CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
June 11, 2015
9:00 a.m.
Meeting Location: CFX Boardroom
4974 ORL Tower Road, Orlando, FL 32807

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

C. APPROVAL OF BOARD MEETING MINUTES (Action Item) Tab C

1. May 14, 2015 Board Meeting
2. May 14, 2015 Board Workshop
3. May 28, 2015 Emergency Board Meeting

D. APPROVAL OF CONSENT AGENDA (Action Item) Tab D

E. REPORTS

1. Chairman's Report
2. Treasurer's Report Tab E
3. Executive Director's Report

F. REGULAR AGENDA ITEMS

1. **APPROVAL OF EMPLOYMENT AGREEMENT WITH LAURA KELLEY FOR EXECUTIVE DIRECTOR POSITION** – *Michael Scheeringa, Board Member and Chair of Executive Search Committee* **(Action item)** Tab F.1

2. **APPROVAL OF CONTRACT AWARD TO SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC FOR PROJECT NO. 429-203** - *Ben Dreiling, Director of Construction* **(Action Item)** Tab F.2

3. **APPROVAL OF FY 2016 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET** – *Lisa Lumbard, Interim CFO* **(Action Item)** Tab F.3

4. **ADOPTION OF NINETEENTH SUPPLEMENTAL BOND RESOLUTION FOR THE SENIOR LIEN BOND ANTICIPATION NOTES, SERIES 2015** – *Lisa Lumbard, Interim CFO* **(Action Item)** Tab F.4

5. **APPROVAL OF FOURTH AMENDMENT TO CONTRACT BETWEEN ALL ABOARD FLORIDA AND CFX FOR SALE AND PURCHASE OF RAIL LINE EASEMENTS** – *Joseph Passiatore, General Counsel* **(Action Item)** Tab F.5

6. **PRESENTATION ON WRONG-WAY DRIVING STUDY AND APPROVAL TO ADVERTISE FOR CONSTRUCTION BIDS TO DEPLOY WRONG-WAY DETECTION AND COUNTERMEASURES EQUIPMENT** – *Corey Quinn, Director of Expressway Operations* **(Action Item)** Tab F.6

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

Note: Any person who decides to appeal any decision made at this meeting will need record of the proceedings and for that purpose, may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

C.1.

May 14, 2015 Board Meeting Minutes

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
May 14, 2015

Board Members Present:
Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Mayor Buddy Dyer, City of Orlando
Commissioner Fred Hawkins, Jr., Osceola County
Mayor Teresa Jacobs, Orange County
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Board Member Not Present
Walter A. Ketcham, Jr., Gubernatorial Appointment

Non-Voting Advisor Present:
Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:
Joseph A. Berenis, Deputy Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Recording Secretary/Executive Assistant

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

1) Mr. Chuck Graham requested that the Board consider allotting a percentage of toll money to dedicated funding of public transportation for disabled and senior citizens.

2) Mr. Craig Penrose, whose father was killed in a wrong-way driving accident on the expressway in 2012, asked CFX to fast track implementation of its wrong way driver program. The Board members requested a presentation next month on the wrong way driver study.

3) Public comment from Frank Mathews of Hopping, Green & Sams representing Farmland Reserve, Inc. and Suburban Land Reserve, Inc. was made later in the meeting (page 6).

DRAFT

APPROVAL OF MINUTES

Mr. Madara requested a correction to the April 9, 2015 Board meeting minutes regarding Agenda item 4.a., Cooperative Purchase Agreement with Mateer & Harbert. In the second to last paragraph on page 7, the voting should reflect that Commissioner Hawkins voted NO and Mr. Scheeringa voted AYE.

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the April 9, 2015 Board Meeting Minutes with the correction stated above and to approve the April 9, 2015 Board Workshop Minutes as presented. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mr. Ketcham was not present.

APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval (Exhibit A).

CONSTRUCTION & MAINTENANCE

1. Approval of Supplemental Agreement No. 1 with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services – Contract No. 000988 (Supplemental Agreement Amount: $86,000)

2. Authorization to advertise for construction bids for S.R. 417 Ramp Improvements at S.R. 528 – Project No. 599-126/Contract No. 001117

3. Authorization to advertise for construction bids for S.R. 408/S.R. 417 Interchange Improvements Phase 1 – Project No. 253F/Contract No. 001118

4. Authorization to advertise for construction bids for S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road – Project No. 417-733/Contract No. 001119

5. Authorization to award contract to GAI Consultants, Inc. for Construction Engineering and Inspection Services for S.R. 429 Wekiva Parkway from North of Ponkan Road to North of Kelly Park Road – Project No. 429-203/Contract No. 001038 (Contract Amount: Not-to-Exceed $3,900,000)

6. Authorization to award contract to United Signs & Signals, Inc. for S.R. 408, S.R. 417 and S.R. 429 Guide Sign Improvements – Project No. 599-729/Contract No. 001103 (Contract amount: $735,801.83)

7. Authorization to Advertise for Design-Build Services for Backup Data Center – Contract No. 001122

8. Approval of Construction Contract Modifications with Southland Construction, Inc. for S.R. 429/Schofield Road Interchange - Contract No. 429-305 (Contract Modifications Amount: $181,544.40)

ENGINEERING

9. Approval of Supplemental Agreement No. 1 with WBQ Design & Engineering, Inc. for Miscellaneous Design Consultant Services – Contract No. 000817 (Supplemental Agreement Amount: Not-to-exceed $750,000)

10. Approval of Supplemental Agreement No. 7B with Dewberry Engineers, Inc. d/b/a Dewberry/Bowyer-Singleton for Post Design Services on S.R. 417/Boggy Creek Road Interchange Phase III - Project 417-301/Contract No. 000979 (Supplemental Agreement Amount: $128,626)

11. Approval to pay permit fee of $61,000 to the Florida Fish and Wildlife Conservation Commission for the cost to relocate gopher tortoises on Project 429-202

EXECUTIVE

12. Approval of EDC membership in the amount of $50,000

13. Authorization to advertise a Request for Qualifications for Federal Advocacy Services

FINANCE & ACCOUNTING

14. Adoption of Revised Investment Policy and Resolution

15. Authorization to dispose of broken/obsolete equipment

INFORMATION TECHNOLOGY

16. Approval of Purchase Order with North American Communications Resources for Interactive Voice Response Self-Service System (Purchase Order amount: $197,780.29)

LEGAL

17. Authorization to provide counter-offer on business damages claim in the amount of $30,000 exclusive of legal and expert fees and to serve an Offer of Judgment in the amount of $30,000 for Wekiva Parkway Parcel 197 – Vickie Davis d/b/a Bay Hills Equestrian Center

18. Approval of Subordination of Easements Agreement with Duke Energy Florida, Inc. for SR 429 Wekiva Parkway Project 429-204 relating to Parcels 237, 238, 252, 262, 264 & 256

19. Adoption of Resolutions for the acquisition of Parcels 311/811, 312, 313, 315, 316/816, 318, 319, 320/820, 322/822, 328, 330/730, 331, 332, 335 & 336 for the construction of SR 453 Wekiva Parkway Project 429-206

20. Adoption of Resolutions for the acquisition of Parcels 287/887, 288, 289/989, 890 & 292 for the construction of SR 429 Wekiva Parkway Project 429-205

DRAFT

21. Approval to tender an Offer of Judgment in the amount of $40,001 for Parcel 232 (Mega GNG, LLP, et al), Wekiva Parkway Project 429-203

22. Approval of settlement of all claims for Parcel 229 (Gracie J. Gillis), Wekiva Parkway Project 429-203 for $56,995 for full compensation plus $15,000 for all attorney's fees, expert fees and costs

23. Approval to tender an Offer of Judgment in the amount of $20,001 for Parcel 170 (VIP Properties, LLC, et al), Wekiva Parkway Project 429-203

24. Approval to tender an Offer of Judgment in the amount of $29,001 for Parcel 233 (Chin-Hsia Huang, Rong Tsai Wu, et al), Wekiva Parkway Project 429-203

TOLL OPERATIONS

25. Approval of Supplemental Agreement No. 15-01 with Florida Toll Services for Toll Facilities Operations and Management Services – Contract No. 000154 (Supplemental Agreement Amount: $3,444,132)

A motion was made by Mayor Dyer and seconded by Commissioner Hawkins to approve the Consent Agenda as presented. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mr. Ketcham was not present.

CHAIRMAN'S REPORT

- Chairman Cadwell reported that we are now using an electronic agenda system, which will save time and money in paper, supplies and delivery costs.

- April was National Distracted Driving Awareness Month. The Chairman reported on an event that he participated in at the Nap Ford Community School on April 17.

- The Ribbon Cutting for the SR 429/Schofield Road Interchange will take place on May 27 at 10:00 a.m. This is an important project for all of Central Florida.

TREASURER'S REPORT

Commissioner Carey reported that toll revenues for March were $31,753,256 which is 9.6% above projections and 12% above prior year. The Authority's total revenues were $34 million for the month.

Total OM&A expenses were $4.8 million for the month and $40 million year-to-date, which is 12% under budget.

After debt service the total net revenue was $17.2 million for March and $117.6 million year-to-date.

STAFF'S REPORT

Deputy Executive Director Joseph Berenis provided the Staff Report in written form.

REGULAR AGENDA ITEMS

1. CONSIDERATION TO APPROVE FIFTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE BETWEEN SUBURBAN LAND RESERVE, INC. AND FARMLAND RESERVE, INC. AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY REVISING DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

General Counsel Joseph Passiatore reviewed the documents in the agenda package for the Board's information. On May 4, 2015 the Right of Way Committee voted to recommend the Fifth Amendment to the CFX Board for approval.

Mr. Passiatore explained that approval of the Fifth Amendment is necessary at this time because the Buyer's inspection period expires on June 1, 2015 and CFX is required to affirm its intention to purchase at the $12 million purchase price by that date.

Mr. Passiatore presented the following highlights of the Fifth Amendment:

- CFX is purchasing fee simple title to a 200' wide corridor immediately south of existing Beachline right of way from ICP Blvd. to SR 520.
- The total length of this portion of the multi-modal corridor is approximately 13.5 miles.
- Right of Way purchase:
    - Farmland Reserve (FRI) is selling 11.5 miles approximately 200 feet in width containing 278.01 gross acres in Orange County
    - Suburban Land Reserve (SLR) is selling 1.92 miles approximately 200 feet in width containing approximately 46.5 acres in Orange County
- CFX is paying $12 million for the property subject to adjustments as prescribed in the contract, i.e. additional acreage will cost $65,000 per acre for SLR and $32,000 per acre from FRI.
- All Aboard Florida is reimbursing CFX in the amount of $4,000,000 for its easement on this property.
- Appraised values:
    - CFX's appraiser appraised the value of the property, unencumbered with restrictions, at $8,655,000.
    - FRI/SLR's appraiser appraised the property at $13,910,000.
- An additional buyer's condition precedent has been added requiring a simultaneous closing between CFX and AAF for the Intercity Passenger Rail Easement.
- Closing is scheduled to occur prior to December 31, 2015 to allow FRI, SLR and All Aboard Florida to continue to work on a funding agreement with Florida Department of Transportation for the funding of an extension to the Osceola County Parkway.

Frank Mathews of Hopping, Green & Sams, representing Farmland Reserve, Inc. and Suburban Land Reserve, Inc., addressed the Board. He requested a revision to the Fifth Amendment which was approved by the Right of Way Committee. The Committee deleted the section regarding the Sellers' right to review construction plans for Intercity Passenger Rail in the corridor. The Sellers have requested reinsertion of the language to change the Seller's right from one of review and ***approval*** to simply review and ***comment***.

A motion was made by Mayor Jacobs and seconded by Commissioner Carey to approve the Fifth Amendment to Contract of Sale and Purchase between Suburban Land Reserve, Inc., Farmland Reserve, Inc. and CFX with the revised language as suggested by CFX counsel and agreed to by SLR and FRI.

The Board members provided comments and asked questions, which were answered by staff and outside counsel.

The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mr. Ketcham was not present.

2. AUTHORIZATION TO AWARD CONTRACT TO TRANSCORE, LP FOR TOLL COLLECTION SYSTEM UPGRADE

Director of Toll Operations David Wynne began with a history of the current toll collection system, which was implemented 21 years ago. He also explained the process for procurement of the new system.

TransCore's Infinity System would include new host and plaza computers, new lane controller computers and new operating system & software. The new system supports statewide interoperability, 24-hour maintenance management system and integrated lane audit system.

Negotiations have been completed with TransCore for an upgrade of the toll collection system. Board approval is requested for award of the contract to TransCore in the amount of $85,000,000.

Mr. Madara requested that materials be provided to him regarding the scope of work, backup, payment streams and holdback to make sure we are properly paying on certain milestones. He suggested that CFX's Internal Auditor review the procedures and change management process, since it is such a large contract.

A motion was made by Mr. Madara and seconded by Mayor Jacobs to approve the award of contract for Toll Collection System Upgrade to TransCore in the amount of $85,000,000. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mr. Ketcham was not present.

3. ADOPTION OF RESOLUTION REPEALING THE EQUAL OPPORTUNITY AND BUSINESS DEVELOPMENT POLICY AND ADOPTING THE SUPPLIER DIVERSITY PROGRAM POLICY

Director of Business Development Iranetta Dennis is requesting adoption of a Resolution repealing the Equal Opportunity and Business Development Policy and adopting the Supplier Diversity Program Policy. The revised policy will enhance our programs and encourage an increase in opportunities for our local small businesses.

Highlights of the recommended policy changes:

- Changing the name of the department from Equal Opportunity and Business Development to the Supplier Diversity department. This aligns with the overall mission of the program.
- Includes language that ensures participants of the Authority's D/M/WBE participation objective are independently owned and operated (Section 3)
- Integrating the Disadvantaged Business Enterprise (DBE) firm(s) within the Authority's supplier diversity objective; unifying program participants as referenced in Section 3 of the policy to the Authority's participation objective (Sections 1 & 3)
- Incorporate DBE program requirements pursuant to 49 CFR 26, US Code as required by US Department of Transportation federally assisted contracts (Section 18)
- Incorporate the MICRO Contract Initiative into the Small Sustainable Business Enterprise Program (Section 17)
- Increase the threshold of the Small Sustainable Business Enterprise(s) annual gross sales over three years:
    - Commodities from $2 million to $5 million
    - Professional Services from $5 million to $10 million
    - Construction from $15 million to $20 million

A motion was made by Mr. Scheeringa and seconded by Commissioner Carey to adopt the Resolution Adopting the Supplier Diversity Program Policy and Repealing the Equal Opportunity and Business Development Policy. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mr. Ketcham was not present.

4. SELECTION OF EXECUTIVE DIRECTOR

Mr. Scheeringa thanked the Executive Search Committee members and Chris Boylan from Harris Rand Lusk for their efforts in the Executive Director search process. He reviewed the criteria for the executive director position that was established by the Search Committee.

Mr. Scheeringa explained the evaluation process that has led us to two very qualified candidates: Laura Kelley and Kristi Lafleur.

- The Executive Search Committee interviewed five candidates in a public forum.
- Executive Search Committee shortlisted down to 3 candidates.
- One of the three candidates withdrew for personal reasons.
- The Board members, with the exception of Walter Ketcham, interviewed Ms. Kelley and Ms. Lafleur.

Ms. Kelley and Ms. Lafleur were each given an opportunity to make statements to the Board Members.

The Board members provided their comments.

A motion was made by Mayor Dyer and seconded by Commissioner Carey to approve the selection of Laura Kelley as Executive Director. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mr. Ketcham was not present.

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to appoint Mr. Scheeringa to conduct contract negotiations with Ms. Kelley. The proposed employment contract will be brought to the Board at the June meeting. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mr. Ketcham was not present.

BOARD MEMBER COMMENT

There were no comments from the Board.

ADJOURNMENT

The Chairman adjourned the meeting at 10:45 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2015.

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, wwexpresswayauthority.com

C.2.

May 14, 2015 Board Workshop Minutes

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD WORKSHOP
May 14, 2015

Board Members Present:
Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Commissioner Fred Hawkins, Jr., Osceola County
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Board Members Not Present
Mayor Buddy Dyer, City of Orlando
Mayor Teresa Jacobs, Orange County
Walter A. Ketcham, Jr., Gubernatorial Appointment

Non-Voting Advisor Not Present:
Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:
Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Recording Secretary/Executive Assistant

CALL TO ORDER

The workshop was called to order at 11:00 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

There was no public comment.

PRESENTATION OF DRAFT FY 2016 OPERATIONS, MAINTENANCE & ADMINISTRATION BUGET

(See attached presentation, attached as Exhibit "A")

DRAFT

Interim CFO Lisa Lumbard explained the budget process. (See flow chart in presentation.)

Ms. Lumbard reviewed the revenue distribution:

- 46% Debt Service
- 26% Available for projects
- 14% Operations
- 7% Renewal and Replacement
- 5% Maintenance
- 2% Administration

The proposed budget totals $71,466,702, which is $8,05,134 or $12.7% over the last fiscal year.

	FY 2015 Budget	FY 2016 Budget	Change	%
Operations	$38,051,900	$45,065,284	$7,013,384	18.4%
Maintenance	15,487,997	16,308,429	820,432	5.3%
Administration	7,091,671	7,417,258	325,587	4.6%
Other Operating	2,800,000	2,675,731	(124,269)	-4.4%
Total Budget	**$63,431,568**	**$71,466,702**	**$8,035,134**	**12.7%**
Capital Expenditures	432,470	561,420	128,950	29.8%
OM&A Projects	686,200	199,000	(487,200)	-71.0%
Total Capital & Projects	$1,118,670	$760,420	($358,250)	-32.0%

Cost Increases vs. FY 2015 Budget:

- E-PASS – New interoperability transaction fee and new staffing contract
- Public Outreach/Education – Large area CFX is now covering
- Violation Enforcement – Larger number of unpaid toll notices are being sent out
- Violation Enforcement – Revenue covers the increased expenses
- Plazas – New toll operations staffing contract
- Maintenance Administration – New position being added during the fiscal year (Landscape Horticultural Specialist)
- Expressway Operations – New position being added during the fiscal year (Manager of Expressway Operations)
- Expressway Operations – Increase in Intelligent Transportation Systems Maintenance
- Expressway Operations – Consultant Fees for Phase III of the Wrong Way Driving Study
- Routine Maintenance – Contractual Increases
- Executive – New Federal Legislative Advocate Contract and membership in Orlando Economic Development Commission
- Legal – Anticipated additional Legal fees

Capital Items & Projects:

- IT general equipment and software
- Interactive Voice Response System for the service center
- Misc. Electronic Toll Collection upgrades needed
- Purchase of two vehicles
- Software for our data collection sensors
- Expansion of corporate website

Goldenrod Extension Budget:

- Total Operations and Maintenance Expense Budget - $353,633
- Toll Revenue Budget - $1,430,000

Ms. Lumbard presented the projected Debt Service Ratio for the proposed Budget:

	FY 2014 Actual	FY 2015 Projected	FY 2016 Budgeted
Total Revenues	327,197	351,539	355,886
Total Expenses	57,642	62,794	70,794
OM& A Reserve Deposits	303	1,295	1,004
FDOT Advances	(8,507)	(8,707)	(8,804)
Net Revenues	277,759	296,157	292,892
Debt Service Payments	139,498	140,653	137,680
Debt Service Ratio	1.99	2.11	2.13

Ms. Lumbard wanted to make the Board members aware that in FY 2017 we are expecting the Debt Service Ratio to go down to 1.6 to 1.7 due to increased scheduled debt service payments.

Ms. Lumbard explained the flow of funds (see flowchart in presentation).

Ms. Lumbard pointed out that this budget does not include any salary increases. We intend to present a performance pay plan for the Board's consideration at the next meeting.

Mr. Madara expressed his concern over the 12.7% increase over last year. He requested that staff look at the actual expenditures and revenues vs. projections so we can see what we are looking at in terms of real increase. Mr. Scheeringa also commented on the double digit increase over last year.

Mr. Scheeringa would like to learn more about the sensitivity on our loan covenant rates for FY 2017. Ms. Lumbard explained that we intend to present the draft Five Year Work Plan at the June Board meeting, which will go into more detail regarding the debt service coverage for the next 25 years.

Mr. Madara asked about the new positions being added. Ms. Lumbard explained that those duties are now being done by our General Engineering Consultant. Bringing those positions in house will be a cost savings.

Commissioner Carey suggested that the Board members be given a history of projections vs. actual in order to be able to plan for the future. Mr. Berenis reported that our Traffic & Revenue Consultant, CDM Smith will be making a presentation next month regarding traffic and revenue projections to year 2043.

Ms. Lumbard reported that staff plans to present the final Budget for Board approval at the June 11 meeting.

DISCUSSION REGARDING 2040 MASTER PLAN

(See attached presentation, attached as Exhibit "B")

Deputy Executive Director Joseph Berenis presented the 2040 Master Plan schedule. The goal is to present a Draft 2040 Master Plan in December 2015. A public meeting is anticipated for January 2016. The final 2040 Master Plan is expected to go before the Board for approval in March 2016.

Community and Agency Outreach Update

CFX Director of Public Affairs and Communications Michelle Maikisch gave an update on the community outreach program being conducted as part of the Master Plan. She passed out an update on the community outreach presentations that are being conducted with businesses, communities and government agencies. To date, thirteen meetings/presentations have been made and we continue to add to the list.

Ms. Maikisch handed out the CFX visioning survey that is currently being conducted. Over 90 responses have been received to date.

There was discussion regarding the date of a Visioning Workshop to develop a vision statement for CFX. A tentative date of August 13 was talked about.

The Board members talked about the vision concept. Some of the Board members like the "blue sky" concept. Others liked a visionary but cautious approach.

Commissioner Carey suggested that the visioning survey be posted on the CFX website.

(Mr. Madara left the meeting at this time.)

Transportation Planning and Regional Growth

Hugh Miller, Ph.D., P.E. of CFM Smith, Traffic and Earnings Consultant, gave a presentation on the various regional growth factors (population, employment, housing, etc.) that influence the transportation planning and traffic forecasting process.

Existing System Improvement Needs

Nathan Silva, P.E. of Atkins North America, General Engineering Consultant, provided an overview and status of the various existing expressway system projects that make up a significant portion of the long term capital improvement plan.

Transit Overview

Jack Schnettler, P.E. of Atkins North America provided an introduction and overview of transit systems and technologies and the associated costs and funding sources. He also presented examples of transit services being planned or provided within Florida and other metropolitan areas around the country.

BOARD MEMBER COMMENT

There were no comments from the Board members.

ADJOURNMENT

The Chairman adjourned the meeting at 11:25 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2015.

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C.3.

May 28, 2015 EmergencyBoard Meeting Minutes

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
EMERGENCY BOARD MEETING
May 28, 2015

Board Members Present:
Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Mayor Buddy Dyer, City of Orlando
Walter A. Ketcham, Jr., Gubernatorial Appointment

Board Members Participating By Phone:
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Board Members Not Present:
Commissioner Fred Hawkins, Jr., Osceola County
Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:
Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:
Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Recording Secretary/Executive Assistant

CALL TO ORDER

The meeting was called to order at 8:30 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

There were no comments from the public.

S.R. 528 – OFFER FROM MATTAMY HOMES FOR PARCEL 104

General Counsel Joseph Passiatore reported that CFX has been negotiating with Mattamy Homes for the acquisition of an approximately 3-acre parcel located generally at the southwest quadrant of the S.R. 528/S.R. 417 Interchange, as part of the pre-acquisition process for the multi-modal corridor. This matter is being brought to the Board because of the time constraints attached to the counteroffer and the development schedule and ongoing construction work of the property owner. A condition by the seller is that closing take place on May 29, 2015.

The Right-of-Way Committee recommended this matter for Board approval at their meeting yesterday.

Linda Brehmer Lanosa gave a presentation which included information, sketches and pictures of the subject property.

Highlights:

- CFX orally communicated the draft appraised value of $3,120,350
- CFX to pay $3,500,000 inclusive of all claims, fees and costs
- Payment must be received by Mattamy by May 29, 2015
- Mattamy agrees to:
    - Quit Claim Deed for the 50-foot encroachment area
    - Cooperate re: subordination from FP&L
    - Grant CFX a Temporary Construction Easement over its existing retention pond
    - Agreement contingent upon CFX receipt of appraisal report, Right-of-Way Committee approval, and Board approval
- Withdrawn by Mattamy:
    - Sound wall at the northern edge
    - Indemnify Mattamy from any fees or costs from Thorpe Early, who apparently was an intermediary

CFX legal staff recommends that the Board approve Mattamy Homes' purchase price of $3.5 million.

Jere Daniels of Winderweedle, Haines, Ward & Woodman reviewed the highlights of the Purchase Agreement (attached as Exhibit "A").

The Board members asked questions regarding wetland impacts, the impact of this acquisition on remaining parcels, discount rate determination, construction commencement timeline, and retention pond construction, which were answered by CFX staff and appraiser Woody Hanson. A question concerning wetland mitigation was answered by Kent Hipp, counsel to Mattamy Homes.

A motion was made by Mayor Dyer and seconded by Mr. Ketcham to approve the Real Estate Purchase Agreement between Mattamy (Jacksonville) Partnership and CFX for the all-inclusive purchase price of $3,500,000. The motion carried 7 to 0 with Commissioner Cadwell, Mayor Dyer,

Commissioner Carey, Commissioner Boyd and Mr. Ketcham present and voting AYE by voice vote and Mr. Madara and Mr. Scheeringa voting AYE via phone; Mayor Jacobs and Commissioner Hawkins were not present.

BOARD MEMBER COMMENT

Mayor Dyer proposed that Laura Kelley make her recommendations on any staff reorganization after her employment contract is approved by the Board on June 11.

Commissioner Carey suggested that Shutts & Bowen continue to pursue discussions with Brunetti regarding purchase of their property for the multi-modal corridor.

ADJOURNMENT

The Chairman adjourned the meeting at 8:48 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2015.

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, wwexpresswayauthority.com

DRAFT

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA
June 11, 2015

CONSTRUCTION & MAINTENANCE

1. Authorization to advertise for construction bids for S.R. 429 (Wekiva Parkway) Systems Interchange - Project No. 429-204/Contract No. 001123

2. Approval of Contract Renewal with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services – Contract No. 000988 (Agreement Amount: $200,000)

3. Approval of Final Ranking and Authorization for Fee Negotiations with A^2 Group, Inc. for Construction Engineering & Inspection Services for S.R. 429 (Wekiva Parkway) Systems Interchange – Project No. 429-204/Contract No. 001087

4. Approval for Award of Contract to Kisinger Campo & Associates, Corp. for Bridge Inspection Services – Contract No. 001127 (Agreement Amount: Not-to-Exceed $609,452.23)

ENGINEERING

5. Approval of Contract Renewal with CDM Smith, Inc. for Traffic and Earnings Consultant – Contract No. 000889 (Agreement Amount: $750,000)

6. Approval of Final Ranking and Authorization for Fee Negotiations with Parsons Brinckerhoff, Inc. for S.R. 528/Econlockhatchee River Bridge Replacement – Contract No. 001098

7. Approval for Contract Award to URS Corporation Southern for Single Line Dynamic Message Sign (DMS) Upgrade – Contract No. 001086/Project No. 599-525 (Agreement Amount: Not-to-Exceed $346,331.72)

FINANCE & ACCOUNTING

8. Approval for Disposal of Inventory Items

9. Approval of Renewal of Agreement with Arthur J. Gallagher Risk Management Services, Inc. for Insurance Broker Services (Agreement Amount: $50,000)

10. Approval of Second Amendment to Financial Advisor Services Contract with Public Financial Management, Inc.

11. Approval for Renewal of Insurance Proposal with Zurich American Insurance Company for insurance coverage on bridges, overpasses and toll plaza infrastructure (Policy Amount: Not-to-Exceed $596,790)

INFORMATION TECHNOLOGY

12. Approval of Renewal of Agreement with Technical Aid Corporation d/b/a Advantage Technical Resourcing for Information Technology Services – Contract 000882 (Agreement Amount: $150,000)

LEGAL

13. Approval of Subordination of Easements Agreement with Duke Energy Florida, Inc. for Parcel 260, Wekiva Parkway Project 429-204

14. Approval for Award of Contract to Mateer & Harbert, P.A. for Right-of-Way Counsel Services – Contract No. 001116 (Agreement Amount: $930,500)

15. Approval of Settlement with Warren M. Ackley and Wendy Ann Lindsey Ackley for Parcels 266 and 866, S.R. 429 Wekiva Parkway, Project No. 429-204 (Settlement Amount: $726,770 in full settlement of all claims)

16. Approval of Settlement and Approval to serve Offers of Judgment with multiple landowners for the acquisition of their fee simple interests in Parcel 800 (Parts A and B), S.R. 429 Wekiva Parkway, Project No. 429-202 (Settlement Amount: $24,000 in full settlement of all claims for compensation by the various landowners; Offers of Judgment Amounts totaling $7,000 for the remaining landowner interests in this case)

17. Approval of Negotiated Settlement Agreement with JDC Plants, Inc. for Parcel 203, S.R. 429 Wekiva Parkway, Project No. 429-203 (Settlement Amount: $1,900,000 inclusive of all fees and costs in full settlement of all claims)

18. Approval to serve Offer of Judgment for Parcel 217, Project No. 429-203 (William and Dessie Calhoun) (Offer of Judgment amount: $612,000)

TOLL OPERATIONS

19. Approval to purchase Transponders from TransCore, LP (Cost: $711,375)

20. Approval for Award of Contract to Egis Projects, Inc. for E-PASS and Violation Enforcement Operations (Agreement Amount: $24,621,831.60)

21. Approval of Supplemental Agreement No. 12 with Atkins North America, Inc. for Toll Collection System Replacement Consultant Services – Contract No. 000821 (Agreement Amount: Not-to-Exceed $3,610,600)

(End of Consent Agenda)

CONSENT AGENDA ITEM

#1

MEMORANDUM

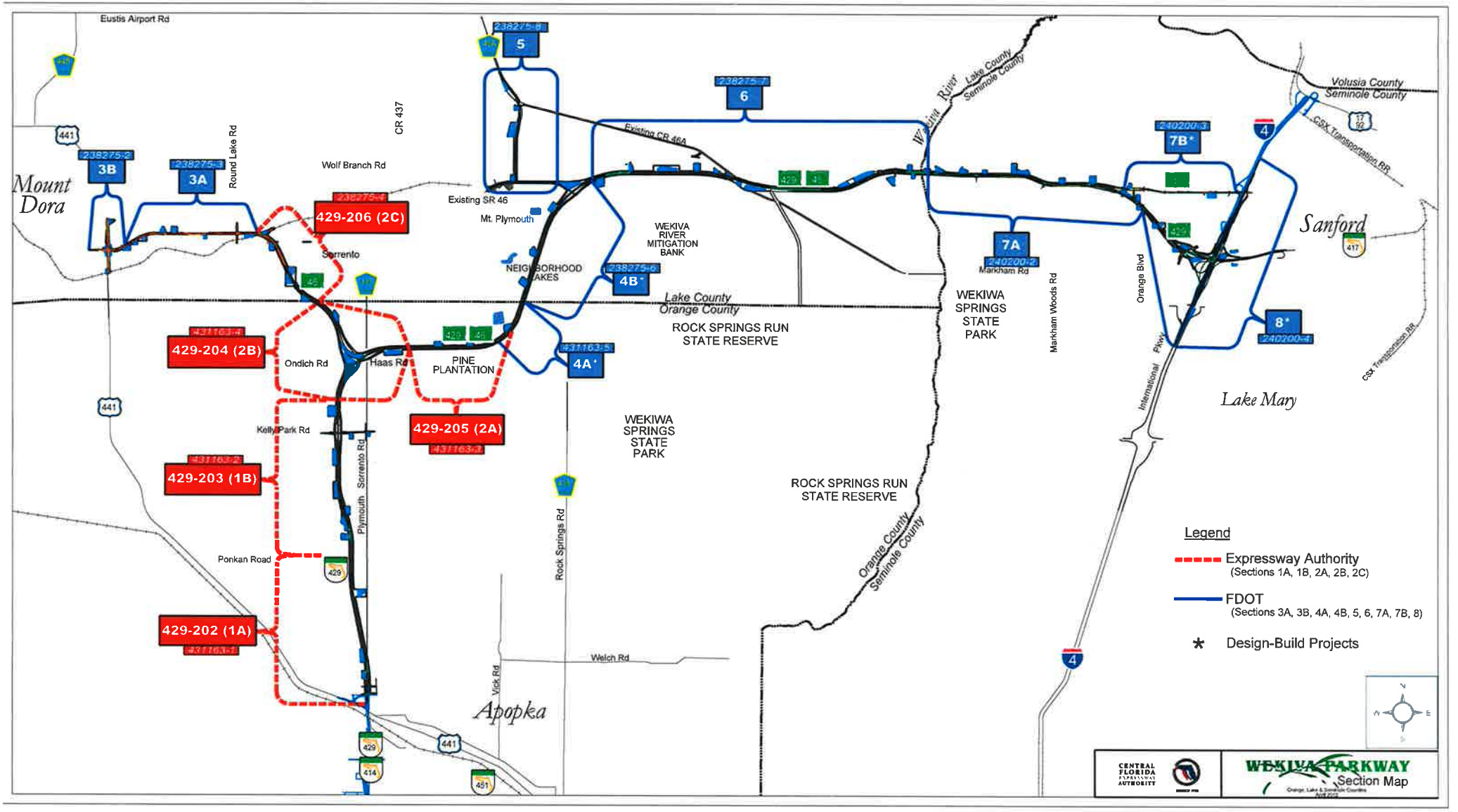
TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Authorization to Advertise for
S.R. 429 (Wekiva Parkway) Systems Interchange
Project No. 429-204; Contract No. 001123

Board authorization is requested to advertise for construction bids for S.R. 429 (Wekiva Parkway) Systems Interchange, Project No. 429-204. This project will interface with Project No. 429-203 to the south, Project No. 429-206 to the northwest, and Project No. 429-205 to the east. The work will include new bridges as needed for the multi-level interchange for both mainline and ramp plazas including bridges over Ondich Road and Plymouth Sorrento Road.


Eustis Airport Rd
Mount Dora
Round Lake Rd
CR 437
Wolf Branch Rd
Existing SR 46
Mt. Plymouth
Sorrento
NEIGHBORHOOD LAKES
WEKIVA RIVER MITIGATION BANK
Existing CR 46A
Wekiva River
Lake County
Seminole County
Volusia County
Seminole County
CSX Transportation RR
Sanford
Lake County
Orange County
ROCK SPRINGS RUN STATE RESERVE
WEKIWA SPRINGS STATE PARK
Markham Rd
Markham Woods Rd
Orange Blvd
International Pkwy
Lake Mary
PINE PLANTATION
Ondich Rd
Haas Rd
Kelly Park Rd
Sorrento Rd
Plymouth
Rock Springs Rd
Ponkan Road
Welch Rd
Vick Rd
Apopka
Orange County
Seminole County
429-206 (2C)
429-204 (2B)
429-205 (2A)
429-203 (1B)
429-202 (1A)
3B
3A
5
6
4B*
4A*
7A
7B*
8*
Legend
Expressway Authority
(Sections 1A, 1B, 2A, 2B, 2C)
FDOT
(Sections 3A, 3B, 4A, 4B, 5, 6, 7A, 7B, 8)
* Design-Build Projects
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
WEKIWA PARKWAY
Section Map

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Approval of Contract Renewal with
Ayres Associates, Inc., for Systemwide Overhead Sign Inspection Services
Contract No. 000988

Board approval is requested for the first renewal of the referenced contract with Ayres Associates, Inc., in the amount of $200,000.00 to perform inspections of overhead signs throughout the system. The renewal period will be from August 7, 2015, to August 6, 2016.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000988

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Ayers Associates Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 24, 2013, with a Notice to Proceed date of August 7, 2013, whereby the Authority retained the Contractor to perform inspections of overhead sign structures throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 7th day of August, 2015, and ending the 6th day of August, 2016, at the cost of $200,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending August 6, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending August 6, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

AYRES ASSOCIATES, INC.

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

LEGAL APPROVAL:_____
AS TO FORM General Counsel for the Authority

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
AYRES ASSOCIATES, INC.

SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988

CONTRACT AMOUNT: $400,000.00
CONTRACT DATE: JULY 24, 2013

EXPRESSWAY AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988

July 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, Ex-Officio Member

Executive Director

Max Crumit, P.E.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988

This Contract is made this 24th day of July, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and AYRES ASSOCIATES, INC., 8875 Hidden River Parkway, Suite 200 Tampa, Florida 33637-1035, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide overhead sign inspection services; and,

WHEREAS, on or about June 13, 2013, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (FDOT) (identified as Contract No. C-9B40) to provide the same services as required by the AUTHORITY; and,

WHEREAS, letters of interest seeking qualified consultants to perform such services for the AUTHORITY was not required because the CONSULTANT has an existing contract with the FDOT for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by the FDOT; and,

WHEREAS, the CONSULTANT agrees to provide the services under the same terms and conditions as included in its contract with the FDOT, a copy of which is attached to this Contract, and such additional terms and conditions as may detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be two (2) years from the date stated in the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial two-year Contract Term and any renewals.

Termination shall be according to the CONSULTANT's agreement with the FDOT.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. The Contract amount shall not exceed $400,000.00 during the term of the Contract unless amended by mutual agreement of the parties.

4. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONSULTANT's contract with the FDOT. Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance. The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

5. INDEMNITY

The CONSULTANT shall indemnify and hold harmless AUTHORITY and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses, judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to material breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages

arising out of injury or damage to persons or property directly caused or resulting from the negligence or intentional act of the AUTHORITY or any of its officers, agents or employees.

6. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONSULTANT to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

7. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.

8. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. The CONSULTANT acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full.

10. NONDISCRIMINATION

CONSULTANT, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

11. SUBLETTING AND ASSIGNMENT

CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which shall not be unreasonably withheld, denied or conditioned. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

12. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

14. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORTIY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

15. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

15.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

15.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

16. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

17. STANDARD OF CARE. The standard of care applicable to CONSULTANT's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.

18. CONSTRUCTION MEANS AND METHODS. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such construction contractors' failure to perform work in accordance with the contract documents.

19. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either AUTHORITY or CONSULTANT be liable to the other for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.

20. FORCE MAJEURE. In no event shall either AUTHORITY or CONSULTANT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was awarded by the Authority's Board of Directors at its meeting on July 24, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

AYRES ASSOCIATES, INC.

By: _____

Print Name: Hisham N. Sunna

Vice President
Title

Attest: _____ (Seal)

Date: 7/29/13

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S Woodland Boulevard
DeLand, Florida 32720

ANANTH PRASAD, P.E.
SECRETARY

June 13, 2013

Mr. Hisham Sunna, P.E.
Vice President
Ayres Associates, Inc.
8875 Hidden River Parkway Suite 200
Tampa, FL 33637-1035

Subject: Districtwide Sign and Highmast Lightpole Inspection
Financial Project ID No. 412456-1-72-06
Standard Professional Services Agreement, Contract No. C-9B40

Dear Mr. Sunna:

This is your authorization to begin work on the project referenced above, pursuant to the agreement dated June 13, 2013 between your firm and the Florida Department of Transportation.

Engineering services under this contract are to be completed on or before June 12, 2015.

Sincerely,

Alan E. Hyman, PE
Director of Transportation Operations
District Five

AEH/lmh

cc: Financial Services file
Professional Services file

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STANDARD PROFESSIONAL SERVICES AGREEMENT

Contract No. C-9B40

FDOT Financial ID No.(s) 412456-1-72-06

Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s. 216.313, F.S. N/A
(required for contracts in excess of $5 million)

F.A.P. No. N/A

THIS AGREEMENT, made and entered into this 13TH day of JUNE 2013, by and
(This date to be entered by DOT only)
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinfter called the Department and Ayres Associates, Inc.
(F.E.I.D. No. F390965082-001) of 8875 Hidden River Parkway Suite 200 Tampa, FL 33637-1035
authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms,** dated **June, 2011** which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE**

   A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
   Districtwide Overhead Sign and High Mast Light Pole Inspection

   B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.I of the **Standard Professional Services Terms**, will be 8875 Hidden River Parkway Suite 200 Tampa, FL 33637-1035

2. **TERM**

   A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.

   B. Check applicable terms

   ☒ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's Director or Designee which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within 24 months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.

   ☐ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's _____, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed _____.

   ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is $500,000.00

4 **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7 A. of the **Standard Professional Services Agreement Terms:**
Kisinger Campo & Associates, Corp.; OM Engineering Associates, Inc., Global Rental, Inc.

5 **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof

6 **MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the Director of Transportation Operations

B The services provided herein ☒ do ☐ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein

Page A-1 through Page A- 55 : Exhibit "A", Scope of Services
Page B-1 through Page B- 3 : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Ayres Associates, Inc.
Name of Consultant

BY: _____
Authorized Signature

Jan F. Zander, PE
(Print/Type)

Title: Executive Vice President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

Alan E. Hyman, P.E.
(Print/Type)

Title: **Alan E. Hyman, P.E.**
Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

_____
Professional Services Unit

LEGAL REVIEW:

_____
General Counsel Office

State of Florida Department of Transportation
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
June, 2011

1. **SERVICES AND PERFORMANCE**

A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.

B In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

C The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.

D All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.

E In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.

F The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.

G All design work performed by the Consultant for projects where anticipated construction cost is one million dollars ($1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.

H The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.

B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.

C Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request

D Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.

E The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.

F The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.

J It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287 017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

K The Department, during any fiscal year will 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 will 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 will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. **INDEMNITY AND INSURANCE:**

A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.

C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. **COMPLIANCE WITH LAWS:**

A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

B. Chapter 337.162 Florida Statutes applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential

(3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law

C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

E. The Consultant shall 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 Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.

G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.

J. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. TERMINATION AND DEFAULT

A The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:

(1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.

(2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

(3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.

B The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department . The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.

C. If the Agreement is for goods or services of $1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7 ASSIGNMENT AND SUBCONTRACTORS

A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.

B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.

C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North
Suite 300
St Petersburg, Florida 33716

8. **MISCELLANEOUS**

A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

C. There are no understandings or agreements except as herein expressly stated.

D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

F. Consultant:

1. 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 Consultant during the term of the contract; and

2. shall expressly require any subcontractors 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 subcontractor during the contract term.

9. **TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrationas appropriate, and shall set forth what efforts it has made to obtain the information.

G Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26 51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29 510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Fin No: 412456-1-72-06

EXHIBIT "A"

GENERAL SCOPE OF SERVICE

FOR

DISTRICT FIVE OVERHEAD SIGN
&
HIGH MAST LIGHT POLE INSPECTIONS

PROJECT MANAGER: Julia Blackwelder

DISTRICT STRUCTURES MAINTENANCE ENGINEER: Ron Meade, P.E.

Stage III
Prepared by Julia Blackwelder
Date 12.17.12

EXHIBIT "A"
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1.0 PROJECT OBJECTIVE

1.1 Overhead signs and HMLP's located within District 5 of the Florida Department of Transportation, hereinafter called the Department roadways are to be inspected in compliance with Federal and State regulations. For the purpose of this scope a structure is considered to be an overhead Sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and State of Florida Statue 335.074, Safety Inspection of Bridges. National Bridge Inspection Standard Code of Federal Regulations 23-Highways, Part 650, Subpart C; for the inspection of bridges will be applied to all overhead sign and HMLP structures.

2.0 GENERAL DESCRIPTION

2.1 The consultant shall perform hands on overhead sign inspection services, as described in this scope of work, and present inspection findings in the **PONTIS** format. The Department will provide software and access to the **PONTIS** network. The consultant is responsible on their own expense for procuring training in **PONTIS** for its employees. The Sign structures and HMLP's to be inspected are located on State maintained roadways and OOCEA roadways within the limits of District 5. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate. All HMLP's will be inspected every 5 years and all WSHMLP's will be inspected every two years, with the approval of the Department, more often when conditions dictate.

2.2 The amount of signs and HMLP's under this contract is dynamic; therefore the contract quantities listed below are estimated.

2.2.1 One thousand forty-eight (**1048**) Sign Structures will require routine inspections. Two hundred eighty three **283** HMLP's will require routine inspections. It is estimated that two hundred fifty (**250**) Initial/Post Construction Sign/HMLP inspections will be performed and will require application for overhead Sign/HMLP numbers, since

prior inspection of these newly constructed or newly inventoried Signs/HMLP's have not been performed. An overhead Sign Structure and HMLP file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the Consultant. The structure numbers will be assigned on plans and returned to the Project Manager with inspection report submittal. Any Sign Structure or HMLP's that are identified as being removed or relocated in the plans will be updated at this time in the Pontis inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

2.2.2 Twenty five **(25)** interim Sign Structures or HMLP's inspections will be expected for Sign Structure or HMLP's with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure or HMLP's with an overall Structural Numerical Pontis Condition State Rating of 4 or greater will require an interim inspection.

2.3 The contract period shall be twenty four **(24)** months and shall begin from the date of the written notice to proceed issued by the Department.

2.4 For the purpose of this agreement a structure is considered to be an overhead sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statutes.

2.5 All services to be performed by the Consultant shall conform to the current version of the following state and national publications covering Bridge and Ancillary Highway Structures Inspection standards of practice:

National Bridge Inspection Standard Code of Federal Regulations 23 - Highways, Part 650, Subpart C;

State of Florida Statute 335.074, Safety Inspection of Bridges;

Manual for Condition Evaluation of Bridges American Association of State Highway & Transportation Officials (AASHTO);

Bridge Inspector Training Manual 90 U.S. Department of Transportation/Federal Highway Administration; (USDOT /FHWA)

Inspection of Fracture Critical Bridge Members FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration;

Bridge & Other Structures Inspection & Reporting Procedures, Manual (FDOT) Revised 1/18/2012

Bridge Management System Coding Guide (FDOT) Revised 11/21/2012

Manual on Uniform Traffic Control Devices (USDOT /FHWA)
Accident Prevention Procedures Manual, State of Florida Department of Transportation;

State of Florida Roadway and Traffic Design Standards State of Florida Department of Transportation.

F.D.O.T. Standard Specifications for Road & Bridge Construction.

FDOT Bridge Inspectors Field Guide Structural Elements 2/1/2008

Guidelines for the Installation, Inspection, Inspection, Maintenance & repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signal U.S. Department of Transportation/Federal Highway Administration (USDOT/FHWA)

Any Subsequent revisions to the documents listed in **2.5** after the Notice to Proceed shall be evaluated by the Department and the consultant for impact on this Scope of Services.

3.0 PERSONNEL REQUIREMENTS

3.1 A qualified individual must be at the overhead sign site or HMLP site to supervise inspection activities at all times. To be qualified, an individual must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges. Be registered as a

Professional Engineer in Florida and experienced in the inspection of bridges (or similar structures) according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F. A. C.

3.2 An organizational chart shall be submitted to the Department for approval. The organization chart shall include the number and names of key personnel, team size, and which individuals are assigned to the various work tasks. Any changes from the original organization chart must be submitted to the Department's Project Manager for approval. The notification must be in writing within seven (7) calendar days of the change.

3.3 Each final inspection report shall be sealed in accordance with Section 471.025, Florida Statute; by the Professional Engineer, who confirms the accuracy and completeness of all the report contents. The individual signing and sealing reports must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges.

3.4 Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work. The Consultant shall be authorized to subcontract these services under the provisions of this agreement.

3.5 Subcontracting firms and the work they will perform shall be identified in the Technical proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. The percentage of total contract work performed by the subcontractor shall not exceed fifty percent (50%). Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by the Department.

4.0 WORK ITEMS

4.1 FIELD INSPECTIONS

4.1.1 Field inspections must be conducted in accordance with the publications listed in Section 2.5 of this document. The Professional

Engineer or Certified Bridge Inspector on site shall be responsible for the detection of all deficiencies and the determination, recording of the structure's condition which must include the personal hands on inspection of all significant deficiencies. The Professional Engineer or Certified Bridge Inspector is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity. During the course of routine inspections any signs or HMLP's found not previously in the inventory and or without a reference number should be reported to the Project Manager immediately.

4.1.2 Every visible surface of all members of each Sign Structure or HMLP must be examined. Members that cannot be examined because of debris, vegetation, etc., shall be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than one hour for the inspection team to perform. The Department Project Manager shall be consulted to verify the condition or to schedule for the Maintenance Yard to perform the work and reschedule the inspection. Overhead Sign Structure members or HMLP's elements that cannot be inspected prior to report publication due to debris, vegetation, dirt, etc., must be documented in the report as such with the reason for not completing the inspection.

4.1.3 Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded in English units. Element Condition states should be specified in the element inspection notes with the deficiency described.

4.1.4 The Consultant shall not permit any inspector to perform consecutive routine inspections on the same sign structure. If this occurs, the Consultant shall repeat the inspection using another inspector at no additional charge to the Department.

4.1.5 If by field observation, deficiencies are sufficiently critical to warrant immediate repair and/or substantial traffic restrictions, the Department's Project Manager or designated representative must be verbally notified immediately(in person, no voicemail). Verbal notification must be confirmed with written notification within **24** hours.

4.1.6 Inspection of the base plate to pole welded connection will be performed on all the HMLP & WSHMLP. Inspection of both the *exterior and interior* weld is required. A borescope is recommended but alternatives may be used upon approval. Be specific when documenting the percent of section loss, give actual measurement when possible.

4.1.7 Mark area of deficiency with orange paint or ribbon. (Limit use of paint in highly visible areas.)

4.1.8 If there is a bolt deficiency, provide bolt diameter and bolt length.

4.1.9 Color photographs and sketches should be used to illustrate one typical example of a severe and/or common deficiency. When deficiencies are severe enough to warrant immediate repair, one photograph illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The essential features of a deficiency shall be emphasized, by marking arrows or dimensions directly on the photograph. The date the photograph was taken shall always be marked on the front. A new photographic inventory will be required for all initial inspections and routine inspections where the sign panels have been replaced.

4.2 INSPECTION REPORTS

4.2.1 The consultant must develop, publish, and submit one (1) signed and sealed Sign or HMLP report to the FDOT. For all OOCEA Sign Structures and HMLP's the consultant must develop, publish, and submit two (2) signed and sealed sign or HMLP report, one to the FDOT and one to OOCEA. Each report will be generated in **PONTIS** and stored in EDMS and contain all documentation specified by this agreement.

The Consultant will be responsible to take a photo inventory and it will also be entered into Pontis and EDMS.

4.2.2 Each report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will submit comments via email within

seven (7) calendar days on the reports that do not conform to the specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by the Department within sixty (60) days after completion of the field inspection. The Consultant shall furnish the Department with an original of each report. A hard copy of the photo inventory, updated plans (if applicable) and any other inspection documents will be submitted with the report. After final acceptance all inspection documents photo inventory and updated plans will be submitted into EDMS, then payment will be rendered. Each initial inspection report transmitted to FDOT must be top bound in a letter size file folder as specified in the Manual for Bridge and Other Structures Inspection and Reporting Procedures Volume I. All other inspection reports must be stapled and top punched with two holes to fit the letter size file folder mentioned above.

4.2.3 The **PONTIS** element notes shall provide a comprehensive description of all Sign Structures and HMLP deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action performed since the last inspection. This serves two purposes; the most effective repair can only be determined if the source of the deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.

4.2.4 The Consultant will identify all "California" overhead sign structures within the element inspection notes.

4.2.5 In addition to the information required by **PONTIS**, all reports shall contain, if needed, an addendum section, which will include the following:

A. All element notes which cannot be written in the report due to space limitations.

B. The consultant will provide new location maps for all structures. The location maps shall provide sufficient detail to allow a person not familiar with the area to find the structure. One printed copy showing the location of the structure will be included with each inspection report.

B. Sign Panel and Deficiency Location Photograph

All additional addendum information will be stored as an addendum in the Media Section of Pontis.

4.2.6 Standoff distance measurements are to be noted in the foundation section of the report. An example of the format will be provided.

4.2.7 A minimum of four (4) inventory photos are required for each structure. All photos must be in color with a date stamp. Photo Inventory will include a photo of the front of the sign, back of the sign, foundation and the Sign Structure number.

4.3 COMPREHENSIVE INVENTORY DATABASE RECORDS (CIDR)

4.3.1 The Department must maintain a computer file referred to as the CIDR file, which contains data items pertaining to a structures identity, condition and description. It is of utmost importance that the CIDR data be accurate and complete.

4.3.2 When records are added to the computer file a report is generated for each structure and is referred to as CIDR sheets. The CIDR sheets must be verified by the Consultant for accuracy due to the possibility of computer processing errors.

4.3.3 Each Sign Structure report must contain a CIDR section sealed in accordance with Section 471.025, F. S., by the Professional Engineer, which confirms its accuracy and completeness. The CIDR section must follow the inspection report.

4.3.4 STRUCTURE'S TO BE UPDATED ON STRAIGHT LINE DIAGRAM'S

4.3.5 The Department will supply the Consultant with a CD with all straight-line diagrams for each structure to be located on. The Consultant will update the straight-line diagram as changes occur to show the addition of new structures or deletions of old structures and to correct errors found on the map. Two hard copies (11x 17) shall be delivered by the Consultant at the end of the contract. An

updated disk will be returned to the Department as directed by the Department Project Manager.

4.4 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

4.4.1 The Consultant, at their own cost must maintain an active VPN connection which will be used to access **PONTIS** and import electronic documents into the Department's Electronic Document Management System (EDMS)

The Consultant shall provide personnel proficient in the use of computers and scanner operation to input Structures Inspection Documents into the Department's EDMS. This will require familiarity with the Structures Management EDMS. Document guidelines for the EDMS are posted on the Infonet. See link below. Duties will include scanning, attributing (assigning information specific to the document), importing directly into EDMS folder) and retrieving documents that are to be archived electronically in the Department's EDMS. Documents imported into the EDMS will be in PDF format. Documents such as inspection reports, addendums and photo inventories that are created in Pontis will be downloaded from Pontis using the print to PDF command. Adobe Acrobat version 5.0 and later will be used, in the 1.4 format. This effort should be included into the cost of scheduled inspections. Document names will follow the D5 Structure Maintenance Naming Conventions & Attribution Document.

The Department's EDMS system is Hummingbird Document Management Software (DM). The consultant must purchase a single named user Hummingbird license for each vendor site (physical location). This license must be purchased directly from Hummingbird. Instructions for purchasing the license(s) can be found on the department internet site:

http://cosharepoint.dot.state.fl.us/sites/BSSO/Information/Projects/EDMS/default.aspx

4.5 WORK ORDERS

4.5.1 The consultant will be responsible for insuring that corrective action is requested through a work order. To accomplish this it will be necessary to review the inspection reports & the District Five Policies and decide if corrective action is warranted for each deficiency reported. A Feasible Action Review Committee F.A.R.C. will be established containing no less than three management level engineers. The committee will meet on a weekly basis to review the week's inspection reports, and will present its findings to a representative of the Department for final approval. Work orders will be submitted with the final inspection reports. A copy of the Work orders will be generated through the Reports Applet, Work003-Work Order Maintenance (Wom Report). Upon approval a work order for each of the selected deficiencies generated in the **PONTIS** system will be uploaded into the MMS system. One day of training will be provided if needed for uploading the work orders into the MMS system.

4.5.2 The consultant will create a Recommended Corrective Action page for all work order recommendation for OOCEA-Orlando-Orange County Expressway Authority Sign Structures and HMLP's that are on Non-LPA roadways. Also, keep a spreadsheet to be submitted to OOCEA for tracking all work orders on Non-LPA roadways. The spreadsheet will be submitted at the time the final inspections reports are forwarded to the owner.

4.6 **DISTRICT FIVE POLICY**

D5 has its own policy for inspecting and reporting specific items of the structure. D5 reserves the right to modify and add to the list shown below at any time. The Consultant will have to Comply with the current policy and or any changes that will happen in the future.

Structures Inspection

District Five Policy

Implementation Date	Structure Type	Topic	Policy
2/29/2012	Sign & TSM&	Moment Connection Gaps	For connection with two horizontal plates, most truss type bearing connections, as long as bolts are tight no work order is needed no matter what the gap measures. Continue to measure and note in report. For connection with two vertical plates, most mast arm type moment connections, continue to ask for work order or repair recommendation to eliminate gaps > 1/8". If gaps are 1/8" or less and the bolts are tight, no work order is required.
3/1/2012	All	Stand-off distances	For truss/bridge type structures, do not issue a work order for stand-off distances within 2 anchor bolt diameters. If the stand-off distance exceeds 2 bolt diameters, issue a work order for a FARC review. For all other structures, if the stand-off distance exceeds one anchor bolt diameter by one inch, issue a work order for a FARC review.
3/1/2012	All	Grout pads/rings	If a grout pad is solid, has no cracking or corrosion bleed out; do not remove grout pad. Remove a grout pad/ring that has any of the following characteristics: hollow sounding, cracking, corrosion bleed out, efflorescence, standing water, missing column cap, holes in column, clogged weep hole, no weep hole or spalling. If the grout pad if too difficult to remove (refer to scope of contract), issue a work order or repair recommendation to remove grout pad.
3/1/2012	All	Missing anchor bolt jam nuts	If there is no jam nut on the anchor bolt and there is room for a full height jam nut issue a work order or repair recommendation to install a full height jam nut. If there is no jam nut on the anchor bolt and there isn't room to install a full height jam nut but there is room for a half height jam nut issue a work order or repair recommendation to install a half height jam nut. If there is no jam nut on the anchor bolt and there isn't room for a half height jam nut issue a work order or repair recommendation to replace the nut with a locking nut.

4.7 MAINTENANCE ITEMS TO BE HANDLED DURING INSPECTIONS

The Certified Bridge Inspector will be responsible to perform the following maintenance activities as part of the inspection.

Painting of Structural Components with Cold Galvanizing: The inspectors will clean and paint only primary structural elements. Electrical components will not be painted. The painting will be limited to a maximum of 2 square feet per sign or 4 separate areas (totaling less than 2 square feet per sign). Cold Galvanizing will be supplied by FDOT.

Loose Anchor Bolt Nuts: The inspectors with a pipe wrench and "cheater bar" will tighten loose anchor bolt nuts and jam nuts.

Missing Anchor Bolt Nuts: The required size will be measured and documented in the element inspection notes in the report.

Loose High Strength Bolts: Loose high strength bolts (at the moment connectors, box section connectors, and primary element connections) will be tightened to the extent possible by the inspector, but will not be

tightened to a specified torque value. This information will be documented in the element inspection notes in the report.

Missing High Strength Bolts and Nuts: The inspectors will **not** replace missing high strength bolts and nuts, but the inspector will obtain the required size of the missing fasteners to be documented in the element inspection notes in the report.

Missing and Loose Sign Panel and Sign Backing Connection Bolts: The inspector will tighten loose sign panel and sign backing bolts. Inspector will replace all missing sign fasteners if accessible and not an excessive effort. Fasteners will be supplied by FDOT.

Grout Pads or rings: See District Five Policies on page 13 of the scope.

4.8 **OOCEA-ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ROADWAYS**

Non-LPA-NON-LEASE PURCHASE AGREEMENT ROADWAYS
SR-429 Section 75320000 and all subsections
SR-551 Section 75200000 and all subsections
SR-417 Section 75301000 and all subsections
SR-414 Section 75340000 and all subsections

All signs on these roadways will be billed directly with OOCEA-Orlando-Orange County Expressway Authority.

LPA-LEASE PURCHASE AGREEMENT ROADWAYS
SR-408 Section 75008000 and all subsections
SR-528 Section 75002000 and all subsections
SR-417 Section 75300000 and all subsections

4.9 **QUALITY CONTROL**

5.0 **GENERAL**

The consultant shall institute quality assurance procedures, which shall be provided in written form to the Department for review and approval before the notice to proceed, is executed. Quality assurance procedures are an integral part of this contract and are not a separate pay item.

5.1 The Department may perform additional quality assurance by inspecting Sign Structures and HMLP's that have been previously inspected by the Consultant and reviewing the inspection records for conformity with the Department's findings.

5.2 QUALITY REVIEWS

5.2.1 The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.

5.2.2 The Quality Assurance Program shall also have a second peer review level. The peer review can be conducted internally by the consultant's organization or by subcontracting the review to another consulting firm.

5.3 QUALITY RECORDS

5.3.1 The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective action taken. These records shall be kept at the primary office site and shall be sent to the Department for audit review quarterly during the contract term.

5.4 QUALITY ASSURANCE (QA) PLAN

5.4.1 The Consultant shall include a Quality Assurance Plan in the proposal. The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instructions to his organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the Department approves the Consultant's Quality Assurance Plan. Significant changes to the work requirements may require the Consultant to revise his Quality Assurance Plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

5.4.1.a **Organization** - A description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of the personnel in the quality control organization.

5.4.1.b **Quality Reviews** - The Consultant's quality assurance methods used to monitor and assure compliance of their organization with the contract requirements for services and products shall be detailed in the Quality Assurance Plan.

5.4.1.c **Quality Records** - The types of records, which will be generated and maintained by the Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.

5.4.1.d **Quality of Subcontractors and Vendors** - The methods used by the Consultant to control the quality of his subcontractors and vendors shall be detailed in the Quality Assurance Plan.

5.4.1.e **Quality Assurance Certification** - An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the overhead sign and HMLP reports have been prepared and checked in accordance with the Department's specifications for this contract.

5.4.1. f The Department may hold short (1/2 day) training sessions for all inspection personnel biannually, informing them of changes that have been made in inspection and/or reporting procedures. The Consultant's inspectors are required to attend.

5.5 **QUALITY REVIEWS BY THE DEPARTMENT**

5.5.1 The Department may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Consultant shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

5.5.2 Quality reviews shall evaluate the adequacy of materials, documentation process, procedures, training, guidance, and staffing included in the execution of this contract.

5.5.3 Any subcontractors or vendors may be included as part of the quality review.

6.0 REQUIRED MATERIALS

6.1 GENERAL (TO BE PROVIDED BY THE DEPARTMENT)

6.1.1 District 5 Straight Line Diagrams

6.1.2 PONTIS software and a means to access the Departments PONTIS database.

6.1.3 Examples of prior Inspection Reports if requested by the consultant.

6.1.4 Self adhesive node numbers

6.1.5 Example of Recommended Corrective Action Page.

6.1.6 EDMS Naming Conventions and Attributions

6.2 MANUALS (TO BE OBTAINED BY THE CONSULTANT)

Manuals listed in this document may be purchased from the vendors listed below:

6.2.1 FDOT Manuals
Florida Department of Transportation
Maps and Publications Phone (850) 414-4050
On-Line http://www.dot.state.fl.us/mapsandpublications/
Haydon Burns Building-605 Suwannee Street,
Tallahassee, Fl 32399-0450

6.2.2 AASHTO Publications
American Association of State Highway and
Transportation Officials
Online www.transportation.org

444 N. Capitol Street, NW, Suite 249
Washington, D.C. 20001 USA
Phone 1-800-231-3475 Fax 1-800-525-5562

6.2.3 FHWA Manuals
U.S. Government Printing Office
Washington, D.C. 20402

7.0 WORK SCHEDULE AND PROGRESS REPORTS

7.1 NOTICE TO PROCEED MEETING.

7.1.1 The Department shall conduct a Notice to proceed meeting after the Consultant has received the Notice to Proceed letter from the Department. This meeting will include but will not be limited to the following personnel:

Department Project Manager
Department Professional Services Administrator
Consultant Project Manager
Consultant Deputy Project Manager

7.1.2 The Department will explain the financial and administrative details of the contract, establish any ground rules upon which the work will be conducted, and transfer materials to be furnished by the Department (See section 6.0).

7.1.3 The Consultant will provide the Department with its final written quality control procedure, a proposed work schedule, an organization chart, and a proposed cost flow graph.

7.2 WORK SCHEDULE

7.2.1 A proposed work schedule shall be submitted to the Department for approval. This schedule shall show how the Consultant anticipates the work will progress from day to day to completion of agreement. The work schedule shall be established in a manner that will insure that all inspections to overhead Sign Structures and HMLP's will not be delinquent.

7.2.2 At the Department's option, a cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to the Department's Project Manager.

7.2.3 Work that falls behind schedule must be reported to the Department's Project Manager on a Daily basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.

7.2.4 The proposed work schedule, cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the overhead Sign Structures and HMLP inspections shall be included with the Consultant's proposal. The list of major equipment shall indicate if the Consultant owns the equipment, and if not, his plans for obtaining the equipment.

7.3 PROGRESS REPORTS.

7.3.1 The Consultant shall submit on Monday morning, via email, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the upcoming week. Weekly progress reports shall describe the work performed on each task. Monthly progress reports should also be prepared and delivered to the Department concurrently with the monthly invoice.

7.3.2 The Consultant shall meet with the Department on an as needed basis as deemed necessary by the Department Project Manager.

7.3.3 The Department Project Manager will make judgment on whether work of sufficient quantity has been accomplished by comparing the actual work accomplished against the approved proposed work schedule.

8.0 MISCELLANEOUS

8.1 LEGAL PROCEEDINGS

8.1.1 The Consultant shall serve as an expert witness in any legal proceedings if required by the Department. The fee for these services shall be established if, and when, they are needed.

8.2 ERRORS AND/OR OMISSIONS

8.2.1 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and /or omissions and (approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

8.3 CONTRADICTIONS

8.3.1 In the event of a contradiction between the provisions of Exhibit "A" and the Consultant's technical proposal, the provisions of Exhibit "A" shall apply.

9.0 LIST OF SIGN STRUCTURES (SEE PAGES 21-55)

STATE & LPA SIGNS						
Brkey	Lrsinvrt	Featint	Facility	Strucname	Lastinsp	Nextinsp
11S009	11210000	US–192	US–192	Bridge	12/20/2011	12/20/2013
11S010	11210000	US–192	US–192	Bridge	12/20/2011	12/20/2013
36S007	36030000	US–301	US–301	Bridge	10/26/2011	10/26/2013
36S008	36030000	US–301	US–301	Bridge	10/25/2011	10/25/2013
36S012	36110000	SR–40	SR–40	Bridge	10/26/2011	10/26/2013
70S044	70080000	SR–A1A	SR–A1A	Bridge	4/26/2011	4/26/2013
75A012	75066500	Boggy Creek Rd.	Boggy Creek Rd.	Bridge	11/1/2011	11/1/2013
75S002	75002000	SR–482	SR–482	Bridge	7/15/2011	7/15/2013
75S007	75002000	SR–528	SR–528	Bridge	8/17/2011	8/17/2013
75S025	75003000	SR–436	SR–436	Bridge	9/14/2011	9/14/2013
75S044	75008000	SR–408	SR–408	Bridge	10/5/2011	10/5/2013
75S059	75008000	SR–408	SR–408	Bridge	2/16/2012	2/16/2014
75S060	75008000	SR–408	SR–408	Bridge	2/16/2012	2/16/2014
75S071	75008000	SR–408	SR–408	Bridge	6/14/2011	6/14/2013
75S085	75008000	SR–408	SR–408	Bridge	2/16/2012	2/16/2014
75S090	75008160	SR–408	SR–408	Bridge	10/5/2011	10/5/2013
75S137	75011000	SR–414	SR–414	Bridge	5/31/2012	5/31/2014
75S138	75011000	SR–414	SR–414	Bridge	5/31/2012	5/31/2014
75S183	75270000	SR–435	SR–435	Bridge	11/21/2011	11/21/2013
75S184	75270000	SR–435	SR–435	Bridge	11/21/2011	11/21/2013
75S185	75270000	SR–435	SR–435	Bridge	11/21/2011	11/21/2013
75S200	75280000	I–4	I–4	Bridge	1/19/2012	1/19/2014
75S203	75280000	I–4	I–4	Bridge	1/19/2012	1/19/2014
75S222	75280000	I–4	I–4	Bridge	1/19/2012	1/19/2014
75S242	75280000	I–4	I–4	Bridge	1/20/2012	1/20/2014
75S294	75280000	I–4	Central Fl Pkwy	Bridge	6/13/2011	6/13/2013
75S295	75280000	I–4	Central Fl Pkwy	Bridge	6/13/2011	6/13/2013
75S318	75039000	SR–536	SR–536	Bridge	3/28/2012	3/28/2014
75S371	75008000	SR–408	SR–408	Bridge	6/16/2011	6/16/2013
75S379	75008000	SR–408	SR–408	Bridge	2/17/2011	2/17/2013
75S387	75008160	SR–408	SR–408	Bridge	10/5/2011	10/5/2013
75S402	75002000	SR–528	SR–528	Bridge	11/1/2011	11/1/2013
75S406	75002000	SR–528	SR–528	Bridge	11/4/2011	11/4/2013
75S408	75002000	SR–528	SR–528	Bridge	11/4/2011	11/4/2013
75S409	75002000	SR–528	SR–528	Bridge	11/3/2011	11/3/2013
75S410	75002000	SR–528	SR–528	Bridge	11/3/2011	11/3/2013
75S438	75280000	I–4	I–4	Bridge	5/24/2012	5/24/2014
75S453	75190003	CR–423	CR–423	Bridge	11/4/2011	11/4/2013
75S455	75039000	SR–536	SR–536	Bridge	8/19/2011	8/19/2013

STATE & LPA SIGNS						
75S458	75280000	I–4	I–4	Bridge	9/19/2011	9/19/2013
75S459	75280000	I–4	I–4	Bridge	8/18/2011	8/18/2013
75S460	75280000	I–4	I–4	Bridge	9/19/2011	9/19/2013
75S464	75010000	US–17	US–17	Bridge	9/21/2011	9/21/2013
75S525	75280000	I–4	I–4	Bridge	9/21/2012	9/21/2014
75S534	75280000	I–4	I–4	Bridge	12/27/2010	12/27/2012
75S535	75280000	I–4	I–4	Bridge	12/27/2010	12/27/2012
75S552	75008000	SR–408	SR–408	Bridge	7/20/2011	7/20/2013
75S561	75008160	SR–408	SR–408	Bridge	7/21/2011	7/21/2013
75S567	75008160	SR–408	SR–408	Bridge	7/21/2011	7/21/2013
75S569	75008160	SR–408	SR–408	Bridge	7/21/2011	7/21/2013
75S578	75300000	SR–417	SR–417	Bridge	3/28/2012	3/28/2014
75S588	75280000	I–4	I–4	Bridge	4/18/2012	4/18/2014
75S604	75002000	SR–528	SR–528	Bridge	2/16/2011	2/16/2013
75S606	75002000	SR–528	SR–528	Bridge	2/16/2011	2/16/2013
75S607	75002000	SR–528	SR–528	Bridge	2/16/2011	2/16/2013
75S611	75200001	SR–551	SR–551	Bridge	2/16/2011	2/16/2013
75S619	75300000	SR–417	SR–417	Bridge	3/15/2011	3/15/2013
75S632	75300000	SR–417	SR–417	Bridge	4/19/2011	4/19/2013
75S636	75300000	SR–417	SR–417	Bridge	3/16/2011	3/16/2013
75S643	75280000	I–4	I–4	Bridge	2/15/2012	2/15/2014
75S661	75002000	SR–528	SR–528	Bridge	9/20/2012	9/20/2014
75S676	75300000	SR–417	SR–417	Bridge	8/17/2011	8/17/2013
75S677	75300000	SR–417	SR–417	Bridge	8/17/2011	8/17/2013
75S678	75300000	SR–417	SR–417	Bridge	8/17/2011	8/17/2013
75S681	75300000	SR–417	SR–417	Bridge	9/15/2011	9/15/2013
75S682	75300000	SR–417	SR–417	Bridge	9/15/2011	9/15/2013
75S689	75008160	SR–408	SR–408	Bridge	9/13/2011	9/13/2013
75S695	75008160	SR–408	SR–408	Bridge	9/13/2011	9/13/2013
75S698	75008160	SR–408	SR–408	Bridge	9/13/2011	9/13/2013
75S704	75008000	SR–408	SR–408	Bridge	12/28/2011	12/28/2013
75S732	75008170	SR–408	SR–408	Bridge	7/18/2012	7/18/2014
75S734	75008170	SR–408	SR–408	Bridge	7/16/2012	7/16/2014
75S747	75008170	SR–408	SR–408	Bridge	7/18/2012	7/18/2014
75S762	75280000	CR–423	CR–423	Bridge	3/29/2011	3/29/2013
75S765	75280000	I–4	I–4	Bridge	3/7/2011	3/7/2013
75S772	75280000	CR–423	CR–423	Bridge	3/29/2011	3/29/2013
75S776	75008000	SR–408	SR–408	Bridge	4/14/2011	4/14/2013
75S792	75008000	SR–408	SR–408	Bridge	4/13/2011	4/13/2013
75S800	75008000	SR–408	SR–408	Bridge	4/14/2011	4/14/2013

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75S801	75008000	SR–408	SR–408	Bridge	5/27/2011	5/27/2013
75S881	75280000	I–4	I–4	Bridge	9/21/2012	9/21/2014
75S886	75280000	I–4	I–4	Bridge	10/26/2010	10/26/2012
75S888	75280000	I–4	I–4	Bridge	9/21/2012	9/21/2014
75S946	75008000	SR–408	SR–408	Bridge	3/17/2011	3/17/2013
77S005	77080000	SR–436	SR–436	Bridge	4/17/2012	4/17/2014
77S007	77080000	SR–436	SR–436	Bridge	4/17/2012	4/17/2014
77S012	77080000	SR–436	SR–436	Bridge	9/19/2012	9/19/2014
77S020	77030000	SR–46	SR–46	Bridge	4/17/2012	4/17/2014
77S023	77080000	SR–436	SR–436	Bridge	4/17/2012	4/17/2014
77S024	77160000	I–4	I–4	Bridge	3/29/2012	3/29/2014
77S037	77002000	SR–414	SR–414	Bridge	4/18/2012	4/18/2014
77S038	77002000	SR–414	SR–414	Bridge	4/18/2012	4/18/2014
77S040	77160000	I–4	I–4	Bridge	8/13/2012	8/13/2014
77S041	77160000	I–4	I–4	Bridge	8/13/2012	8/13/2014
77S043	77160000	I–4	I–4	Bridge	8/13/2012	8/13/2014
77S044	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S046	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S047	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S048	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S056	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S059	77080000	SR–436	SR–436	Bridge	10/26/2010	10/26/2012
79S044	79110000	I–4	I–4	Bridge	6/22/2011	6/22/2013
79S048	79110000	I–4	I–4	Bridge	11/24/2010	11/24/2012
79S057	79181000	SR–472	SR–472	Bridge	7/22/2011	7/22/2013
79S060	79110000	I–4	I–4	Bridge	7/27/2011	7/27/2013
79S065	79110000	I–4	I–4	Bridge	7/25/2011	7/25/2013
79S067	79110000	I–4	I–4	Bridge	7/25/2011	7/25/2013
79S070	79060000	US–92	US–92	Bridge	7/28/2011	7/28/2013
79S075	79230000	SR–421	SR–421	Bridge	7/27/2011	7/27/2013
79S090	79110000	I–4	I–4	Bridge	8/22/2012	8/22/2014
79S098	79110000	I–4	I–4	Bridge	6/22/2011	6/22/2013
79S148	79110045	I–4	I–4	Bridge	8/16/2011	8/16/2013
79S149	79110045	I–4	I–4	Bridge	8/16/2011	8/16/2013
92S027	92130000	I–4	I–4	Bridge	10/25/2010	10/25/2012
92S028	92130000	I–4	I–4	Bridge	11/10/2010	11/10/2012
92S029	92130000	I–4	I–4	Bridge	10/26/2010	10/26/2012
92S030	92130000	I–4	I–4	Bridge	11/10/2010	11/10/2012
92S031	92130000	I–4	I–4	Bridge	10/26/2010	10/26/2012
92S036	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012

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92S037	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012
92S038	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012
92S041	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012
92S042	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S043	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S044	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S045	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S049	92090000	US–192	US–192	Bridge	3/2/2011	3/2/2013
92S050	92090000	US–192	US–192	Bridge	12/23/2010	12/23/2012
92S051	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S052	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S053	92515001	World Drive	World Drive	Bridge	12/23/2010	12/23/2012
92S062	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/23/2010	12/23/2012
92S063	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/23/2010	12/23/2012
92S064	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/23/2010	12/23/2012
92S065	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/27/2010	12/27/2012
92S068	92130000	I–4	I–4	Bridge	12/27/2010	12/27/2012
92S069	92130000	I–4	I–4	Bridge	12/27/2010	12/27/2012
92S095	92130000	I–4	I–4	Bridge	7/12/2011	7/12/2013
92S096	92130000	I–4	I–4	Bridge	8/18/2011	8/18/2013
92S097	92130000	I–4	I–4	Bridge	7/12/2011	7/12/2013
92S098	92090015	US–192	US–192	Bridge	7/14/2011	7/14/2013
92S100	92130020	I–4	I–4	Bridge	7/13/2011	7/13/2013
92S101	92130000	I–4	I–4	Bridge	7/14/2011	7/14/2013
92S103	92130000	I–4	I–4	Bridge	8/18/2011	8/18/2013
92S104	92130000	I–4	I–4	Bridge	7/14/2011	7/14/2013
92S105	92130000	I–4	I–4	Bridge	7/13/2011	7/13/2013
92S108	92090000	US–192	US–192	Bridge	7/13/2011	7/13/2013
92S109	92090000	US–192	US–192	Bridge	7/13/2011	7/13/2013
92S110	92090000	US–192	US–192	Bridge	7/13/2011	7/13/2013
92S113	92090000	US–192	US–192	Bridge	7/12/2011	7/12/2013
75S449	75280000	I–4	I–4	Bridge DMS	6/18/2012	6/18/2014
75S808	75008000	SR–408	SR–408	Bridge DMS	5/27/2011	5/27/2013
75S814	75008000	SR–408	SR–408	Bridge DMS	5/27/2011	5/27/2013
75S737	75008170	SR–408	SR–408	Bridge – DMS	7/18/2012	7/18/2014
79S237	79110000	I–4	I–4	Bridge – DMS	2/14/2012	2/14/2014
75S680	75300000	SR–417	SR–417	Bridge (DMS)	9/15/2011	9/15/2013
75S705	75008000	SR–408	SR–408	Bridge (DMS)	1/20/2012	1/20/2014
75S851	75280000	I–4	I–4	Bridge (DMS)	7/14/2011	7/14/2013
75S863	75002000	SR–528	SR–528	Bridge (DMS)	9/20/2012	9/20/2014

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75S864	75002000	SR-528	SR-528	Bridge (DMS)	9/20/2012	9/20/2014
75S873	75008170	SR-408	SR-408	Bridge (DMS)	9/19/2012	9/19/2014
75S874	75008170	SR-408	SR-408	Bridge (DMS)	9/19/2012	9/19/2014
75S910	75002000	SR-528	SR-528	Bridge (DMS)	10/6/2011	10/6/2013
75S913	75002000	SR-528	SR-528	Bridge (DMS)	10/6/2011	10/6/2013
75S914	75002000	SR-528	SR-528	Bridge (DMS)	10/5/2011	10/5/2013
92S099	92130000	I-4	I-4	Bridge (DMS)	7/12/2011	7/12/2013
70S043	70080000	SR-A1A	SR-A1A	Bridge DMS	4/26/2011	4/26/2013
75S444	75280000	I-4	I-4	Bridge DMS	6/19/2012	6/19/2014
75S445	75280000	I-4	I-4	Bridge DMS	6/19/2012	6/19/2014
75S446	75280000	I-4	I-4	Bridge DMS	6/19/2012	6/19/2014
75S450	75280000	I-4	I-4	Bridge DMS	6/19/2012	6/19/2014
75S621	75300000	SR-417	SR-417	Bridge DMS	3/15/2011	3/15/2013
75S622	75300000	SR-417	SR-417	Bridge DMS	3/15/2011	3/15/2013
75S627	75300000	SR-417	SR-417	Bridge DMS	4/26/2011	4/26/2013
75S628	75300000	SR-417	SR-417	Bridge DMS	4/19/2011	4/19/2013
75S690	75008160	SR-408	SR-408	Bridge DMS	9/14/2011	9/14/2013
75S692	75008160	SR-408	SR-408	Bridge DMS	9/14/2011	9/14/2013
75S696	75008160	SR-408	SR-408	Bridge DMS	9/13/2011	9/13/2013
75S742	75008170	SR-408	SR-408	Bridge DMS	7/16/2012	7/16/2014
75S744	75008170	SR-408	SR-408	Bridge DMS	7/16/2012	7/16/2014
75S775	75008000	SR-408	SR-408	Bridge DMS	4/14/2011	4/14/2013
75S790	75008170	SR-408	SR-408	Bridge DMS	4/13/2011	4/13/2013
75S791	75008170	SR-408	SR-408	Bridge DMS	4/14/2011	4/14/2013
75S793	75008000	SR-408	SR-408	Bridge DMS	4/13/2011	4/13/2013
75S794	75008000	SR-408	SR-408	Bridge DMS	4/19/2011	4/19/2013
75S798	75008000	SR-408	SR-408	Bridge DMS	3/9/2011	3/9/2013
75S799	75008000	SR-408	SR-408	Bridge DMS	3/9/2011	3/9/2013
75S859	75300000	SR-417	SR-417	Bridge DMS	8/1/2012	8/1/2014
75S860	75300000	SR-417	SR-417	Bridge DMS	8/1/2012	8/1/2014
75S861	75300000	SR-417	SR-417	Bridge DMS	9/20/2012	9/20/2014
75S862	75300000	SR-417	SR-417	Bridge DMS	9/20/2012	9/20/2014
75S865	75002000	SR-528	SR-528	Bridge DMS	8/1/2012	8/1/2014
75S866	75002000	SR-528	SR-528	Bridge DMS	8/2/2012	8/2/2014
75S868	75008160	SR-408	SR-408	Bridge DMS	8/2/2012	8/2/2014
75S875	75002000	SR-528	SR-528	Bridge DMS	8/1/2012	8/1/2014
79S116	79110000	I-4	I-4	Bridge DMS	4/22/2011	4/22/2013
75A016	75060000	SR-50	SR-50	Bridge Sign	12/27/2011	12/27/2013
75A017	75060000	SR-50	SR-50	Bridge Sign	12/27/2011	12/27/2013
75A030	75008000	SR-408	SR-408	Bridge Sign	2/16/2012	2/16/2014

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75A052	75008000	Conway Rd. Toll Plaza WB	SR–408	Bridge Sign	10/12/2011	10/12/2013
75A067	75039000	SR–536	SR–536	Bridge Sign	12/12/2011	12/12/2013
75A077	75002041	SR–528	SR–528	Bridge Sign	1/27/2012	1/27/2014
75A078	75002042	SR–528	SR–528	Bridge Sign	1/27/2012	1/27/2014
75A082	75002000	SR–528	SR–528	Bridge Sign	2/1/2012	2/1/2014
75A083	75002000	SR–528	SR–528	Bridge Sign	2/3/2012	2/3/2014
75A084	75002000	SR–528	SR–528	Bridge Sign	2/3/2012	2/3/2014
75A087	75002000	SR–528	SR–528	Bridge Sign	2/3/2012	2/3/2014
75A088	75002000	SR–528	SR–528	Bridge Sign	2/2/2012	2/2/2014
75A089	75002000	SR–528	SR–528	Bridge Sign	2/2/2012	2/2/2014
75A097	75008000	SR–408	SR–408	Bridge Sign	2/23/2012	2/23/2014
75S146	75039000	SR–536	SR–536	Bridge Sign	3/27/2012	3/27/2014
75S147	75039000	SR–536	SR–536	Bridge Sign	3/27/2012	3/27/2014
75S151	75039000	SR–536	SR–536	Bridge Sign	3/27/2012	3/27/2014
75S219	75280000	I–4	I–4	Bridge Sign	3/27/2012	3/27/2014
75S229	75280000	I–4	I–4	Bridge Sign	6/15/2012	6/15/2014
75S231	75280000	I–4	I–4	Bridge Sign	6/15/2012	6/15/2014
75S253	75300000	SR–417	SR–417	Bridge Sign	6/20/2012	6/19/2014
75S254	75300000	SR–417	SR–417	Bridge Sign	6/20/2012	6/20/2014
75S281	75300000	SR–417	SR–417	Bridge Sign	6/28/2012	6/28/2014
75S314	75035001	SR–535	SR–535	Bridge Sign	3/27/2012	3/27/2014
75S315	75039000	SR–536	SR–536	Bridge Sign	3/28/2012	3/28/2014
75S316	75039000	SR–536	SR–536	Bridge Sign	3/28/2012	3/28/2014
75S365	75280000	I–4	I–4	Bridge Sign	6/21/2012	6/21/2014
75S440	75011001	SR–414	SR–414	Bridge Sign	6/15/2012	6/15/2014
75S441	75011001	SR–414	SR–414	Bridge Sign	6/15/2012	6/15/2014
75S443	75280000	I–4	I–4	Bridge Sign	6/14/2012	6/14/2014
75S447	75280000	I–4	I–4	Bridge Sign	6/19/2012	6/19/2014
75S479	75008000	SR–408	SR–408	Bridge Sign	12/28/2011	12/28/2013
75S526	75280000	I–4	Conroy Rd.	Bridge Sign	6/18/2012	6/18/2014
75S528	75280000	I–4	I–4	Bridge Sign	6/18/2012	6/18/2014
75S529	75280000	I–4	I–4	Bridge Sign	6/18/2012	6/18/2014
75S572	75008180	SR–408	SR–408	Bridge Sign	12/28/2011	12/28/2013
75S710	75008000	SR–408	SR–408	Bridge Sign	12/28/2011	12/28/2013
75S852	75280000	I–4	I–4	Bridge Sign	7/24/2012	7/24/2014
75S915	75002000	SR–528	SR–528	Bridge Sign	10/5/2011	10/5/2013
75S916	75002000	SR–528	SR–528	Bridge Sign	10/6/2011	10/6/2013
75S951	75008000	SR–408	SR–408	Bridge Sign	3/17/2011	3/17/2013
75S962	75280000	I–4	I–4	Bridge Sign	4/20/2011	4/20/2013
75S974	75002017	SR–528	SR–528	Bridge Sign	5/5/2011	5/5/2013

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75S975	75002034	SR–528	SR–436	Bridge Sign	5/6/2011	5/6/2013
75S989	75270000	SR–435	SR–435	Bridge Sign	7/14/2011	7/14/2013
77S034	77160000	CR–46A	I–4	Bridge Sign	12/21/2011	12/21/2013
77S035	77160000	CR–46A	I–4	Bridge Sign	12/21/2011	12/21/2013
77S036	77160000	I–4	I–4	Bridge Sign	12/21/2011	12/21/2013
77S094	77470000	SR–417	SR–417	Bridge Sign	11/28/2011	11/28/2013
79S192	79110000	I–4	I–4	Bridge Sign	8/29/2012	8/29/2014
79S193	79110000	I–4	I–4	Bridge Sign	8/29/2012	8/29/2014
79S194	79110000	I–4	I–4	Bridge Sign	8/29/2012	8/29/2014
79S195	79110000	I–4	I–4	Bridge Sign	8/29/2012	8/29/2014
79S196	79110000	I–4	I–4	Bridge Sign	8/31/2012	8/31/2014
79S197	79110000	I–4	I–4	Bridge Sign	8/31/2012	8/31/2014
79S198	79110000	I–4	I–4	Bridge Sign	8/31/2012	8/31/2014
79S199	79110000	I–4	I–4	Bridge Sign	8/31/2012	8/31/2014
92S078	92130000	I–4	I–4	Bridge Sign	6/21/2012	6/21/2014
92S080	92130000	I–4	I–4	Bridge Sign	6/21/2012	6/21/2014
92S081	92130000	I–4	I–4	Bridge Sign	6/22/2012	6/22/2014
92S083	92130000	I–4	I–4	Bridge Sign	6/22/2012	6/22/2014
92S085	92130000	I–4	I–4	Bridge Sign	6/22/2012	6/22/2014
92S087	92130000	I–4	I–4	Bridge Sign	6/21/2012	6/21/2014
92S114	92130000	I–4	I–4	Bridge Sign	2/18/2011	2/18/2013
75S909	75002000	SR–528	SR–528	Bridge Sign (DMS)	10/6/2011	10/6/2013
75S945	75008000	SR–408	SR–408	Bridge Sign (DMS)	3/17/2011	3/17/2013
75S949	75008000	SR–408	SR–408	Bridge Sign (DMS)	3/17/2011	3/17/2013
75S950	75008000	SR–408	SR–408	Bridge Sign (DMS)	3/29/2011	3/29/2013
75S956	75008000	SR–408	SR–408	Bridge Sign (DMS)	3/16/2011	3/16/2013
75A031	75008000	SR–408	SR–408	Butterfly	2/16/2012	2/16/2014
75A032	75008000	SR–408	SR–408	Butterfly	2/16/2012	2/16/2014
75A038	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A039	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A040	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A041	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A043	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A044	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75S215	75280000	I–4	I–4	Butterfly	10/30/2010	10/30/2012
75S237	75280000	I–4	I–4	Butterfly	6/14/2012	6/14/2014
75S240	75280000	I–4	I–4	Butterfly	1/20/2012	1/20/2014
75S589	75280000	I–4	I–4	Butterfly	4/18/2012	4/18/2014
75S637	75280000	I–4	I–4	Butterfly	6/14/2011	6/14/2013
75S683	75300000	SR–417	SR–417	Butterfly	8/18/2011	8/18/2013

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75S684	75300000	SR–417	SR–417	Butterfly	8/18/2011	8/18/2013
75S685	75300000	SR–417	SR–417	Butterfly	8/16/2011	8/16/2013
75S686	75300000	SR–417	SR–417	Butterfly	8/16/2011	8/16/2013
75S754	75008170	SR–408	SR–408	Butterfly	2/17/2011	2/17/2013
75S756	75008170	SR–408	SR–408	Butterfly	2/17/2011	2/17/2013
75S959	75008000	SR–408	SR–408	Butterfly	3/9/2011	3/9/2013
75S960	75008000	SR–408	SR–408	Butterfly	3/11/2011	3/11/2013
75S961	75008000	SR–408	SR–408	Butterfly	3/11/2011	3/11/2013
75A059	75008160	SR 408	SR 408	Butterfly Sign	10/12/2011	10/12/2013
75A060	75008160	SR 408	SR 408	Butterfly Sign	10/12/2011	10/12/2013
79S117	79110000	I–4	I–4	Canitlever DMS	4/25/2011	4/25/2013
75A029	75008000	SR–408	SR–408	Cantiever	2/16/2012	2/16/2014
11S011	11090000	SR–19	SR–19	Cantilever	12/20/2011	12/20/2013
11S012	11090000	SR–19	SR–19	Cantilever	12/20/2011	12/20/2013
11S013	11002000	SR–44	SR–44	Cantilever	10/4/2011	10/4/2013
11S014	11002000	SR–44	SR–44	Cantilever	10/4/2011	10/4/2013
11S015	11010000	US–441	US–441	Cantilever	12/20/2011	12/20/2013
11S016	11200000	US–27	US–27	Cantilever	12/20/2011	12/20/2013
11S017	11200000	US–27	US–27	Cantilever	12/20/2011	12/20/2013
11S018	11010047	US–441	US–441	Cantilever	6/13/2012	6/13/2014
11S019	11040000	US–27	US–27	Cantilever	6/13/2012	6/13/2014
11S020	11040000	US–27	US–27	Cantilever	6/13/2012	6/13/2014
18S013	18010000	US–301	US–301	Cantilever	3/10/2011	3/10/2013
18S014	18130000	I–75	I–75	Cantilever	3/10/2011	3/10/2013
36S001	36001000	US–441	US–441	Cantilever	10/25/2011	10/25/2013
36S025	36001000	US–301	US–301	Cantilever	10/25/2011	10/25/2013
36S026	36070000	US–27	US–27	Cantilever	10/25/2011	10/25/2013
36S027	36010000	US–301	US–301	Cantilever	3/10/2011	3/10/2013
36S028	36030000	US–301	US–301	Cantilever	3/10/2011	3/10/2013
36S029	36030000	US–301	US–301	Cantilever	3/10/2011	3/10/2013
36S030	36080000	SR–40	SR–40	Cantilever	3/10/2011	3/10/2013
70S032	70080000	SR–A1A	SR–A1A	Cantilever	9/12/2011	9/12/2013
70S033	70180000	SR–514	SR–514	Cantilever	9/12/2011	9/12/2013
70S034	70180000	SR–514	SR–514	Cantilever	9/12/2011	9/12/2013
70S045	70020000	US–1	US–1	Cantilever	3/30/2011	3/30/2013
70S046	70020000	US–1	US–1	Cantilever	3/30/2011	3/30/2013
70S047	70060000	SR–A1A	SR–A1A	Cantilever	3/30/2011	3/30/2013
70S048	70060000	SR–A1A	SR–A1A	Cantilever	3/30/2011	3/30/2013
70S108	70020000	US–1	US–1	Cantilever	3/28/2012	3/28/2014
70S109	70020000	US–1	US–1	Cantilever	3/28/2012	3/28/2014

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70S168	70030000	US-1 SB	US-1 SB	Cantilever	9/8/2011	9/8/2013
70S169	70030000	US-1 NB	US-1 NB	Cantilever	9/8/2011	9/8/2013
75A013	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A014	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A015	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A018	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A019	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A020	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A021	75060000	SR-50	SR-50	Cantilever	12/27/2011	12/27/2013
75A024	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A025	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A026	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A027	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A028	75008000	SR-408	SR-408	Cantilever	2/16/2012	2/16/2014
75A033	75280000	I-4	I-4	Cantilever	3/27/2012	3/27/2014
75A037	75050000	SR-50	SR-50	Cantilever	2/17/2011	2/17/2013
75A042	75008000	SR-408	SR-408	Cantilever	9/27/2011	9/27/2013
75A045	75002000	SR 482	SR 482	Cantilever	10/11/2011	10/11/2013
75A075	75008000	SR-408	SR-408	Cantilever	3/27/2012	3/27/2014
75A076	75008000	SR-408	SR-408	Cantilever	3/27/2012	3/27/2014
75S001	75002000	SR-482	SR-482	Cantilever	6/14/2011	6/14/2013
75S021	75002000	SR-528	SR-528	Cantilever	11/1/2011	11/1/2013
75S023	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S045	75008000	SR-408	SR-408	Cantilever	6/14/2011	6/14/2013
75S075	75008000	SR-408	SR-408	Cantilever	6/14/2011	6/14/2013
75S143	75030000	US-17	US-17	Cantilever	3/29/2012	3/29/2014
75S145	75035001	SR-535	SR-535	Cantilever	3/27/2012	3/27/2014
75S153	75050000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S154	75050000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S156	75060000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S167	75060000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S168	75060000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S169	75060000	SR-50	SR-50	Cantilever	9/25/2012	9/25/2014
75S177	75140000	SR-520	SR-520	Cantilever	11/2/2011	11/2/2013
75S178	75190000	SR-423	SR-423	Cantilever	9/26/2012	9/26/2014
75S191	75280000	I-4	I-4	Cantilever	1/19/2012	1/19/2014
75S202	75280000	I-4	I-4	Cantilever	1/19/2012	1/19/2014
75S204	75280000	I-4	I-4	Cantilever	1/19/2012	1/19/2014
75S211	75280000	I-4	I-4	Cantilever	1/20/2012	1/20/2014
75S218	75280000	I-4	I-4	Cantilever	3/27/2012	3/27/2014

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75S230	75280000	I–4	I–4	Cantilever	6/28/2012	6/28/2014
75S233	75280000	I–4	I–4	Cantilever	6/15/2012	6/15/2014
75S239	75280000	I–4	I–4	Cantilever	1/20/2012	1/20/2014
75S241	75280000	I–4	I–4	Cantilever	8/1/2012	8/1/2014
75S245	75280000	I–4	I–4	Cantilever	3/27/2012	3/27/2014
75S255	75300000	SR–417	SR–417	Cantilever	6/20/2012	6/20/2014
75S265	75300000	SR–417	SR–417	Cantilever	6/20/2012	6/20/2014
75S282	75300000	SR–417	SR–417	Cantilever	6/20/2012	6/20/2014
75S287	75300000	SR–417	SR–417	Cantilever	6/20/2012	6/20/2014
75S293	75280000	Central Fla Pkwy	Central Fla Pkwy	Cantilever	12/14/2010	12/14/2012
75S301	75002000	SR–482	SR–482	Cantilever	1/19/2012	1/19/2014
75S317	75039000	SR–536	SR–536	Cantilever	3/27/2012	3/27/2014
75S364	75280000	I–4	I–4	Cantilever	6/28/2012	6/28/2014
75S369	75280000	I–4	I–4	Cantilever	6/30/2012	6/30/2014
75S399	75190001	SR–408	SR–423	Cantilever	10/5/2011	10/5/2013
75S400	75190001	SR–408	SR–423	Cantilever	10/5/2011	10/5/2013
75S404	75002000	SR–528	SR–528	Cantilever	11/4/2011	11/4/2013
75S407	75002000	SR–528	SR–528	Cantilever	11/1/2011	11/1/2013
75S412	75002000	SR–528	SR–528	Cantilever	11/3/2011	11/3/2013
75S422	75002000	SR–528	SR–528	Cantilever	11/3/2011	11/3/2013
75S423	75002000	SR–528	SR–528	Cantilever	11/3/2011	11/3/2013
75S427	75002000	SR–528	SR–528	Cantilever	11/2/2011	11/2/2013
75S428	75002000	SR–528	SR–528	Cantilever	11/3/2011	11/3/2013
75S429	75002000	SR–528	SR–528	Cantilever	11/2/2011	11/2/2013
75S430	75002000	SR–528	SR–528	Cantilever	11/2/2011	11/2/2013
75S431	75002000	SR–528	SR–528	Cantilever	11/2/2011	11/2/2013
75S442	75011000	SR–414	SR–414	Cantilever	9/26/2012	9/26/2014
75S451	75515000	CR–423	CR–423	Cantilever	12/14/2010	12/14/2012
75S452	75515000	CR–423	CR–423	Cantilever	12/14/2010	12/14/2012
75S454	75008000	SR–408	SR–408	Cantilever	6/15/2011	6/15/2013
75S456	75039000	SR–536	SR–536	Cantilever	8/19/2011	8/19/2013
75S457	75039000	SR–536	SR–536	Cantilever	8/19/2011	8/19/2013
75S461	75010000	US–17	US–17	Cantilever	9/21/2011	9/21/2013
75S462	75010000	US–17	US–17	Cantilever	9/21/2011	9/21/2013
75S463	75010000	US–17	US–17	Cantilever	9/21/2011	9/21/2013
75S465	75010000	US–17	US–17	Cantilever	9/21/2011	9/21/2013
75S466	75010000	US–17	US–17	Cantilever	9/21/2011	9/21/2013
75S467	75010000	US–17	US–17	Cantilever	9/21/2011	9/21/2013
75S468	75010000	US–17	US–17	Cantilever	9/21/2011	9/21/2013
75S471	75008170	SR–408	SR–408	Cantilever	2/15/2012	2/15/2014

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75S472	75008170	SR–408	SR–408	Cantilever	2/15/2012	2/15/2014
75S473	75008170	SR–408	SR–408	Cantilever	2/15/2012	2/15/2014
75S485	75270000	SR–435	SR–435	Cantilever	3/29/2012	3/29/2014
75S486	75050000	SR–50	SR–50	Cantilever	5/24/2012	5/24/2014
75S487	75050000	SR–50	SR–50	Cantilever	5/24/2012	5/24/2014
75S521	75020000	US–441	US–441	Cantilever	7/25/2012	7/25/2014
75S522	75020000	US–441	US–441	Cantilever	7/25/2012	7/25/2014
75S523	75020000	US–441	US–441	Cantilever	7/25/2012	7/25/2014
75S524	75020000	US–441	US–441	Cantilever	7/25/2012	7/25/2014
75S530	75280000	I–4	I–4	Cantilever	6/28/2012	6/28/2014
75S533	75280000	I–4	I–4	Cantilever	6/28/2012	6/28/2014
75S537	75008000	SR–408	SR–408	Cantilever	6/15/2011	6/15/2013
75S539	75008000	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S540	75008000	SR–408	SR–408	Cantilever	6/15/2011	6/15/2013
75S553	75008160	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S554	75008000	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S555	75008160	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S556	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S563	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S564	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S565	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S566	75008160	SR–434	SR–434	Cantilever	7/20/2011	7/20/2013
75S568	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S570	75008160	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S581	75002000	SR–528	SR–528	Cantilever	3/30/2012	3/30/2014
75S582	75002000	SR–528	SR–528	Cantilever	3/30/2012	3/30/2014
75S587	75280000	I–4	I–4	Cantilever	4/18/2012	4/18/2014
75S590	75020000	US–441	US–441	Cantilever	9/26/2012	9/26/2014
75S591	75020000	US–441	US–441	Cantilever	9/26/2012	9/26/2014
75S603	75002000	SR–528	SR–528	Cantilever	2/16/2011	2/16/2013
75S608	75002000	SR–528	SR–528	Cantilever	2/16/2011	2/16/2013
75S612	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S613	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S614	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S615	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S616	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S617	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S620	75300000	SR–417	SR–417	Cantilever	6/15/2011	6/15/2013
75S623	75300000	SR–417	SR–417	Cantilever	3/15/2011	3/15/2013
75S624	75300000	SR–417	SR–417	Cantilever	4/19/2011	4/19/2013

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75S625	75300000	SR–417	SR–417	Cantilever	3/15/2011	3/15/2013
75S626	75300000	SR–417	SR–417	Cantilever	3/15/2011	3/15/2013
75S629	75300000	SR–417	SR–417	Cantilever	3/16/2011	3/16/2013
75S630	75300000	SR–417	SR–417	Cantilever	3/16/2011	3/16/2013
75S631	75300000	SR–417	SR–417	Cantilever	4/19/2011	4/19/2013
75S633	75300000	SR–417	SR–417	Cantilever	6/15/2011	6/15/2013
75S634	75300000	SR–417	SR–417	Cantilever	3/15/2011	3/15/2013
75S635	75300000	SR–417	SR–417	Cantilever	6/15/2011	6/15/2013
75S638	75280000	I–4	I–4	Cantilever	6/13/2011	6/13/2013
75S639	75280000	I–4	I–4	Cantilever	6/13/2011	6/13/2013
75S640	75280000	I–4	I–4	Cantilever	6/14/2011	6/14/2013
75S641	75280000	I–4	I–4	Cantilever	6/13/2011	6/13/2013
75S642	75280000	I–4	I–4	Cantilever	2/15/2012	2/15/2014
75S648	75280000	I–4	I–4	Cantilever	2/15/2012	2/15/2014
75S649	75280000	I–4	I–4	Cantilever	2/15/2012	2/15/2014
75S650	75280000	I–4	I–4	Cantilever	2/15/2012	2/15/2014
75S651	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S652	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S653	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S654	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S655	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S656	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S657	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S662	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S663	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S664	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S665	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S666	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S668	75011000	SR–414	SR–414	Cantilever	3/8/2011	3/8/2013
75S669	75060000	US–17	US–17	Cantilever	3/8/2011	3/8/2013
75S670	75060000	US–17	US–17	Cantilever	3/8/2011	3/8/2013
75S671	75190000	SR–423	SR–423	Cantilever	3/8/2011	3/8/2013
75S672	75280000	I–4	I–4	Cantilever	3/7/2011	3/7/2013
75S673	75035000	SR–535	SR–535	Cantilever	4/20/2011	4/20/2013
75S674	75140000	SR–520	SR–520	Cantilever	4/26/2011	4/26/2013
75S675	75140000	SR–520	SR–520	Cantilever	4/26/2011	4/26/2013
75S679	75300000	SR–417	SR–417	Cantilever	9/15/2011	9/15/2013
75S687	75300000	SR–417	SR–417	Cantilever	9/15/2011	9/15/2013
75S688	75300000	SR–417	SR–417	Cantilever	9/15/2011	9/15/2013
75S691	75008160	SR–408	SR–408	Cantilever	9/14/2011	9/14/2013

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75S693	75008160	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013
75S694	75008160	SR-408	SR-408	Cantilever	9/14/2011	9/14/2013
75S697	75008160	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013
75S699	75008160	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013
75S703	75008000	SR-408	SR-408	Cantilever	10/27/2011	10/27/2013
75S706	75008000	SR-408	SR-408	Cantilever	12/28/2011	12/28/2013
75S707	75008000	SR-408	SR-408	Cantilever	10/27/2011	10/27/2013
75S708	75008000	SR-408	SR-408	Cantilever	12/28/2011	12/28/2013
75S709	75008000	SR-408	SR-408	Cantilever	12/28/2011	12/28/2013
75S733	75008170	SR-408	SR-408	Cantilever	7/18/2012	7/17/2014
75S735	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S736	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S738	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S739	75008170	SR-408	SR-408	Cantilever	7/17/2012	7/17/2014
75S740	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S741	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S743	75008170	SR-408	SR-408	Cantilever	7/18/2012	7/18/2014
75S745	75008170	SR-408	SR-408	Cantilever	7/18/2012	7/18/2014
75S746	75008170	SR-408	SR-408	Cantilever	7/16/2012	7/16/2014
75S748	75008170	SR-408	SR-408	Cantilever	9/20/2012	9/20/2014
75S749	75010000	SR-500	SR-500	Cantilever	10/26/2010	10/26/2012
75S750	75010000	US-17	US-17	Cantilever	3/29/2011	3/29/2013
75S751	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S752	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S753	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S755	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S757	75008170	SR-408	SR-408	Cantilever	2/17/2011	2/17/2013
75S758	75008170	SR-408	SR-408	Cantilever	7/18/2012	7/18/2014
75S759	75010000	US-17	US-17	Cantilever	3/29/2011	3/29/2013
75S760	75280000	CR-423	CR-423	Cantilever	3/7/2011	3/7/2013
75S761	75280000	CR-423	CR-423	Cantilever	3/7/2011	3/7/2013
75S763	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S764	75280000	LB McLeod Road	LB McLeod Road	Cantilever	3/7/2011	3/7/2013
75S766	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S767	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S768	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S770	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S771	75280000	I-4	I-4	Cantilever	3/7/2011	3/7/2013
75S773	75008000	SR-408	SR-408	Cantilever	4/13/2011	4/13/2013
75S774	75008000	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013

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75S777	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S778	75008000	SR-408	SR-408	Cantilever	4/19/2011	4/19/2013
75S779	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S780	75008000	SR-408	SR-408	Cantilever	4/19/2011	4/19/2013
75S781	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S782	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S783	75008000	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S784	75008170	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S785	75008170	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S786	75008000	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S787	75008000	SR-408	SR-408	Cantilever	4/14/2011	4/14/2013
75S788	75008170	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S789	75008170	SR-408	SR-408	Cantilever	4/18/2012	4/18/2013
75S795	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S796	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S797	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S802	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S803	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S804	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S805	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S806	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S807	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S809	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S810	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S811	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S812	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S813	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S815	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S816	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S838	75002000	SR-528	SR-528	Cantilever	9/14/2011	9/14/2013
75S839	75300000	SR-417	SR-417	Cantilever	9/15/2011	9/15/2013
75S840	75300000	Curry Ford Road	SR-417	Cantilever	9/14/2011	9/14/2013
75S841	75300000	Curry Ford Road	SR-417	Cantilever	9/14/2011	9/14/2013
75S842	75300000	SR-417	SR-417	Cantilever	9/15/2011	9/15/2013
75S843	75300000	SR-417	SR-417	Cantilever	9/14/2011	9/14/2013
75S844	75300000	SR-417	SR-417	Cantilever	9/14/2011	9/14/2013
75S845	75300000	SR-417	SR-417	Cantilever	9/14/2011	9/14/2013
75S847	75300000	SR-50	SR-417	Cantilever	10/27/2011	10/27/2013
75S848	75008000	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013
75S849	75008000	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013

STATE & LPA SIGNS						
75S850	75280000	I-4	I-4	Cantilever	7/14/2011	7/14/2013
75S853	75280000	I-4	I-4	Cantilever	7/17/2012	7/17/2014
75S876	75002000	SR-528	SR-528	Cantilever	9/25/2012	9/25/2014
75S877	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S878	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S879	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S880	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S882	75280000	I-4	I-4	Cantilever	9/21/2012	9/21/2014
75S883	75280000	I-4	I-4	Cantilever	10/26/2010	10/26/2012
75S884	75280000	I-4	I-4	Cantilever	9/21/2012	9/21/2014
75S885	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S887	75280000	I-4	I-4	Cantilever	9/21/2012	9/21/2014
75S889	75280000	I-4	I-4	Cantilever	9/26/2012	9/26/2014
75S911	75002000	SR-528	SR-528	Cantilever	10/6/2011	10/6/2013
75S912	75002000	SR-528	SR-528	Cantilever	10/6/2011	10/6/2013
75S917	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S918	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S919	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S920	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S921	75002000	SR-528	SR-528	Cantilever	10/6/2011	10/6/2013
75S922	75002000	SR-528	SR-528	Cantilever	10/6/2011	10/6/2013
75S923	75002000	SR-528	SR-528	Cantilever	10/7/2011	10/7/2013
75S944	75008000	SR-408	SR-408	Cantilever	3/17/2011	3/17/2013
75S947	75008000	SR-408	SR-408	Cantilever	3/17/2011	3/17/2013
75S948	75008000	SR-408	SR-408	Cantilever	3/17/2011	3/17/2013
75S952	75008000	SR-408	SR-408	Cantilever	3/16/2011	3/16/2013
75S953	75008000	SR-408	SR-408	Cantilever	3/17/2011	3/17/2013
75S954	75008000	SR-408	SR-408	Cantilever	3/16/2011	3/16/2013
75S955	75008000	SR-408	SR-408	Cantilever	3/16/2011	3/16/2013
75S957	75008000	SR-408	SR-408 EB	Cantilever	3/29/2011	3/29/2013
75S958	75008000	SR-408	SR-408	Cantilever	3/16/2011	3/16/2013
75S963	75280000	I-4	I-4	Cantilever	4/20/2011	4/20/2013
75S964	75010000	US-441	US-441	Cantilever	4/20/2011	4/20/2013
75S965	75010000	US-441	US-441	Cantilever	4/20/2011	4/20/2013
75S970	75002043	SR-528	SR-528	Cantilever	5/5/2011	5/5/2013
75S971	75002000	SR-528	SR-528	Cantilever	5/5/2011	5/5/2013
75S972	75002043	SR-528	SR-528	Cantilever	5/5/2011	5/5/2013
75S973	75002000	SR-528	SR-528	Cantilever	5/5/2011	5/5/2013
75S976	75002035	SR-528	SR-436	Cantilever	5/6/2011	5/6/2013
75S977	75002036	SR-528	SR-436	Cantilever	5/6/2011	5/6/2013

STATE & LPA SIGNS						
75S978	75002036	SR–528	SR–436	Cantilever	5/6/2011	5/6/2013
75S985	75020000	US–441	US–441	Cantilever	6/16/2011	6/16/2013
75S986	75020000	US–441	US–441	Cantilever	6/16/2011	6/16/2013
75S987	75020000	US–441	US–441	Cantilever	6/16/2011	6/16/2013
77S004	77080000	SR–436	SR–436	Cantilever	4/17/2012	4/17/2014
77S006	77080000	SR–436	SR–436	Cantilever	4/17/2012	4/17/2014
77S008	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S009	77160000	I–4	I–4	Cantilever	4/17/2012	4/17/2014
77S021	77080000	SR–436	SR–436	Cantilever	4/17/2012	4/17/2014
77S022	77080000	SR–436	SR–436	Cantilever	4/17/2012	4/17/2014
77S025	77160000	I–4	I–4	Cantilever	3/27/2012	3/27/2014
77S026	77160000	I–4	I–4	Cantilever	3/27/2012	3/27/2014
77S027	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S028	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S029	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S030	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S031	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S032	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S045	77160000	I–4	I–4	Cantilever	8/31/2012	8/31/2014
77S049	77160000	I–4	I–4	Cantilever	8/13/2012	8/13/2014
77S050	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S051	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S052	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S053	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S054	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S055	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S057	77160000	I–4	I–4	Cantilever	8/15/2012	8/15/2014
77S058	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S060	77160000	I–4	I–4	Cantilever	2/21/2011	2/21/2013
77S065	77160000	I–4	I–4	Cantilever	4/25/2011	4/25/2013
77S066	77170000	SR–434	SR–434	Cantilever	4/19/2011	4/19/2013
79S066	79110000	I–4	I–4	Cantilever	7/25/2011	7/25/2013
79S068	79110000	I–4	I–4	Cantilever	4/25/2011	4/25/2013
79S069	79060000	US–92	US–92	Cantilever	7/28/2011	7/28/2013
79S071	79060000	US–92	US–92	Cantilever	7/29/2011	7/29/2013
79S072	79060000	US–92	US–92	Cantilever	7/28/2011	7/28/2013
79S073	79060000	US–92	US–92	Cantilever	7/28/2011	7/28/2013
79S074	79230000	SR–421	SR–421	Cantilever	7/27/2011	7/27/2013
79S076	79230000	SR–421	SR–421	Cantilever	7/27/2011	7/27/2013
79S077	79230000	SR–421	SR–421	Cantilever	7/27/2011	7/27/2013

STATE & LPA SIGNS						
79S082	79180000	SR-A1A	SR-A1A	Cantilever	6/20/2011	6/20/2013
79S083	79180000	SR-A1A	SR-A1A	Cantilever	6/20/2011	6/20/2013
79S101	79060000	US-92	US-92	Cantilever	7/28/2011	7/28/2013
79S102	79060000	US-92	US-92	Cantilever	7/29/2011	7/29/2013
79S103	79060000	US-92	US-92	Cantilever	7/29/2011	7/29/2013
79S104	79060000	US-92	US-92	Cantilever	7/29/2011	7/29/2013
79S105	79080000	US-92	US-92	Cantilever	7/29/2011	7/29/2013
79S106	79080000	US-92	US-92	Cantilever	8/22/2012	8/22/2014
79S107	79010000	US-1	US-1	Cantilever	3/30/2011	3/30/2013
79S108	79010000	US-1	US-1	Cantilever	3/30/2011	3/30/2013
79S109	79010000	US-1	US-1	Cantilever	3/30/2011	3/30/2013
79S113	79080000	SR-A1A	SR-A1A	Cantilever	3/30/2011	3/30/2013
79S118	79110000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
79S119	79110000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
79S120	79110000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
79S122	79110000	I-4	I-4	Cantilever	4/22/2011	4/22/2013
79S123	79110000	I-4	I-4	Cantilever	4/25/2011	4/25/2013
79S125	79150000	SR-40	SR-40	Cantilever	4/22/2011	4/22/2013
79S132	79050000	US-17	US-17	Cantilever	10/26/2011	10/26/2013
79S133	79050000	US-17	US-17	Cantilever	10/26/2011	10/26/2013
79S139	79030000	US-1	US-1	Cantilever	4/22/2011	4/22/2013
79S140	79070000	SR-44	SR-44	Cantilever	4/22/2011	4/22/2013
79S141	79110000	I-4	I-4	Cantilever	4/22/2011	4/22/2013
79S142	79150000	SR-40	SR-40	Cantilever	4/22/2011	4/22/2013
79S143	79150000	SR-40	SR-40	Cantilever	4/22/2011	4/22/2013
79S144	79180000	SR-A1A	SR-A1A	Cantilever	4/22/2011	4/22/2013
79S145	79180000	SR-A1A	SR-A1A	Cantilever	4/22/2011	4/22/2013
79S146	79110000	I-4	I-4	Cantilever	7/25/2011	7/25/2013
79S147	79110000	I-4	I-4	Cantilever	7/25/2011	7/25/2013
79S150	79110000	I-4	I-4	Cantilever	7/26/2011	7/26/2013
79S151	79110000	I-4	I-4	Cantilever	7/26/2011	7/26/2013
79S152	79110000	I-4	I-4	Cantilever	7/26/2011	7/26/2013
79S153	79110000	I-4	I-4	Cantilever	7/25/2011	7/25/2013
79S154	79110000	I-4	I-4	Cantilever	7/25/2011	7/25/2013
79S155	79110000	I-4	I-4	Cantilever	7/26/2011	7/26/2013
79S187	79110000	I-4	I-4	Cantilever	8/22/2012	8/21/2014
79S188	79110000	I-4	I-4	Cantilever	8/22/2012	8/22/2014
79S189	79110000	I-4	I-4	Cantilever	8/22/2012	8/22/2014
79S190	79110000	I-4	I-4	Cantilever	8/22/2012	8/22/2014
79S191	79110000	I-4	I-4	Cantilever	8/22/2012	8/22/2014

STATE & LPA SIGNS						
79S205	79110000	I–4	I–4	Cantilever	8/22/2012	8/22/2014
79S217	79040000	US–17	US–17	Cantilever	7/22/2011	7/22/2013
79S218	79050000	US–17	US–17	Cantilever	7/22/2011	7/22/2013
79S220	79010000	US–1	US–1	Cantilever	5/16/2012	5/16/2014
79S221	79080000	SR–A1A	SR–A1A	Cantilever	5/16/2012	5/16/2014
79S222	79060000	US–92	US–92	Cantilever	5/16/2012	5/16/2014
79S223	79040000	US–17	US–17	Cantilever	5/17/2012	5/17/2014
79S224	79040000	US–17	US–17	Cantilever	5/17/2012	5/17/2014
79S225	79010000	US–1	US–1	Cantilever	5/16/2012	5/16/2014
92S018	92030000	US–192	US–192	Cantilever	8/24/2012	8/24/2014
92S039	92515001	World Drive	World Drive	Cantilever	11/10/2010	11/10/2012
92S040	92515001	World Drive	World Drive	Cantilever	11/10/2010	11/10/2012
92S046	92090000	US–192	US–192	Cantilever	12/23/2010	12/23/2012
92S055	92040000	SR–535	SR–535	Cantilever	8/19/2011	8/19/2013
92S056	92040000	SR–535	SR–535	Cantilever	8/19/2011	8/19/2013
92S059	92090000	US–192	US–192	Cantilever	8/24/2012	8/24/2014
92S060	92515001	World Drive	World Drive	Cantilever	11/10/2010	11/10/2012
92S070	92090000	US–192	US–192	Cantilever	8/24/2011	8/24/2013
92S071	92090000	US–192	US–192	Cantilever	8/24/2011	8/24/2013
92S072	92090000	US–192	US–192	Cantilever	8/24/2011	8/24/2013
92S073	92030000	US–192	US–192	Cantilever	4/18/2012	4/18/2014
92S074	92030000	US–192	US–192	Cantilever	4/18/2012	4/18/2014
92S075	92030000	US–192	US–192	Cantilever	4/18/2012	4/18/2014
92S076	92030000	US–192	US–192	Cantilever	4/18/2012	4/18/2014
92S079	92130000	I–4	I–4	Cantilever	6/22/2012	6/22/2014
92S082	92130000	I–4	I–4	Cantilever	6/22/2012	6/22/2014
92S084	92130000	I–4	I–4	Cantilever	6/22/2012	6/22/2014
92S088	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S089	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S090	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S091	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S092	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S093	92130000	I–4	I–4	Cantilever	7/12/2011	7/12/2013
92S094	92130000	I–4	I–4	Cantilever	7/12/2011	7/12/2013
92S102	92130020	I–4	I–4	Cantilever	7/13/2011	7/13/2013
92S111	92090000	US–192	US–192	Cantilever	7/13/2011	7/13/2013
92S112	92090000	US–192	US–192	Cantilever	7/12/2011	7/12/2013
92S117	92130000	I–4	I–4	Cantilever	7/26/2012	7/26/2014
75A096	75008000	SR–408	SR–408	Cantilever – Sign	2/23/2012	2/23/2014
75A036	75000000	Hughey Avenue	Hughey Avenue	Cantilever (DMS)	10/26/2010	10/26/2012

STATE & LPA SIGNS						
75A061	75280000	I-4	I-4	Cantilever (DMS)	1/31/2012	1/31/2014
75A062	75280000	I-4	I-4	Cantilever (DMS)	1/31/2012	1/31/2014
75A063	75280000	I-4	I-4	Cantilever (DMS)	1/31/2012	1/31/2014
75A090	75280000	I-4	I-4	Cantilever (DMS)	1/31/2012	1/31/2014
75A093	75280000	I-4	I-4	Cantilever (DMS)	2/2/2012	2/2/2014
75S644	75280000	I-4	I-4	Cantilever (DMS)	2/15/2012	2/15/2014
79S200	79110000	I-4	I-4	Cantilever (DMS)	6/23/2011	6/23/2013
79S201	79110000	I-4	I-4	Cantilever (DMS)	7/22/2011	7/22/2013
79S219	79110000	I-4	I-4	Cantilever (DMS)	8/16/2011	8/16/2013
92S115	92090000	US-192	US-192	Cantilever (DMS)	7/2/2012	7/2/2014
92S116	92090000	US-192	US-192	Cantilever (DMS)	7/2/2012	7/2/2014
70S151	70020000	US1	CR502	Cantilever DMS	3/30/2011	3/30/2013
75A092	75280000	I-4	I-4	Cantilever DMS	2/1/2012	2/1/2014
75A094	75280000	I-4	I-4	Cantilever DMS	2/1/2012	2/1/2014
75A095	75280000	I-4	I-4	Cantilever DMS	2/1/2012	2/1/2014
75S353	75280000	I-4	I-4	Cantilever DMS	6/30/2012	6/30/2014
75S362	75280000	I-4	I-4	Cantilever DMS	6/28/2012	6/28/2014
75S769	75280000	I-4	I-4	Cantilever DMS	3/7/2011	3/7/2013
75S867	75140000	SR-520	SR-520	Cantilever DMS	8/2/2012	8/2/2014
77S061	77160000	I-4	I-4	Cantilever DMS	3/8/2011	3/8/2013
77S062	77160000	I-4	I-4	Cantilever DMS	4/25/2011	4/25/2013
77S063	77160000	I-4	I-4	Cantilever DMS	3/8/2011	3/8/2013
77S064	77160000	I-4	I-4	Cantilever DMS	3/8/2011	3/8/2013
79S115	79110000	I-4	I-4	Cantilever DMS	3/8/2011	3/8/2013
79S236	79110000	I-4	I-4	Cantilever DMS	3/27/2012	3/27/2014
79S238	79110000	I-4	I-4	Cantilever DMS	2/14/2012	2/14/2014
79S239	79110000	I-4	I-4	Cantilever DMS	3/27/2012	3/27/2014
92S086	92130000	I-4	I-4	Cantilever DMS	6/22/2012	6/22/2014
75A065	75000408	Garland Ave.	Garland Ave.	Cantilever Sign	12/12/2011	12/12/2013
75A066	75060000	SR-50	SR-50	Cantilever Sign	12/12/2011	12/12/2013
75A068	75090000	SR-426	SR-426	Cantilever Sign	12/12/2011	12/12/2013
75A069	75090000	SR-426	SR-426	Cantilever Sign	12/12/2011	12/12/2013
75A070	75011000	SR-414	SR-414	Cantilever Sign	12/13/2011	12/13/2013
75A071	75280000	I-4	I-4	Cantilever Sign	12/13/2011	12/13/2013
75A072	75280000	I-4	I-4	Cantilever Sign	12/13/2011	12/13/2013
75A079	75002000	SR-528	SR-528	Cantilever Sign	1/26/2012	1/30/2014
75A080	75002000	SR-528	SR-528	Cantilever Sign	1/26/2012	1/26/2014
75A081	75002000	SR-528	SR-528	Cantilever Sign	1/26/2012	1/30/2014
75A085	75002000	SR-528	SR-528	Cantilever Sign	2/1/2012	2/1/2014
75A086	75002000	SR-528	SR-528	Cantilever Sign	2/1/2012	2/1/2014

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75A091	75280000	I–4	I–4	Cantilever Sign	1/31/2012	1/31/2014
75A098	75008000	SR–408	SR–408 Goldenrod	Cantilever Sign	2/22/2012	2/27/2014
75A099	75008000	SR–408	SR–408	Cantilever Sign	2/22/2012	2/27/2014
77S095	77470000	SR–417	SR–417	Cantilever Sign	11/28/2011	11/28/2013
77S096	77470000	SR–417	SR–417	Cantilever Sign	11/28/2011	11/28/2013
79S078	79110000	I–4	I–4	Cantilever VMS	7/27/2011	7/27/2013
79S079	79110000	I–4	I–4	Cantilever VMS	7/27/2011	7/27/2013
77S097	77160000	I–4	I–4	Cantilever–DMS	2/14/2012	2/14/2014
77S099	77160000	I–4	I–4	Cantilever–DMS	2/14/2012	2/14/2014
77S098	77160000	I–4	I–4	Cantilver DMS	2/14/2012	2/16/2014
70P219	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P220	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P221	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P222	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P223	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P224	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P225	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P226	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P227	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P228	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P229	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P230	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P231	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P232	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P233	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P217	70100001	SR 520 WB	SR 520	HMLP	10/5/2009	10/5/2014
70P218	70100001	SR 520 WB	SR 520	HMLP	10/5/2009	10/5/2014
75P043	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P044	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P045	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P046	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P047	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P048	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P049	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P050	75270000	I–4	SR–435	HMLP	1/19/2012	1/19/2014
75P051	75270000	I–4	SR–435	HMLP	1/19/2012	1/19/2014
75P052	75270000	I–4	SR–435	HMLP	1/19/2012	1/19/2014
75P531	75002000	Daetwyler Dr.	SR–528	HMLP	10/7/2009	10/7/2014
75P532	75002000	Daetwyler Drive	SR–528 EB	HMLP	1/25/2011	1/25/2016

STATE & LPA SIGNS						
75P533	75002000	Daetwyler Drive	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P534	75002000	Tradeport Dr.	SR–528 WB	HMLP	1/25/2011	1/25/2016
75P535	75002000	Tradeport Drive	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P536	75002000	Tradeport Drive	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P537	75002000	McCoy RD	Conway RD	HMLP	1/28/2011	1/28/2016
75P538	75002000	Conway Rd	SR–528	HMLP	1/28/2011	1/28/2016
75P539	75002000	Conway Rd	SR–528	HMLP	1/28/2011	1/28/2016
75P540	75002000	SR–436	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P541	75002000	SR–436	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P542	75002000	SR–436	SR 528 EB	HMLP	1/27/2011	1/27/2016
75P543	75002000	SR–436	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P544	75002000	SR–436	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P546	75002000	SR–436	SR–528 WB	HMLP	1/27/2011	1/27/2016
75P548	75003000	SR–528	SR–436 NB	HMLP	1/27/2011	1/27/2016
75P549	75003000	SR–528	SR–436 SB	HMLP	1/27/2011	1/27/2016
75P550	75003000	SR–528	SR–436 SB	HMLP	1/27/2011	1/27/2016
75P551	75003000	SR–528	SR–436 SB	HMLP	1/27/2011	1/27/2016
75P552	75002000	SR–436	SR–528 EB on Ramp	HMLP	1/27/2011	1/27/2016
75P553	75002000	SR–436	SR–528 EB	HMLP	1/28/2011	1/28/2016
75P554	75002000	SR–528	SR–436 SB	HMLP	1/28/2011	1/28/2016
75P555	75002000	SR–436 NB	SR–528 EB	HMLP	5/3/2011	5/3/2016
75P556	75003001	SR–436 NB	SR–436 NB	HMLP	5/3/2011	5/3/2016
75P557	75003001	SR–436 NB	SR–436 NB	HMLP	5/3/2011	5/3/2016
75P558	75002000	SR–528 WB	SR–528 WB	HMLP	5/3/2011	5/3/2016
75P559	75002000	SR–528 EB	SR–528 EB	HMLP	5/3/2011	5/3/2016
75P560	75002000	SR–528 EB	SR–528 EB	HMLP	5/4/2011	5/4/2016
75P561	75140000	SR–520 EB	SR–520 EB	HMLP	5/4/2011	5/4/2016
75P567	75140000	SR–520 EB	SR–520 EB	HMLP	5/4/2011	5/4/2016
75P568	75002000	SR–528 WB	SR–528 WB	HMLP	5/4/2011	5/4/2016
75P569	75002000	SR–528 WB	SR–528 WB	HMLP	5/4/2011	5/4/2016
75P570	75002000	SR–528 WB	SR–528 WB	HMLP	5/4/2011	5/4/2016
75P571	75280000	SR–536	I–4	HMLP	10/4/2011	10/4/2016
75P572	75280000	I–4	I–4	HMLP	10/4/2011	10/4/2016
75P573	75280000	SR–536	I–4	HMLP	10/4/2011	10/4/2016
75P574	75280000	SR–536	I–4	HMLP	10/4/2011	10/4/2016
75P575	75280000	I–4	I–4	HMLP	10/4/2011	10/4/2016
75P576	75039000	I–4 WB to SR–536 WB	I–4 WB to SR536	HMLP	5/4/2011	5/4/2016
75P577	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P578	75039000	SR–536 EB	SR–536 EB	HMLP	5/4/2011	5/4/2016

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75P579	75039000	SR–536 EB to I–4 WB	SR–536 EB I–4 WB	HMLP	5/4/2011	5/4/2016
75P580	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P581	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P582	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P583	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P584	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P585	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P586	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P587	75039000	SR–536 WB	SR–536 WB	HMLP	5/4/2011	5/4/2016
75P588	75039000	SR–536 WB	SR–536 WB	HMLP	5/4/2011	5/4/2016
75P589	75039000	SR–536 WB	SR–536 WB	HMLP	5/5/2011	5/5/2016
75P590	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P591	75039000	SR–536 WB	SR–536 WB	HMLP	5/5/2011	5/5/2016
75P592	75039000	SR–536 WB	SR–536 WB	HMLP	5/5/2011	5/5/2016
75P593	75039000	SR–536 EB	SR–536 EB	HMLP	5/5/2011	5/5/2016
75P594	75039000	SR–536 EB	SR–536 EB	HMLP	5/5/2011	5/5/2016
75P595	75039000	SR–536 WB	SR–536 WB	HMLP	5/5/2011	5/5/2016
75P596	75039000	SR–536 WB to I–4 EB	SR–536 WB to I–4	HMLP	5/5/2011	5/5/2016
75P597	75039000	SR–536 WB to I–4 EB	SR–536 WB – I–4	HMLP	5/5/2011	5/5/2016
75P598	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P599	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P651	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P652	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P653	75280000	Exit 26 B	I–4	HMLP	10/13/2009	10/13/2014
75P654	75280000	I–4	Exit 26AB	HMLP	10/13/2009	10/13/2014
75P656	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P657	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P658	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P659	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P663	75280000	SR–528	I–4	HMLP	10/13/2009	10/13/2014
75P664	75280000	SR–528	I–4	HMLP	10/13/2009	10/13/2014
75P710	75280000	W Michigan St.	I–4	HMLP	10/7/2009	10/7/2014
75P711	75280000	West Moreland Ave	I–4	HMLP	10/7/2009	10/7/2014
75P712	75280000	I–4	I–4	HMLP	7/26/2010	10/7/2014
75P713	75280000	SR–500	I–4	HMLP	10/28/2009	10/28/2014
75P714	75280000	SR–500	I–4	HMLP	10/7/2009	10/7/2014
75P715	75280000	Rio Grande ave	I–4	HMLP	10/7/2009	10/7/2014
75P716	75280000	SR–500	I–4	HMLP	10/7/2009	10/7/2014
75P717	75280000	Osceola Parkway	I–4 Ramp	HMLP	9/22/2011	9/22/2016

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75P718	75280000	Osceola Parkway	I–4	HMLP	9/22/2011	9/22/2016
75P719	75280000	Osceola Parkway	I–4 EB Ramp	HMLP	9/22/2011	9/22/2016
75P720	75280000	SR–536	I–4	HMLP	9/22/2011	9/22/2016
75P721	75280000	SR–536	I–4	HMLP	9/22/2011	9/22/2016
75P722	75280000	SR–536	I–4	HMLP	9/22/2011	9/22/2016
75P723	75280000	SR–536	I–4	HMLP	9/22/2011	9/22/2016
75P724	75280000	Osceola Parkway	I–4	HMLP	9/22/2011	9/22/2016
75P725	75280000	Osceola Parkway	I–4	HMLP	9/22/2011	9/22/2016
75P726	75002000	SR–528	SR436	HMLP	3/2/2011	3/2/2016
77P086	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P087	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P088	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P089	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P090	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P091	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P092	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P093	77160000	Lake Mary Blvd.	I–4	HMLP	10/27/2009	10/27/2014
77P094	77160000	I–4	Lake Mary Blvd.	HMLP	10/27/2009	10/27/2014
77P095	77160000	Lake Mary Blvd.	I–4	HMLP	10/27/2009	10/27/2014
77P096	77160000	Lake Mary Blvd.	I–4	HMLP	10/27/2009	10/27/2014
77P097	77160000	I–4	Lake Mary Blvd.	HMLP	10/26/2009	10/26/2014
77P098	77160000	I–4	Lake Mary Blvd.	HMLP	10/26/2009	10/26/2014
77P099	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P100	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P101	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P102	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P103	77160000	I–4	Paola Rd	HMLP	10/28/2009	10/28/2014
77P104	77160000	I–4	Paola Rd	HMLP	10/28/2009	10/28/2014
77P105	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P106	77160000	Paola Rd.	I–4	HMLP	10/27/2009	10/27/2014
77P107	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P108	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P109	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P110	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P111	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P112	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P113	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P114	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P115	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P116	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014

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77P117	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P118	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P119	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P120	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P121	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P122	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P123	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P124	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P125	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P126	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P127	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P128	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P129	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P130	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P131	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P132	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P133	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P134	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P135	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P136	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P137	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P138	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P139	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P140	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P141	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P142	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P143	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P144	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
92P020	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P021	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P022	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P023	92130000	I–4	Osceola Parkway	HMLP	9/22/2011	9/22/2016
92P024	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P025	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P026	92130000	Osceola Pkwy	I–4 WB Off Ramp	HMLP	9/22/2011	9/22/2016
92P027	92130000	I–4	Osceola Parkway	HMLP	9/22/2011	9/22/2016
92P029	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P030	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
92P031	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P032	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017

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92P033	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P034	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P035	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P036	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P037	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P038	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P039	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P040	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P041	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P042	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P043	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P044	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P045	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P046	92090000	US–192	US–192	HMLP	4/30/2012	4/30/2017
92P047	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P048	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P049	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P050	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P051	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P052	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P053	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P054	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P055	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P056	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P057	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P058	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
92P059	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P060	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P061	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
92P062	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P063	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P064	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P065	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P066	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P067	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P068	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P069	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P070	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P071	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P072	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017

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92P073	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P074	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P075	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
92P076	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P077	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P078	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P079	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P080	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P081	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P082	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P083	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P084	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P085	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P086	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P087	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P088	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P089	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
70S090	70110000	SR–50	SR–50	Mast Arm (DMS)	5/22/2012	5/22/2014
70S092	70002000	SR–406	SR–406	Mast Arm (DMS)	8/15/2011	8/15/2013
70S093	70002000	Singleton Ave.	Singleton Ave.	Mast Arm (DMS)	8/15/2011	8/15/2013
70S094	70020000	SR–406	SR–406	Mast Arm (DMS)	8/15/2011	8/15/2013
70S095	70030000	US–1	US–1	Mast Arm (DMS)	8/15/2011	8/15/2013
70S096	70030000	US–1	US–1	Mast Arm (DMS)	8/15/2011	8/15/2013
70S097	70030000	US–1	US–1	Mast Arm (DMS)	5/22/2012	5/22/2014
70S098	70100000	SR–520	SR–520	Mast Arm (DMS)	5/22/2012	5/22/2014
70S099	70014000	SR–519	SR–519	Mast Arm (DMS)	5/22/2012	5/22/2014
70S100	70180000	SR–514	SR–514	Mast Arm (DMS)	8/15/2011	8/15/2013
70S101	70050000	US–192	US–192	Mast Arm (DMS)	8/15/2011	8/15/2013
70S102	70050000	US–192	US–192	Mast Arm (DMS)	8/15/2011	8/15/2013
70S103	70120000	SR–518	SR–518	Mast Arm (DMS)	8/15/2011	8/15/2013
70S104	70120004	SR–518	SR–518	Mast Arm (DMS)	8/15/2011	8/15/2013
70S105	70130000	CR–509	CR–509	Mast Arm (DMS)	5/21/2012	5/21/2014
70S106	70013000	CR–509	CR–509	Mast Arm (DMS)	8/15/2011	8/15/2013
70S110	70030000	CR–5A	CR–5A	Mast Arm (DMS)	5/17/2012	5/17/2014
70S111	70030000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S112	70030000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S113	70150000	SR–46	SR–46	Mast Arm (DMS)	5/22/2012	5/22/2014
70S114	70160000	Singleton Ave.	Singleton Ave.	Mast Arm (DMS)	5/22/2012	5/22/2014
70S115	70160000	SR–405	SR–405	Mast Arm (DMS)	5/22/2012	5/22/2014
70S116	70110000	SR–50	SR–50	Mast Arm (DMS)	5/22/2012	5/22/2014

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70S117	70160000	SR–405	SR–405	Mast Arm (DMS)	5/22/2012	5/22/2014
70S118	70001000	SR–405	SR–405	Mast Arm (DMS)	5/22/2012	5/22/2014
70S119	70006000	SR–407	SR–407	Mast Arm (DMS)	5/22/2012	5/22/2014
70S120	70001000	SR–405	SR–405	Mast Arm (DMS)	5/17/2012	5/17/2014
70S121	70020000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S122	70020000	US–1	US–1	Mast Arm (DMS)	5/22/2012	5/22/2014
70S123	70070000	E. Industry Rd.	E. Industry Rd.	Mast Arm (DMS)	5/22/2012	5/22/2014
70S124	70070000	SR–524	SR–524	Mast Arm (DMS)	5/22/2012	5/22/2014
70S125	70070000	SR–524	SR–524	Mast Arm (DMS)	5/22/2012	5/22/2014
70S126	70070000	SR–524	SR–524	Mast Arm (DMS)	5/22/2012	5/22/2014
70S127	70070000	Cox Rd.	Cox Rd.	Mast Arm (DMS)	5/22/2012	5/22/2014
70S128	70100000	Cox Rd.	Cox Rd.	Mast Arm (DMS)	5/21/2012	5/21/2014
70S129	70100000	SR–520	SR–520	Mast Arm (DMS)	5/21/2012	5/21/2014
70S130	70220067	I–95	I–95	Mast Arm (DMS)	5/21/2012	5/21/2014
70S132	70020000	US–1	US–1	Mast Arm (DMS)	5/21/2012	5/21/2014
70S133	70020000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S134	70020000	Suntree Blvd.	Suntree Blvd.	Mast Arm (DMS)	5/17/2012	5/17/2014
70S135	70740000	Suntree Blvd.	Suntree Blvd.	Mast Arm (DMS)	5/21/2012	5/21/2014
70S136	70120004	CR–509	CR–509	Mast Arm (DMS)	5/21/2012	5/21/2014
70S137	70050000	CR–511	CR–511	Mast Arm (DMS)	5/21/2012	5/21/2014
70S138	70050000	US–192	US–192	Mast Arm (DMS)	5/21/2012	5/21/2014
70S139	70520000	CR–509	CR–509	Mast Arm (DMS)	5/21/2012	5/21/2014
70S140	70012000	SR–507	SR–507	Mast Arm (DMS)	5/21/2012	5/21/2014
70S141	70012000	SR–507	SR–507	Mast Arm (DMS)	5/21/2012	5/21/2014
70S142	70520000	SR–518	CR–511	Mast Arm (DMS)	8/24/2012	8/24/2014
70S143	70000215	CR–516	CR–516	Mast Arm (DMS)	8/24/2012	8/24/2014
70S144	70503000	CR–516	CR–516	Mast Arm (DMS)	8/24/2012	8/24/2014
79S162	79070000	SR–44	SR–44	Mast Arm (DMS)	6/23/2011	6/23/2013
79S163	79070000	Kepler Rd.	Kepler Rd.	Mast Arm (DMS)	6/23/2011	6/23/2013
79S164	79070000	SR–44	SR–44	Mast Arm (DMS)	6/23/2011	6/23/2013
79S165	79070000	Kepler Rd.	Kepler Rd.	Mast Arm (DMS)	6/23/2011	6/23/2013
79S166	79060000	SR–600	SR–600	Mast Arm (DMS)	6/23/2011	6/22/2013
79S167	79001000	SR–400	SR–400	Mast Arm (DMS)	6/20/2011	6/20/2013
79S168	79001000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/20/2011	6/20/2013
79S169	79001000	SR–400	SR–400	Mast Arm (DMS)	6/20/2011	6/20/2013
79S170	79001000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/20/2011	6/20/2013
79S171	79001000	SR–400	SR–400	Mast Arm (DMS)	6/20/2011	6/20/2013
79S172	79001000	Clyde Morris Blvd.	Clyde Morris Blvd.	Mast Arm (DMS)	6/20/2011	6/20/2013
79S173	79000285	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S174	79000285	Bellevue Ave.	Bellevue Ave.	Mast Arm (DMS)	6/22/2011	6/22/2013

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79S175	79000285	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S176	79000096	Bellevue Ave.	Bellevue Ave.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S177	79060000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S178	79060000	US–92	US–92	Mast Arm (DMS)	6/22/2011	6/22/2013
79S179	79060000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S180	79060000	US–92	US–92	Mast Arm (DMS)	6/22/2011	6/22/2013
79S181	79060000	US–92	US–92	Mast Arm (DMS)	6/21/2011	6/21/2013
79S182	79060000	Clyde Morris Blvd.	Clyde Morris Blvd.	Mast Arm (DMS)	6/21/2011	6/21/2013
79S183	79100000	SR–40	SR–40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S184	79100000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/21/2011	6/21/2013
79S185	79100000	SR–40	SR–40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S202	79210000	SR–442	SR–442	Mast Arm (DMS)	5/17/2012	5/17/2014
79S203	79070000	SR–44	SR–44	Mast Arm (DMS)	5/16/2012	5/16/2014
79S204	79070001	US–1 Business	US–1 Business	Mast Arm (DMS)	8/26/2011	8/26/2013
79S206	79100000	SR–40	SR–40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S207	79100000	SR–5A	SR–5A	Mast Arm (DMS)	6/21/2011	6/21/2013
79S208	79100000	SR–40	SR–40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S209	79100000	SR–5A	SR–5A	Mast Arm (DMS)	6/21/2011	6/21/2013
79S210	79030000	SR–5A	SR–5A	Mast Arm (DMS)	6/21/2011	6/21/2013
79S211	79030000	US–1	US–1	Mast Arm (DMS)	6/21/2011	6/21/2013
79S212	79030000	US–1	US–1	Mast Arm (DMS)	6/21/2011	6/21/2013
79S226	79503000	CR–415	CR–415	Mast Arm (DMS)	5/16/2012	5/16/2014
79S227	79000154	CR–421	CR–421	Mast Arm (DMS)	5/16/2012	5/16/2014
79S228	79230000	SR–421	SR–421	Mast Arm (DMS)	5/16/2012	5/16/2014
79S229	79230000	SR–421	SR–421	Mast Arm (DMS)	5/16/2012	5/16/2014
79S230	79120000	CR–415	CR–415	Mast Arm (DMS)	5/17/2012	5/17/2014
79S231	79070000	SR–44	SR–44	Mast Arm (DMS)	5/17/2012	5/17/2014
79S232	79010000	US–1	US–1	Mast Arm (DMS)	5/16/2012	5/16/2014
79S233	79010000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
79S234	79010000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
75A022	75003000	SR–436	SR–436	Mast Arm Sign	12/27/2011	12/27/2013
75A023	75003000	SR–436	SR–436	Mast Arm Sign	12/27/2011	12/27/2013
75S133	75010000	US–17	US–17	Mast Arm Sign	5/31/2012	5/31/2014
75S134	75010000	US–17	US–17	Mast Arm Sign	5/31/2012	5/31/2014
75S139	75020000	US–441	US–441	Mast Arm Sign	5/31/2012	5/31/2014
75S140	75020000	US–441	US–441	Mast Arm Sign	5/31/2012	5/31/2014
75P001	75002000	International Corp Park	SR–528	WSHMLP	2/17/2012	2/17/2014
75P002	75002000	International Corp Park	SR–528	WSHMLP	2/17/2012	2/17/2014
75P003	75002000	International Corp Park	SR–528	WSHMLP	2/17/2012	2/17/2014
75P004	75002000	International Corp Park	SR–528	WSHMLP	2/17/2012	2/17/2014
75P005	75002000	International Corp Park	SR–528	WSHMLP	2/17/2012	2/17/2014

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75P006	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P007	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P008	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P009	75002000	SR-417	SR-528	WSHMLP	2/28/2012	2/28/2014
75P010	75002000	SR-417	SR-528	WSHMLP	2/28/2012	2/28/2014
75P011	75002000	SR-417	SR-528	WSHMLP	2/28/2012	2/28/2014
75P012	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P013	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P014	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P015	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P016	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014
75P017	75002000	SR-417	SR-528	WSHMLP	2/17/2012	2/17/2014

NON-LPA SIGNS						
Brkey	Lrsinvrt	Featint	Facility	Strucname	Lastinsp	Nextinsp
75A001	75301000	SR–417	SR–417	Bridge Sign	11/30/2011	11/30/2013
75A002	75301000	SR–417	SR–417	Bridge Sign	11/30/2011	11/30/2013
75A003	75301000	SR–417	SR–417	Cantilever	11/30/2011	11/30/2013
75A004	75301000	SR–417	SR–417	Cantilever	11/30/2011	11/30/2013
75A005	75301000	SR–417	SR–417	Cantilever	11/30/2011	11/30/2013
75A006	75301000	SR–417	SR–417	Cantilever	11/29/2011	11/29/2013
75A007	75301000	SR–417	SR–417	Cantilever	11/29/2011	11/29/2013
75A008	75301000	SR–417	SR–417	Cantilever	11/29/2011	11/29/2013
75A009	75301000	SR–417	Dowden Rd.	Cantilever	11/30/2011	11/30/2013
75A010	75301000	SR–417	SR–417	Bridge Sign	12/27/2011	12/27/2013
75A011	75301000	SR–417	SR–417	Bridge Sign	12/27/2011	12/27/2013
75A034	75320000	SR–429	SR–429	Cantilever	7/25/2012	7/25/2014
75A035	75320000	SR–429	SR–429	Bridge Sign	7/25/2012	7/25/2014
75A053	75301000	SR 417	SR 417	Cantilever	10/11/2011	10/11/2013
75A054	75301000	SR 417	SR 417	Cantilever Sign	10/11/2011	10/11/2013
75A055	75301000	SR 417	SR 417	Cantilever Sign	10/11/2011	10/11/2013
75A056	75301000	SR 417	SR 417	Cantilever Sign	10/11/2011	10/11/2013
75A057	75301000	SR 417	SR 417	Butterfly Sign	10/11/2011	10/11/2013
75A058	75301000	SR 417	SR 417	Butterfly	10/12/2011	10/12/2013
75A100	75320000	SR–429	SR–429	Bridge Sign	5/15/2012	5/15/2014
75A101	75320000	SR–429	SR–429	Bridge Sign	5/15/2012	5/15/2014
75A102	75320000	SR–429	SR–429	Cantilever Sign	5/14/2012	5/14/2014
75A103	75032000	SR–429	SR–429	Bridge Sign	5/15/2012	5/15/2014
75A104	75320000	CR–437A	CR–437A	Cantilever Sign	5/14/2012	5/14/2014
75A105	75320000	CR–437A	CR–437A	Cantilever Sign	5/14/2012	5/14/2014
75A106	75320000	SR–429	SR–429	Bridge Sign	5/14/2012	5/14/2014
75A107	75320000	SR–429	SR–429	Cantilever Sign	5/14/2012	5/14/2014
75P018	75301000	SR–528	SR–417	WSHMLP	2/29/2012	2/28/2014
75P019	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P020	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P021	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P022	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P023	75301000	SR–528	SR–417	WSHMLP	2/29/2012	2/28/2014
75P024	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P025	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P026	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P027	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P031	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P032	75301000	SR–528	SR–417	WSHMLP	2/29/2012	2/28/2014

NON-LPA SIGNS						
75P033	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P034	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P035	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P036	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P037	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P038	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P039	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P040	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P041	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P042	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75S323	75301000	SR-417	SR-417	Bridge	7/17/2012	7/17/2014
75S324	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S325	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S326	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S327	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S333	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S334	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S335	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S336	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S343	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S344	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S345	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S346	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S349	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S488	75320000	SR-429	SR-429	Bridge Sign	7/26/2012	7/26/2014
75S489	75320000	SR-429	SR-429	Cantilever	7/26/2012	7/26/2014
75S490	75320000	SR-429	SR-429	Cantilever	7/26/2012	7/26/2014
75S491	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S492	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S493	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S494	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S495	75320000	SR-429	SR-429	Bridge	10/27/2011	10/27/2013
75S496	75230000	SR-438	SR-438	Cantilever	6/13/2012	6/13/2014
75S497	75320000	SR-429	SR-429	Bridge	7/18/2012	7/18/2014
75S498	75320000	SR-429	SR-429	Cantilever	7/25/2012	7/25/2014
75S499	75320000	SR-429	SR-429	Bridge Sign	7/25/2012	7/25/2014
75S500	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014
75S501	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014
75S502	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014
75S504	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014

NON-LPA SIGNS						
75S506	75320000	SR–429	SR–429	Bridge – DMS	7/19/2012	7/19/2014
75S507	75320000	SR–429	SR–429	Cantilever	7/24/2012	7/24/2014
75S508	75320000	SR–429	SR–429	Bridge DMS	7/24/2012	7/24/2014
75S509	75320000	SR–429	SR–429	Cantilever	7/24/2012	7/24/2014
75S510	75320000	SR–429	SR–429	Cantilever	7/24/2012	7/24/2014
75S517	75320000	SR–429	SR–429	Cantilever	7/24/2012	7/24/2014
75S518	75320000	SR–429	SR–429	Cantilever	7/24/2012	7/24/2014
75S576	75301000	SR–417	SR–417	Bridge–Sign	3/28/2012	3/28/2014
75S577	75301000	SR–417	SR–417	Bridge – Sign	3/28/2012	3/28/2014
75S580	75301003	SR–528	SR–528	Bridge Sign	3/30/2012	3/30/2014
75S593	75320000	SR–429	SR–429	Bridge	12/15/2010	12/15/2012
75S594	75320000	SR–429	SR–429	Bridge	12/15/2010	12/15/2012
75S595	75320000	SR–429	SR–429	Cantilever	12/15/2010	12/15/2012
75S596	75320000	SR–429	SR–429	Cantilever	12/15/2010	12/15/2012
75S597	75320000	SR–429	SR–429	Bridge	12/17/2010	12/17/2012
75S598	75320000	SR–429	SR–429	Bridge	12/17/2010	12/17/2012
75S599	75320000	SR–429	SR–429	Cantilever	12/15/2010	12/15/2012
75S600	75320000	SR–429	SR–429	Cantilever	12/15/2010	12/15/2012
75S601	75320000	SR–429	SR–429	Cantilever	12/17/2010	12/17/2012
75S602	75320000	SR–429	SR–429	Bridge	12/17/2010	12/17/2012
75S701	75320000	SR 429	SR 429	Cantilever	10/27/2011	10/27/2013
75S702	75320000	SR 429	SR 429	Cantilever	10/27/2011	10/27/2013
75S713	75320000	SR429 NB Toll Plaza Ramp	SR–429	Cantilever	5/23/2012	5/23/2014
75S714	75320000	SR–429	SR–429	Cantilever	5/23/2012	5/23/2014
75S715	75320000	SR–429	SR–429	Cantilever	5/24/2012	5/24/2014
75S716	75320000	SR–429	SR–429	Cantilever	5/24/2012	5/24/2014
75S717	75320000	CR–535	CR–535	Cantilever	5/23/2012	5/23/2014
75S718	75320000	CR–535	CR–535	Cantilever	5/23/2012	5/23/2014
75S719	75320000	SR–429	SR–429	Cantilever	5/23/2012	5/23/2014
75S720	75320000	SR–429	SR–429	Cantilever	5/23/2012	5/23/2014
75S721	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S722	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S723	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S724	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S725	75320000	SR–429	SR–429	Cantilever	5/24/2012	5/24/2014
75S726	75320000	SR–429	SR–429	Bridge DMS	6/14/2012	6/14/2014
75S727	75320000	SR–429	SR–429	Bridge	5/23/2012	5/23/2014
75S728	75320000	SR–429	SR–429	Bridge DMS	6/14/2012	6/14/2014
75S729	75320000	SR–429	SR–429	Bridge DMS	6/14/2012	6/14/2014
75S730	75320000	SR–429	SR–429	Bridge DMS	6/13/2012	6/13/2014

NON-LPA SIGNS						
75S731	75320000	SR-429	SR-429	Bridge Sign	6/13/2012	6/13/2014
75S817	75301000	SR-417	SR-417	Bridge	9/19/2011	9/19/2013
75S818	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S819	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S820	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S821	75301000	SR-417	SR-417	Bridge	9/19/2011	9/19/2013
75S822	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S823	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S824	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S825	75301000	Landstar Boulevard	SR-417	Cantilever	9/20/2011	9/20/2013
75S826	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S827	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S828	75301000	Boggy Creek Road	SR-417	Cantilever	9/19/2011	9/19/2013
75S829	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S830	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S831	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S832	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S833	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S834	75301000	Narcoossee Road	SR-417	Cantilever	9/20/2011	9/20/2013
75S835	75301000	Narcoossee Road	SR-417	Cantilever	9/20/2011	9/20/2013
75S836	75301000	SR-417	SR-417	Cantilever	9/21/2011	9/21/2013
75S837	75301000	SR-417	SR-417	Cantilever	9/21/2011	9/21/2013
75S854	75301000	SR-417	SR-417	Bridge (DMS)	8/30/2012	8/30/2014
75S855	75301000	SR-417	SR-417	Bridge (DMS)	8/30/2012	8/30/2014
75S856	75301000	SR-417	SR-417	Bridge (DMS)	8/31/2012	8/31/2014
75S857	75301000	SR-417	SR-417	Bridge DMS	8/31/2012	8/31/2014
75S858	75301000	SR-417	SR-417	Bridge DMS	8/31/2012	8/31/2014
75S869	75320000	SR-429	SR-429	Bridge (DMS)	9/19/2012	9/19/2014
75S870	75320000	SR-429	SR-429	Bridge (DMS)	9/19/2012	9/19/2014
75S871	75320000	SR-429	SR-429	Bridge (DMS)	9/20/2012	9/20/2014
75S872	75320000	SR-429	SR-429	Bridge (DMS)	9/20/2012	9/20/2014
75S890	75301000	SR-417	SR-417	Cantilever	10/25/2010	10/25/2012
75S891	75301000	SR-417	SR-417	Bridge Sign	2/18/2011	2/18/2013
75S892	75301000	SR-417	SR-417	Bridge Sign	2/18/2011	2/18/2013
75S893	75301000	SR-417	SR-417	Bridge	10/25/2010	10/25/2012
75S894	75301000	SR-417	SR-417	Cantilever	10/25/2010	10/25/2012
75S895	75301000	SR-417	SR-417	Cantilever	10/25/2010	10/25/2012
75S896	75301000	SR-417	SR-417	Bridge	10/25/2010	10/25/2012
75S897	75301000	SR-417	SR-417	Bridge Sign	11/9/2010	11/9/2012
75S898	75301000	SR-417	SR-417	Bridge	11/9/2010	11/9/2012

NON-LPA SIGNS						
75S899	75301000	SR-417	SR-417	Bridge	11/8/2010	11/8/2012
75S900	75301000	SR-417	SR-417	Bridge	11/8/2010	11/8/2012
75S901	75301000	SR-417	SR-417	Bridge	11/8/2010	11/8/2012
75S902	75301000	SR-417	SR-417	Cantilever	11/8/2010	11/8/2012
75S903	75301000	SR-417	SR-417	Cantilever	11/8/2010	11/8/2012
75S904	75301000	SR-417	SR-417	Cantilever	11/8/2010	11/8/2012
75S905	75301000	SR-417	SR-417	Bridge	11/8/2010	11/8/2012
75S906	75301000	SR-417	SR-417	Bridge	11/9/2010	11/9/2012
75S907	75301000	SR-417	SR-417	Cantilever	11/9/2010	11/9/2012
75S908	75301000	SR-417	SR-417	Bridge	10/25/2010	10/25/2012
75S924	75340000	SR-414	SR-414	Bridge Sign	2/28/2011	2/28/2013
75S925	75340000	SR-414	SR-414	Cantilever	2/28/2011	2/28/2013
75S926	75340000	SR-414	SR-414	Cantilever	2/28/2011	2/28/2013
75S927	75340000	SR-414	SR-414	Cantilever	2/28/2011	2/28/2013
75S928	75340000	SR-414	SR-414	Bridge (DMS)	2/28/2011	2/28/2013
75S929	75340000	SR-414	SR-414	Bridge (DMS)	2/28/2011	2/28/2013
75S930	75340000	SR-414	SR-414	Bridge Sign	2/18/2011	2/18/2013
75S931	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S932	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S933	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S934	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S935	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S936	75340000	SR-414	SR-414	Cantilever	2/28/2011	2/28/2013
75S937	75340000	SR-414	SR-414	Cantilever	2/18/2011	2/18/2013
75S938	75340000	SR-414	SR-414	Cantilever	3/3/2011	3/3/2013
75S939	75340000	SR-414	SR-414	Bridge Sign	2/28/2011	2/28/2013
75S940	75340000	SR-414	SR-414	Bridge Sign	2/28/2011	2/28/2013
75S941	75320000	SR-429	SR-429	Cantilever	3/3/2011	3/3/2013
75S942	75320000	SR-429	SR-429	Cantilever	3/3/2011	3/3/2013
75S943	75320000	SR-429	SR-429	Cantilever	3/3/2011	3/3/2013
75S966	75340000	SR-414	SR-414	Bridge Sign	4/13/2011	4/13/2013
75S967	75340000	SR-414	SR-414	Bridge Sign	4/13/2011	4/13/2013
75S968	75340000	SR-414	SR-414	Bridge Sign	4/13/2011	4/13/2013
75S969	75340000	SR-414	SR-414	Bridge Sign	4/13/2011	4/13/2013
75S979	75340000	SR-414	SR-414	Bridge Sign	6/28/2011	6/28/2013
75S980	75340000	SR-414	SR-414	Bridge Sign	6/28/2011	6/28/2013
75S981	75340000	SR-414	SR-414	Cantilever	6/28/2011	6/28/2013
75S982	75340000	SR-414	SR-414	Bridge Sign	6/28/2011	6/28/2013
75S983	75340000	SR-414	SR-414	Cantilever	6/28/2011	6/28/2013
75S984	75340000	SR-414	SR-414	Bridge Sign (DMS)	6/28/2011	6/28/2013

NON-LPA SIGNS						
75S988	75340000	SR-414	SR-414	Cantilever	6/28/2011	6/28/2013
75S990	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S991	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S992	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S993	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S994	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S995	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75S996	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75S997	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75S998	75301000	SR-417	Moss Park Rd.	Cantilever	11/30/2011	11/30/2013
75S999	75301000	SR-417	Moss Park Rd.	Cantilever	11/30/2011	11/30/2013

FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75A001	SR 417	Bridge	SB	SB exit ramp to Moss Pk Rd	27.40712832	17.030	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A002	SR 417	Bridge	NB	NB SR 417 ramp from Moss Pk Rd	27.13353984	16.860	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A003	SR 417	Cantilever	NB	SR 417 0.75 mi S of Dowden Rd	26.85995136	16.690	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A004	SR 417	Cantilever	NB	SR 417 0.5 mi S of Dowden Rd	27.39103488	17.020	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A005	SR 417	Cantilever	NB	SR 417 at Dowden Rd	27.9221184	17.350	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A006	SR 417	Cantilever	SB	SR 417 at Dowden Rd	29.48318208	18.320	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75A007	SR 417	Cantilever	SB	SR 417 0.25 mi N of Dowden Rd	29.88551808	18.570	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75A008	SR 417	Cantilever	SB	SR 417 1.0 mi N of Dowden Rd	30.91549824	19.210	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75A009	SR 417	Cantilever	EB	Dowden Rd 0.1 mi W of SR 417	28.74288384	17.860	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A010	SR 417	Bridge	NB	Dowden Rd on-ramp to NB 417	28.63022976	17.790	SR 417	31	75301000	12/27/2011	LPA	2009
75A011	SR 417	Bridge	SB	SB SR 417 exit ramp to Dowden Rd	29.00037888	18.020	SR 417	31	75301000	12/27/2011	LPA	2009
75A024	SR 408	Cantilever	EB	Crystal Lake Dr	12.21492096	7.590	SR 408	31	75008000	2/16/2012	LPA	2010
75A025	SR 408	Cantilever	WB	just west of Crystal Lk Dr	12.24710784	7.610	SR 408	31	75008000	2/16/2012	LPA	2010
75A026	SR 408	Cantilever	WB	at Lk Underhill Bridge	12.66553728	7.870	SR 408	31	75008000	2/16/2012	LPA	2010
75A027	SR 408	Cantilever	EB	on Lk Underhill Bridge	12.7942848	7.950	SR 408	31	75008000	2/16/2012	LPA	2010
75A028	SR 408	Cantilever	WB	on Lk Underhill Bridge	13.06787328	8.120	SR 408	31	75008000	2/16/2012	LPA	2010
75A029	SR 408	Cantilever	EB	at Conway off-ramp	13.29318144	8.260	SR 408	31	75008000	2/16/2012	LPA	2010
75A030	SR 408	Bridge	EB	Conway overpass	13.47020928	8.370	SR 408	31	75008000	2/16/2012	LPA	2010
75A031	SR 408	Butterfly	EB	off-ramp at Conway	13.40583552	8.330	SR 408	31	75008000	2/16/2012	LPA	2010
75A032	SR 408	Butterfly	WB	on-ramp from Conway	13.38974208	8.320	SR 408	31	75008000	2/16/2012	LPA	2010
75A034	SR 429	Cantilever	NB	NB 1/2 Mile South of SR 441	63.60127488	39.520	SR 429	31	75320000	7/25/2012	Non-LPA	2010
75A035	SR 429	Bridge	NB	SR 429 at SR 441	64.11626496	39.840	SR 429	31	75320000	7/25/2012	Non-LPA	2010
75A038	SR 408	Butterfly	EB	on-ramp from Ortman/Mercy	3.5405568	2.200	SR 408	31	75008000	9/27/11	LPA	2011
75A039	SR 408	Butterfly	WB	off-ramp at Mercy Dr	3.7014912	2.300	SR 408	31	75008000	9/27/11	LPA	2011
75A040	SR 408	Butterfly	WB	off-ramp at JYP	5.34302208	3.320	SR 408	31	75008000	9/27/11	LPA	2011
75A041	SR 408	Butterfly	EB	on-ramp at JYP	5.37520896	3.340	SR 408	31	75008000	9/27/11	LPA	2011
75A042	SR 408	Butterfly	EB	off-ramp at Mills	10.02621312	6.230	SR 408	31	75008000	9/27/11	LPA	2011
75A043	SR 408	Butterfly	EB	off-ramp at Bumby	11.20103424	6.960	SR 408	31	75008000	9/27/11	LPA	2011
75A044	SR 408	Butterfly	WB	on-ramp at Bumby and South St	11.20103424	6.960	SR 408	31	75008000	9/27/11	LPA	2011
75A046	SR 417	Bridge	-	John Young Main Toll Plaza Truss	1.78637184	1.110	SR 417	31	75301000	10/11/11	Non-LPA	2008
75A047	SR 417	Bridge	-	Boggy Creek Main Toll Plaza Truss	14.82527693	9.212	SR 417	31	75301000	10/11/11	Non-LPA	2008
75A048	SR 417	Bridge	-	Curry Ford Main Toll Plaza Truss	3.36352896	2.090	SR 417	31	75300000	10/11/11	Non-LPA	2005
75A049	SR 417	Bridge	-	University Main Toll Plaza Truss	15.42878093	9.587	SR 417	31	75300000	10/11/11	Non-LPA	2001
75A050	SR 408	Bridge	-	Hiawassee Main Toll Plaza Truss	4.828032	3.000	SR 408	31	75008170	10/11/11	LPA	2004
75A051	SR 408	Bridge	-	Dean Rd Main Toll Plaza Truss	4.089343104	2.541	SR 408	31	75008160	10/12/11	LPA	2004
75A052	SR 408	Bridge	WB	Conway Rd Main Toll Plaza Truss	14.0012928	8.700	SR 408	31	75008000	10/12/11	LPA	2010
75A053	SR 417	Cantilever	NB	at 1.25 mille point to Lk Nona	18.4269888	11.450	SR 417	31	75301000	10/11/11	Non-LPA	2011
75A054	SR 417	Cantilever	NB	417 at exit ramp to Lk Nona	20.37429504	12.660	SR 417	31	75301000	10/11/11	Non-LPA	2011
75A055	SR 417	Cantilever	SB	at exit ramp to Lk Nona	21.46864896	13.340	SR 417	31	75301000	10/11/11	Non-LPA	2011
75A056	SR 417	Cantilever	SB	at 1/2 mile point to Lk Nona	21.74223744	13.510	SR 417	31	75301000	10/11/11	Non-LPA	2011

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FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75A057	SR 417	Butterfly	SB	off-ramp to Lake Nona	20.921472	13.000	SR 417	31	75301000	10/11/11	Non-LPA	2005
75A058	SR 417	Butterfly	NB	on-ramp from Lake Nona	20.88928512	12.980	SR 417	31	75301000	10/12/11	Non-LPA	2005
75A059	SR 408	Butterfly	WB	off-ramp to Rouse Rd	5.03724672	3.130	SR 408	31	75008160	10/12/11	LPA	2010
75A060	SR 408	Butterfly	EB	on-ramp from Rouse Rd	5.27864832	3.280	SR 408	31	75008000	10/12/11	LPA	2010
75A064	SR 408	Bridge	EB	Conway Rd Main Toll Plaza Truss	14.484096	9.000	SR 408	31	75008000	10/12/11	LPA	2010
75A075	SR 408	Cantilever	WB	WB ramp to I-4 (on viaduct)	8.5295232	5.300	SR 408	31	75008000	3/27/12	LPA	2012
75A076	SR 408	Cantilever	EB	EB off-ramp to I-4 (DMS)	7.91797248	4.920	SR 408	31	75008000	3/27/12	LPA	2012
75A077	SR 528	Bridge	-	EB off-ramp to Dallas Blvd	37.3367808	23.200	SR 528	31	75002000	1/27/12	LPA	2012
75A078	SR 528	Bridge	-	WB on-ramp from Dallas Blvd	37.3367808	23.200	SR 528	31	75002000	1/27/12	LPA	2012
75A079	SR 528	Cantilever	EB	EB 1.0 mile east of Dallas Blvd	35.50212864	22.060	SR 528	31	75002000	1/26/12	LPA	2012
75A080	SR 528	Cantilever	EB	EB 0.5 mile east of Dallas Blvd	36.2907072	22.550	SR 528	31	75002000	1/26/12	IPA	2012
75A081	SR 528	Cantilever	EB	EB off-ramp to Dallas Blvd	37.15975296	23.090	SR 528	31	75002000	1/26/12	LPA	2012
75A082	SR 528	Bridge	-	1.3 mile east of Dallas Blvd	39.5898624	24.600	SR 528	31	75002000	2/1/12	LPA	2012
75A083	SR 528	Briidge	-	1.8 mile east of Dallas Blvd	40.3945344	25.100	SR 528	31	75002000	2/3/12	LPA	2012
75A084	SR 528	Bridge	-	2 miles east of Dallas Blvd	40.70674714	25.294	SR 528	31	75002000	2/3/12	LPA	2012
75A085	SR 528	Cantilever	EB	2.3 miles east of Dallas Blvd	40.98999168	25.470	SR 528	31	75002000	2/1/12	LPA	2012
75A086	SR 528	Cantilever	WB	2.5 miles east of Dalas Blvd	41.39232768	25.720	SR 528	31	75002000	2/1/12	LPA	2012
75A087	SR 528	Bridge	-	2.5 miles east of Dalas Blvd	41.56935552	25.830	SR 528	31	75002000	2/3/12	LPA	2012
75A088	SR 528	Bridge	-	2.7 miles east of Dallas Blvd	41.7624768	25.950	SR 528	31	75002000	2/2/12	LPA	2012
75A089	SR 528	Bridge	-	2.8 miles east of Dallas Blvd	42.0038784	26.100	SR 528	31	75002000	2/2/12	LPA	2012
75A096	SR 408	Cantilever	EB	EB 408 0.25 mi west of Goldenrod	17.5418496	10.900	SR 408	31	75008000	2/23/12	LPA	2012
75A097	SR 408	Bridge	-	at EB ramp to Goldenrod	17.702784	11.000	SR 408	31	75008000	2/23/12	LPA	2012
75A098	SR 408	Cantilever	NB	NB SR 551 at SR 408	17.96832576	11.165	SR 551	31	75008000	2/22/12	LPA	2012
75A099	SR 408	Cantilever	SB	SB SR 551 at SR 408	17.9699351	11.166	SR 551	31	75008000	2/22/12	LPA	2012
75A100	SR 429	Bridge		1.0 mile south of CR 437A	56.32704	35.000	SR 429	31	75320000	5/15/12	Non-LPA	2012
75A101	SR 429	Bridge		0.5 mile south of CR 437A	57.131712	35.500	SR 429	31	75320000	5/15/12	Non-LPA	2012
75A102	SR 429	Cantilever	NB	at CR 437A	57.7754496	35.900	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A103	SR 429	Bridge		1 mile south of SR 414	58.0973184	36.100	SR 429	31	75320000	5/15/12	Non-LPA	2012
75A104	CR437A	Cantilever	SB	southbound at SR 429	58.2582528	36.200	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A105	CR437A	Cantilever	NB	northbound at SR 429	58.27434624	36.210	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A106	SR 429	Bridge		0.75 south of SR 414	58.4996544	36.350	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A107	SR 429	Cantilever	SB	at CR 437A	58.741056	36.500	SR 429	31	75320000	5/14/12	Non-LPA	2012
75A108	SR 429	Tube Truss	NB	at ramp plaza from CR 437A	0	0.000	SR 429	31	75320000	10/24/12	Non-LPA	2012
75A109	SR 429	Tube Truss	SB	at ramp plaza to CR 437A	0	0.000	SR 429	31	75320000	10/24/12	Non-LPA	2012
75A110	SR 429	Bridge	SB	At exit ramp to CR 437A	0	0.000	SR 429	31	75320000	10/24/12	Non-LPA	2012
75Axxx	SR 408	Butterfly	WB	off-ramp to Orange Blossom Tr	0	0.000	SR 408	31	75008000		LPA	
75Axxx	SR 408	Butterfly	EB	on-ramp from Orange Blossom Tr	0	0.000	SR 408	31	75008000		LPA	
75Axxx	SR 408	Cantilever	EB	exit ramp to EB I-4	0	0.000	SR 408	31	75008000		LPA	2012
75C070	SR 528	Cable	NB	Dallas Blvd NB at SR-528	37.50254323	23.303	SR 528	31	75002000	1/3/2012	LPA	2004
75C071	SR 528	Cable	SB	Dallas Blvd SB at SR-528	37.50254323	23.303	SR 528	31	75002000	1/3/2012	LPA	2004

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S007	SR 528	Bridge	-	East of Toll Plaza	15.47384256	9.615	SR 528	31	75002000	8/17/2011	LPA	0
75S021	SR 528	Cantilever	EB	At Int'l Corp Pk Blvd	30.4166016	18.900	SR 528	31	75002000	11/1/2011	LPA	2000
75S023	SR 528	Cantilever	WB	at Int'l Corp Park Blv	31.4626752	19.550	SR 528	31	75002000	11/2/2011	LPA	2000
75S044	SR 408	Bridge	EB	SR-527 (Orange Ave)	9.02841984	5.610	SR 408	31	75008000	10/5/2011	LPA	0
75S045	SR 408	Cantilever	EB	Ramp from Anderson St	9.38247552	5.830	SR 408	31	75008000	6/14/2011	LPA	0
75S071	SR 408	Bridge	WB	exit to WB I-4	9.10888704	5.660	SR 408	31	75008000	6/14/2011	LPA	0
75S075	SR 408	Cantilever	WB	South St at Bumby wb on-ramp	11.44243584	7.110	SR 408	31	75008000	6/14/2011	LPA	0
75S090	SR 408	Bridge	EB	Exit to Dean Road	2.87267904	1.785	SR 408	31	75008160	10/5/2011	LPA	0
75S167	SR 408	Cantilever	EB	SR 50 at SR 408		0.000	SR 408	31	75008160	9/25/2012	LPA	0
75S168	SR 408	Cantilever	WB	SR 50 on-ramp to WB 408		0.000	SR 408	31	75008160	9/25/2012	LPA	0
75S253	SR 417	Bridge	NB	NB 1/2 mi South of SR-408	9.405006336	5.844	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S254	SR 417	Bridge	NB	NB at Exit to SR-408 EB	9.923215104	6.166	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S255	SR 417	Cantilever	NB	at Exit to SR-408 WB	10.41406502	6.471	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S265	SR 417	Cantilever	WB	Univ Blvd WB at SR-417	16.70499072	10.380	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S281	SR 417	Bridge	SB	SB at SR-50 Exit	13.74379776	8.540	SR 417	31	75300000	6/28/2012	Non-LPA	0
75S282	SR 417	Cantilever	SB	just North of SR-50	14.14613376	8.790	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S287	SR 417	Cantilever	EB	Univ Blvd at SR-417	16.68889728	10.370	SR 417	31	75300000	6/20/2012	Non-LPA	0
75S323	SR 417	Bridge	-	North of SR-423	6.61440384	4.110	SR 417	31	75301000	7/17/2012	Non-LPA	0
75S324	SR 417	Bridge	-	South of US-441	7.11330048	4.420	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S325	SR 417	Bridge	NB	NB South of Landstar Blvd	10.65707597	6.622	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S326	SR 417	Bridge	-	South of Landstar Blvd	11.08355213	6.887	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S327	SR 417	Cantilever	NB	0.3 mi S of Landstar	11.41829568	7.095	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S333	SR 417	Cantilever	NB	at Narcossee Road	24.40409242	15.164	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S334	SR 417	Bridge	NB	NB 0.5 mi South of SR-528	29.98046938	18.629	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S335	SR 417	Bridge	NB	NB on Exit Ramp SR-528	30.4166016	18.900	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S336	SR 417	Cantilever	SB	at Exit to Narcoossee Rd	25.28279424	15.710	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S343	SR 417	Cantilever	SB	0.5mi North of US-441	8.4892896	5.275	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S344	SR 417	Bridge	SB	SB at US-441 Exit	8.270418816	5.139	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S345	SR 417	Cantilever	SB	at US-441	7.90187904	4.910	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S346	SR 417	Bridge	-	NB/SB at Ramp to CR-423	6.06722688	3.770	SR 417	31	75301000	8/31/2012	Non-LPA	0
75S349	SR 417	Cantilever	SB	0.4 mi south of CR 423	1.31161536	0.815	SR 417	31	75301000	8/20/2012	Non-LPA	0
75S371	SR 408	Bridge	E/W	0.2mi East of SR-551	18.507456	11.500	SR 408	31	75008000	6/16/2011	LPA	0
75S379	SR 408	Bridge	EB	West of Rio Grande Av	6.56612352	4.080	SR 408	31	75008000	2/17/2011	LPA	0
75S387	SR 408	Bridge	EB	Rouse Road	4.700893824	2.921	SR 408	31	75008160	10/5/2011	LPA	0
75S402	SR 528	Bridge	EB	on-ramp from Boggy Creek	12.6333504	7.850	SR 528	31	75002000	11/1/2011	LPA	1997
75S404	SR 528	Cantilever	WB	at Sand Lake Rd	12.7138176	7.900	SR 528	31	75002000	11/4/2011	LPA	1997
75S406	SR 528	Bridge	-	West of Tradeport Dr	13.679424	8.500	SR 528	31	75002000	11/4/2011	LPA	1997
75S407	SR 528	Cantilever	EB	0.2mi E of Tradeport	14.0012928	8.700	SR 528	31	75002000	11/1/2011	LPA	1997
75S408	SR 528	Bridge	-	SR-528 1mi E of SR-482	14.32638029	8.902	SR 528	31	75002000	11/4/2011	LPA	1997
75S409	SR 528	Bridge	-	SR-528 0.75mi W of 436	14.80757414	9.201	SR 528	31	75002000	11/3/2011	LPA	1997

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S410	SR 528	Bridge	WB	West of SR-436	16.11597082	10.014	SR 528	31	75002000	11/3/2011	LPA	1997
75S412	SR 528	Cantilever	WB	0.1mi E of SR-436	16.84983168	10.470	SR 528	31	75002000	11/3/2011	LPA	1997
75S422	SR 528	Cantilever	WB	0.5mi E of SR-15	22.0480128	13.700	SR 528	31	75002000	11/3/2011	LPA	1997
75S423	SR 528	Cantilever	WB	1 mi East of SR-15	22.6917504	14.100	SR 528	31	75002000	11/3/2011	LPA	1997
75S427	SR 528	Cantilever	WB	2 mi East of SR-417	29.370528	18.250	SR 528	31	75002000	11/2/2011	LPA	1997
75S429	SR 528	Cantilever	EB	1 mi. West of SR-520	47.475648	29.500	SR 528	31	75002000	11/2/2011	LPA	1997
75S430	SR 528	Cantilever	EB	0.5 mi West of SR-520	47.9584512	29.800	SR 528	31	75002000	11/2/2011	LPA	1997
75S431	SR 528	Cantilever	EB	at SR-520 Exit	48.6021888	30.200	SR 528	31	75002000	11/2/2011	LPA	1997
75S454	SR 408	Cantilever	EB	West of SR-527 (Orange Ave)	8.70655104	5.410	SR 408	31	75008000	6/15/2011	LPA	0
75S471	SR 408	Cantilever	EB	at Hiawassee Road	6.310237824	3.921	SR 408	31	75008170	2/15/2012	LPA	2000
75S472	SR 408	Cantilever	SB	Hiawassee at SR-408	6.42128256	3.990	SR 408	31	75008170	2/15/2012	LPA	2000
75S473	SR 408	Cantilever	NB	Hiawassee Rd at SR-408	6.437376	4.000	SR 408	31	75008170	2/15/2012	LPA	2000
75S479	SR 408	Bridge	-	0.1 mi. East of Tampa Rd.	6.303800448	3.917	SR 408	31	75008000	12/28/2011	LPA	2000
75S488	SR 429	Bridge	SB	on Exit Ramp to SR-50	48.34469376	30.040	SR 429	31	75320000	7/26/2012	Non-LPA	2000
75S489	SR 429	Cantilever	SB	Just North of SR-50	48.09202675	29.883	SR 429	31	75320000	7/26/2012	Non-LPA	2000
75S490	SR 429	Cantilever	SB	Just South of Story Rd	48.61023552	30.205	SR 429	31	75320000	7/26/2012	Non-LPA	2000
75S491	SR 429	Cantilever	NB	South of Plant St Exit	48.99808742	30.446	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S492	SR 429	Cantilever	SB	0.2 mi. N of Story Rd.	49.084992	30.500	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S493	SR 429	Cantilever	NB	at Plant Street Exit	49.24109837	30.597	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S494	SR 429	Cantilever	NB	at Plant Street Exit	49.5130775	30.766	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S495	SR 429	Bridge	SB	0.5mi North of SR-50	49.78505664	30.935	SR 429	31	75320000	10/27/2011	Non-LPA	2000
75S496	CR 438	Cantilever	EB	CR 438 at SR 429	12.29538816	7.640	SR 429	31	75320000	6/13/2012	Non-LPA	2000
75S497	SR 429	Bridge	SB	1mi North of SR-50	50.52213619	31.393	SR 429	31	75320000	7/18/2012	Non-LPA	2000
75S498	SR 429	Cantilever	SB	at Plant Street Exit	50.93251891	31.648	SR 429	31	75320000	7/25/2012	Non-LPA	2000
75S499	SR 429	Bridge	SB	.5mi North of Plant St	51.7404096	32.150	SR 429	31	75320000	7/25/2012	Non-LPA	2000
75S500	SR 429	Cantilever	NB	1 mi. S of West Rd.	52.10573069	32.377	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S501	SR 429	Cantilever	SB	1mi North of SR-438	52.54186291	32.648	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S502	SR 429	Cantilever	NB	0.5mi South of West Rd	49.69171469	30.877	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S504	SR 429	Cantilever	NB	at Exit to West Rd.	53.711856	33.375	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S505	SR 429	Bridge	NB	at West Rd.	53.98705382	33.546	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S506	SR 429	Bridge/DMS	-	Just North of West Road	54.79172582	34.046	SR 429	31	75320000	7/19/2012	Non-LPA	2000
75S507	SR 429	Cantilever	SB	0.5mi North of West Rd	55.37752704	34.410	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S508	SR 429	Bridge/DMS	NB	NB Just South of Toll Pla	55.60605389	34.552	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S509	SR 429	Cantilever	NB	at Forrest Lk Toll Plaza	55.82492467	34.688	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S510	SR 429	Cantilever	SB	at Forrest Lk Toll Plaza	56.23691674	34.944	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S511	SR 429	Bridge/DMS	-	0.3mi North of Toll Plaza	56.43486605	35.067	SR 429	31	75320000	7/19/2010	Non-LPA	2000
75S512	SR 429	Bridge	-	0.75mi N of Toll Plaza	57.13493069	35.502	SR 429	31	75320000	7/15/2010	Non-LPA	2000
75S514	SR 429	Bridge	NB	0.5mi South of CR-437A	58.50770112	36.355	SR 429	31	75320000	7/8/2010	Non-LPA	2000
75S515	SR 429	Cantilever	NB	at CR-437A Exit	59.39605901	36.907	SR 429	31	75320000	7/8/2010	Non-LPA	2000
75S516	SR 429	Cantilever	NB	2.0 mi S of US-441	60.75112666	37.749	SR 429	31	75320000	7/8/2010	Non-LPA	2000

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S517	SR 429	Cantilever	NB	1.0 mi S of US–441	62.22528576	38.665	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S518	SR 429	Cantilever	NB	0.5 mi S of US–441	63.20054822	39.271	SR 429	31	75320000	7/24/2012	Non-LPA	2000
75S537	SR 408	Cantilever		On Ramp from I–4 EB	8.000049024	4.971	SR 408	31	75008000	6/15/2011	LPA	2000
75S539	SR 408	Cantilever	WB	Just West of I–4	8.204435712	5.098	SR 408	31	75008000	7/20/2011	LPA	2001
75S540	SR 408	Cantilever	EB	Off-ramp to Orange Ave	9.1732608	5.700	SR 408	31	75008000	6/15/2011	LPA	2001
75S556	SR 408	Cantilever	WB	at SR–417 Exit	2.224113408	1.382	SR 408	31	75008160	7/21/2011	LPA	2001
75S561	SR 408	Bridge	-	West of Rouse Road	5.014715904	3.116	SR 408	31	75008160	7/21/2011	LPA	2001
75S563	SR 408	Cantilever	WB	West Kehoe Dr	5.840309376	3.629	SR 408	31	75008160	7/21/2011	LPA	2001
75S564	SR 408	Cantilever	EB	West of Alafaya Trail	5.948135424	3.696	SR 408	31	75008160	7/21/2011	LPA	2001
75S565	SR 408	Cantilever	WB	West of Alafaya Tr	6.789822336	4.219	SR 408	31	75008160	7/21/2011	LPA	2001
75S566	SR 408	Cantilever	SB	Alafaya Trail SB at SR408	7.131003264	4.431	SR 408	31	75008160	7/20/2011	LPA	2001
75S567	SR 408	Bridge	EB	1mi. West of SR50 (Woodbury)	7.143878016	4.439	SR 408	31	75008160	7/21/2011	LPA	2001
75S570	SR 408	Cantilever	EB	at End of SR–408	10.07449344	6.260	SR 408	31	75008160	7/20/2011	LPA	2001
75S572	SR 408	Monotube	-	On Exit Ramp to SR–50/Clark Rd	1.11044736	0.690	SR 408	31	75008180	12/28/2011	LPA	1999
75S576	SR 417	Bridge	SB	SB on Exit Ramp to SR–528	31.7298263	19.716	SR 417	31	75301001	3/28/2012	Non-LPA	2002
75S577	SR 417	Bridge	SB	on Exit Ramp to SR–528	31.95191578	19.854	SR 417	31	75301001	3/28/2012	Non-LPA	2002
75S578	SR 417	Bridge	-	North of SR–528	0.191511936	0.119	SR 417	31	75300000	3/28/2012	Non-LPA	2002
75S580	SR 528	Bridge	EB	Exit Ramp to SR–417	23.87783693	14.837	SR 528	31	75301003	3/30/2012	Non-LPA	2002
75S581	SR 528	Cantilever	EB	West of SR–417	22.6772663	14.091	SR 528	31	75002000	3/30/2012	LPA	2002
75S582	SR 528	Cantilever	EB	at Exit Ramp to SR–417	0	0.000	SR 528	31	75002000	3/30/2012	Non-LPA	2002
75S593	SR 429	Bridge	SB	on Ramp from CR–535	42.5671488	26.450	SR 429	31	75320000	12/15/2012	Non-LPA	2002
75S594	SR 429	Bridge	NB	on Ramp from CR–535	42.80050368	26.595	SR 429	31	75320000	12/15/2012	Non-LPA	2002
75S595	SR 429	Cantilever	SB	on CR–535 off Ramp	43.51666176	27.040	SR 429	31	75320000	12/15/2012	Non-LPA	2002
75S596	SR 429	Cantilever	SB	1/2mi North of CR–535	44.35352064	27.560	SR 429	31	75320000	12/15/2010	Non-LPA	2002
75S597	SR 429	Bridge	-	1mi North of CR–535	44.94897792	27.930	SR 429	31	75320000	12/17/2010	Non-LPA	2002
75S598	SR 429	Bridge	NB	1/2mi South of FL Tpk	45.59271552	28.330	SR 429	31	75320000	12/17/2010	Non-LPA	2002
75S599	SR 429	Cantilever	NB	1/2mi South of SR–50	46.73534976	29.040	SR 429	31	75320000	12/15/2010	Non-LPA	2002
75S600	SR 429	Cantilever	NB	at SR–50 Exit	47.54002176	29.540	SR 429	31	75320000	12/15/2010	Non-LPA	2002
75S601	SR 429	Cantilever	NB	just South of SR–50	47.7975168	29.700	SR 429	31	75320000	12/17/2010	Non-LPA	2002
75S602	SR 429	Bridge	NB	off Ramp to SR–50	47.84579712	29.730	SR 429	31	75320000	12/17/2010	Non-LPA	2002
75S603	SR 528	Cantilever	EB	East of SR–436	16.79672333	10.437	SR 528	31	75002000	2/16/2011	LPA	2003
75S604	SR 528	Bridge	-	West of Goldenrod Road	18.01821542	11.196	SR 528	31	75002000	2/16/2011	LPA	2003
75S606	SR 528	Bridge	EB	Ramp to Goldenrod Rd	18.38353651	11.423	SR 528	31	75002000	2/16/2011	LPA	2003
75S607	SR 528	Bridge	WB	Ramp to Goldenrod Rd	18.97738445	11.792	SR 528	31	75002000	2/16/2011	LPA	2003
75S608	SR 528	Cantilever	WB	at Goldenrod Rd Exit	19.90275725	12.367	SR 528	31	75002000	2/16/2011	LPA	2003
75S611	SR 551	Bridge	N/S	SR 551 at Cargo Rd	0	0.000	SR 528	31	75200001	2/16/2011	Non-LPA	2003
75S612	SR 551	Cantilever	NB	at SR–528	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S613	SR 551	Cantilever	SB	North of SR–528	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S614	SR 551	Cantilever	NB	North of SR–528	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S615	SR 551	Cantilever	SB	at Exit to SR–528 WB	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S616	SR 551	Cantilever	SB	North of SR-528	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S617	SR 551	Cantilever	SB	North of Toll Plaza	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S619	SR 417	Bridge	-	North of SR-50	13.32536832	8.280	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S620	SR 417	Cantilever	NB	1mi. S of Univ. Blvd at Traverthon	14.27005325	8.867	SR 417	31	75300000	6/15/2011	Non-LPA	2003
75S621	SR 417	Bridge	-	South of Econ Trail	146.1123418	90.790	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S622	SR 417	Bridge	-	North of Econ Trail	14.97333658	9.304	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S623	SR 417	Cantilever	NB	South of Toll Plaza	15.17611392	9.430	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S624	SR 417	Cantilever	NB	at Toll Plaza	15.35796979	9.543	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S625	SR 417	Cantilever	SB	North of UniversityToll Plaza	15.62351155	9.708	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S626	SR 417	Cantilever	NB	South of University at plaza	15.6363863	9.716	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S627	SR 417	Bridge	-	North of Toll Plaza	15.80053939	9.818	SR 417	31	75300000	4/26/2011	Non-LPA	2003
75S628	SR 417	Bridge	-	South of University Blvd	16.08217459	9.993	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S629	SR 417	Cantilever	NB	at University Blvd	16.31874816	10.140	SR 417	31	75300000	3/16/2011	Non-LPA	2003
75S630	SR 417	Cantilever	NB	at University Blvd	16.53440026	10.274	SR 417	31	75300000	3/16/2011	Non-LPA	2003
75S631	SR 417	Cantilever	NB	Ramp to WB Univ Blvd	16.79833267	10.438	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S632	SR 417	Bridge	-	1mi South of SR-426	17.03007821	10.582	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S633	SR 417	Cantilever	SB	at Ramp to Univ. Blvd.	17.34711898	10.779	SR 417	31	75300000	6/15/2011	Non-LPA	2003
75S634	SR 417	Cantilever	NB	South of Aloma Ave	18.23386752	11.330	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S635	SR 417	Cantilever	SB	North of Univ. Blvd.	17.99407526	11.181	SR 417	31	75300000	6/15/2011	Non-LPA	2003
75S636	SR 417	Bridge	NB	Ramp to Univ Blvd	16.57946189	10.302	SR 417	31	75300000	3/16/2011	Non-LPA	2003
75S661	SR 528	Bridge	WB	Ramp to NB 417	24.92712922	15.489	SR 417	31	75002000	9/20/2012	LPA	2004
75S676	SR 417	Bridge	SB	SR 417 south at Lee Vista	2.04386688	1.270	SR 417	31	75300000	8/17/2011	Non-LPA	2005
75S677	SR 417	Bridge	SB	SR 417 north of Lee Vista	2.726228736	1.694	SR 417	31	75300000	8/17/2011	Non-LPA	2005
75S678	SR 417	Bridge	-	South of Curry Ford	3.0577536	1.900	SR 417	31	75300000	8/17/2011	Non-LPA	2005
75S679	SR 417	Cantilever	NB	SR 417 at Curry Ford Plaza	3.209031936	1.994	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S680	SR 417	Bridge	-	North of Curry Ford	3.744943488	2.327	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S681	SR 417	Bridge	-	3/4 mile south Of Curry Ford	4.061984256	2.524	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S682	SR 417	Bridge	NB	SR 417 north of Curry Ford Plaza	4.543178112	2.823	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S683	SR 417	Butterfly	NB	on-ramp from Curry Ford Rd	6.080101632	3.778	SR 417	31	75300000	8/18/2011	Non-LPA	2005
75S684	SR 417	Butterfly	SB	off-ramp to Curry Ford Rd	6.142866048	3.817	SR 417	31	75300000	8/18/2011	Non-LPA	2005
75S685	SR 417	Butterfly	NB	Ramp from University at plaza	17.0332969	10.584	SR 417	31	75300000	8/16/2011	Non-LPA	2005
75S686	SR 417	Butterfly	SB	Ramp to University at plaza	16.93995494	10.526	SR 417	31	75300000	8/16/2011	Non-LPA	2005
75S687	SR 417	Cantilever	SB	SR 417 to Curry Ford Plaza	3.51641664	2.185	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S688	SR 417	Cantilever	SB	SR 417 south of Curry Ford Rd	4.80389184	2.985	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S689	SR 408	Bridge	-	East of Econlochatchee Tr	2.468733696	1.534	SR 408	31	75008160	9/13/2011	LPA	2005
75S690	SR 408	Bridge	-	East of Dean Rd	3.345826176	2.079	SR 408	31	75008160	9/14/2011	LPA	2005
75S691	SR 408	Cantilever	WB	at Dean Rd exit ramp	3.509979264	2.181	SR 408	31	75008160	9/14/2011	LPA	2005
75S692	SR 408	Bridge	-	West of Dean plaza	3.793223808	2.357	SR 408	31	75008160	9/14/2011	LPA	2005
75S693	SR 408	Cantilever	WB	at Dean plaza	3.817363968	2.372	SR 408	31	75008160	9/13/2011	LPA	2005
75S694	SR 408	Cantilever	WB	at Dean plaza	4.242230784	2.636	SR 408	31	75008160	9/14/2011	LPA	2005

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S695	SR 408	Bridge	-	East of Dean plaza	4.446617472	2.763	SR 408	31	75008160	9/13/2011	LPA	2005
75S696	SR 408	Bridge	WB	Rouse Rd	5.236805376	3.254	SR 408	31	75008160	9/13/2011	LPA	2005
75S697	SR 408	Cantilever	WB	west of Kehoe Dr	5.532924672	3.438	SR 408	31	75008160	9/13/2011	LPA	2005
75S698	SR 408	Bridge	-	East of Alafaya Trail	6.21206784	3.860	SR 408	31	75008160	9/13/2011	LPA	2005
75S699	SR 408	Cantilever	EB	at Alafaya Trail	6.657856128	4.137	SR 408	31	75008160	9/13/2011	LPA	2005
75S701	SR 429	Cantilever	NB	SR 429 1 mi south of New Ind Pky	33.31503014	20.701	SR 429	31	75320000	10/27/2011	Non-LPA	2005
75S702	SR 429	Cantilever	NB	SR 429 north of Old YMCA Rd	34.28063654	21.301	SR 429	31	75320000	10/27/2011	Non-LPA	2005
75S703	SR 408	Cantilever	EB	at SR 441	6.805915776	4.229	SR 408	31	75008000	10/27/2011	LPA	2005
75S704	SR 408	Bridge	-	Just east of SR 441 (OBT)	7.374014208	4.582	SR 408	31	75008000	12/28/2011	LPA	2005
75S705	SR 408	Bridge/DMS	-	East of Westmoreland	7.58805696	4.715	SR 408	31	75008000	1/20/2012	LPA	2006
75S706	SR 408	Cantilever	EB	at Parramore Ave	7.794052992	4.843	SR 408	31	75008000	12/28/2011	LPA	2005
75S707	SR 408	Cantilever	EB	ramp to EB I-4	7.924409856	4.924	SR 408	31	75008000	10/27/2011	LPA	2005
75S708	SR 408	Cantilever	WB	at Parramore Ave	7.930847232	4.928	SR 408	31	75008000	12/28/2011	LPA	2005
75S709	SR 408	Cantilever	EB	at I-4 Connector	8.13523392	5.055	SR 408	31	75008000	12/28/2011	LPA	2005
75S710	SR 408	Bridge	-	West of SR 441	6.98455296	4.340	SR 408	31	75008000	12/28/2011	LPA	2005
75S713	SR 429	Cantilever	NB	SR 429 at Toll Plaza	38.4633216	23.900	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S714	SR 429	Cantilever	NB	SR 429 at New Indep. Pkwy	38.9461248	24.200	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S715	SR 429	Cantilever	NB	SR 429 south of CR 535	40.8773376	25.400	SR 429	31	75320000	5/24/2012	Non-LPA	2005
75S716	SR 429	Cantilever	NB	SR 429 at exit to CR 535	41.842944	26.000	SR 429	31	75320000	5/24/2012	Non-LPA	2005
75S717	SR 429	Cantilever	WB	CR 535 at SR 429	42.55105536	26.440	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S718	SR 429	Cantilever	EB	CR 535 at SR 429	42.55105536	26.440	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S719	SR 429	Cantilever	NB	SR 429 at New Indep. Pkwy	35.0836992	21.800	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S720	SR 429	Cantilever	SB	SR 429 at New Indep. Pkwy	24.7838976	15.400	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S721	SR 429	Cantilever	WB	New Indep. Pkwy at SB 429	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S722	SR 429	Cantilever	WB	New Indep. Pkwy at 429	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S723	SR 429	Cantilever	EB	New Ind at SR 429 NB on-ramp	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S724	SR 429	Cantilever	EB	New Ind SR 429 SB on-ramp	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S725	SR 429	Cantilever	NB	SR 429 north of CR 535	42.8085504	26.600	SR 429	31	75320000	5/24/2012	Non-LPA	2005
75S726	SR 429	Bridge	NB	SR 429 5.8 mi south of Tpk	26.3932416	16.400	SR 429	31	75320000	6/14/2012	Non-LPA	2005
75S727	SR 429	Bridge	NB	SR 429 north of Conserv II	25.6690368	15.950	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S728	SR 429	Bridge	NB	SR 429 before toll plaza	26.8760448	16.700	SR 429	31	75320000	6/14/2012	Non-LPA	2005
75S729	SR 429	Bridge	SB	SR 429 north of New Ind. Plaza	39.2679936	24.400	SR 429	31	75320000	6/14/2012	Non-LPA	2005
75S730	SR 429	Bridge	SB	SR 429 at Tiny Rd	39.5898624	24.600	SR 429	31	75320000	6/13/2012	Non-LPA	2005
75S731	SR 429	Bridge	SB	SR 429 at Stoneybrook Pkwy	40.2336	25.000	SR 429	31	75320000	6/13/2012	Non-LPA	2005
75S732	SR 408	Bridge	EB	1 mi west of toll plaza	2.917740672	1.813	SR 408	31	75008170	7/18/2012	LPA	2006
75S733	SR 408	Cantilever	WB	0.25 mi west of Good Homes	3.078675072	1.913	SR 408	31	75008170	7/18/2012	LPA	2006
75S734	SR 408	Bridge	-	0.1 mi east of Good Homes Rd	3.796442496	2.359	SR 408	31	75008170	7/16/2012	LPA	2006
75S735	SR 408	Cantilever	WB	at Good Home Rd Exit	3.9428928	2.450	SR 408	31	75008170	7/16/2012	LPA	2006
75S736	SR 408	Cantilever	WB	east of Good Homes Rd	4.314651264	2.681	SR 408	31	75008170	7/16/2012	LPA	2006
75S737	SR 408	Bridge/DMS	EB	Just west of Hiawassee toll plaza	4.422477312	2.748	SR 408	31	75008170	7/18/2012	LPA	2006

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S738	SR 408	Cantilever	EB	Just west of Hiawassee toll plaza	4.605942528	2.862	SR 408	31	75008170	7/16/2012	LPA	2006
75S739	SR 408	Cantilever	EB	at Hiawassee plaza	4.757220864	2.956	SR 408	31	75008170	7/17/2012	LPA	2006
75S740	SR 408	Cantilever	WB	at toll plaza	4.890796416	3.039	SR 408	31	75008170	7/16/2012	LPA	2006
75S741	SR 408	Cantilever	WB	at Hiawassee plaza	5.577986304	3.466	SR 408	31	75008170	7/16/2012	LPA	2006
75S742	SR 408	Bridge/DMS	WB	1/4 mi east of Hia Plaza	5.257726848	3.267	SR 408	31	75008170	7/16/2012	LPA	2006
75S743	SR 408	Cantilever	EB	at Dorscher Rd	5.577986304	3.466	SR 408	31	75008170	7/18/2012	LPA	2006
75S744	SR 408	Bridge/DMS	WB	Dorscher Rd	5.695468416	3.539	SR 408	31	75008170	7/16/2012	LPA	2006
75S745	SR 408	Cantilever	EB	at Hiawassee Rd exit	5.787201024	3.596	SR 408	31	75008170	7/18/2012	LPA	2006
75S746	SR 408	Cantilever	WB	1.25 mi east of Gd Homes Rd	6.202411776	3.854	SR 408	31	75008170	7/16/2012	LPA	2006
75S747	SR 408	Bridge	WB	Hiawassee Rd	6.506577792	4.043	SR 408	31	75008170	7/18/2012	LPA	2006
75S748	SR 408	Cantilever	WB	at SR 50/Clark Rd Exit	2.76807168	1.720	SR 408	31	75008170	9/14/2010	LPA	2006
75S751	SR 408	Cantilever	SB	Good Homes Rd at SR 408	3.550212864	2.206	SR 408	31	75008170	2/17/2011	LPA	2007
75S752	SR 408	Cantilever	EB	1/2 mile west of Good Homes	2.648980224	1.646	SR 408	31	75008170	2/17/2011	LPA	2007
75S753	SR 408	Cantilever	EB	0.3 mile west of Good Homes	3.120518016	1.939	SR 408	31	75008170	2/17/2011	LPA	2007
75S754	SR 408	Butterfly	WB	ramp from Good Homes	3.447214848	2.142	SR 408	31	75008170	2/17/2011	LPA	2007
75S755	SR 408	Cantilever	EB	at Good Homes	3.503541888	2.177	SR 408	31	75008170	2/17/2011	LPA	2007
75S756	SR 408	Butterfly	EB	ramp to Good Homes	3.670913664	2.281	SR 408	31	75008170	2/17/2011	LPA	2007
75S757	SR 408	Cantilever	NB	Good Homes at SR 408	3.57274368	2.220	SR 408	31	75008170	2/17/2011	LPA	2007
75S758	SR 408	Cantilever	WB	3/4 mi east of Turnpike	2.51057664	1.560	SR 408	31	75008170	7/18/2012	LPA	2006
75S773	SR 408	Cantilever	EB	1/2 mile west of SR 423(JYP)	4.132795392	2.568	SR 408	31	75008000	4/13/2011	LPA	2007
75S774	SR 408	Cantilever	WB	at Old Winter Garder Rd	4.21648128	2.620	SR 408	31	75008000	4/11/2011	LPA	2007
75S775	SR 408	Bridge/DMS	-	East of Ferguson Dr	4.5061632	2.800	SR 408	31	75008000	4/14/2011	LPA	2007
75S776	SR 408	Bridge	-	John Young Pkwy	5.080699008	3.157	SR 408	31	75008000	4/14/2011	LPA	2007
75S777	SR 408	Cantilever	WB	at John Joung Pkwy exit	5.56028352	3.455	SR 408	31	75008000	3/9/2011	LPA	2007
75S778	SR 408	Cantilever	EB	west of Tampa Ave	5.671328256	3.524	SR 408	31	75008000	4/19/2011	LPA	2007
75S779	SR 408	Cantilever	WB	0.4 mile east of SR 423 (JYP)	5.848356096	3.634	SR 408	31	75008000	3/9/2011	LPA	2007
75S780	SR 408	Cantilever	EB	at Tampa Ave	5.969056896	3.709	SR 408	31	75008000	4/19/2011	LPA	2007
75S781	SR 408	Cantilever	WB	at Pine Hills Toll Plaza	2.636105472	1.638	SR 408	31	75008000	3/9/2011	LPA	2007
75S782	SR 408	Cantilever	EB	west of Old Winter Garden Rd	2.92900608	1.820	SR 408	31	75008000	3/9/2011	LPA	2007
75S783	SR 408	Cantilever	EB	at Pine Hills Toll Plaza	2.216066688	1.377	SR 408	31	75008000	4/11/2011	LPA	2007
75S784	SR 408	Cantilever	WB	East of Hiawassee Rd	6.796259712	4.223	SR 408	31	75008170	4/11/2011	LPA	2007
75S785	SR 408	Cantilever	EB	EB 1/2 mi west of Kirkman Rd	7.423903872	4.613	SR 408	31	75008170	4/11/2011	LPA	2007
75S786	SR 408	Cantilever	WB	WB at Kirkman Rd exit	1.100791296	0.684	SR 408	31	75008000	4/11/2011	LPA	2007
75S787	SR 408	Cantilever	EB	at SR 423 exit (JYP)	4.83607872	3.005	SR 408	31	75008000	4/14/2011	LPA	2007
75S788	SR 408	Cantilever	EB	1/2 mi west of Kirkman Rd	6.747979392	4.193	SR 408	31	75008170	4/11/2011	LPA	2007
75S789	SR 408	Cantilever	WB	at Hiawassee Rd exit	7.034442624	4.371	SR 408	31	75008170	4/18/2012	LPA	2007
75S790	SR 408	Bridge/DMS	EB	Powers Dr	7.174455552	4.458	SR 408	31	75008170	4/13/2011	LPA	2007
75S791	SR 408	Bridge/DMS	-	West of Kirkman Rd	7.731288576	4.804	SR 408	31	75008170	4/14/2011	LPA	2007
75S792	SR 408	Bridge	-	East of Kirkman Rd	0.825593472	0.513	SR 408	31	75008000	4/13/2011	LPA	2007
75S793	SR 408	Bridge	-	West of Pine Hills Rd	1.586813184	0.986	SR 408	31	75008000	4/13/2011	LPA	2007

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75S794	SR 408	Bridge/DMS	-	East of Pine Hills Rd near plaza	2.071225728	1.287	SR 408	31	75008000	4/19/2011	LPA	2007
75S795	SR 408	Cantilever	WB	west of Pines Hills Toll Plaza	2.2530816	1.400	SR 408	31	75008000	3/9/2011	LPA	2007
75S796	SR 408	Cantilever	WB	west of Pines Hills Toll Plaza	2.30940864	1.435	SR 408	31	75008000	3/9/2011	LPA	2007
75S797	SR 408	Cantilever	WB	at Pine Hills Toll Plaza	2.563684992	1.593	SR 408	31	75008000	3/9/2011	LPA	2007
75S798	SR 408	Bridge/DMS	WB	Pine Hills Toll Plaza	2.763243648	1.717	SR 408	31	75008000	3/9/2011	LPA	2007
75S799	SR 408	Bridge/DMS	-	East of Old Winter Garden Rd	3.172017024	1.971	SR 408	31	75008000	3/9/2011	LPA	2007
75S800	SR 408	Bridge	-	East of Mercy Dr	3.5405568	2.200	SR 408	31	75008000	4/14/2011	LPA	2007
75S801	SR 408	Bridge	EB	east of I-4 Viaduct	9.34224192	5.805	SR 408	31	75008000	5/27/2011	LPA	2007
75S802	SR 408	Cantilever	EB	between Anderson and Mills	9.625486464	5.981	SR 408	31	75008000	5/26/2011	LPA	2007
75S803	SR 408	Cantilever	EB	east of Summerlin	10.0181664	6.225	SR 408	31	75008000	6/15/2011	LPA	2007
75S804	SR 408	Cantilever	WB	between Mills and Summerlin	10.02621312	6.230	SR 408	31	75008000	5/27/2011	LPA	2007
75S805	SR 408	Cantilever	WB	off-ramp to Rosalind Ave	10.17105408	6.320	SR 408	31	75008000	5/27/2011	LPA	2007
75S806	SR 408	Cantilever	EB	east of Summerlin	10.18714752	6.330	SR 408	31	75008000	6/15/2011	LPA	2007
75S807	SR 408	Cantilever	WB	between Bumby and Mills	10.36417536	6.440	SR 408	31	75008000	5/27/2011	LPA	2007
75S808	SR 408	Bridge/DMS	-	East of Mills	10.41245568	6.470	SR 408	31	75008000	5/27/2011	LPA	2007
75S809	SR 408	Cantilever	WB	between Bumby and Mills	10.6216704	6.600	SR 408	31	75008000	5/27/2011	LPA	2007
75S810	SR 408	Cantilever	WB	at Mills off-ramp	10.76651136	6.690	SR 408	31	75008000	5/26/2011	LPA	2007
75S811	SR 408	Cantilever	EB	east of Mills	10.77455808	6.695	SR 408	31	75008000	5/26/2011	LPA	2007
75S812	SR 408	Cantilever	EB	at Bumby exit	10.96767936	6.815	SR 408	31	75008000	5/26/2011	LPA	2007
75S813	SR 408	Cantilever	WB	between Bumby and Mills	11.08836016	6.890	SR 408	31	75008000	5/26/2011	LPA	2007
75S814	SR 408	Bridge/DMS	WB	just west of Bumby	11.47462272	7.130	SR 408	31	75008000	5/27/2011	LPA	2007
75S815	SR 408	Cantilever	WB	between Primrose and Bumby	11.63555712	7.230	SR 408	31	75008000	5/26/2011	LPA	2007
75S816	SR 408	Cantilever	WB	between Crystal Lk and Primrose	12.03789312	7.480	SR 408	31	75008000	5/26/2011	LPA	2007
75S817	SR 417	Monotube	SB	SR 417 at International Dr	0	0.000	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S818	SR 417	Cantilever	NB	0.5 mile south of John Young	4.39350912	2.730	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S819	SR 417	Cantilever	NB	at Exit to John Young Pkwy	5.40739584	3.360	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S820	SR 417	Cantilever	NB	1.0 mile south of OBT	5.58442368	3.470	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S821	SR 417	Bridge	-	0.5 mile north of John Young Pkwy	7.58001024	4.710	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S822	SR 417	Cantilever	SB	1/2 mile north of John Young	9.22154112	5.730	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S823	SR 417	Cantilever	NB	1 mile south of Landstar Blvd	9.31810176	5.790	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S824	SR 417	Cantilever	SB	1 mile north of OBT	9.78481152	6.080	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S825	SR 417	Cantilever	SB	Landstar at SR 417	11.7482112	7.300	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S826	SR 417	Cantilever	NB	Landstar at SR 417	11.75142989	7.302	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S827	SR 417	Cantilever	SB	at exit to Landstar Blvd	12.34366848	7.670	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S828	SR 417	Cantilever	NB	Boggy Creek Rd at SR 417	17.42436749	10.827	SR 417	31	75301000	9/19/2011	Non-LPA	2007
75S829	SR 417	Cantilever	SB	exit to Boggy Creek	18.63620352	11.580	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S830	SR 417	Cantilever	SB	1/2 mile north of Boggy Creek	19.81102464	12.310	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S831	SR 417	Cantilever	SB	1.25 mile nouth of Boggy Creek	20.519136	12.750	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S832	SR 417	Cantilever	NB	1.0 mile south of Narcoossee	22.80440448	14.170	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S833	SR 417	Cantilever	NB	1/2 mile south of Narcoossee	23.54470272	14.630	SR 417	31	75301000	9/20/2011	Non-LPA	2007

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75S834	SR 417	Cantilever	SB	Narcoossee Rd at SR 417	24.99633101	15.532	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S835	SR 417	Cantilever	NB	Narcoossee Rd at SR 417	24.81608448	15.420	SR 417	31	75301000	9/20/2011	Non-LPA	2007
75S836	SR 417	Cantilever	NB	1.0 mile south of SR 528	28.42101504	17.660	SR 417	31	75301000	9/21/2011	Non-LPA	2007
75S837	SR 417	Cantilever	NB	1/2 mile south of SR 528	29.49927552	18.330	SR 417	31	75301000	9/21/2011	Non-LPA	2007
75S838	SR 528	Cantilever	WB	1.5 mi east of SR-417	27.47150208	17.070	SR 528	31	75002000	9/14/2011	LPA	2007
75S839	SR 417	Cantilever	NB	417 at Curry Ford exit	5.35911552	3.330	SR 417	31	75301000	9/15/2011	Non-LPA	2007
75S840	SR 417	Cantilever	EB	Curry Ford at SR-417	5.8741056	3.650	C.Ford	31	75300000	9/14/2011	Non-LPA	2007
75S841	SR 417	Cantilever	WB	Curry Ford at SR 417	5.92238592	3.680	C.Ford	31	75300000	9/14/2011	Non-LPA	2007
75S842	SR 417	Cantilever	NB	417 just north of Curry Ford Rd	6.08332032	3.780	SR 417	31	75301000	9/15/2011	Non-LPA	2007
75S843	SR 417	Cantilever	SB	417 at exit to Curry Ford Rd	6.46956288	4.020	SR 417	31	75301000	9/14/2011	Non-LPA	2007
75S844	SR 417	Cantilever	SB	417 1/2 mi north of Curry Ford Rd	7.33860864	4.560	SR 417	31	75301000	9/14/2011	Non-LPA	2007
75S845	SR 417	Cantilever	SB	417 1 mile north of Curry Ford Rd	8.07890688	5.020	SR 417	31	75301000	9/14/2011	Non-LPA	2007
75S846	SR 417	Cantilever	SB	at 417 overpass from 408 to 417	10.63776384	6.610	SR 417	31	75300000	9/9/2009	Non-LPA	2007
75S847	SR 50	Cantilever	WB	0.1 mi east of SR 417	13.05177984	8.110	SR 50	31	75300000	10/27/2012	Non-LPA	2007
75S848	SR 408	Cantilever	EB	off-ramp to OBT	7.03283328	4.370	SR 408	31	75300000	9/13/2011	LPA	2007
75S849	SR 408	Cantilever	WB	off-ramp to OBT	7.11330048	4.420	SR 408	31	75008000	9/13/2011	LPA	2007
75S854	SR 417	Bridge/DMS	-	0.2 mi north of SR 535	0.28968192	0.180	SR 417	31	75301000	8/30/2012	Non-LPA	2008
75S855	SR 417	Bridge/DMS	-	1.7 mi south of JYP	3.00947328	1.870	SR 417	31	75301000	8/30/2012	Non-LPA	2008
75S856	SR 417	Bridge/DMS	-	1.2 mi north of Landstar Blvd	13.5989568	8.450	SR 417	31	75301000	8/30/2012	Non-LPA	2008
75S857	SR 417	Bridge/DMS	-	1.1 mi north of Boggy Creek Rd	19.10291328	11.870	SR 417	31	75301000	8/31/2012	Non-LPA	2008
75S858	SR 417	Bridge/DMS	-	1 mile south of Narcoossee Rd	23.48032896	14.590	SR 417	31	75301000	8/31/2012	Non-LPA	2008
75S859	SR 417	Bridge/DMS	-	1.2 mi north of SR 528	0.98169984	0.610	SR 417	31	75300000	8/1/2012	Non-LPA	2008
75S860	SR 417	Bridge/DMS	-	1 mile north of Curry Ford Rd	7.59610368	4.720	SR 417	31	75300000	8/1/2012	Non-LPA	2008
75S861	SR 417	Bridge/DMS	SB	SR 417 0.9 mi north of SR 50	14.43581568	8.970	SR 417	31	75300000	8/2/2012	Non-LPA	2008
75S862	SR 417	Bridge/DMS	-	1.1 mi north of University	18.44308224	11.460	SR 417	31	75300000	8/12/2008	Non-LPA	2008
75S863	SR 528	Bridge/DMS	-	0.75 west of Tradeport Dr	13.08396672	8.130	SR 417	31	75002000	9/22/2012	LPA	2008
75S864	SR 528	Bridge/DMS	-	0.5 mi east of SR 15	21.58130304	13.410	SR 528	31	75002000	9/22/2012	LPA	2008
75S865	SR 528	Bridge/DMS	-	0.5 mi west of Dallas Blvd	36.58038912	22.730	SR 528	31	75002000	8/1/2012	LPA	2008
75S866	SR 528	Bridge/DMS	-	0.8 mi east of SR 520	48.8291063	30.341	SR 528	31	75002000	8/2/2012	LPA	2008
75S868	SR 408	Bridge/DMS	-	0.5 mi west of Alafaya Trail	6.40518912	3.980	SR 408	31	75008160	8/2/2012	LPA	2008
75S869	SR 429	Bridge/DMS	-	1.0 mi south of US 441	62.65176192	38.930	SR 429	31	75320000	9/19/2012	Non-LPA	2008
75S870	SR 429	Bridge/DMS	-	.75 mi north of SR 438	50.72652288	31.520	SR 429	31	75320000	9/19/2012	Non-LPA	2008
75S871	SR 429	Bridge/DMS	-	1.7 mi south of FI Turnpike	44.54664192	27.680	SR 429	31	75320000	9/19/2012	Non-LPA	2008
75S872	SR 429	Bridge/DMS	-	0.8 mi North of Seidel Rd	30.22348032	18.780	SR 429	31	75320000	9/19/2012	Non-LPA	2008
75S873	SR 408	Bridge/DMS	EB	SR 50 ramp to SR 408 EB	2.418844032	1.503	SR 408	31	75008170	9/19/2012	LPA	2008
75S874	SR 408	Bridge/DMS	-	At Old Winter Garden Rd	2.3335488	1.450	SR 408	31	75008170	9/19/2012	LPA	2008
75S875	SR 528	Bridge/DMS	-	0.2 mi west of Goldenrod Rd	18.33042816	11.390	SR 528	31	75002000	8/1/2012	LPA	2008
75S876	SR 528	Cantilever		0.75 mi west of Goldenrod Rd	12.89084544	8.010	SR 528	31	75002000	9/25/2012	LPA	2008
75S890	SR 417	Cantilever	SB	exit to International Dr	0.04828032	0.030	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S891	SR 417	Bridge	-	3 miles south of John Young Pkwy	0.7242048	0.450	SR 417	31	75301000	2/18/2011	Non-LPA	2009

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S892	SR 417	Bridge	-	2 miles south of John Young Pkwy	0.7242048	0.450	SR 417	31	75301000	2/18/2011	Non-LPA	2009
75S893	SR 417	Bridge	NB	at John Young Plaza	1.48059648	0.920	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S894	SR 417	Cantilever	NB	at John Young Plaza	1.64153088	1.020	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S895	SR 417	Cantilever	SB	at John Young Plaza	2.18870784	1.360	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S896	SR 417	Bridge	SB	at John Young Plaza	2.34964224	1.460	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S897	SR 417	Bridge	SB	near Hunter Vista Blvd	2.46229632	1.530	SR 417	31	75301000	11/9/2010	Non-LPA	2008
75S898	SR 417	Bridge	N/S	1 mile south of SR 423	2.46229632	1.530	SR 417	31	75301000	11/9/2010	Non-LPA	2008
75S899	SR 417	Bridge	-	0.8 mile north of Landstar Rd	13.14834048	8.170	SR 417	31	75301000	11/8/2010	Non-LPA	2008
75S900	SR 417	Bridge	-	2 miles south of Boggy Creek Rd	13.93691904	8.660	SR 417	31	75301000	11/8/2010	Non-LPA	2008
75S901	SR 417	Bridge	-	1.7 mile south of Boggy Creek Rd	14.53237632	9.030	SR 417	31	75301000	11/21/2012	Non-LPA	2008
75S902	SR 417	Cantilever		1.6 mile south of Boggy Creek Rd	14.70940416	9.140	SR 417	31	75301000	11/21/2012	Non-LPA	2008
75S903	SR 417	Cantilever		1.6 mile south of Boggy Creek Rd	14.78987136	9.190	SR 417	31	75301000	11/8/2010	Non-LPA	2008
75S904	SR 417	Cantilever		1.4 mile south of Boggy Creek Rd	15.0473664	9.350	SR 417	31	75301000	11/21/2012	Non-LPA	2008
75S905	SR 417	Bridge	-	1.3 mile south of Boggy Creek Rd	15.19220736	9.440	SR 417	31	75301000	11/8/2010	Non-LPA	2008
75S906	SR 417	Bridge	-	1 mile south of Boggy Creek Rd	15.691104	9.750	SR 417	31	75301000	11/9/2010	Non-LPA	2008
75S907	SR 417	Cantilever		0.5 mile south of Boggy Creek Rd	16.56014976	10.290	SR 417	31	75301000	11/21/2012	Non-LPA	2008
75S908	SR 417	Bridge	-	At exit to Boggy Creek Rd	16.84983168	10.470	SR 417	31	75301000	10/22/2012	Non-LPA	2008
75S909	SR 528	Bridge/DMS	-	0.6 mi east of SR 417	25.1862336	15.650	SR 528	31	75002000	10/6/2011	LPA	2009
75S910	SR 528	Bridge/DMS	-	0.9 mi east of SR 417	25.70122368	15.970	SR 528	31	75002000	10/6/2011	LPA	2009
75S911	SR 528	Cantilever	EB	1.1 mi east of SR 417	26.05527936	16.190	SR 528	31	75002000	10/6/2011	LPA	2009
75S912	SR 528	Cantilever	WB	1.4 mi east of SR 417	26.50589568	16.470	SR 528	31	75002000	10/6/2011	LPA	2009
75S913	SR 528	Bridge/DMS	WB	1.6 mi east of SR 417	26.84385792	16.680	SR 528	31	75002000	10/6/2011	LPA	2009
75S914	SR 528	Bridge/DMS	WB	1.9 mi east of SR 417	27.23010048	16.920	SR 528	31	75002000	10/5/2011	LPA	2009
75S915	SR 528	Bridge	-	2.3 mi east of SR 417	27.88993152	17.330	SR 528	31	75002000	10/5/2011	LPA	2009
75S916	SR 528	Bridge	EB	0.2 mi east of SR 417	24.67124352	15.330	SR 528	31	75002000	10/6/2011	LPA	2009
75S917	SR 528	Cantilever	EB	0.6 mi west of SR 15	19.84321152	12.330	SR 528	31	75002000	10/7/2011	LPA	2009
75S918	SR 528	Cantilever	EB	at exit to Narcoossee	20.34210816	12.640	SR 528	31	75002000	10/7/2011	LPA	2009
75S919	SR 528	Cantilever	EB	at SR 15 (Narcoossee)	20.63179008	12.820	SR 528	31	75002000	10/7/2011	LPA	2009
75S920	SR 528	Cantilever	WB	at SR 15 (Narcoossee)	20.64788352	12.830	SR 528	31	75002000	10/7/2011	LPA	2009
75S921	SR 528	Cantilever	WB	at Narcoossee	21.13068672	13.130	SR 528	31	75002000	10/6/2011	LPA	2009
75S922	SR 528	Cantilever	WB	at exit to Narcoossee	21.45255552	13.330	SR 528	31	75002000	10/6/2011	LPA	2009
75S923	SR 528	Cantilever	WB	0.5 mi east of Goldenrod Rd	19.82711808	12.320	SR 528	31	75002000	10/7/2011	LPA	2009
75S924	SR 414	Bridge	-	1.3 Mile east of SR 429	6.50174976	4.040	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S925	SR 414	Cantilever	EB	EB 1.4 mile east of SR 429	6.30862848	3.920	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S926	SR 414	Cantilever	WB	WB 1.5 mile east of SR 429	6.08332032	3.780	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S927	SR 414	Cantilever	WB	WB 1.6 mile east of SR 429	5.98675968	3.720	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S928	SR 414	Bridge/DMS	EB	EB east of Mainline plaza	5.76145152	3.580	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S929	SR 414	Bridge/DMS	-	1.8 mile east of SR 429	5.48786304	3.410	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S930	SR 414	Bridge	-	1 mile west of Hiawassee Rd	4.95677952	3.080	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S931	SR 414	Cantilever	WB	WB at exit to Keene Rd	4.61881728	2.870	SR 414	31	75340000	2/18/2011	Non-LPA	2009

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S932	SR 414	Cantilever	EB	EB 0.5 mile west of Hiawassee	4.2647616	2.650	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S933	SR 414	Cantilever	WB	WB 0.5 mile east of Keene Rd	3.73367808	2.320	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S934	SR 414	Cantilever	EB	EB at exit to Hiawassee Rd	0.7242048	0.450	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S935	SR 414	Cantilever	WB	WB 1.0 mile east of Keene Rd	2.9772864	1.850	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S936	SR 414	Cantilever	EB	EB 1.0 mile west of SR 441	2.2530816	1.400	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S937	SR 414	Cantilever	WB	WB at exit to Hiawassee Rd	2.22089472	1.380	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S938	SR 414	Cantilever	WB	WB at ramp to SR 429 north	8.1271872	5.050	SR 414	31	75340000	3/3/2011	Non-LPA	2009
75S939	SR 414	Bridge	-	0.5 mile east of ramp to SR 429	7.45126272	4.630	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S940	SR 414	Bridge	-	0.75 mile east of ramp to SR 429	7.06502016	4.390	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S941	SR 429	Cantilever	SB	at exit to SR 414	61.52522112	38.230	SR 429	31	75320000	3/3/2011	Non-LPA	2009
75S942	SR 429	Cantilever	SB	0.5 mile north of SR 414	62.29770624	38.710	SR 429	31	75320000	3/3/2011	Non-LPA	2009
75S943	SR 429	Cantilever	SB	1.0 mile north of SR 414	63.15065856	39.240	SR 429	31	75320000	3/3/2011	Non-LPA	2009
75S944	SR 408	Cantilever	EB	0.1 mi east opf ConrwayRd	13.74379776	8.540	SR 408	31	75008000	3/17/2011	LPA	2009
75S945	SR 408	Bridge/DMS	-	0.3 mile east of Conway	14.0012928	8.700	SR 408	31	75008000	3/17/2011	LPA	2009
75S946	SR 408	Bridge	-	Between Andes and Conway Toll	14.30706816	8.890	SR 408	31	75008000	3/17/2011	LPA	2009
75S947	SR 408	Cantilever		0.1 mile west of Andes Ave	14.5645632	9.050	SR 408	31	75008000	3/7/2011	LPA	2009
75S948	SR 408	Cantilever	EB	0.1 mile east of Andes Ave	14.54846976	9.040	SR 408	31	75008000	3/17/2011	LPA	2009
75S949	SR 408	Bridge/DMS	WB	Andes Ave	14.77377792	9.180	SR 408	31	75008000	3/17/2011	LPA	2009
75S950	SR 408	Bridge	-	Between Andes and Mercado	15.01517952	9.330	SR 408	31	75008000	3/29/2011	LPA	2009
75S951	SR 408	Bridge	-	Between Semoran and Yucatan	15.75547776	9.790	SR 408	31	75008000	3/17/2011	LPA	2009
75S952	SR 408	Cantilever	WB	at Semoran exit	15.91641216	9.890	SR 408	31	75008000	3/16/2011	LPA	2009
75S953	SR 408	Cantilever	EB	0.1 mile east of Yucatan	16.1739072	10.050	SR 408	31	75008000	3/17/2011	LPA	2009
75S954	SR 408	Cantilever	EB	0.1 mile east of Oxilas	16.6567104	10.350	SR 408	31	75008000	3/16/2011	LPA	2009
75S955	SR 408	Cantilever	WB	0.7 mile east of SR 436	16.67280384	10.360	SR 408	31	75008000	3/16/2011	LPA	2009
75S956	SR 408	Bridge/DMS	-	0.6 mile west of SR 551	16.9785792	10.550	SR 408	31	75008000	3/16/2011	LPA	2009
75S957	SR 408	Cantilever		0.2 mile west of exit to SR 551	17.28435456	10.740	SR 408	31	75008000	3/29/2011	LPA	2009
75S958	SR 408	Cantilever	WB	WB ramp SR 436 SB	15.57844992	9.680	SR 408	31	75008000	3/16/2011	LPA	2009
75S959	SR 408	Butterfly	EB	off-ramp to Andes Ave	14.33925504	8.910	SR 408	31	75008000	3/9/2011	LPA	2009
75S960	SR 408	Butterfly	WB	ramp to SR 436	15.90031872	9.880	SR 408	31	75008000	3/11/2011	LPA	2009
75S961	SR 408	Butterfly	EB	on-ramp from Yucatan Dr	16.19000064	10.060	SR 408	31	75008000	3/11/2011	LPA	2009
75S966	SR 414	Bridge	EB	Eon-ramp from Hiawassee Rd	2.62323072	1.630	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S967	SR 414	Bridge	WB	WB off-ramp from Hiawassee	2.59104384	1.610	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S968	SR 414	Bridge	WB	WB off-ramp to Keane Rd	4.87631232	3.030	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S969	SR 414	Bridge	EB	EB on-ramp from Keane Rd	4.89240576	3.040	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S970	SR 528	Cantilever	WB	on-ramp t SR 436	16.80155136	10.440	SR 528	31	75002043	5/5/2011	LPA	2009
75S971	SR 528	Cantilever	EB	0.2 mile east of SR 436	17.02685952	10.580	SR 528	31	75002000	5/5/2011	LPA	2009
75S972	SR 528	Cantilever	WB	exit to SR 436	17.09123328	10.620	SR 528	31	75002000	5/5/2011	LPA	2009
75S973	SR 528	Cantilever	WB	exit to SR 436	17.25216768	10.720	SR 528	31	75002000	5/5/2011	LPA	2009
75S974	SR 528	Bridge	EB	on-ramp to SR 436	16.30265472	10.130	SR 528	31	75002017	5/5/2011	LPA	2009
75S975	SR 436	Bridge	NB	SR 436 at ramp to EB 528	16.54405632	10.280	SR 528	31	75002034	5/6/2011	LPA	2009

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S976	SR 436	Cantilever	NB	at ramp to SR 528 WB	16.54405632	10.280	SR 528	31	75002035	5/6/2011	LPA	2009
75S977	SR 436	Cantilever	SB	at ramp to SR 528 EB	16.47968256	10.240	SR 528	31	75002036	5/6/2011	LPA	2009
75S978	SR 528	Cantilever	SB	at ramp to EB SR 528	16.47968256	10.240	SR 528	31	75002036	5/6/2011	LPA	2009
75S979	SR 414	Bridge	-	EB/WB 1/2 mi west of SR 441	1.73809152	1.080	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S980	SR 414	Bridge	-	EB/WB 1/4 mi west of SR 441	1.09435392	0.680	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S981	SR 414	Cantilever	EB	EB at exit to SR 441	0.69201792	0.430	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S982	SR 414	Bridge	-	1 mile east of Hiawassee Rd	0.5632704	0.350	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S983	SR 414	Cantilever	WB	WB at exit to SR 441	0.04828032	0.030	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S984	SR 414	Bridge/DMS	-	1/4 mile east of SR 441	0.01609344	0.010	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S985	SR 414	Cantilever	NB	NB SR 441 at ramp to EB SR 414	10.83088512	6.730	SR 414	31	75340000	6/16/2011	Non-LPA	2009
75S986	SR 414	Cantilever	SB	SB SR 441 at ramp to EB SR 414	10.95963264	6.810	SR 414	31	75340000	6/16/2011	Non-LPA	2009
75S987	SR 414	Cantilever	SB	SB SR 441 at ramp to WB SR 414	11.1849408	6.950	SR 414	31	75340000	6/16/2011	Non-LPA	2009
75S988	SR 414	Cantilever	WB	WB SR 414 off-ramp SR 441	0.33796224	0.210	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S990	SR 417	Cantilever	NB	SR 417 at Narcoossee Rd	24.79999104	15.410	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S991	SR 417	Cantilever	NB	SR 418 0.2 mile S of Moss Pk Rd	26.10355968	16.220	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S992	SR 417	Cantilever	NB	SR 417 at exit to Moss Pk Rd	26.42542848	16.420	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S993	SR 417	Cantilever	SB	SR 417 0.5 mi N of Narcoossee	26.50589568	16.470	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S994	SR 417	Cantilever	SB	SR 417 1.25 mi N of Narcoossee	27.56806272	17.130	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S995	SR 417	Cantilever	SB	Sr 417 at exit to Moss Pk Rd	28.01867904	17.410	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75S996	SR 417	Cantilever	SB	SR 417 0.5 mi N of Moss Pk Rd	28.50148224	17.710	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75S997	SR 417	Cantilever	SB	0.75 mi N of Moss Pk Rd	29.25787392	18.180	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75S998	SR 417	Cantilever	EB	Moss Pk at SR 417	27.26228736	16.940	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S999	SR 417	Cantilever	WB	Moss Pk at SR 417	27.23010048	16.920	SR 417	31	75301000	11/30/2011	Non-LPA	2009
				FDOT SIGNS								
75S316	SR 417	Bridge	-	At International Dr	FDOT		SR 417	1			Non-LPA	
75A020	SR 50	Cantilever	EB	SR 50 at SR 417	FDOT		SR 417	1	75060000	12/27/2011	FDOT	2009
75A021	SR 50	Cantilever	EB	SR 50 at SR 417	FDOT		SR 417	1	75060000	12/27/2011	FDOT	2009
75Axxx	SR 15	Cantilever	NB	Narcoossee Rd at SR 528	FDOT		SR 15	1			FDOT	
75Axxx	SR 15	Cantilever	SB	Narcoossee Rd at SR 528	FDOT		SR 15	1			FDOT	
75S025	SR 436	Bridge	NB	SR 436 just north of SR 528	FDOT			1				
75S399	SR 408	Cantilever	NB	JYP/423 at EB SR-408	FDOT		SR 408	1	75008000	10/6/2009	Non-LPA	0
75S401		Bridge	-	SB Boggy Creek at SR 528	FDOT		SR 528	1			FDOT	1997
75S400	SR 408	Cantilever	SB	JYP/423 at WB SR-408	FDOT		SR 408	1	75008000	10/6/2009	Non-LPA	0
75S451	SR 417	Cantilever	NB	JYP at SR 417	FDOT	3.570	SR 417	1	75301000	4/19/1999	Non-LPA	
75S452	SR 417	Cantilever	SB	JYP at SR 417	FDOT	3.620	SR 417	1	75301000	4/19/1999	Non-LPA	
75S485	SR 408	Cantilever	NB	Kirkman at EB 408 on-ramp	FDOT		SR 408	1	75008000		LPA	
75S524	SR 441	Cantilever	SB	0.2 mile north of SR 429	FDOT		SR 429	1			FDOT	2000

Print Date: 7/23/2013

FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S618	SR 50	Cantilever	EB	SR 50 at SR 429	FDOT	6.004	SR 429	1	75050000	2/24/2006	FDOT	2003
75S847	SR 50	Cantilever	WB	SR 50, 0.1 mi east of SR 417	FDOT	8.111	SR 50	1	75300000	10/27/2011	Non-LPA	
75S964	SR 441	Cantilever	SB	441 1/2 mile north of SR 417	FDOT	2.310	SR 441	1	75010000	4/9/2009		2009
75S965	SR 441	Cantilever	NB	441 1/2 mile south of SR 417	FDOT	1.110	SR 441	1	75010000	4/9/2009		2009
									503	OOCEA Signs		
									17	FDOT Signs		

Print Date: 7/23/2013

EXHIBIT B
METHOD OF COMPENSATION

DISTRICTWIDE SIGN AND HIGHMAST LIGHTPOLE INSPECTION
FINANCIAL PROJECT ID NO.: 412456-1-72-06

1.0 PURPOSE:

This exhibit defines the method and limits of compensation to be made to the Consultant for the services described in Exhibit "A", Scope of Services and the method by which payments will be made.

2.0 COMPENSATION:

For satisfactory completion of services authorized under this Agreement, the Department will pay the Consultant a Total Maximum Limiting Amount not to exceed $1,020,000.00. It is agreed that this amount will be the limit of all compensation due the Consultant for completion of the services detailed in Exhibit "A".

The following firm is subject to a contract fee limit up to but less than $250,000 for the term of the Agreement: *Global Rental Co., Inc.* This contract fee limitation may be removed at such time as the subconsultant firm submits an FDOT approved overhead audit performed by an independent CPA.

2.1 Summary of Compensation

The total Maximum Limiting Amount will include the elements defined in Table 1 below:

Table 1: Summary of Compensation		
Ayres Associates, Inc.	Initial Cantilever-Butterfly	$124,312
	Initial span-Truss	$73,930
	Routine Cantilever-Butterfly	$ 253,849
	Routine HMLP	$114,646
	Routine Span-Truss	$109,736
	Trail-Blazer Mast Arm	$39,201
Kisinger Campo &Associates, Corp.	Routine Cantilever-Butterfly	$89,248
	Routine Span-Truss	$65,730
OM Engineering Associates, Inc.	Routine Cantilever-Butterfly	$13,320
	Routine Span-Truss	$58,028
Global Rental Co., Inc.	Bucket Truck Rental	$78,000
	Total Limit Amount	$1,020,000

2.2 Details Of Compensation

LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, the Department will compensate the Consultant for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation

sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State law.

Inspection Services: (LA-4, Table 6): Subject to the limiting amount, the consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment will be made based on approved units completed during the billing period.

Maintenance of Traffic: (LA-4, Table 6): Subject to the limiting amount, the consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment will be made based on approved units completed during the billing period.

3.0 INVOICING PROCEDURE

The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this agreement will be prepared by the Consultant and submitted through the Department's Consultant Invoice Transmittal System (CITS). The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

Monthly, at the time of invoice submittal, the Consultant will report subconsultant payments through the Department's Equal Opportunity Reporting System on the Internet. Failure to submit a properly completed report may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will submit a final subconsultant payment report. The Consultant will pay all subconsultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within five working days of receipt of either the services or invoice, which ever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the Consultant will permit the Department to perform or have performed, an audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Department upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.

4.2 Certificate of Completion

If necessary, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the Consultant will submit either a termination invoice for an amount due or a refund to the Department for the overpayment, provided the net difference is not zero.

5.0 COMPENSATION RATES

The following table is provided for definition of contractual rates.

Table 6, Loaded Billing Rates:

Table 6
LOADED BILLING RATES

No multipliers will be added to the following rates.

CONSULTANT	ITEM	UNIT	HOURLY RATE
Ayres Associates, Inc.	Routine Cantilever-Butterfly	Unit	$701.24
	Initial Cantilever-Butterfly	Unit	$796.87
	Routine Span-Truss	Unit	$806.88
	Initial span-Truss	Unit	$912.72
	Routine HMLP	Unit	$442.65
	Trail-Blazer Mast Arm	Unit	$400.01
Kisinger Campo &Associates, Corp.	Routine Cantilever-Butterfly	Unit	$697.25
	Initial Cantilever-Butterfly	Unit	$795.42
	Routine Span-Truss	Unit	$801.58
	Initial span-Truss	Unit	$912.08
	Routine HMLP	Unit	$439.83
	Trail-Blazer Mast Arm	Unit	$399.98
OM Engineering Associates, Inc.	Routine Cantilever-Butterfly	Unit	$701.05
	Initial Cantilever-Butterfly	Unit	$796.39
	Routine Span-Truss	Unit	$805.94
	Initial span-Truss	Unit	$911.82
	Routine HMLP	Unit	$442.55
	Trail-Blazer Mast Arm	Unit	$400.00
Global Rental Co., Inc.	Bucket Truck Rental	Week	$750.00

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, this day, personally appeared Hisham N. Sunna,
(Contractor's Name)
who says that all of the vehicles operated or caused to be operated by said Contractor, are registered in the State of Florida, in accordance with Section 337.11(11) F.S.

Hisham Nasr Sunna
(Contractor's Signature)

Typed Name: Hisham N. Sunna, PhD, PE

Position: Vice President

Company Name: Ayres Associates Inc

Company Address: 8875 Hidden River Pkwy, Ste 200
Tampa, FL 33637

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

****

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 29th of July, 2013 by
(Date)

Hisbani N. Suana,
(Name of Officer or agent, title of officer or agent)

of Ayres Associates Inc, a
(Name of Corporation acknowledging)

Wisconsin corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced N/A - personally Known
(Type of identification)

as identification and did (did not) take an oath.

Katherine Francisco Notary Public, Commission No.

Katherine Francisco (Name of Notary typed, printed or stamped)

Title or Type of Document _____ (Optional)

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

KATHERINE FRANCISCO
Notary Public - State of Florida
My Comm. Expires Aug 17, 2016
Commission # EE 222152
Bonded Through National Notary Assn.

(SEAL ABOVE)

CONSENT AGENDA ITEM

#3

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Approval of Final Ranking and Authorization for
Fee Negotiations for Construction Engineering and Inspection Services for
S.R. 429 (Wekiva Parkway) Systems Interchange
Project No. 429-204; Contract No. 001087

In accordance with the approved Procurement Policy and Procedures for professional services consultants, the Procurement Department advertised for Letters of Interest (LOI) for the referenced project on March 29, 2015. Responses were received from four firms by the April 15, 2015, deadline. Those firms were: A² Group, Inc.; HDR Engineering, Inc.; KCI Technologies, Inc.; URS Corporation Southern. The Evaluation Committee voted unanimously to shortlist all four firms. The firms were notified by the Procurement Department and directed to submit Technical Proposals.

Technical Proposals were received from all four firms by the May 13, 2015, deadline and were transmitted to the members of Technical Review Committee for review and scoring. As part of the scoring process, the Technical Review Committee met on May 20, 2015, to hear oral presentations from the firms. After the oral presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

Ranking	Consultant Firm
1	A² Group, Inc.
2	URS Corporation Southern
3	HDR Engineering, Inc.
4	KCI Technologies, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with A² Group, Inc., is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of a contract will be requested.

LOI-001087 Project 429-204 Committee Meeting May 20, 2015 Minutes

Technical Review Committee for **CEI Services for Wekiva Parkway, Project 429-204, Contract No. 001087,** held a duly noticed meeting on Wednesday, May 20, 2015, commencing at 9:00 a.m. Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Joe Berenis, Executive Deputy Director Engineering, Operations, Construction and Maintenance
Don Budnovich, Resident Engineer / Senior Project Manager
Ben Dreiling, Director of Construction and Maintenance

Other Attendees:
Claude Miller, Director of Procurement

Presentations:
Claude Miller commenced each presentation with a brief overview of the process and introduced the Technical Review Committee. Claude stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

A2 Group, Inc.	09:02 – 09:35 a.m.
HDR	09:44 – 10:13 a.m.
KCI Technologies, Inc.	10:23– 10:57 a.m.
URS Corporation Southern	11:08 – 11:40 a.m.

Committee members asked questions of the firms at the end of each presentation.

Evaluation Portion:
The committee members individually scored the proposers and submitted them to Claude for tallying. Claude Miller tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

FIRM	Points	Ranking
A2 Group, Inc.	3	1
URS Corporation Southern	7	2
HDR	8	3
KCI Technologies, Inc.	12	4

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Ben Dreiling will review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 11:45 am These minutes are considered to be the official minutes of the Technical Review Committee meeting held Wednesday, May 20, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Claude Miller, Director of Procurement

Approved by: _____
Ben Dreiling, Director of Construction and Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL PROPOSALS FINAL RANKING

CEI SERVICES FOR S. R. 429 (Wekiva Parkway); Project No. 429-204, Contract No. 001087

CONSULTANT	Joe B. INDIVIDUAL RANKING	Ben D. INDIVIDUAL RANKING	Don B. INDIVIDUAL RANKING	RAW SCORE	FINAL RANKING
A² Group, Inc.	1	1	1	3	1
HDR	3	2	3	8	3
KCI Technologies	4	4	4	12	4
URS Corporation	2	3	2	7	2

EVALUATION COMMITTEE MEMBERS:

5/20/2015

5/20/2015

5/20/2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL PROPOSAL and PRESENTATION SCORING SUMMARY

CEI SERVICES FOR S. R. 429 (Wekiva Parkway)

CONTRACT NO. 001087; PROJECT NO. 429-204

CONSULTANT	A² Group, Inc.	HDR	KCI Technologies	URS
APPROACH TO THE SERVICES (MAX 10)	8	8	6	7
PROPOSED STAFFING (MAX 25)	23	20	22	22
CPM SCHEDULE (MAX 15)	15	15	15	15
QC/QA PROGRAM (MAX 05)	5	5	5	5
CONSTRUCTABILITY REVIEW (MAX 20)	15	14	13	13
ORAL PRESENTATION (MAX 25)	25	23	22	24
TOTAL	91	85	83	86
Ranking	1	3	4	2

EVALUATION COMMITTEE MEMBER:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL PROPOSAL and PRESENTATION SCORING SUMMARY

CEI SERVICES FOR S. R. 429 (Wekiva Parkway)

CONTRACT NO. 001087; PROJECT NO. 429-204

CONSULTANT	A² Group, Inc.	HDR	KCI Technologies	URS
APPROACH TO THE SERVICES (MAX 10)	10	10	5	10
PROPOSED STAFFING (MAX 25)	25	20	20	25
CPM SCHEDULE (MAX 15)	15	15	15	15
QC/QA PROGRAM (MAX 05)	5	5	5	5
CONSTRUCTABILITY REVIEW (MAX 20)	20 75	15 65	15 60	15 65
ORAL PRESENTATION (MAX 25)	24	20	15	21
TOTAL	99	85	75	86
Ranking	1	3	4	2

EVALUATION COMMITTEE MEMBER:

J A Berens

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

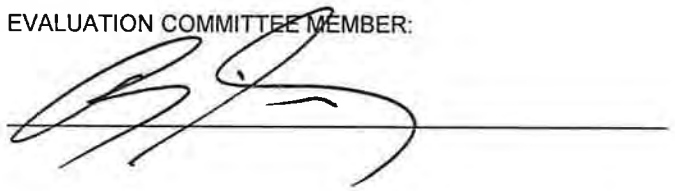
TECHNICAL PROPOSAL and PRESENTATION SCORING SUMMARY

CEI SERVICES FOR S. R. 429 (Wekiva Parkway)

CONTRACT NO. 001087; PROJECT NO. 429-204

CONSULTANT	A² Group, Inc.	HDR	KCI Technologies	URS
APPROACH TO THE SERVICES (MAX 10)	9	8	8	8
PROPOSED STAFFING (MAX 25)	22	20	19	20
CPM SCHEDULE (MAX 15)	15	13	12	13
QC/QA PROGRAM (MAX 05)	5	5	5	5
CONSTRUCTABILITY REVIEW (MAX 20)	19	15	13	13
ORAL PRESENTATION (MAX 25)	24	19	16	20
TOTAL	94	80 +	73	80 -
Ranking	1	2	4	3

EVALUATION COMMITTEE MEMBER:



CONSENT AGENDA ITEM

#4

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Award of Contract to Kisinger Campo & Associates, Corp. (KCA) for Bridge Inspection Services; Contract No. 001127

Board award of the referenced contract to KCA is requested in the not-to-exceed amount of $609,452.23. Services will cover the inspection of bridges on all Authority roadways for a two-year period

On December 8, 2014, FDOT District 5 (D-5) advertised for bridge inspection services for three categories: "Local Government Bridge Inspection for On and Off Federal System"; "State Bridge Inspection and Underwater Inspection"; and "Central Florida Expressway Authority" bridges. The selection process for the inspection services was completed by D-5 and resulted in KCA being ranked first for inspection of the Authority's bridges. All of the solicitation documents issued by D-5 and the documents submitted by KCA in response to the request for proposals have been reviewed by staff and found to be in order and acceptable as a procurement method when compared to our procedure for this type of service.

The fees that we used to arrive at the contract amount are the same and in many cases slightly less than those negotiated by D-5 for their contracts.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KISINGER CAMPO & ASSOCIATES, CORP.

BRIDGE INSPECTION SERVICES

CONTRACT NO. 001127

CONTRACT DATE: JUNE 11, 2015
CONTRACT AMOUNT: $609,452.23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, DETAILS OF COSTS AND FEES, AND PROJECT ORGANIZATIONAL CHART

AGREEMENT, SCOPE OF SERVICES, DETAILS OF COSTS AND FEES, AND PROJECT ORGANIZATIONAL CHART

FOR

BRIDGE INSPECTION SERVICES

CONTRACT NO. 001127

JUNE 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

TABLE OF CONTENTS

Section	Title
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Details of Costs and Fees
C	Exhibit "C", Project Organization Chart

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR BRIDGE INSPECTION SERVICES
CONTRACT NO. 001127

THIS AGREEMENT, made and entered into this 11th day of June 2015 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and KISINGER CAMPO & ASSOCIATES, CORP., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 9270 Bay Plaza Boulevard, Suite 605, Tampa, Florida 33619.

That the AUTHORITY did determine that the CONSULTANT is fully qualified to render the services contracted.

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish bridge inspection services required by the AUTHORITY for Contract No. 001127.

2.0 The CONSULTANT and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

The AUTHORITY's Director of Construction and Maintenance or his authorized designee shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and Maintenance and the CONSULTANT shall comply with all of the directives of the Director of Construction and Maintenance that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Director of Construction and Maintenance.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a two year term from the date of the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROJECT SCHEDULE

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The AUTHORITY will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing the required services and shall have due regard for acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Ayres Associates, Inc.
Bolt Underwater Services, Inc.
Hardesty & Hanover, LLP
Horizon Engineering Group, Inc.

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY's written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing bridge inspection services for Contract No. 001127.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Details of Costs and Fees, attached hereto and made a part hereof, in the not-to-exceed amount of $609,452.23. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for AUTHORITY costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by the AUTHORITY for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in

that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "B", Details of Costs and Fees, supporting the compensation provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

10.0 TERMINATION

The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY requires such termination.

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of

any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Director of Construction.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to the AUTHORITY's Executive Director whose decision shall be final.

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be

reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense

arising out of any negligent act, error or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

14.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from the AUTHORITY, the

CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies

shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be

provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of the AUTHORITY for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the AUTHORITY and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-:VII. If requested by the AUTHORITY, the AUTHORITY shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the CONSULTANT shall

procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the AUTHORITY.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

17.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read the AUTHORITY's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

18.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

19.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding

potential conflicts of interest shall be addressed to the Executive Director for resolution. During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

20.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

21.0 GOVERNING LAW AND VENUE

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Details of Cost and Fees

Exhibit "C", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on June 11, 2015.

KISINGER CAMPO & ASSOCIATES, CORP.

BY:_____
Authorized Signature

Title:_____

Print Name:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

EXHIBIT A

SCOPE OF SERVICES

"GENERAL SCOPE OF SERVICE"

FOR DISTRICT 5

BRIDGE INSPECTION ON

TOLL ROADS IN ORANGE COUNTY

PROJECT MANAGER: Julia Blackwelder
DISTRICT STRUCTURES MAINTENANCE ENGINEER
Edmond Kestory, P.E.,

Stage III
Prepared by Julia Blackwelder
Date 10/28/2014

WORK PROVISIONS AND SPECIFICATIONS
FOR DISTRICT 5
BRIDGE INSPECTION ON
TOLL ROADS IN ORANGE COUNTY

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1.0 PROJECT OBJECTIVE

1.1 Bridges located within District 5 of the Florida Department of Transportation, are to be inspected in compliance with Federal Regulations (National Bridge Inspection Standards, CFR Title 23, Part 650, Subpart C); Section 335.074, Florida Statues; Safety Inspection of Bridges; and State of Florida Department of Transportation Rules, Chapter 14-48, F.A.C., Bridge Inspection Standards.

2.0 General Description:
TOLL: Bridges on Toll Facilities
The Toll Facilities Bridges will have a separate Contract administered directly with Central Florida Expressway Authority. All rates will be negotiated with the FDOT and the established rates will be part of Central Florida Expressway Authority contract. The Authority will be responsible for all payments under this contract.

All work orders in the following sections and subsections will not be processed in the FDOT work order system, they will be handled through a spreadsheet.
SR-429 Section 75320000 and all sub-sections
SR-551 Section 75200000 and all sub-sections
SR-417 Section 75301000 and all sub-sections
SR-414 Section 75340000 and all sub-sections

All work orders in the following sections and subsections will be processed in the FDOT work order system.
SR-417 Section 75300000 and all subsections, SR-408 Section 75008000, all subsections and SR-528 Section 75002000, all subsections.

2.1 The Consultant shall perform bridge inspection services, as described in this scope of services, for toll facilities bridges listed by number in Exhibit "A". The frequency of inspection shall comply with Florida Statues and Manual for Bridge Inspection and Other Structures and Reporting Procedures." (One biennial bridge inspection for all fixed bridges listed in Attachment "A".

2.2 The following Task units are dynamic, therefore the quantity for each work item is estimated below:

2.2.1 **Routine Inspection**
TOLL
294 Bridges listed in Exhibit "A" shall require Routine Bridge Inspections in compliance with Florida Statues and Manual for Bridge Inspection and Other Structures Reporting Procedures and the requirements of this scope a set forth herein.

2.2.2 **Routine Processing**

TOLL

294 Bridges listed in Exhibit "A" shall require Routine Processing in compliance with Florida Statues and Manual for Bridge Inspection and Other Structures Reporting Procedures and the requirements of this scope as set forth herein.

2.2.3 **Initial Inspection**

TOLL

15 Bridges not listed in Exhibit "A" will require Initial Inspections and application for bridge numbers, when necessary, since prior inspections of these newly constructed or newly inventoried structures have not been performed. A bridge record file will be established in the **Bridge Management BrM (PONTIS)** format and be in compliance with Florida Statues and the Manual for Bridge and Other Structures Inspection and Reporting Procedures and the requirements of this scope set forth herein. All initial inspections will require a Photo Inventory.

2.2.4 **Load Ratings**

i. New load rating calculations will be required for bridges newly built, rehabilitated, new to the inventory, or with significant deterioration.

ii. LOAD RATINGS FURTHER EXPLAINED

TOLL

2 load rating calculations will be required for fixed bridges newly built, rehabilitated, new to inventory or with significant deterioration.

iii. TOLL

0 load rating calculations will be required for complex bridges newly built, rehabilitated, new to inventory or with significant deterioration. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

2.2.5 **Radiology Test**

TOLL

0 Services are to include field test on reinforced and prestressed concrete bridges where plans are not available. The use of radiological techniques is used to determine the interior steel for the purpose of load analysis.

2.2.6 **Underwater Inspection**

TOLL

20 Underwater inspections will be required for portions of bridges located in water deeper than 3 ft. at the time of the inspection and where the underwater portions cannot be adequately inspected without the use of divers.

2.2.7 **Interim Inspections**

TOLL

5 Interim bridge inspections will be required for bridges that are posted or with low condition and /or appraisal ratings or after substantial repairs by the owner, or damage caused by vehicular impact.

Page one of the Bridge Management BrM (PONTIS) reporting format will allow for the overall Numerical Condition Rating (NCR) of the major components of the bridge. These components correspond to those of the National Bridge Inspection Standards (NBIS), which are required by the Federal Highway Administration on all inspection reports. The NCR will be presented on a 0 to 9 scale. If the overall NCR for a major component is rated 4, or safe load capacity is calculated to be 4 or less, an interim inspection will be required. If the overall NCR for a major component is rated at 3, or less, semi-annual inspections will be required. At the discretion of the District Structures Maintenance Engineer, interim inspections may be required for bridges undergoing significant scour and after significant storms.

2.2.8 **Special Inspections**

Special Inspections Services are to include bridges with circumstances that warrant additional time to perform the inspection such as bridge lengths greater than 1000 ft, inspection at night to avoid traffic or require the use of a bridge inspection machine.

TOLL

1 Providing a bridge inspection machine and requiring mobilization (Per Week).

TOLL

1 Providing a bridge inspection machine and requiring mobilization (Per Day).

TOLL

15 Bridge Lengths greater than 1000 feet.

2.2.9 **Complex Routine Inspection**

TOLL STATE*

0 **0** Bridges in Exhibit "A" shall require Complex Routine Inspection in compliance with Florida Statues and Manual for Bridge Inspection and Other Structures and Reporting Procedures and the requirements of this scope set forth

herein. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

2.2.10 **Complex Routine Processing**

TOLL

0 Bridges in Exhibit "A" shall require Complex Routine Processing in compliance with Florida Statues and Manual for Bridge Inspection and Other Structures and Reporting Procedures and the requirements of this scope set forth herein. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

2.2.11 **Complex Interim Inspection**

TOLL

0 Bridges in Exhibit "A" shall require Processing in compliance with Florida Statues and Manual for Bridge Inspection and Other Structures and Reporting Procedures and the requirements of this scope set forth herein. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

2.2.12 **Fracture Critical Inspection**

TOLL

9 Bridges listed in Exhibit "A" shall require Fracture Critical Inspections in compliance with Florida Statues and Manual for Bridge Inspection and Other Structures Reporting Procedures and the requirements of this scope as set forth herein

2.2.13 **Underwater Quality Assurance Reviews**

TOLL

2 Bridges listed in Exhibit "A" shall require Underwater Quality Assurance Reviews in compliance with Florida Statues and Manual for Bridge Inspection and Other Structures Reporting Procedures and Manual for Bridge Underwater Operations Procedures the requirements of this scope as set forth herein.

The consultant shall provide a qualified dive inspection team to perform quality assurance reviews on 5% of the underwater inspected bridges. The review must be performed by a different inspection team from another consultant firm. For all structures it is anticipated that only 10% of the substructure will be inspected for quality assurance review. Some areas that should be looked at are areas with reported deficiencies, areas that were not reported to have deficiencies

and numerous sample areas that have been cleaned. The quality assurance review shall consist of:

- Review of the inspection report
- Perform on-site visual inspection for comparison with inspection report
- Record findings of inspection
- Photographs of findings, as necessary
- Submit documentation summarizing above

2.3 The contract period shall be **24 months** and shall begin from the date of the written notice to proceed, issued by the Department.

2.4 For the purpose of this agreement a structure is considered to be a bridge if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statues.

2.5 All services to be performed by the Consultant shall conform to the current version of the following state and national publications covering bridge inspection standards of practice:

2.5.1 National Bridge Inspection Standards
Code of Federal Regulations 23, Part 650, Subpart C

2.5.2 State of Florida Statue 335.074, Safety Inspection of Bridges;

2.5.3 Manual for Condition Evaluation of Bridges current edition.
American Association of State Highway & Transportation Officials (AASHTO);

2.5.4 Bridge Inspector's Reference Manual
U.S. Department of Transportation/Federal Highway Administration; (USDOT/FHWA)

2.5.5 Inspection of Fracture Critical Bridge Members
FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration; (USDOT/FHWA)

2.5.6 Culvert Inspection Manual
FHWA-IP-86-02, U.S. Department of Transportation/Federal Highway Administration; (USDOT/FHWA)

2.5.7 Evaluating Scour at Bridges
Hydraulic Engineering Circular 18; FHWA-IP-90-017

2.5.8 Underwater Inspection of Bridges

FHWA-DP-80-1, U.S. Department of Transportation/Federal Highway Administration;

2.5.9 Manual for Bridge and Other Structures Inspection and Reporting Procedures, Volume I State of Florida Department of Transportation;

2.5.10 Users Manual-Bridge Management BrM (PONTIS) Release 4. or Current Release State of Florida Department of Transportation;

2.5.11 Bridge Load Rating Manual (January 2011) http://www.dot.state.fl.us/statemaintenanceoffice/StructuresOperations.shtm

2.5.12 Manual on Uniform Traffic Control Devices 950-044-0000-4, U.S. Department of Transportation/Federal Highway Administration;

2.5.13 Roadway and Traffic Design Standards Index Nos. 600-651 FDOT

2.5.14 Commercial Diving Operations OSHA CPL 02-00-143 29 CFR Part 1910, Subpart T

2.5.15 Stream Stability a Highway Structures Hydraulic Engineering Circular No. 20, U.S. Department of Transportation/Federal Highway Administration

2.5.16 Movable Bridge Inspection Evaluation and Maintenance Manual 850-010-032-a: American Association of State Highway & Transportation Officials (AASHTO);

2.5.17 Utility Accommodation Manual -710-020-001 (FDOT)

2.5.18 Technical Advisory Inspection of Gusset Plates Using Non-Destructive Evaluation Technologies-January 29,2010 (FHWA)

2.5.19 Rule Chapter 14-48, F.A.C.

3.0 PERSONNEL REQUIREMENTS

3.1 A qualified individual must be at the bridge site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges according to the

National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of The Florida Department of Transportation, Chapter 14-48.07, F. A. C.

3.2 All final documents, such as bridges inspection reports, CIDRs, and Load Ratings, shall be individually sealed by a Professional Engineer in accordance with Section 471.025, F.S. The individual signing and sealing bridge inspection reports must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges.

3.3 Load rating determinations and the load rating calculations shall be sealed in accordance with Section 471.025, F.S. by the Professional Engineer, which confirms the accuracy and completeness of the load ratings.

3.4 The Consultant's work shall be directed and performed by the key personnel identified in the technical proposal as presented by the Consultant. Any changes in the indicated personnel in the Consultant's proposal shall be subject to review and approval by the Department's Project Manager.

3.5 Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work (i.e., underwater inspections). The Consultant shall be authorized to subcontract these services under the provisions of this agreement.

3.6 Subcontracting firms and the work they will perform shall be identified in the original proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by the Department Project Manager.

4.0 WORK ITEMS

4.1 Field Inspections

4.1.1 Field inspections must be conducted in accordance with the publications listed in Section II. The Professional Engineer or Certified Bridge Inspector on site shall be responsible for the detection of all deficiencies and the determination and recording of the structure's condition which must include the personal inspection of all significant deficiencies. This individual is responsible for assuring the accuracy and completeness of all data and records compiled as a result of

the Consultant's field activity. This individual is also responsible for insuring that bridge numbers are in place and legible on each bridge.

4.1.2 Every visible surface of all members of each bridge must be examined. Members that cannot be examined because of debris, vegetation, etc, should be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than two hours for the inspection team to perform. Bridge members and elements that cannot be inspected prior to report publication must be documented in the report as such, along with the reason for not inspecting.

4.1.3 The element notes of the Bridge Management BrM (PONTIS) report shall contain a brief but comprehensive description of significant deficiencies. If element notes are more than 2,000 characters, they will be placed in the report addendum. See section 4.6.3 of the scope.

4.1.3.1 Where deficiency dimensions are documented, the actual width, length and location of the member should be recorded in feet and inches. **Element Condition States should be specified prior to the element inspection notes with the deficiency described.** In cases where dimensioning every deficiency is impractical, the standard undefined general terms, such as narrow, fine, etc., shall not be used. All documented dimensions shall be expressed in width in 1/64" increments. All documentation shall be in English terms including the CIDR.

4.1.3.2 The probable cause of a deficiency should be identified. This serves two primary purposes: the most effective repair can only be determined if the source of the deficiency has been identified when the same cause for a specific deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.

4.1.4 The Consultant shall not permit any bridge inspector to perform consecutive inspections on the same bridge. If this occurs, the Consultant shall reinspect the bridge using another inspector at no charge to the Department.

4.1.5 If by field observation, deficiencies are sufficiently critical to warrant immediate and substantial traffic restriction or closing of the bridge, the Department Project Manager or designated representative must be verbally notified immediately. Verbal notification must be confirmed with written notification within 48 hours. The Department Project Manager will be responsible for notifying the bridge owner responsible for bridge maintenance. Critical deficiencies are defined in Chapter Three of the Manual for Bridge Inspection and Other Structures and Reporting Procedures.

4.1.6 Traffic control procedures must be in accordance with the FHWA/USDOT Manual on Uniform Traffic Control Devices (MUTCD) and the Department's Roadway and Traffic Design Standards.

4.2 Inspection Reports

4.2.1 The Consultant must develop, publish, and distribute two copies of a bridge inspection report for each bridge, one for the Department and one for the owner. Each bridge report will contain all documentation specified by this agreement and will consist of two major sections: inspection reports including the load rating analysis, and CIDR Records. The bridge report must meet the requirements of the Manual for Bridge and Other Structures Inspection and Reporting Procedures, Volume I, except where it specifically pertains to the inspection report format using the current release. The Department will provide software and access to the Bridge Management BrM (PONTIS) network. The consultant is responsible for procuring training in Bridge Management BrM (PONTIS) for its employees.

4.2.2 Each bridge report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will return records within seven (7) calendar days that do not conform to the specifications of this agreement or that are in error and these should be resubmitted to the Department within seven (7) calendar days.

4.2.3 Within sixty (60) days after completion of each inspection, the Consultant shall furnish the Department with the original and one copy of each bridge report. One copy of the final bridge report, officially approved by the Department will be transmitted or hand delivered to its respective owner. Each bridge inspection report shall be a stand-alone document and must include the inspection of any underwater members and load rating calculations. Legal size paper shall not be used for bridge reports.

4.2.4 Deficiencies described in previous bridge inspection reports must be addressed again in the current report. Terminology not commonly understood by non-inspection personnel should be minimized and undefined values or ratings shall not be used. A bridge inspection report must provide a comprehensive description of all bridge deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action. Also, specify the Numerical Condition State within the description of the deficiency.

4.3 Comprehensive Inventory Database (CIDR) Records

4.3.1 The Department must maintain, for every public bridge in Florida, a computer file referred to as the CIDR file, which contains data items pertaining to a bridge's identity, condition, and description. The Consultant will input the CIDR data into the Bridge Management BrM (Pontis) and verify the sheets for completeness and accuracy due to the possibility of computer processing errors.

4.3.2 Each bridge report must contain CIDR sheets sealed in accordance with Section 471.025, F.S. by the Professional Engineer which confirms its accuracy and completeness. The CIDR sheet must follow the bridge inspection report in the final bound bridge report.

4.4 Electronic Document Management System

4.4.1 The Consultant must maintain an active VPN connection which will be used to Import electronic documents into the Department's Electronic Document Management System (EDMS)

4.4.2 The Consultant shall provide personnel proficient in the use of computers and scanner operation to input Structures Inspection Documents into the Department's EDMS. This will require familiarity with the Structures Management EDMS. Documents guidelines for the EDMS are posted on the Infonet. Duties will include scanning, attributing (assigning information specific to the document), importing directly into EDMS folder and retrieving documents that are to be archived electronically in the Department's EDMS. Whenever possible, documents imported into the EDMS will be in PDF format. Documents such as inspection reports, addendums and photo inventories that are created in Bridge Management BrM (PONTIS) will be downloaded from Bridge Management BrM (PONTIS) using the print to Adobe command. Adobe Acrobat version 5.0 and later will be used, in the 1.4 format. This effort should be included into the cost of scheduled inspections. Document names will follow the D5 Structure Maintenance Naming Conventions & Attribution Document. Final payment will not be authorized until all documentation has been uploaded into the EDMS system and approved by the Project Manager.

4.5 Meeting with Bridge Owner

4.5.1 The Consultant is responsible to have one owner's meeting within a 24 month period. The owners meeting will be held at Central Florida Expressways Office. The Consultant or his representative shall be available at no more than one week notice to attend meetings with bridge owner at the request of the Department. The Consultant shall schedule the owners meeting with the bridge owner.

4.5.2 The meetings should include a brief discussion of the bridge inspection program regulations and objectives, an outline of the bridge owner's specific responsibilities, particularly the bridge owner's responsibility to have load ratings performed, close or post bridges with recommended weight restrictions and to correct deficiencies that endanger the traveling public. The discussion of the bridge inspection program should cover as a minimum Department Rules, Chapter 14-48, F.A.C., and Bridge Inspection Standards. The discussion should include the importance of notifying the Department when structures that are structurally or critically deficient are either repaired or replaced and when recommended weight restriction postings have been accomplished.

4.5.3 The general Bridge Management BrM (PONTIS) format and content of a typical bridge report, addendums, the process for monitoring follow-up action on critical bridge deficiencies, and a summary of the condition of each structurally deficient bridge shall be explained by the Consultant in order to familiarize bridge owners with the records they are to receive. After the bridge inspection reports are presented to the owner, the consultant must be available to answer a reasonable number of questions by telephone.

4.6 Bridge Management BrM (PONTIS) Bridge Inspection Report Addendum
The Bridge Management BrM (PONTIS) format was selected for use as a management tool. It has the capacity to maintain records for each individual bridge as well as combining records for all bridges in the inventory. This enables management to obtain information on single bridges and on the inventory as a whole. There are however, a number of items that were provided in the previous system that Bridge Management BrM (PONTIS) does not provide.

The following sections will be included in an addendum section placed at the end of the Bridge Management BrM (PONTIS) report. In the following order, with a header on all addendums as follows: Contents of Addendum: example Report Identification, Approach Photo, Elevation Photo & Bridge Location Map, Additional Element Inspection Notes, Load Rating Analysis Summary, Sketches and Photo's, Recommended Corrective Action Page for Non LPA bridges, Scour Evaluations (Bottom Profile Measurements & Channel Sections), Fracture Critical Inspection Sheets-The addendum will identify Fracture Critical members as documented by FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration publication.

4.6.1 Addendum-Contents (Addendum No. 1)
Contents of Addendum Page-Bridge Location Map, Additional Element Inspection Notes, Load Rating Analysis Summary, Sketches, Deficiencies Photo's, Photo inventory, Recommended Corrective Action, Scour Evaluation, Fracture Critical Inspection sheets.

Report Identification

- * Bridge Number
- * Inspection Date
- * Bridge Name
- * Facility Carried
- * Feature Intersected
- * Insert an Approach Photo of the bridge

4.6.2 LOCATION MAP (Addendum No. 2)
Provide an Elevation Photo from either side of the bridge and location map with sufficient detail to allow a person not familiar with the area to find the bridge.

4.6.3 ADDITIONAL "ELEMENT INSPECTION NOTES" (Addendum No. 3)
Inspection notes that exceed the 2,000 characters due to Bridge Management BrM (PONTIS) limitations will be addressed in Bridge Management BrM (PONTIS) Inspection Notes/Structures Notes. If all over flow notes cannot fit in these areas then all over flow notes will be placed as the third section in the addendum.

4.6.4 Load Rating Analysis Summary (Addendum No. 4)
All bridges will have a copy of the current load summary sheet.

4.6.4.1 Each inspection will include the evaluation of the load rating analysis's applicability to the condition of the structure. The review shall include but not be limited to deterioration, geometric changes or additional dead load. A note will be placed in the Structures Notes section of the inspection report in the Bridge Management BrM PONTIS database stating that the load rating still applies. If the review warrants a new load rating, prior approval will be needed by the FDOT's Load Rating Specialist and the owner.

4.6.5 PHOTO INVENTORY, SKETCHES, DEFICIENCY PHOTOS (Addendum No. 5)
New Photo Inventory will be provided on as needed basis (if the bridge is widened or old photos do not depict how the bridge looks). Photos and sketches will be referenced in the element notes of the Bridge Management BrM (PONTIS) inspection report with the element category to which they refer. As a minimum Photo's are required if a Smart Flag condition exists or if an element has a CS that is a 3 or below. Also, photos/sketches are required when there is a work order/repair is necessary. Photos of posted load restrictions will appear first.

4.6.6 RECOMMENDED CORRECTIVE ACTION (Addendum No. 6)
The Bridge Management BrM (PONTIS) choices of feasible action are limited and sometimes do not adequately describe what is being said to an unfamiliar reader. So, in addition to entering the feasible action in the main Bridge

Management BrM (PONTIS) report a more descriptive version of what is being recommended for repair under the page heading of "RECOMMENDED REPAIRS" and a sub-heading of the ELEMENT CATEGORY to which it refers shall be provided. See section 4.7 Work Orders for more specific details.

4.6.7 Scour Evaluation (Addendum No. 7)
Provide Bottom Profile Measurements & Channel Sections

4.6.7.1 Plans of Action (POA) have been developed on individual bridges with unknown foundations and scour critical bridges. The Consultant shall verify all information included in the POA's during their review and update all applicable fields. This process will be conducted during the biennial routine inspection of the bridges. We will provide data for all bridges that need updating prior to inspection.

4.6.8 FRACTURE CRITICAL INSPECTIONS (Addendum No. 8)
Structures, which require "FRACTURE CRITICAL INSPECTIONS", will be documented on page one of the Bridge Management BrM (PONTIS) inspection report and as an addendum. This addendum will identify Fracture Critical members as documented by FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration publication.

4.7 Work Orders

4.7.1 The consultant will be responsible for insuring that corrective action is requested for all bridges on SR-417 Section 75300000 and all subsections, SR-408 Section 75008000 and all subsections and SR-528 Section 75002000 and all subsections in the inspection reports through a work order in Bridge Management BrM (Pontis). To accomplish this it
will be necessary to review the inspection reports and decide if corrective action is warranted for each deficiency reported. A Feasible Action Review Committee (F.A.R.C.) will be established containing no less than three management level engineers. The committee will meet on a weekly basis to review the week's inspection reports and will present its findings to a representative of the Department for final approval. Work orders will be submitted with the final inspection reports. A copy of the Work orders will be generated through the Reports Applet, Work003-Work Order Maintenance (Wom Report).

4.7.2 The consultant will create a Recommended Corrective Action page for all work Order recommendations on SR-429 Section 75320000 and all sub-sections, SR-551 Section 75200000 and all sub-sections, SR-417 Section 75301000 and all sub-sections, SR-414 Section 75340000 and all sub-sections for tracking all work orders that are not processed through the FDOT work order system. The spreadsheet will be submitted during the review process and any revision will be made and an updated copy will be submitted with the final inspections reports and forwarded

to the owner.

5.0 QUALITY CONTROL

5.0.1 The consultant shall institute quality assurance procedures, which shall be provided in written form to the Department for review and approval before work begins. Quality assurance procedures are an integral part of this contract and are not a separate pay item. The Department may perform additional quality assurance by inspecting bridges that have been previously inspected by the Consultant and reviewing the inspection records for conformity with the Department's findings.

5.1 Quality Reviews
The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.

5.1.2 The Quality Assurance Program should also have a second peer review level. The peer review can be conducted internally by the Consultant's organization or by subcontracting the review to another consultant firm.

5.2 Quality Records

5.2.1 The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be submitted on a quarterly basis so available for audit review at time of visit from FHWA.

5.3 Quality Assurance Plan

5.3.1 The Consultant shall include a quality assurance plan in the proposal. The quality assurance plan shall detail the procedures, evaluation criteria, and instructions to the organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the Department approves the Consultant's quality assurance plan. Significant changes to the work requirements may require the Consultant to revise their quality assurance plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

5.3.1.1 Organization - A detailed description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract shall be provided. List quality control personnel by name and include their qualifications.

5.3.1.2 Quality Reviews – The Consultant's quality assurance methods used to monitor and assure compliance of their organization with contract requirements for services and products shall be detailed in the Quality Assurance Plan.

5.3.1.3 Quality Records – The types of records, which will be generated and maintained by the Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.

5.3.1.4 Quality of Subcontractors and Vendors – The methods used by the Consultant to control the quality of the subcontractors and vendors shall be detailed in the Quality Assurance Plan.

5.3.1.5 Quality Assurance Certification – An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the bridge inspection reports, load ratings, etc., have been prepared and checked in accordance with the Department's specifications for this contract.

5.3.2 The Department may hold short (1/2 day) training sessions for all bridge inspectors biannually, informing them of changes that have been made in inspection and/or reporting procedures. The Consultant's inspectors are required to attend.

5.4 QUALITY REVIEWS BY THE DEPARTMENT

5.4.1 The Department may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. The Consultant shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

6.0 MATERIALS TO BE FURNISHED BY THE DEPARTMENT TO THE CONSULTANT

6.1 General

6.1.1 State of Florida Department of Transportation General Highway Bridge Map, for each county.

6.2 Bridge Load Rating Materials
Load Rating Summary Forms and calculations

6.3 Manuals
Manuals listed in this document may be purchased from the vendors listed below or distributed by the Department.

6.3.1 FDOT Manuals
Florida Department of Transportation
Station 12 Haydon Burns Building
Maps and Publication Sales, Mail
605 Suwannee Street
Tallahassee, Florida 32428
850-414-4050

6.3.2 AASHTO Publications
American Association of State Highway and Transportation Officials
444 N. Capital Street, NW, Suite 225
Washington, D.C. 20001
202-624-5800 Publications 1-800-231-3475

6.3.3 FHWA Manuals
U.S. Government Printing Office
Washington, D.C. 20402

6.3.4 Florida Department of Transportation
Bridge Management BrM (PONTIS) Bridge Inspectors Field Guide

7.0 WORK SCHEDULE AND PROGRESS REPORTS

7.1 Notice to Proceed Meeting

7.1.1 The Department shall conduct a Notice to proceed meeting after the Consultant has received the Notice to Proceed letter from the Department. This meeting will include but will not be limited to the following personnel:

Department Project Manager;
Department Professional Services Administrator
Consultant Project Manager
Consultant Deputy Project Manager

7.1.2 The Department will explain the financial and administrative details of the contract, establish any ground rules upon which the work will be conducted, and transfer materials to be furnished by the Department.

7.1.3 The Consultant will provide the Department with a written quality control procedure, a proposed work schedule, an organization chart, and a proposed cost flow graph.

7.2 Work Schedule

7.2.1 A proposed work schedule shall be submitted to the Department for approval. This schedule shall show how the Consultant anticipates the work will progress from month to month to completion of the agreement. The work schedule shall be established in a manner that will insure that bridge inspections will not be delinquent. The Department prefers that bridges be inspected in general conformance with the proposed work schedule presented in Exhibit "A" and that county and ownership generally group bridge inspections.

7.2.2 A cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to the Department's Project Manager.

7.2.3 An organization chart shall be submitted to the Department for approval. The organizational chart shall include the number and names of people, team sizes, and which people are to be assigned to the various work items.

7.2.4 The proposed work schedule, cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the bridge inspections shall be included with the Consultant's proposal. The list of major equipment shall indicate if the Consultant owns the equipment and, if not, his plans for obtaining the equipment.

7.3 Progress Reports

7.3.1 The Consultant shall submit on Monday morning, via email, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the upcoming week. Weekly progress reports shall describe the work performed on each task. Monthly progress reports should also be prepared and delivered to the Department concurrently with the monthly invoice, via email.

7.3.2 The Consultant shall meet with the Department on a monthly basis as deemed necessary by the Department Project Manager.

7.3.3 The Department Project Manager will make judgment on whether work of sufficient quantity and quality has been accomplished, by comparing the actual work accomplished against the approved proposed work schedule.

8.0 MISCELLANEOUS

8.1 Legal Proceedings

The Consultant shall serve as an expert witness in any legal proceedings if required by the Department. The fee for these services shall be established if, and when, they are needed.

8.2 Errors and/or Omissions

The Consultant shall be responsible for the Professional quality, technical accuracy and the coordination of all designs, drawings, specifications, inspection reports and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and/or omissions (and approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

8.3 Contradictions

In the event of a contradiction between the provisions of this contract and the Consultant's Technical proposal, the provisions of this contract shall apply.

9.0 List of Bridges to be inspected See Exhibit "A".

ATTACHMENT "A"

TOLL BRIDGES					
Brkey	**Facility**	**Featint**	**Inspdate**	**Nextinsp**	**Uwnextdate**
750055	SR–528	Canal	8/20/2014	8/20/2016	8/20/2016
750056	SR–528	Farm Access Road	6/19/2014	6/19/2016	1/1/2001
750057	SR–528 WB	Econlockhatchee River	6/19/2014	6/19/2016	6/19/2016
750058	SR–528	Dallas Blvd	7/11/2014	7/11/2016	1/1/2001
750059	SR–528 WB	Farm Access Road	7/10/2014	7/10/2016	1/1/2001
750100	SR–408 WB	Kirkman Road	2/27/2013	2/27/2015	1/1/2001
750102	SR–408 WB	Old Winter Garden Rd	3/20/2013	3/20/2015	1/1/2000
750103	SR–408 WB	Ortman Drive	3/20/2013	3/20/2015	1/1/2000
750104	SR–408 WB	Ferguson Drive	3/13/2013	3/13/2015	1/1/2000
750106	SR–408	Church Street	1/15/2014	1/15/2016	1/1/2001
750107	SR–408 WB	Tampa Avenue	2/26/2014	2/26/2016	1/1/2000
750108	SR–408 WB	Rio Grande Avenue	2/26/2014	2/26/2016	1/1/2000
750112	SR–408 Exit Ramp	Parramore Avenue	6/18/2014	6/18/2016	1/1/2001
750114	SR–408	I–4	3/26/2014	3/26/2016	3/26/2016
750116	SR–408 WB	Mills Avenue	10/28/2013	10/28/2015	1/1/2000
750119	SR–408 WB	Crystal Lake Drive	2/27/2014	2/27/2016	1/1/2000
750120	SR–408	Lk Underhill Rd	3/27/2014	3/27/2016	1/1/2000
750121	SR–408 WB	Lake Underhill	4/29/2014	4/29/2016	4/29/2016
750123	SR–408 WB	Andes Avenue	4/8/2013	4/8/2015	1/1/2000
750124	SR–408 WB	Mercado Ave	4/8/2013	4/8/2015	1/1/2000
750126	SR–408 WB	Yucatan Drive	3/28/2013	3/28/2015	1/1/2000
750128	SR–408 WB	Cosmos Dr	2/27/2014	2/27/2016	1/1/2000
750129	SR–408	SR–551	3/28/2014	3/28/2016	1/1/2000
750130	I–4 Con. to SR–408	I–4	6/20/2014	6/20/2016	1/1/2000
750137	I–4 Connector	Gore Street	3/28/2014	3/28/2016	1/1/2000
750138	I–4 Connector	Conley Street	3/31/2014	3/31/2016	1/1/2000
750179	SR–528	Farm Access Road	6/19/2014	6/19/2016	1/1/2001
750182	SR–408 EB	Old Winter Garden Rd	3/20/2013	3/20/2015	1/1/2000
750183	SR–408	I–4	3/26/2014	3/26/2016	3/26/2016
750184	SR–408	Lk Underhill Rd	3/27/2014	3/27/2016	1/1/2000
750185	SR–408 EB	Yucatan Drive	3/28/2013	3/28/2015	1/1/2000
750186	SR–408 EB	Cosmos Drive	2/27/2014	2/27/2016	1/1/2000
750212	SR–528	Econlockhatchee River	6/19/2014	6/19/2016	6/19/2016
750213	SR–528	Dallas Blvd	7/11/2014	7/11/2016	1/1/2000
750214	SR–528	Farm Access Road	7/10/2014	7/10/2016	1/1/2001
750220	SR–408 EB	Church Street	1/15/2014	1/15/2016	1/1/2000
750231	SR–408 EB	Kirkman Road	2/27/2013	2/27/2015	1/1/2001
750232	SR–408	Pine Hills Road	3/29/2013	3/29/2015	1/1/2000
750233	SR–408 EB	Ortman Drive	3/20/2013	3/20/2015	1/1/2000

TOLL BRIDGES					
Brkey	Facility	Featint	Inspdate	Nextinsp	Uwnextdate
750234	SR–408 EB	Ferguson Drive	3/13/2013	3/13/2015	1/1/2000
750235	SR–408	John Young Pkwy	3/29/2013	3/29/2015	1/1/2000
750236	SR–408 EB	Tampa Avenue	2/26/2014	2/26/2016	1/1/2000
750237	SR–408 EB	Rio Grande Avenue	2/26/2014	2/26/2016	1/1/2000
750238	SR–408	Orange Blossom Trail	2/25/2014	2/25/2016	1/1/2000
750239	SR–408	Westmoreland Drive	2/25/2014	2/25/2016	1/1/2000
750240	SR–408	Parramore Ave	1/15/2014	1/15/2016	1/1/2000
750241	SR–408	I–4 Connector	2/25/2014	2/25/2016	1/1/2000
750242	SR–408	Summerlin Avenue	10/29/2013	10/29/2015	1/1/2000
750243	SR–408	Mills Ave	10/28/2013	10/28/2015	1/1/2000
750244	SR–408	Bumby Ave	4/9/2013	4/9/2015	1/1/2000
750245	SR–408	Primrose Drive	4/9/2013	4/9/2015	1/1/2000
750246	SR–408 EB	Crystal Lake Drive	2/27/2014	2/27/2016	1/1/2001
750247	SR–408 EB	Lake Underhill	4/29/2014	4/29/2016	4/29/2016
750248	SR–408 EB	Andes Ave	4/8/2013	4/8/2015	1/1/2000
750249	SR–408 EB	Mercado Ave	4/8/2013	4/8/2015	1/1/2000
750251	SR–408 WB	Oxalis Drive	4/3/2013	4/3/2015	1/1/2000
750252	SR–408 EB	Oxalis Drive	4/3/2013	4/3/2015	1/1/2000
750253	SR–408	SR–551	3/28/2014	3/28/2016	1/1/2000
750300	SR–528	Turkey Creek	7/28/2014	7/28/2016	7/28/2016
750315	SR–436	RAMP M	7/30/2014	1/17/2016	1/1/2000
750316	SR–436	SR–528	7/29/2014	7/29/2016	1/1/2001
750317	SR–436 NB	SR–528	7/29/2014	7/29/2016	1/1/2001
750318	SR–528	Via Flora Drive	8/20/2014	8/20/2016	1/1/2001
750319	SR–528	Daetwyler Drive	7/30/2014	7/30/2016	1/1/2001
750320	SR–528	Tradeport Drive	7/30/2014	7/30/2016	1/1/2001
750330	SR–528	Drainage Canal	7/18/2014	7/18/2016	7/18/2016
750332	SR–528	OUCRR & Access Road	7/18/2014	7/18/2016	1/1/2001
750333	SR–528	OUCRR & Access Road	7/18/2014	7/18/2016	1/1/2000
750337	Chickasaw Trail	SR–408	6/25/2013	6/25/2015	1/1/2000
750342	SR–417 NB	SR–50	8/28/2013	8/28/2015	1/1/2000
750343	SR–417 SB	SR–50	8/28/2013	8/28/2015	1/1/2000
750344	SR–417 SB	E–4 Canal	6/26/2013	6/26/2015	6/26/2015
750345	SR–417 NB	E–4 Canal	6/26/2013	6/26/2015	6/26/2015
750346	Trevarthon Rd.	SR–417	8/22/2013	8/22/2015	1/1/2001
750347	Econlockhatcee Trl	SR–417	8/22/2013	8/22/2015	1/1/2001
750348	SR–417	University Blvd	6/25/2013	6/25/2015	1/1/2000
750349	SR–417 NB	University Blvd.	6/25/2013	6/25/2015	1/1/2000
750350	SR–417 SB	Valencia College Lane	8/28/2013	8/28/2015	1/1/2001

TOLL BRIDGES					
Brkey	Facility	Featint	Inspdate	Nextinsp	Uwnextdate
750351	SR–417 NB	Valencia College Lane	8/28/2013	8/28/2015	1/1/2000
750352	SR–408 Ramp AR–2	SR–408	8/29/2013	8/29/2015	1/1/2000
750353	SR–408 Ramp AR–1	SR–417	8/29/2013	8/29/2015	1/1/2000
750354	SR–417	SR–408	8/29/2013	8/29/2015	1/1/2000
750355	SR–417	SR–408	8/29/2013	8/29/2015	1/1/2000
750356	Econlockhatchee Tr	SR–408	6/20/2014	6/20/2016	1/1/2000
750357	SR–408 WB	Econlockhatchee River	4/21/2014	4/21/2016	1/1/2000
750358	SR–408 EB	Econlockhatchee River	4/21/2014	4/21/2016	1/1/2000
750359	Dean Road	SR–408	4/22/2014	4/22/2016	1/1/2000
750360	SR–408 WB	Rouse Road	4/22/2014	4/22/2016	1/1/2000
750361	SR–408 EB	Rouse Road	4/22/2014	4/22/2016	1/1/2000
750362	SR–408 WB	Alafaya Trail	4/23/2014	4/23/2016	1/1/2000
750363	SR–408 EB	Alafaya Trail	4/23/2014	4/23/2016	1/1/2000
750364	Woodbury Road	SR–408	4/23/2014	4/23/2016	1/1/2000
750365	SR–408 WB	SR–50	4/23/2014	4/23/2016	1/1/2000
750366	SR–408 EB	SR–50	4/23/2014	4/23/2016	1/1/2000
750369	SR–408 EB	Kehoe Blvd.	4/22/2014	4/22/2016	1/1/2000
750370	SR–408 WB	Kehoe Blvd.	4/22/2014	4/22/2016	1/1/2000
750373	SR–417 Ramp SB	SR–528	8/21/2013	8/21/2015	1/1/2000
750374	SR–417 NB Ramp	SR–528;SR–417	11/26/2013	11/26/2015	1/1/2000
750375	SR–417 SB	Lee Vista Blvd	8/21/2013	8/21/2015	1/1/2001
750376	SR–417 NB	Lee Vista Blvd	8/21/2013	8/21/2015	1/1/2000
750377	SR–417	Azalea Park Canal	8/21/2013	8/21/2015	8/21/2015
750378	SR–417 SB	Curry Ford Rd	8/22/2013	8/22/2015	1/1/2001
750379	SR–417 NB	Curry Ford Rd	8/22/2013	8/22/2015	1/1/2001
750380	SR–417 SB	Berry Dease Rd	9/11/2013	9/11/2015	1/1/2000
750381	SR–417 NB	Berry Dease Rd	9/11/2013	9/11/2015	1/1/2000
750382	SR–417 SB	Lake Underhill Rd	9/11/2013	9/11/2015	1/1/2000
750383	SR–417 NB	Lake Underhill Rd	9/11/2013	9/11/2015	1/1/2000
750384	SR–417 SB	Econlockhatchee Trail	10/29/2013	10/29/2015	1/1/2000
750385	SR–417 NB	Econlockhatchee Trail	10/29/2013	10/29/2015	1/1/2000
750390	SR–408 EB	Citrus Oaks Ave	5/14/2014	5/14/2016	1/1/2001
750391	SR–408	Citrus Oaks Ave	5/14/2014	5/14/2016	1/1/2000
750392	Good Homes Road	SR–408	1/23/2013	1/23/2015	1/1/2000
750393	SR–408 WB	Lake Sherwood	8/19/2014	8/19/2016	8/19/2016
750394	SR–408 EB	Lake Sherwood	8/19/2014	8/19/2016	8/19/2016
750395	Dorscher Road	SR–408	5/15/2014	5/15/2016	1/1/2000
750396	SR–408 WB	Hiawassee Rd	6/18/2014	6/18/2016	1/1/2000
750397	SR–408	Hiawassee Rd	6/18/2014	6/18/2016	1/1/2001

TOLL BRIDGES					
Brkey	Facility	Featint	Inspdate	Nextinsp	Uwnextdate
750398	Powers Drive	SR–408	4/21/2014	4/21/2016	1/1/2000
750399	Paul Street	SR–408	5/15/2014	5/15/2016	1/1/2000
750406	SR–429 SB	Story Road & Access Rd.	8/21/2014	8/21/2016	1/1/2000
750407	SR–429 NB	Story Road & Access Rd.	8/21/2014	8/21/2016	1/1/2000
750408	SR–429 Ramp L	Story Road & Access Rd.	8/21/2014	8/21/2016	1/1/2001
750409	SR–429 SB	Florida Central Railroad	8/22/2014	8/22/2016	1/1/2000
750410	SR–429 NB	Florida Central Railroad	8/22/2014	8/22/2016	1/1/2000
750411	Ramp A–NB Exit Ram	Florida Central Railroad	8/22/2014	8/22/2016	1/1/2000
750412	SR–429 SB	SR–438 (Plant Street)	8/22/2014	8/22/2016	1/1/2000
750413	SR–429 NB	SR–438 (Plant Street)	8/22/2014	8/22/2016	1/1/2000
750414	SR–429 SB	Palm Drive	8/27/2014	8/27/2016	1/1/2001
750415	SR–429 NB	Palm Drive	8/27/2014	8/27/2016	1/1/2000
750416	SR–429 SB	Northwest Ditch	8/27/2014	8/27/2016	1/1/2001
750417	SR–429 NB	Northwest Ditch	8/27/2014	8/27/2016	1/1/2001
750418	SR–429 SB	Fullers Cross Road	8/26/2014	8/26/2016	1/1/2000
750419	SR–429 NB	Fullers Cross Road	8/26/2014	8/26/2016	1/1/2000
750420	SR–429 SB	CR–437 Ocoee–Apopka Rd	8/26/2014	8/26/2016	1/1/2000
750421	SR–429 NB	CR–437 Ocoee–Apopka Rd	8/26/2014	8/26/2016	1/1/2000
750422	West Road	SR–429	8/28/2014	8/28/2016	1/1/2000
750423	West Road	West Orange Trail	8/28/2014	8/28/2016	1/1/2000
750424	SR–417 NB	Hunters Vista Blvd.	9/17/2013	9/17/2015	1/1/2000
750425	SR–417 SB	Hunters Vista Blvd.	9/17/2013	9/17/2015	1/1/2000
750426	SR–417 SB	Shingle Creek	9/19/2013	9/19/2015	9/19/2015
750427	SR–417 NB	Shingle Creek	9/19/2013	9/19/2015	9/19/2015
750428	SR–417 SB	Town Loop Blvd.	9/17/2013	9/17/2015	1/1/2000
750429	SR–417 NB	Town Loop Blvd.	9/17/2013	9/17/2015	1/1/2000
750430	SR–417 SB	CR–423 John Yng Pkwy	9/20/2013	9/20/2015	1/1/2000
750431	SR–417 NB	CR–423 John Yng Pkwy	9/20/2013	9/20/2015	1/1/2000
750432	SR–417 Off Ramp	CR–423 John Young Pkwy	11/13/2013	11/13/2015	1/1/2000
750433	SR–417 SB	SR–500	9/16/2013	9/16/2015	1/1/2000
750434	SR–417 NB	SR–500	9/16/2013	9/16/2015	1/1/2000
750435	SR–417 SB Off Ramp	SR–500	9/16/2013	9/16/2015	1/1/2001
750436	SR–417 SB	Balcombe Road	9/23/2013	9/23/2015	1/1/2000
750437	SR–417 NB	Balcombe Road	9/23/2013	9/23/2015	1/1/2000
750438	SR–417 SB	SR–91	9/20/2013	9/20/2015	1/1/2000
750439	SR–417 NB	SR–91	9/20/2013	9/20/2015	1/1/2000
750440	SR–417 SB	Orange Avenue (CR–527)	9/24/2013	9/24/2015	1/1/2000
750441	SR–417 NB	Orange Avenue (CR–527)	9/24/2013	9/24/2015	1/1/2000

TOLL BRIDGES					
Brkey	Facility	Featint	Inspdate	Nextinsp	Uwnextdate
750442	SR–417 SB	CSX Railroad	11/22/2013	11/22/2015	1/1/2001
750443	SR–417 NB	CSX Railroad	11/22/2013	11/22/2015	1/1/2000
750444	SR–417 NB Off Ramp	CSX Railroad	11/22/2013	11/22/2015	1/1/2000
750445	SR–417 SB	Landstar Blvd.	9/23/2013	9/23/2015	1/1/2000
750446	SR–417 NB	Landstar Blvd.	9/23/2013	9/23/2015	1/1/2000
750447	SR–417 SB	Rhode Island Woods	11/12/2013	11/12/2015	1/1/2000
750448	SR–417 NB	Rhode Island Woods	11/12/2013	11/12/2015	1/1/2000
750449	SR–417 SB Ramp	Boggy Creek	11/14/2013	11/14/2015	11/14/2015
750450	SR–417	Boggy Creek	11/14/2013	11/14/2015	1/1/2001
750451	SR–417	Boggy Creek	11/14/2013	11/14/2015	1/1/2000
750452	SR–417 Off Ramp	Boggy Creek	11/14/2013	11/14/2015	11/14/2015
750453	SR–417	CR–530 Boggy Creek Road	11/13/2013	11/13/2015	1/1/2000
750454	SR–417	CR–530 Boggy Creek Road	11/13/2013	11/13/2015	1/1/2000
750457	SR–417	Narcoossee Road (CR–15)	11/13/2013	11/13/2015	1/1/2000
750458	SR–417	Narcoossee Road (CR–15)	11/13/2013	11/13/2015	1/1/2000
750459	SR–417 SB	OUC Railroad	11/22/2013	11/22/2015	1/1/2000
750460	SR–417	OUC Railroad	11/22/2013	11/22/2015	1/1/2000
750461	SR–417 NB	Moss Park Road	11/21/2013	11/21/2015	1/1/2000
750462	SR–417 SB	Moss Park Road	11/21/2013	11/21/2015	1/1/2000
750463	SR–417 SB	Innovation Way	11/19/2013	11/19/2015	1/1/2000
750464	SR–417 NB	Innovation Way	11/19/2013	11/19/2015	1/1/2000
750465	SR–417	SB–EB Ramp	11/20/2013	11/20/2015	1/1/2000
750466	SR–417	SB–EB Ramp	11/20/2013	11/20/2015	1/1/2000
750467	SR–417	SR–528	11/19/2013	11/19/2015	1/1/2000
750468	SR–417	SR–528	11/19/2013	11/19/2015	1/1/2000
750469	SR–417 NB Off Ramp	SR–528	9/16/2013	9/16/2015	1/1/2000
750470	SR–417 Ramp C	SR–417;SR–528	11/27/2013	11/27/2015	1/1/2000
750471	Ramp To SR–528 WB	SB–EB Ramp	11/20/2013	11/20/2015	1/1/2000
750472	SR–417	Victoria Falls Drive	11/12/2013	11/12/2015	1/1/2000
750473	SR–417	Victoria Falls Drive	11/12/2013	11/12/2015	1/1/2000
750480	SR–417	Canal	9/12/2013	9/12/2015	1/1/2000
750481	SR–417	Drainage Canal	11/14/2013	11/14/2015	1/1/2000
750492	SR–429 SB	West Orange Trail	9/26/2014	9/26/2016	1/1/2000
750493	SR–429 NB	West Orange Trail	9/26/2014	9/26/2016	1/1/2000
750494	SR–429 SB	McCormick Road	9/25/2014	9/25/2016	1/1/2000
750495	SR–429 NB	McCormick Road	9/25/2014	9/25/2016	1/1/2000
750496	SR–429 SB	CR–437A	9/24/2014	9/24/2016	1/1/2000
750497	SR–429 NB	CR–437A	9/24/2014	9/24/2016	1/1/2000
750502	SR–429 SB	CR–437A	9/18/2014	9/18/2016	1/1/2000

TOLL BRIDGES					
Brkey	**Facility**	**Featint**	**Inspdate**	**Nextinsp**	**Uwnextdate**
750503	SR–429 NB	CR–437A	9/18/2014	9/18/2016	1/1/2001
750504	Johns Road	SR–429	9/18/2014	9/18/2016	1/1/2001
750505	SR–429 SB	Marshall Lake Road	9/17/2014	9/17/2016	1/1/2000
750506	SR–429 NB	Marshall Lake Road	9/17/2014	9/17/2016	1/1/2001
750507	SR–429 SB	Florida Central RR	9/17/2014	9/17/2016	1/1/2000
750508	SR–429	Florida Central RR	9/17/2014	9/17/2016	1/1/2001
750509	Ramp C	Palm Drive	8/27/2014	8/27/2016	1/1/2000
750512	Goldenrod Rd.	SR–528	1/23/2013	1/23/2015	1/1/2000
750520	SR–429 SB	Old YMCA Rd.	11/25/2013	11/25/2015	1/1/2000
750521	SR–429 NB	Old YMCA Rd.	11/25/2013	11/25/2015	1/1/2000
750522	SR–429 SB	CR–545 South	11/15/2013	11/15/2015	1/1/2000
750523	SR–429 NB	CR–545 South	11/15/2013	11/15/2015	1/1/2000
750524	SR–429 SB	CR–545 North	11/27/2013	11/27/2015	1/1/2001
750525	SR–429 NB	CR–545 North	11/27/2013	11/27/2015	1/1/2001
750526	SR–429 SB	Porter Road	11/25/2013	11/25/2015	1/1/2001
750527	SR–429 NB	Porter Road	11/25/2013	11/25/2015	1/1/2001
750528	SR–429 SB	Schofield Road	11/25/2013	11/25/2015	1/1/2001
750529	SR–429 NB	Schofield Road	11/25/2013	11/25/2015	1/1/2001
750530	Malcolm Rd.	SR–429	5/8/2014	5/8/2016	1/1/2001
750531	SR–429 SB	Tiny Rd.	5/9/2014	5/9/2016	1/1/2001
750532	SR–429 NB	Tiny Rd.	5/9/2014	5/9/2016	1/1/2000
750533	SR–429 SB	Tilden Rd.	5/9/2014	5/9/2016	1/1/2001
750534	SR–429 NB	Tilden Rd.	5/9/2014	5/9/2016	1/1/2001
750535	SR–429 SB	Stoneybrook West Pkwy.	5/13/2014	5/13/2016	1/1/2000
750536	SR–429 NB	Stoneybrook West Pkwy.	5/13/2014	5/13/2016	1/1/2001
750537	SR–429 SB	CR–535	5/13/2014	5/13/2016	1/1/2001
750538	SR–429 NB	CR–535	5/13/2014	5/13/2016	1/1/2001
750539	SR–429 SB	Stoneybrook West Pkwy	1/22/2013	1/22/2015	1/1/2001
750540	SR–429 NB	Stoneybrook West Pkwy	1/22/2013	1/22/2015	1/1/2001
750541	SR–429 SB	Pedestrian Walkway	12/21/2012	12/21/2014	1/1/2000
750542	SR–429 NB	Pedestrian Walkway	12/21/2012	12/21/2014	1/1/2001
750543	SR–429 SB	Warrior Road	12/19/2012	12/19/2014	1/1/2000
750544	SR–429 NB	Warrior Road	12/19/2012	12/19/2014	1/1/2000
750547	SR–429 SB	SR–91	12/21/2012	12/21/2014	1/1/2000
750548	SR–429 NB	SR–91	12/21/2012	12/21/2014	1/1/2001
750549	SR–429 SB	SR–50	12/19/2012	12/19/2014	1/1/2001
750550	SR–429 NB	SR–50	12/19/2012	12/19/2014	1/1/2000
750553	SR–429 SB	Conserv II	4/21/2014	4/21/2016	1/1/2000
750554	SR–429 NB	Conserv II	4/21/2014	4/21/2016	1/1/2000

TOLL BRIDGES					
Brkey	Facility	Featint	Inspdate	Nextinsp	Uwnextdate
750557	NB C–D Road Ramp	University Blvd.	6/25/2013	6/25/2015	1/1/2001
750567	New Indepence Pkwy	SR–429	5/8/2014	5/8/2016	1/1/2001
750569	SR–408 EB Ramp C	I–4	1/30/2014	1/30/2016	1/1/2001
750570	SR–408WB to I–4EB	I–4 Ramp–D	6/27/2014	6/27/2016	1/1/2001
750571	SR–408WB to I–4EB	I–4 Ramp D–1	6/27/2014	6/27/2016	1/1/2001
750576	SR–417 NB Ramp B1	O.U.C.R.R.	12/30/2013	12/30/2015	1/1/2001
750579	Lake Underhill Dr.	SR–408 EB Exit Ramp	8/20/2014	8/20/2016	1/1/2001
750580	SR–408 EB	Andes Avenue	8/20/2014	8/20/2016	1/1/2001
750581	SR–408	Semoran Blvd.	3/28/2013	3/28/2015	1/1/2001
750589	Conway Rd Ramp	SR–408	12/30/2013	12/30/2015	1/1/2001
750701	SR–408 WB	Summerlin	4/9/2013	4/9/2015	1/1/2000
750703	SR–414	CR–435	2/27/2013	2/27/2015	1/1/2001
750704	SR–414	Spur 1	5/13/2013	5/13/2015	1/1/2001
750705	SR–414	Keene Road	2/27/2013	2/27/2015	1/1/2001
750706	SR–414	Keene EB on Ramp K–C	2/26/2013	2/26/2015	1/1/2001
750707	SR–414	Overland Rd.	4/29/2013	4/29/2015	4/29/2015
750708	SR–414	Private Drive	2/26/2013	2/26/2015	1/1/2001
750709	SR–414	Lakeville Road	3/29/2013	3/29/2015	1/1/2001
750710	WB On–Ramp H – A	Lakeville Road	2/25/2013	2/25/2015	1/1/2001
750711	SR–414 EB	Lakeville Road	2/25/2013	2/25/2015	1/1/2001
750712	SR–414	Hiawassee Road	3/29/2013	3/29/2015	1/1/2001
750714	SR–429 SB	Ramp DB	9/23/2014	9/23/2016	1/1/2001
750715	SR–429 NB	Ramp DB	9/23/2014	9/23/2016	1/1/2001
750716	SR–429 SB	Harmon Road	9/23/2014	9/23/2016	1/1/2001
750717	SR–429 NB	Harmon Road	9/23/2014	9/23/2016	1/1/2001
750718	SR–414 Ramp CA	SR–429 and Harmon Rd	2/28/2014	2/28/2016	1/1/2001
750719	SR–429 NB Ramp BF	Harmon Rd.	2/28/2014	2/28/2016	1/1/2001
750720	SR–414 WB	CR–437A	2/28/2014	2/28/2016	1/1/2001
750721	SR–414 EB	CR–437A	9/18/2014	9/18/2016	1/1/2001
750722	SR–429 NB Ramp EG	CR–437A	2/28/2014	2/28/2016	1/1/2001
750723	SR–429 NB Ramp	SR–414 and Ramp HF	2/17/2014	2/17/2016	1/1/2001
750724	Maitland Blvd Ext.	SR–414	6/30/2014	6/30/2016	1/1/2001
750725	Marden Rd	SR–414	1/22/2013	1/22/2015	1/1/2001
750726	SR–414	South Hawthorne Ave	1/23/2013	1/23/2015	1/1/2001
750727	SR–414	Landfill Service Road	1/23/2013	1/23/2015	1/1/2001
750728	SR–414 Ramp CA	Ramp DB and Ramp C	2/28/2014	2/28/2016	1/1/2001
750729	Ramp K	SR–528	3/21/2014	1/31/2016	1/1/2001
750730	Ramp K	SR–436	3/21/2014	1/31/2016	1/1/2001
750731	CR–437 Binion Road	SR–429	10/31/2012	10/31/2014	1/1/2001

TOLL BRIDGES					
Brkey	**Facility**	**Featint**	**Inspdate**	**Nextinsp**	**Uwnextdate**
750732	SR–429 SB	Lust Rd.	1/9/2013	1/9/2015	1/1/2001
750733	SR–429 NB	Lust Rd.	1/9/2013	1/9/2015	1/1/2001
750734	SR–429 SB	Peterson Rd.	1/9/2013	1/9/2015	1/1/2001
750735	SR–429 NB	Peterson Rd.	1/9/2013	1/9/2015	1/1/2001
750736	SR–429 Viaduct SB	GE, Honey Trans, Fiskars	1/11/2013	1/11/2015	1/1/2001
750737	SR–429 NB	GE, Honey Trans, Fiskars	1/11/2013	1/11/2015	1/1/2001
750738	SR–429 SB	US–441 & Fla Cent RR	1/11/2013	1/11/2015	1/1/2001
750739	SR–429 NB	US–441 & Fla Cent RR	1/11/2013	1/11/2015	1/1/2001
750741	SR–408 WB On–Ramp	SR–408 WB Off–Ramp	1/10/2013	1/10/2015	1/1/2001
750742	SR–408 EB Off–Ramp	SR–408 EB On–Ramp	1/10/2013	1/10/2015	1/1/2001
750743	SR–414	US–441	6/26/2013	6/26/2015	1/1/2001
750805	South Acess Rd.	J. Lawson Boulevard	1/17/2014	1/17/2016	1/1/2001
750807	SR 528 WB	CR–15 (Narcoossee Rd)	4/3/2013	4/3/2015	1/1/2001
750808	SR–528 EB	CR–15 (Narcoossee Rd)	4/3/2013	4/3/2015	1/1/2001
750823	Ramp G	Drainage Pond 8	1/17/2014	1/17/2016	1/17/2016
750824	SR–417 Ramp G	Valancia College Lane	5/13/2014	5/13/2016	1/1/2001
750825	Ramp D Flyover	SR–408 and SR–417	3/31/2014	3/31/2016	1/1/2001
759007	Mainline Plaza	SR–429	3/14/2013	3/14/2015	1/1/2000
759009	Toll Plaza Bridge	SR–429	3/13/2013	3/13/2015	1/1/2000
759011	Toll Plaza Bridge	SR–408	3/5/2013	3/5/2015	1/1/2000
759012	Mainline Toll Plaz	SR–414	3/18/2013	3/18/2015	1/1/2001
759013	Dallas Blvd Plaza	SR–528	1/28/2014	1/28/2016	1/1/2001

EXHIBIT B

DETAILS OF COSTS AND FEES

May . , 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BRIDGE INSPECTION - PROPOSED COST SUMMARY

TASKS	ESTIMATED UNITS	UNIT COST	TASK COST
KISINGER CAMPO & ASSOCIATES, CORP.			
ROUTINE FIELD INSPECTION	273	$660.03	$180,188.19
ROUTINE PROCESSING	273	$757.53	$206,805.69
INITIAL INSPECTION AND PROCESSING	15	$2,010.68	$30,160.20
LOAD RATING (NON-COMPLEX)	2	$2,060.51	$4,121.02
LOAD RATING COMPLEX	1	$7,757.46	$7,757.46
FRACTURE CRITICAL	12	$2,973.33	$35,679.96
UNDERWATER INSPECTION ADMINISTRATIVE FEE	13	$89.48	$1,163.24
INTERIM INSPECTION AND PROCESSING	3	$1,536.90	$4,610.70
SPECIAL INSPECTION >1000' and/or BRIDGE INSPECTIONMACHINE)	13	$2,853.41	$37,094.33
COMPLEX ROUTINE FIELD INSPECTION	7	$2,622.23	$18,355.61
COMPLEX ROUTINE PROCESSING	7	$2,398.07	$16,786.49
COMPLEX INTERIM INSPECTION	2	$5,035.57	$10,071.14
COMPLEX INTIAL INSPECTION AND PROCESSING	2	$7,660.29	$15,320.58
UNDERBRIDGE INSPECTION VEHICLE (DAILY)	5	$2,546.00	$12,730.00
MAINTENANCE OF TRAFFIC (DAILY)	5	$1,563.00	$7,815.00
BOLT UNDERWATER SERVICES, INC.			
UNDERWATER INSPECTION	6	$609.98	$3,659.88
SPECIAL UNDERWATER INSPECTION >1000'	5	$2,161.06	$10,805.30
UNDERWATER QUALITY ASSURANCE REVIEW	2	$609.98	$1,219.96
AYRES ASSOCIATES, INC.			
UNDERWATER INSPECTION	2	$759.87	$1,519.74
UNDERWATER QUALITY ASSURANCE REVIEW	2	$759.87	$1,519.74
HORIZON ENGINEERING GROUP			
LOAD RATING (NON-COMPLEX)	1	$2,068.00	$2,068.00

$609,452.23

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Routine Inspection															
TASK															
1 Routine Inspection	**0.30**	**0.25**		0.00	**2.75**	**2.65**	0.00	**0.80**	**6.75**	**$206.51**	**$357.81**	**$70.21**	**$0.12**	**$25.38**	**$660.03**
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	0.30	0.25	0.00	0.00	2.75	2.65	0.00	0.80	6.75	$206.51	$357.81	$70.21	$0.12	$25.38	**$660.03**
Proposed	$17.94	$15.12	$0.00	$0.00	$89.92	$62.93	$0.00	$20.60		$206.51					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Routine Processing															
TASK															
1 Routine Processing	0.25	0.25	0.00	0.00	2.00	1.75	0.00	2.25	6.50	$194.99	$337.85	$66.29	$0.11	$23.96	$623.20
2 EDMS	0.10	0.00	0.00	0.00	0.00	0.00	0.00	1.15	1.25	$35.60	$61.68	$12.10	$0.02	$4.37	$113.77
3 Work Order Processing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.25	$6.44	$11.15	$2.18	$0.00	$0.79	$20.56
TOTAL HOURS	0.35	0.25	0.00	0.00	2.00	1.75	0.00	3.65	8.00	$237.03	$410.68	$80.57	$0.13	$29.12	$757.53
Proposed	$20.94	$15.12	$0.00	$0.00	$65.40	$41.56	$0.00	$94.02		$237.04					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Initial Inspection															
TASK															
1 Initial Inspection & Processing	0.30	0.35	0.00	0.00	6.75	6.60	0.00	8.00	22.00	$622.66	$1,078.88	$211.70	$0.36	$76.52	$1,990.12
2 Work Order Processing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.25	$6.44	$11.15	$2.18	$0.00	$0.79	$20.56
TOTAL HOURS	0.30	0.35	0.00	0.00	6.75	6.60	0.00	8.25	22.25	$629.10	$1,090.03	$213.88	$0.36	$77.31	$2,010.68
Proposed	$17.94	$21.17	$0.00	$0.00	$220.72	$156.75	$0.00	$212.52		$629.10					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Load Ratings (non-complex)															
TASK															
1 Load Ratings (Simple)	9.25	0.00	0.50	0.00	0.00	0.00	0.00	2.25	12.00	$644.68	$1,117.03	$219.19	$0.38	$79.23	$2,060.51
TOTAL HOURS	9.25	0.00	0.50	0.00	0.00	0.00	0.00	2.25	12.00	$644.68	$1,117.03	$219.19	$0.38	$79.23	$2,060.51
Proposed	$553.42	$0.00	$33.30	$0.00	$0.00	$0.00	$0.00	$57.96		$644.68					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Load Ratings (Complex)															
TASK															
1 Load Ratings (Complex)	35.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	40.00	$2,427.10	$4,205.43	$825.21	$1.43	$298.29	$7,757.46
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	35.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	40.00	$2,427.10	$4,205.43	$825.21	$1.43	$298.29	**$7,757.46**
Proposed	$2,094.05	$0.00	$333.05	$0.00	$0.00	$0.00	$0.00	$0.00		$2,427.10					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Fracture Critical Inspection															
TASK															
1 Fracture Critical Inspection & Processing	**4.00**	**1.50**	**4.00**	0.00	**5.00**	**5.00**	0.00	**2.00**	**21.50**	**$930.28**	**$1,611.89**	**$316.29**	**$0.54**	**$114.33**	**$2,973.33**
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	4.00	1.50	4.00	0.00	5.00	5.00	0.00	2.00	21.50	$930.28	$1,611.89	$316.29	$0.54	$114.33	**$2,973.33**
Proposed	$239.32	$90.75	$266.44	$0.00	$163.50	$118.75	$0.00	$51.52		$930.28					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERATG MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$66.04	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Underwater Inspection															
TASK															
1 Underwater Inspection (Field and Report Processing)	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.50	0.75	$28.00	$48.51	$9.52	$0.01	$3.44	$89.48
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.50	0.75	$28.00	$48.51	$9.52	$0.01	$3.44	$89.48
Proposed	$0.00	$15.12	$0.00	$0.00	$0.00	$0.00	$0.00	$12.88		$28.00					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Interim Inspections															
TASK															
1 Interim Inspections & Processing	0.75	0.75	0.00	0.00	5.30	5.30	0.00	3.55	15.65	$480.86	$833.18	$163.49	$0.28	$59.09	$1,536.90
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	0.75	0.75	0.00	0.00	5.30	5.30	0.00	3.55	15.65	$480.86	$833.18	$163.49	$0.28	$59.09	**$1,536.90**
Proposed	$44.87	$45.37	$0.00	$0.00	$173.31	$125.87	$0.00	$91.44		$480.86					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Special Inspection (Bridges Over 1000 ft.)															
TASK															
1 Special Insp. & Processing (Bridges Over 1000 ft.)	1.25	1.50	0.00	0.00	10.25	10.00	0.00	6.00	29.00	$892.76	$1,546.88	$303.53	$0.52	$109.72	$2,853.41
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	1.25	1.50	0.00	0.00	10.25	10.00	0.00	6.00	29.00	$892.76	$1,546.88	$303.53	$0.52	$109.72	**$2,853.41**
Proposed	$74.78	$90.75	$0.00	$0.00	$335.17	$237.50	$0.00	$154.56		$892.76					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN + COAF	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Complex Routine Inspection															
TASK															
1 Complex Routine Inspection	1.50	1.50	0.00	0.00	9.85	9.75	0.00	3.35	25.95	$820.43	$1,421.55	$278.94	$0.48	$100.83	$2,622.23
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	1.50	1.50	0.00	0.00	9.85	9.75	0.00	3.35	25.95	$820.43	$1,421.55	$278.94	$0.48	$100.83	**$2,622.23**
Proposed	$89.74	$90.75	$0.00	$0.00	$322.09	$231.56	$0.00	$86.29		$820.43					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Complex Routine Processing															
TASK															
1 Complex Routine Processing	1.50	1.75	0.00	0.00	6.50	6.00	0.00	6.00	21.75	$705.22	$1,221.93	$239.77	$0.41	$86.67	$2,254.00
2 EDMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.75	1.75	$45.08	$78.11	$15.32	$0.02	$5.54	$144.07
3 FARC															
TOTAL HOURS	1.50	1.75	0.00	0.00	6.50	6.00	0.00	7.75	23.50	$750.30	$1,300.04	$255.09	$0.43	$92.21	$2,398.07
Proposed	$89.74	$105.87	$0.00	$0.00	$212.55	$142.50	$0.00	$199.64		$750.30					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN	FCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.76			173.27%	34.00%	0.059%	12.29%	
Complex Interim Inspection															
TASK															
1 Complex Interim Inspection & Processing	3.00	3.50	0.00	0.00	16.00	16.50	0.00	10.45	49.45	$1,575.50	$2,729.86	$535.67	$0.92	$193.62	$5,035.57
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	3.00	3.50	0.00	0.00	16.00	16.50	0.00	10.45	49.45	$1,575.50	$2,729.86	$535.67	$0.92	$193.62	**$5,035.57**
Proposed	$179.49	$211.75	$0.00	$0.00	$523.20	$391.87	$0.00	$269.19		$1,575.50					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: KCA

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERHD FRINGE	OPERATG MARGIN	RCCM	EXPENSES	TOTAL COST
	$59.83	$60.50	$66.61	$0.00	$32.70	$23.75	$0.00	$25.75			173.27%	34.00%	0.059%	12.29%	
Complex Initial Inspection															
TASK															
1 Initial Inspection & Processing	0.00	8.25	5.75	0.00	22.75	19.00	0.00	12.00	67.75	$2,386.41	$4,134.93	$811.37	$1.40	$293.28	$7,627.39
2 Work Order Processing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.40	0.40	$10.30	$17.84	$3.50	$0.00	$1.26	$32.90
TOTAL HOURS	0.00	8.25	5.75	0.00	22.75	19.00	0.00	12.40	68.15	$2,396.71	$4,152.77	$814.87	$1.40	$294.54	$7,660.29
Proposed	$0.00	$499.12	$383.00	$0.00	$743.92	$451.25	$0.00	$319.42		$2,396.71					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: Bolt Underwater

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$0.00	$0.00	$0.00	$0.00	$82.32	$45.98	$0.00	$0.00			0.00%	0.00%	0.000%	0.00%	
Underwater Inspection															
TASK															
1 Underwater Inspection (Field and Report Processing)	0.00	0.00	0.00	0.00	3.50	7.00	0.00	0.00	10.50	$609.98	$0.00	$0.00	$0.00	$0.00	$609.98
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	0.00	0.00	0.00	0.00	3.50	7.00	0.00	0.00	10.50	$609.98	$0.00	$0.00	$0.00	$0.00	**$609.98**
Proposed	$0.00	$0.00	$0.00	$0.00	$288.12	$321.86	$0.00	$0.00		$609.98					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: Bolt Underwater

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$0.00	$0.00	$0.00	$0.00	$82.32	$45.98	$0.00	$0.00			0.00%	0.00%	0.000%	0.00%	
Special Underwater Inspection >1000'															
TASK															
1 Underwater Inspection (Field and Report Processing)	0.00	0.00	0.00	0.00	12.40	24.80	0.00	0.00	37.20	$2,161.06	$0.00	$0.00	$0.00	$0.00	$2,161.06
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	0.00	0.00	0.00	0.00	12.40	24.80	0.00	0.00	37.20	$2,161.06	$0.00	$0.00	$0.00	$0.00	**$2,161.06**
Proposed	$0.00	$0.00	$0.00	$0.00	$1,020.76	$1,140.30	$0.00	$0.00		$2,161.06					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: Bolt Underwater

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$0.00	$0.00	$0.00	$0.00	$82.32	$45.98	$0.00	$0.00			0.00%	0.00%	0.000%	0.00%	
Underwater Quality Assurance Review															
TASK															
1 Underwater Inspection (QA Review)	0.00	0.00	0.00	0.00	3.50	7.00	0.00	0.00	10.50	$609.98	$0.00	$0.00	$0.00	$0.00	$609.98
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	0.00	0.00	0.00	0.00	3.50	7.00	0.00	0.00	10.50	$609.98	$0.00	$0.00	$0.00	$0.00	**$609.98**
Proposed	$0.00	$0.00	$0.00	$0.00	$288.12	$321.86	$0.00	$0.00		$609.98					

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FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: Ayres Associates

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERATG MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$66.04	$50.00	$50.00	$42.79	$31.00	$22.00	$0.00	$22.92			182.41%	32.50%	0.210%	14.31%	
Underwater Inspection															
TASK															
1 Underwater Inspection (Field and Report Processing)	0.00	0.25	0.00	0.00	2.75	5.00	0.00	1.00	9.00	$230.67	$420.76	$74.95	$0.48	$33.00	$759.87
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	0.00	0.25	0.00	0.00	2.75	5.00	0.00	1.00	9.00	$230.67	$420.76	$74.96	$0.48	$33.00	**$759.87**
Proposed	$0.00	$12.50	$0.00	$0.00	$85.25	$110.00	$0.00	$22.92		$230.67					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: Ayres Associates

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERH'D FRINGE	OPERAT'G MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$66.04	$50.00	$50.00	$42.79	$31.00	$22.00	$0.00	$22.92			182.41%	32.50%	0.210%	14.31%	
Underwater Quality Assurance Review															
TASK															
1 Underwater Inspection (QA Review)	0.00	0.25	0.00	0.00	2.75	5.00	0.00	1.00	9.00	$230.67	$420.76	$74.96	$0.48	$33.00	$759.87
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	0.00	0.25	0.00	0.00	2.75	5.00	0.00	1.00	9.00	$230.67	$420.76	$74.96	$0.48	$33.00	**$759.87**
Proposed	$0.00	$12.50	$0.00	$0.00	$85.25	$110.00	$0.00	$22.92		$230.67					

May

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 5 LOCAL GOVERNMENT BRIDGE INSPECTION - PROPOSED MAN-HOUR ESTIMATE

Consultant Firm Name: HEG

FINANCIAL PROJECT # 24493217292
CONTRACT # 15539

ACTIVITY	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Certified Bridge Inspector	Inspector	CADD / Tech.	Clerical / Secretary	TOTAL MANHOURS BY ACTIVITY	SALARY COST	OVERHD FRINGE	OPERAT'G MARGIN + CDAF	FCCM	EXPENSES	TOTAL COST
	$55.77	$0.00	$50.00	$33.83	$0.00	$0.00	$32.50	$21.67			195.52%	29.00%	0.818%	0.53%	
Load Ratings (non-complex)															
TASK															
1 Load Ratings (non-complex)	6.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	12.00	$634.62	$1,240.80	$184.03	$5.19	$3.36	$2,068.00
									0.00	$0.00		$0.00	$0.00	$0.00	$0.00
TOTAL HOURS	6.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	12.00	$634.62	$1,240.80	$184.03	$5.19	$3.36	**$2,068.00**
Proposed	$334.62	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00		$634.62					

Count	Bridge No.	Type	Spans	Routine	Interim	Complex Routine	Complex Interim	Special >1000ft.	Fracture Critical	UBIM 60	MOT	Underwater Inspection	Underwater Inspection >1000ft.
1	750055	119	3	X								X	
2	750056	602	3	X									
3	750057	502	5	X								X	
4	750058	602	3	X									
5	750059	602	3	X									
6	750100	502	4	X									
7	750102	502	4	X									
8	750103	502	4	X									
9	750104	502	3	X									
10	750106	502	4	X									
11	750116	502	4	X									
12	750119	502	4	X									
13	750120	502	3	X									
14	750121	502	21	X				X					X
15	750123	502	3	X									
16	750124	502	3	X									
17	750126	502	3	X									
18	750128	502	3	X									
19	750129	502	4	X									
20	750179	602	3	X									
21	750182	502	4	X									
22	750184	502	3	X									
23	750185	502	3	X									
24	750186	502	3	X									
25	750212	502	5	X								X	
26	750213	602	3	X									
27	750214	602	3	X									
28	750220	502	4	X									
29	750231	502	4	X									
30	750232	502	4	X									
31	750233	502	4	X									
32	750234	502	3	X									
33	750235	502	4	X									
34	750242	502	3	X									
35	750243	502	4	X									
36	750244	502	4	X									
37	750245	502	4	X									
38	750246	502	4	X									

Count	Bridge No.	Type	Spans	Routine	Interim	Complex Routine	Complex Interim	Special >1000ft.	Fracture Critical	UBIM 60	MOT	Underwater Inspection	Underwater Inspection >1000ft.
39	750247	502	21	X				X					X
40	750248	502	3	X									
41	750249	502	3	X									
42	750251	502	3	X									
43	750252	502	3	X									
44	750253	502	4	X									
45	750300	119	2	X								X	
46	750315	502	3	X	X								
47	750316	502	5	X	X								
48	750317	502	5	X	X								
49	750318	502	3	X									
50	750319	502	3	X									
51	750320	502	3	X									
52	750330	119	3	X								X	
53	750332	502	4	X									
54	750333	502	4	X									
55	750337	402	2	X									
56	750342	302	1	X									
57	750343	302	1	X									
58	750344	502	4	X									
59	750345	502	4	X									
60	750346	502	2	X									
61	750347	502	2	X									
62	750348	302	1	X									
63	750349	302	1	X									
64	750350	502	2	X									
65	750351	502	2	X									
66	750352	502	2	X									
67	750353	502	2	X									
68	750354	502	2	X									
69	750355	502	2	X									
70	750356	502	2	X									
71	750357	502	7	X									
72	750358	502	7	X									
73	750359	502	2	X									
74	750360	502	1	X									
75	750361	502	1	X									

Count	Bridge No.	Type	Spans	Routine	Interim	Complex Routine	Complex Interim	Special >1000ft.	Fracture Critical	UBIM 60	MOT	Underwater Inspection	Underwater Inspection >1000ft.
76	750362	502	2	X									
77	750363	502	2	X									
78	750364	502	2	X									
79	750365	502	1	X									
80	750366	502	1	X									
81	750369	502	2	X									
82	750370	502	2	X									
83	750373	502	2	X									
84	750374	402	6	X				X		X	X		
85	750375	502	2	X									
86	750376	502	2	X									
87	750377	119	4	X									
88	750378	502	1	X									
89	750379	502	1	X									
90	750380	502	1	X									
91	750381	502	1	X									
92	750382	502	1	X									
93	750383	502	1	X									
94	750384	502	2	X									
95	750385	502	2	X									
96	750390	502	1	X									
97	750391	502	1	X									
98	750392	502	2	X									
99	750393	502	11	X				X					X
100	750394	502	11	X				X					X
101	750395	502	2	X									
102	750396	302	1	X									
103	750397	302	1	X									
104	750398	502	2	X									
105	750399	502	2	X									
106	750406	502	1	X									
107	750407	502	1	X									
108	750408	502	1	X									
109	750409	502	1	X									
110	750410	502	1	X									
111	750411	502	1	X									
112	750412	502	1	X									

Count	Bridge No.	Type	Spans	Routine	Interim	Complex Routine	Complex Interim	Special >1000ft.	Fracture Critical	UBIM 60	MOT	Underwater Inspection	Underwater Inspection >1000ft.
113	750413	502	1	X									
114	750414	502	1	X									
115	750415	502	1	X									
116	750416	502	1	X									
117	750417	502	1	X									
118	750418	502	1	X									
119	750419	502	1	X									
120	750420	502	1	X									
121	750421	502	1	X									
122	750422	502	2	X									
123	750423	502	1	X									
124	750424	502	1	X									
125	750425	502	1	X									
126	750426	502	10	X								X	
127	750427	502	10	X								X	
128	750428	502	1	X									
129	750429	502	1	X									
130	750430	302	1	X									
131	750431	302	1	X									
132	750432	302	1	X									
133	750433	302	1	X									
134	750434	302	1	X									
135	750435	302	1	X									
136	750436	502	2	X									
137	750437	502	2	X									
138	750438	502	4	X									
139	750439	502	4	X									
140	750440	302	1	X									
141	750441	302	1	X									
142	750442	502	1	X									
143	750443	502	1	X									
144	750444	502	1	X									
145	750445	502	1	X									
146	750446	502	1	X									
147	750447	502	1	X									
148	750448	502	1	X									
149	750449	502	4	X									

Count	Bridge No.	Type	Spans	Routine	Interim	Complex Routine	Complex Interim	Special >1000ft.	Fracture Critical	UBIM 60	MOT	Underwater Inspection	Underwater Inspection >1000ft.
150	750450	502	4	X									
151	750451	502	4	X									
152	750452	502	4	X									
153	750453	502	1	X									
154	750454	502	1	X									
155	750457	302	1	X									
156	750458	302	1	X									
157	750459	502	3	X									
158	750460	502	3	X									
159	750461	502	1	X									
160	750462	502	1	X									
161	750463	502	1	X									
162	750464	502	1	X									
163	750465	502	1	X									
164	750466	502	1	X									
165	750467	502	2	X									
166	750468	502	2	X									
167	750469	502	2	X									
168	750470	402	7	X				X		X	X		
169	750471	502	1	X									
170	750472	502	1	X									
171	750473	502	1	X									
172	750480	119	15	X									
173	750481	119	6	X									
174	750492	502	1	X									
175	750493	502	1	X									
176	750494	502	1	X									
177	750495	502	1	X									
178	750496	502	2	X									
179	750497	502	2	X									
180	750502	502	1	X									
181	750503	502	1	X									
182	750504	502	2	X									
183	750505	502	1	X									
184	750506	502	1	X									
185	750507	502	3	X									
186	750508	502	3	X									

Count	Bridge No.	Type	Spans	Routine	Interim	Complex Routine	Complex Interim	Special >1000ft.	Fracture Critical	UBIM 60	MOT	Underwater Inspection	Underwater Inspection >1000ft.
187	750509	502	1	X									
188	750512	506	2	X									
189	750520	502	1	X									
190	750521	502	1	X									
191	750522	502	2	X									
192	750523	502	2	X									
193	750524	502	2	X									
194	750525	502	2	X									
195	750526	302	1	X									
196	750527	302	1	X									
197	750528	502	1	X									
198	750529	502	1	X									
199	750530	502	2	X									
200	750531	502	1	X									
201	750532	502	1	X									
202	750533	502	1	X									
203	750534	502	1	X									
204	750535	502	1	X									
205	750536	502	1	X									
206	750537	502	1	X									
207	750538	502	1	X									
208	750539	502	2	X									
209	750540	502	2	X									
210	750541	101	1	X									
211	750542	101	1	X									
212	750543	502	1	X									
213	750544	502	1	X									
214	750547	402	2	X									
215	750548	402	2	X									
216	750549	302	1	X									
217	750550	302	1	X									
218	750553	502	2	X									
219	750554	502	3	X									
220	750557	302	1	X									
221	750567	506	2	X									
222	750576	502	3	X									
223	750579	302	3	X					X				

Count	Bridge No.	Type	Spans	Routine	Interim	Complex Routine	Complex Interim	Special >1000ft.	Fracture Critical	UBIM 60	MOT	Underwater Inspection	Underwater Inspection >1000ft.
224	750580	502	1	X									
225	750581	302	1	X									
226	750589	406	2			X			X				
227	750701	502	1	X									
228	750703	302	1	X									
229	750704	502	1	X									
230	750705	302	1	X									
231	750706	502	1	X									
232	750707	502	20	X				X		X	X		X
233	750708	502	1	X									
234	750709	502	1	X									
235	750710	502	1	X									
236	750711	502	1	X									
237	750712	402	3	X									
238	750714	302	1	X									
239	750715	302	1	X									
240	750716	506	1	X									
241	750717	506	1	X									
242	750718	406	2			X							
243	750719	506	1	X									
244	750720	506	1	X									
245	750721	506	1	X									
246	750722	506	1	X									
247	750723	406	5			X			X	X	X		
248	750724	406	2			X			X				
249	750725	506	2	X									
250	750726	502	1	X									
251	750727	502	1	X									
252	750728	402	2	X									
253	750729	406	2			X			X				
254	750730	406	1			X			X				
255	750731	502	2	X									
256	750732	502	1	X									
257	750733	502	1	X									
258	750734	502	1	X									
259	750735	502	1	X									
260	750736	502	9	X									

Count	Bridge No.	Type	Spans	Routine	Interim	Complex Routine	Complex Interim	Special >1000ft.	Fracture Critical	UBIM 60	MOT	Underwater Inspection	Underwater Inspection >1000ft.
261	750737	502	9	X									
262	750738	402	2	X									
263	750739	402	2	X									
264	750741	506	5	X									
265	750742	506	5	X									
266	750743	302	1	X									
267	750805	502	1	X									
268	750807	302	1	X									
269	750808	302	1	X									
270	750823	502	9	X								X	
271	750824	502	1	X									
272	750825	406	7			X		X	X	X	X		
273	750839	502	4	X									
274	750840	302	1	X									
275	750841	302	1	X									
276	759007	410	4	X					X				
277	759009	410	4	X					X				
278	759011	410	5	X					X				
279	759012	410	5	X					X				
280	759013	410	4	X					X				

EXHIBIT C

ORGANIZATIONAL CHART

District Five Local Government Bridge Inspection for On and Off Federal Aid System
Contract No.: 15539 and 15540 ● FMNs.: 24493217292, 24493717292, 24519127205

ORGANIZATIONAL CHART

Centennial FDOT 1915★2015

KCA KISINGER CAMPO & ASSOCIATES

Legend

CBI = Certified Bridge Inspector
PE = Professional Engineer
EI = Engineering Intern
QC = Quality Control

FDOT District Five Project Manager
Julia Blackwelder, CBI

Principal-in-Charge
Edward Burkett, CBI

Senior Vice President
Ken Reinhold, CBI

Project Manager
Patrick O'Grady, CBI

Deputy Project Manager
David Crissey, CBI

QC Engineers
Tom LoCicero, PE, CBI
Bob Cochran, PE

Senior QC Inspectors
Mike Bush, CBI
Greg Ritzler, CBI
Skip Ferrera, CBI

Pontis Technicians
Lori Parr
Lisa Rossi

KCA Structural Analysis/Design

Guillermo Madriz, PE	Carlos Layrisse, PE
David Thompson, PE	Jason LaBarbera, PE
Julian Gutierrez, PE	Kellie Loper, PE
Sam Cullum, PE	Patrick Mulhearn, PE
Kipling Laskaris, PE	

KCA Inspection/Data Collection

Jim Kelley, CBI	Fernando Carreño, CBI
Eric Lambert, CBI	Randall Whaley, CBI
David Rothman, CBI	John Ross, CBI
Kenneth Renfro, CBI	Andre Favreau, CBI
Michael Betz, CBI	Timothy Sweeney, CBI
Scott Betz, CBI, EI	Brice McMinn, CBI

Hardesty & Hanover
Mechanical and Electrical Inspections

James Phillips, PE	Amaka Amalu-Anderson, PE
Michael Sileno, PE	Sayyid Khan
Alfred Banz, PE	Robert Algazi, EI
Andrew Barthle, PE	

Bolt Underwater Services, Inc. (DBE)
Underwater Inspections
Mollie Griswold, CBI
Keith Hoogland, CBI
Paul Elborne, CBI
Dion Qualls, CBI
Jonathan Ivey, CBI

Horizon Engineering Group (SBE)
Load Rating and Inspection Support
H. Simon Hagedoorn, PE
Sullie LeFrancois, PE
Fabricio Muro, PE

Ayres Associates, Inc.
Underwater Inspections

Rick Maslyn, CBI	Michael Scherer, PE
Brian Schroeder, PE, CBI	Benjamin Schaefer, EI
Jason Cook, PE, CWI	Jamie Ahrens, EI, CBI
Steven Laney, PE	Taras Kotsyuba
Sebastian Narvaez, CBI	James Rozar
Anthony Coffaro, CBI	

Subconsultants
BOLT UNDERWATER SERVICES
AYRES ASSOCIATES
Hardesty&Hanover
HORIZON engineering group, inc.

CONSENT AGENDA ITEM

#5

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Approval of Contract Renewal with
CDM Smith, Inc., for Traffic and Earnings Consultant
Contract No. 000889

Board approval is requested for the first renewal of the referenced contract with CDM Smith, Inc., in the amount of $750,000.00 for a one year period beginning September 24, 2015, and ending on September 23, 2016.

The services to be provided by CDM Smith under this renewal include data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000889

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and CDM Smith, Inc., hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated August 29, 2012, with a Notice to Proceed date of September 24, 2012, whereby the Authority retained the Consultant to provide services related to traffic and earnings; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 24th day of September, 2015, and ending the 23rd day of September, 2016, at the cost of $750,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending September 23, 2015, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending September 23, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

CDM SMITH, INC.

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

LEGAL APPROVAL:_____
AS TO FORM General Counsel for the Authority

AGREEMENT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
CDM SMITH, INC.

TRAFFIC AND EARNINGS CONSULTANT SERVICES
CONTRACT NO. 000889

CONTRACT DATE: AUGUST 29, 2012
CONTRACT AMOUNT: $2,250,000.00



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, AND PROJECT ORGANIZATIONAL CHART

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES AND PROJECT ORGANIZATIONAL CHART

FOR

TRAFFIC AND EARNINGS CONSULTANT SERVICES

CONTRACT NO. 000889

SEPTEMBER 2012

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Tanya J. Wilder, Member

Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

Section	Title
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart

Contract No. 000889

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 29th day of August, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and CDM SMITH, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.

That the AUTHORITY did determine that the CONSULTANT is fully qualified to render the services contracted.

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish Traffic and Earnings Services in accordance with Contract No. 000889.

2.0 The CONSULTANT and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

Reference herein to Director shall mean the AUTHORITY's Executive Director.

Reference herein to the Project Manager shall mean the AUTHORITY's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". Renewal of this Agreement for up to two one-year renewal periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified, or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to the AUTHORITY and at intervals established by the AUTHORITY. The AUTHORITY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the Agreement within which to complete the services. In the event there have been delays which would affect the completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason for the delay and the amount of time related to the reason. The AUTHORITY will review the request and make a determination as to granting all, part or none of the requested extension.

In the event the term of the Agreement has expired and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised

by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Florida Transportation Engineers, Inc.
BCC Engineering, Inc.
Resource Systems Group, Inc.

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars

($25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is specified in Exhibit "A". A Supplemental Agreement will be required for additional work. The CONSULTANT shall also provide assistance to the Authority's Project Manager with other related tasks as directed.

All documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by the AUTHORITY of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $2,250,000.00. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by the AUTHORITY for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by the AUTHORITY and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be ground for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the

compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

11.0 TERMINATION

The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY requires such termination.

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs as determined in Exhibit "B". In determining the actual costs, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all documents prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment is brought shall have such indictment dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in

accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against the AUTHORITY alleging negligence or wrongdoing by the CONSULTANT, the AUTHORITY and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, the AUTHORITY will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a notice of claim will not release the

CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY pursuant to F.S. 768.28.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration,

contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from the AUTHORITY, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the

CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

16.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of the AUTHORITY for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction,

cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the AUTHORITY and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-:VII. If requested by the AUTHORITY, the AUTHORITY shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the AUTHORITY.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the

AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Public Affairs Manager or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall confirm to the proper PMS colors of 2602 purple and 166 orange. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Public Affairs Manager or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read the AUTHORITY's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a

conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution.

21.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

22.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This contract was awarded by the Authority's Board of Directors at its meeting on August 29, 2012.

CDM SMITH, INC.

BY: _____
Authorized Signature

Print Name: Jeffrey Nash

Title: Vice President

ATTEST: A. Michelle VanDyke (Seal)
Secretary or Notary

Notary Public State of Florida
A Michelle Van Dyke
My Commission DD859893
Expires 04/28/2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Print Name: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

Exhibit A
Scope of Services

EXHIBIT A
GENERAL TRAFFIC AND EARNINGS CONSULTANT
CONTRACT NO. 000600
SCOPE OF SERVICES

I. PURPOSE

The Authority requires the assistance of a Traffic & Earnings Consultant to provide traffic and earnings/revenue services on a continuing basis for financial planning on the Authority system of toll roads including any extensions, expansion projects or candidate projects. The services to be provided include, but are not necessarily limited to: data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

The Consultant shall provide qualified professional personnel to perform the duties and responsibilities assigned under the terms of the Contract.

The Consultant shall minimize, to the extent possible, the Authority's need to apply its own resources to assignments authorized by the Authority. The Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services.

The Authority shall request Consultant services on an as-needed basis. There is no guarantee that any of all of the services described in this agreement will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.

II. GENERAL REQUIREMENTS

The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit D of the Agreement. Any changes in the key personnel by the Consultant shall be subject to review and approval by the Authority.

The Consultant shall have a detailed knowledge of modeling and forecasting in the Orlando urban area as well as experience in applying the Florida Standard Urban Transportation Model Structure (FSUTMS). All modeling services shall be physically performed in the Consultant's or subconsultant's office located in the Orange County Standard Metropolitan Statistical Area (Orange, Lake, Osceola and Seminole Counties).

III. CONSULTANT SERVICES AND RESPONSIBILITIES

The Consultant shall perform the following tasks in carrying out the requirements of the Agreement. The following tasks provide an example of work to be required, but are not intended to be all-inclusive:

A. Transportation Planning and Traffic Engineering

1. Prepare proposals for specific studies or other tasks within the specific scope of service prepared by the Authority. Complete the required services under the direction of the Authority's Project Manager.

2. Monitor and evaluate economic conditions on the state, regional and national levels and determine potential impact on toll traffic and revenues.

3. Update and/or review the land use information along Authority projects.

4. Maintain county demographic and land use information about Authority's project area.

5. Develop Planning Concept Reports.

6. Develop Design Traffic Reports

7. Special Studies as assigned.

8. Create and maintain a traffic forecasting model using FSUTMS.

9. Apply the Authority's model and FSUTMS to:

   - Interpret model results.
   - Develop all system and design traffic.
   - Document the model results including assumptions.

10. Develop, implement and maintain a document control and filing system that shall govern the Consultant's distribution and file copies of all program related correspondence, reports, plans, technical data, etc.

B. System Review, Annual Report and Bonding Support

1. The Consultant shall be knowledgeable of all covenants and provisions of the Authority's current bond resolutions and shall perform operations consistent with these covenants and provisions.

2. Prepare and submit to the Authority copies of an annual report on the traffic, toll and revenue aspects of the Authority's operations. Included in the report shall be an updated projection of revenues for the Authority's system on a fiscal year basis for the current year and a period of ten (10) years thereafter.

3. Upon request by the Authority, make preliminary suggestions on any traffic or toll matters.

4. Upon request by the Authority, prepare studies to include, but not be limited to, the following:

   - Financial Feasibility
   - Toll Rate Structure
   - Bonding Capacity of Projects

5. Estimate the additional toll revenues that would be earned by the Authority as a result of new projects or interchanges.

6. Certification of estimated project revenues for economic feasibility determination.

7. Review reports prepared by Authority staff or Authority consultants regarding projects that have potential for becoming Authority projects under the financial criteria established by the Authority.

8. Prepare Traffic and Earnings Reports for future proposed bond sales with coordination from Authority staff, the Authority's General Engineering Consultant, financial advisors and underwriters. Present information in Traffic and Earnings Report as required.

C. Support for the General Engineering Consultant

1. As requested by the Project Manager, the Consultant shall coordinate with and provide support to the Authority's General Engineering Consultant for the following activities:

   - Miscellaneous traffic modeling.
   - Submittal and review of design traffic.
   - Operational analysis and traffic simulation.
   - Analysis of vehicle count and classification data.
   - System project review.

D. Meetings and Workshops

1. Attend meetings with Authority staff, consulting engineers, or other individuals or agencies designated by the Authority.

2. Meet with the State Board of Administration, Division of Bond Finance, rating agencies, bond counsel, financial advisors and underwriters, and attend bond presentations as required.

IV. AUTHORITY RESPONSIBILITIES

The Authority will furnish, without cost to the Consultant, the following information and data in connection with services authorized under terms of the Agreement:

A. Furnish all Authority procedures, standards, and policies applicable to the services being provided by the Consultant.

B. Furnish drawings, specifications, schedules, reports and other information prepared by or for the Authority by others which are available to the Authority and which Authority considers pertinent to Consultant's responsibilities as described herein.

C. Furnish available traffic, safety (accident) and planning data.

V. SUBCONTRACTING

Services assigned to subconsultants must be approved in advance by the Authority in accordance with the Agreement. Subconsultants shall be qualified and approved by the Authority prior to performing any work assigned to them.

If subconsultant services are authorized, the Consultant shall obtain a schedule of rates for review and approval by the Authority prior to any work being performed.

END OF SCOPE OF SERVICES

Exhibit B
Method of Compensation

Exhibit B
METHOD OF COMPENSATION
GENERAL TRAFFIC AND EARNINGS CONSULTANT

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A", Scope of Services. The services shall be provided over the duration of the work specified in Section 3.00 of the Agreement.

2.0 AMOUNT OF COMPENSATION

2.1 The AUTHORITY agrees to pay the CONSULTANT for the performance of authorized services described in Exhibit "A" an amount not to exceed $2,250,000.00 for the initial three (3) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount. All compensation shall be authorized by means of individual Work Authorizations.

2.2 Compensation for services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by the AUTHORITY. This method of payment is intended to compensate the CONSULTANT for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

3.0 ALLOWABLE COSTS

The AUTHORITY will reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under the Agreement are expressly made subject to the terms of (1) the Agreement, (2) Federal Acquisition Regulations sub-part 31-2, (3) Office of management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of the Agreement. Allowable Costs and Fees are defined as follows:

3.1 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions. The amount for salary related cost is based on unit rates for the CONSULTANT's staff expected to be used to perform the required services. The CONSULTANT, for the term of the Agreement, will not be compensated for salary related costs in excess

of those originally accepted by the AUTHORITY unless the AUTHORITY authorizes additional staff or costs by Supplemental Agreement.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour workweek. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs as detailed below:

3.1.1 Straight Overtime: The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead and fringe benefits.

3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the AUTHORITY's Project Manager.

3.1.3 Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all of the CONSULTANT's clients.

3.2 The following multipliers shall be applied to all CONSULTANT direct salaries and wages as total compensation for the CONSULTANT's administration overhead and burden costs (indirect charges) and the CONSULTANT's operating margin (profit and risk):

Overhead Rate:	171.86% (as supported by 2012 FDOT audit)
Operating Margin:	12.0%

3.3 Expenses: A Lump Sum Amount will be negotiated and paid for miscellaneous and out-of-pocket CONSULTANT expenses for each approved Work Authorization. All non-local CONSULTANT travel must be pre-approved by the AUTHORITY and will be reimbursed in accordance with Florida State Statute 112.061.

3.4 Subconsultant Costs: Compensation will be based on actual costs of Subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the AUTHORITY. Subconsultant fees, as authorized by the AUTHORITY, will be passed through the CONSULTANT at cost. In lieu of administrative mark-up, the CONSULTANT will charge time and reimbursable costs associated with the management administrative charges to oversee and administer Subconsultants.

4.0 METHOD OF COMPENSATION

Unless increased, no more than the Maximum Limiting Amount provided for in Section 2.0 above will be paid by the AUTHORITY to the CONSULTANT as follows, subject to the provisions of Section 3.0 above:

4.1 The CONSULTANT will be reimbursed monthly for services performed for each approved Work Authorization. Payment to the CONSULTANT will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times the appropriate overhead rate and operating margin multipliers, a portion of Lump Sum Expenses and Subconsultant Costs for actual work performed. The CONSULTANT shall promptly pay all Subconsultants their proportionate share of payment received from the AUTHORITY.

4.2 The CONSULTANT shall earn a portion of its established Lump Sum Expense cost in the amount equal to such Lump Sum equally distributed over the Work Authorization's anticipated duration. Any balance due the CONSULTANT upon completion of a Work Authorization shall be paid in the final invoice.

4.3 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the AUTHORITY. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.4 The AUTHORITY reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the AUTHORITY. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT:

5.1 Final Audit: The CONSULTANT shall permit the AUTHORITY to perform or have performed an audit of the records of the CONSULTANT and any or all Subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the AUTHORITY because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to the AUTHORITY upon demand. Further, the AUTHORITY shall have the right to

deduct from any payment due the CONSULTANT under any other contract between the AUTHORITY and the CONSULTANT an amount sufficient to satisfy any amount due and owing the AUTHORITY by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.2 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to the AUTHORITY for the overpayment, provided the net difference is not zero.

END OF SECTION

Exhibit C
Details of Costs and Fees

Orlando-Orange County Expressway Authority

General Traffic and Earnings Consultant

Contract No. 000889

Audit Package

CDM Smith

September 14, 2012

Orlando-Orange County Expressway Authority
General Traffic and Earning Consultant Contract

Negotiated Operating Margin

Company	Home Office Overhead Rate	Expenses	Negotiated Operating Margin	Multiplier
CDM Smith	171.86%	Negotiated with each task authorization	12%	3.045
BBC Engineering, Inc	183.37%		11%	3.145
Resource Systems Group	178.31%		11%	3.089
Florida Transportation Engineering, Inc.	154.61%		12%	2.852

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

March 8, 2012

William Brooks, Vice President
CDM Smith, Inc.
2301 Maitland Center Parkway, Suite 300
Maitland, Florida 32751

Dear Mr. Brooks:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design – Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 9 - Soil Exploration, Material Testing and Foundations

9.1 - Soil Exploration
9.4.1 - Standard Foundation Studies

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

13.3 - Policy Planning
13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering
13.7 - Transportation Statistics

Group 14 - Architect

Your Unlimited Notice of Qualification shall be valid until June 30, 2013 at such time as your December 31, 2012 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Overtime Premium	Direct Expense
Overhead Rate	171.86%*	108.53%*	Excluded	10.72% (Home)* 16.11% (Field)*+

*Interim

+Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Orlando-Orange County Expressway Authority
General Traffic and Earnings Consultant
CDM Smith Rate Table

Classification	Name	Office	Hourly Rate*				Current Average Rate for Classification
			Current	2013	2014	2015	
Administrative	Anastasio, Mary Ann	NHV	$24.86	$25.61	$26.37	$27.17	$28.58
	Janiszewski, Deanna	ORL	$26.92	$27.73	$28.56	$29.42	
	Papa, Karen	NHV	$33.96	$34.98	$36.03	$37.11	
Chief Planner	Quinlin, Gary	NHV	$67.55	$69.58	$71.66	$73.81	$80.46
	Marcella, Paul	NHV	$76.96	$79.27	$81.65	$84.10	
	Pratt, Arthur	NHV	$80.16	$82.56	$85.04	$87.59	
	Oryani, Kazem	NHV	$83.84	$86.36	$88.95	$91.61	
	Allaire, Scott	NHV	$84.27	$86.80	$89.40	$92.08	
	Miller, Hugh [1]	ORL	$90.00	$90.00	$90.00	$90.00	
Client Service Mngr	Hamm, Bob	TAL	$74.22	$76.45	$78.74	$81.10	$75.13
	Davies, Amy	FTM	$76.03	$78.31	$80.66	$83.08	
Economist	Bigos, Evan	ORL	$31.62	$32.57	$33.55	$34.55	$31.62
Engineer	Pasumarthy, Praveen	TAL	$39.97	$41.17	$42.40	$43.68	$48.32
	Kanike, Om	ORL	$41.14	$42.37	$43.65	$44.95	
	Kanilwa, Revocatus	FTL	$47.73	$49.16	$50.64	$52.16	
	Chevalier, Bryan	ORL	$53.58	$55.19	$56.84	$58.55	
	Viswanathan, Krishnan	TAL	$59.16	$60.93	$62.76	$64.65	
Graphics	Celone, Gene	NHV	$34.86	$35.91	$36.98	$38.09	$35.01
	Paine, Arthur	NHV	$35.16	$36.21	$37.30	$38.42	
Planner/ Modeler	Matthews, Gabrielle	TAL	$26.62	$27.42	$28.24	$29.09	$33.59
	Regan, Elizabeth	NHV	$29.22	$30.10	$31.00	$31.93	
	Wang, Qixing	NHV	$30.05	$30.95	$31.88	$32.84	
	Mooradian, James	NHV	$30.77	$31.69	$32.64	$33.62	
	Palmer, Jenifer	ORL	$30.96	$31.89	$32.85	$33.83	
	Aysola, Sandeep	NHV	$32.91	$33.90	$34.91	$35.96	
	Aceto, Adam	NHV	$33.92	$34.94	$35.99	$37.07	
	Brown, Steven	NHV	$35.25	$36.31	$37.40	$38.52	
	Aron, David	NHV	$35.41	$36.47	$37.57	$38.69	
	Cui, Xiao	NHV	$36.82	$37.92	$39.06	$40.23	
	Padlo, Patrycja	NHV	$37.03	$38.14	$39.29	$40.46	
	Wang, Lihe	NHV	$38.79	$39.95	$41.15	$42.39	
	Patel, Yogesh	NHV	$38.93	$40.10	$41.30	$42.54	

* Year 2013 through 2015 hourly rates based on a 3% per year escalation and OOCEA approval prior to being effective.

Orlando-Orange County Expressway Authority
General Traffic and Earnings Consultant
CDM Smith Rate Table

Classification	Name	Office	Hourly Rate*				Current Average Rate for Classification
			Current	2013	2014	2015	
Senior Economist	Ogonowski, Peter	ORL	$56.95	$58.66	$60.42	$62.23	$56.95
Senior Engineer	Reul, Stefan	NHV	$59.84	$61.64	$63.48	$65.39	$65.00
	Kulakowski, Cissy	NHV	$70.15	$72.25	$74.42	$76.65	
Senior Planner	Rayan, Selvaraj	NHV	$42.49	$43.76	$45.08	$46.43	$51.15
	Guttenplan, Martin	TAL	$44.04	$45.36	$46.72	$48.12	
	Flynn, Carleen	ORL	$48.08	$49.52	$51.01	$52.54	
	Plagens, Michael	TAL	$48.27	$49.72	$51.21	$52.75	
	Johnson, Leslie	NHV	$49.08	$50.55	$52.07	$53.63	
	Blackwell, Wesley	NHV	$51.34	$52.88	$54.47	$56.10	
	Hart, Jonathon	CHI	$59.83	$61.62	$63.47	$65.38	
	Reis, Sergio	NHV	$66.04	$68.02	$70.06	$72.16	
Senior Technical Advisor [2]	Buse, Susan	DAL	$82.53	$85.01	$87.56	$90.18	$96.24
	Wuestefeld, Kris	NHV	$103.34	$106.44	$109.63	$112.92	
	Brooks, William	ORL	$102.85	$105.94	$109.11	$112.39	

Offices: NHV = New Haven, CT, ORL = Maitland, FL, TAL = Tallahassee, FL, CHI = Lisle, IL, FTM = Ft. Myers, FL, DAL = Dallas, TX

Notes: [1] Project Manager - Salary capped at $90.00, [2] Senior Technical Advisors are not high utilization employees.

* Year 2013 through 2015 hourly rates based on a 3% per year escalation and OOCEA approval prior to being effective.

PERSONNEL	HOURS			EARNINGS			GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours 3&4	Reg	O/T	Earnings 3&4		Federal	State (Local)		
DEPT TOTAL HQE000	[redacted]			[redacted]				[redacted]		[redacted]	2 Pays ☐ .00

HOURS ANALYSIS:
EARNINGS ANALYSIS:
MEMO ANALYSIS:

STATUTORY DED. ANALYSIS:
VOLUNTARY DED ANALYSIS:

[redacted]

ACETO,ADAM J
File: 092419
Dept: MCD000
Clock: NHV
Rate: 33.9200
Title: TFTNEW57

	2.00	11		67.84	11			
78.00			2,645.76					
						2,713.60	[redacted]	Voucher# ** 362151 ☐ eVoucher .00

ANASTASIO,MARY ANN
File: 092054
Dept: MCD000
Clock: NHV
Rate: 24.8600
Title: TFTNEW57

	19.50	11		484.77	11			
60.50			1,504.03					
						1,988.80	[redacted]	Voucher# ** 362152 ☐ .00

ARON,DAVID P
File: 092489
Dept: MCD000
Clock: NHV
Rate: 35.4100
Title: TFTNEW57

	15.00			531.16				
80.00			2,832.84					
						3,364.00	[redacted]	Voucher# ** 362153 ☐ .00

Assistant Payroll
Thomas Lamb Jr
Corp Mgr of Payroll
9/7/12

REG

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours 3&4		Reg	O/T	Earnings 3&4	Earnings 5		Federal	State /Local		

STATUTORY DED. ANALYSIS:

VOLUNTARY DED. ANALYSIS:

[redacted]

ABOKI,BALA A
File: 087932
Dept: MCD000
Clock: MAI
Rate: [redacted]
Title: GSSMAN58

[redacted]

Voucher# 362011

.00

ALLAIRE,SCOTT A
File: 092142
Dept: MCD000
Clock: MAI
Rate: 84.2700
Title: TFTNEW57

80.00 6,741.63

6,741.63

[redacted]

Voucher# 362012

.00

REG

BOESCH,TIMOTHY J
File: 092102
Dept: MCD000
Clock MAI
Rate: [redacted]
Title: TFTCHI57
Dept: MCD000
Rate: [redacted]
Dept: MCD000
Rate: [redacted]

[redacted]

Voucher# 362013

.00

Certified Payroll
Thomas Smith Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS Reg	HOURS O/T	HOURS Hours	HOURS 3&4	EARNINGS Reg	EARNINGS O/T	EARNINGS Earnings	EARNINGS 3&4	EARNINGS Earnings	GROSS	STATUTORY DEDUCTIONS Federal	STATUTORY DEDUCTIONS State / Local	VOLUNTARY DEDUCTIONS	NET PAY
AYSOLA,SANDEEP			13.50	11			444.29	11						
File: 092289	66.50				2,188.52									
Dept: MCD000														
Clock: NHV														
Rate: 32.9100														
Title: TFTNEW57														
										2,632.81	[redacted]		[redacted]	Voucher# 362154 .00
BROWN,STEVEN JOSHUA			50.00	11			1,762.50	11						
File: 092772	30.00				1,057.50									
Dept: MCD000														
Clock: NHV														
Rate: 35.2500														
Title: TFTNEW57														
										2,820.00	[redacted]		[redacted]	Voucher# 362155 .00
CELONE,GENE M			16.00	11			557.76	11						
File: 091982	64.00				2,231.07									
Dept: MCD000														
Clock: NHV														
Rate: 34.8600														
Title: TFTNEW57														
										2,788.83	[redacted]		[redacted]	Voucher# 362156 eVoucher .00
JOHNSON,LESLIE L			40.00	11			1,963.20	11						
File: 092069	40.00				1,963.20									
Dept: MCD000														
Clock: NHV														
Rate: 49.0800														
Title: TFTNEW57														
										3,926.40	[redacted]		[redacted]	Voucher# 362157 .00

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Certified Payroll
Thomas Sowell Jr.
Corp Manager of Payroll
9/7/12

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PERSONNEL	HOURS Reg	HOURS O/T	HOURS Hours 364	EARNINGS Reg	EARNINGS O/T Earnings	EARNINGS 364 Earnings	GROSS	STATUTORY DEDUCTIONS Federal	STATUTORY DEDUCTIONS State /Local	VOLUNTARY DEDUCTIONS	NET PAY
JANISZEWSKI, DEANNA File: 092177 Dept: TRE000 Clock: ORL Rate: 26.9200 Title: TADORL58	70.00		10.00 11	1,884.40		269.20 11	2,153.60	[redacted]		[redacted]	Voucher# 362388 eVoucher .00
DEPT TOTAL TRE000	[redacted]			[redacted]				[redacted]		[redacted]	2 Pays .00
HOURS ANALYSIS: EARNINGS ANALYSIS MEMO ANALYSIS: VOLUNTARY DED ANALYSIS:	[redacted]			[redacted]				[redacted]		[redacted]	
BENEDICO,NICKSON A File: 092457 Dept: TRN000 Clock: ORLE Rate: [redacted] Title: ESOTSM59	[redacted]			[redacted]			[redacted]	[redacted]		[redacted]	Voucher# 362389 eVoucher .00
BIGOS,EVAN K File: 092505 Dept: TRN000 Clock: ORL Rate: 31.6200 Title: PAETAL59	80.00			2,529.60			2,529.60	[redacted]		[redacted]	Voucher# 362390 .00

Certified Payroll
Thomas Smith
Corp. Manager of Payroll
9/7/12

REG

ADP Payroll Register

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CDM SMITH INC
Company Code: ZWZ

Batch : 4488-010 Period Ending : 09/01/2012 Week 36
Service Center : 010 Pay Date : 09/07/2012 Page 810

PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 3/4	Reg O/T Earnings 3/4 Earnings $		Federal State / Local		
JOHNSON,AMANDA A File: 084014 Dept: HQI000 Clock: ATL Rate: [redacted] Title: HQIHDQ31	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# [redacted] 360048 ☐ eVoucher
DEPT TOTAL HQI000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	.00 1 Pays ☐ .00
MEMO ANALYSIS: STATUTORY DED. ANALYSIS: VOLUNTARY DED. ANALYSIS:	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	
BLACKWELL, WESLEY T File: 092377 Dept: MCD000 Clock: ATL Rate: 51.3400 Title: TFTTCH57	72.00 8.00 15	3,696.48 410.72 15	4,107.20	[redacted]	[redacted]	Voucher# [redacted] 360049 ☐ eVoucher
DEPT TOTAL MCD000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	.00 1 Pays ☐ .00
HOURS ANALYSIS: EARNINGS ANALYSIS: MEMO ANALYSIS: STATUTORY DED. ANALYSIS: VOLUNTARY DED. ANALYSIS:	[redacted]	[redacted]		[redacted]	[redacted]	

Certified Payroll
Thomas Lambert Jr
Corp Mgr of Payroll
9/7/12

REG

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PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 3&4	Reg O/T Earnings 3&4 Earnings 5		Federal State /Local		
DEPT TOTAL MCD000	[redacted]	[redacted]		[redacted]	[redacted]	2 Pays .00

MEMO ANALYSIS:
VOLUNTARY DED. ANALYSIS: [redacted]

CRANE,JAMES E File: 035561 Dept: PCS000 Clock: ORL Rate: [redacted] Title: SERFLO51	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362386 .00
DEPT TOTAL PCS000	[redacted]	[redacted]		[redacted]	[redacted]	1 Pays .00

HOURS ANALYSIS:
EARNINGS ANALYSIS:
MEMO ANALYSIS:
VOLUNTARY DED ANALYSIS: [redacted]

BROOKS,WILLIAM G File: 092017 Dept: TRE000 Clock: ORLE Rate: 102.8500 Title: TCOORL57	80.00	8,228.00	8,228.00	[redacted]	[redacted]	Voucher# 362387 .00

Certified Payroll
Thomas Smith Jr
Corp Mgr of Payroll
9/7/12

REG

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PERSONNEL	HOURS				EARNINGS					GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	3&4	Reg	O/T	Earnings	3&4	Earnings		Federal	State /Local		
BUSE,SUSAN A File: 092879 Dept: MCD000 Clock: DAL Rate: 82.5300 Title: HQ2MLS57	57.60		6.40	11	4,753.79		528.19	11		5,281.98	[redacted]		[redacted]	Voucher# 361055 eVoucher .00
CLEM,ANDREW H File: 087195 Dept: MCD000 Clock: DAL Rate: [redacted] Title: GSSGLF57	[redacted]				[redacted]					[redacted]	[redacted]		[redacted]	Voucher# 361056 eVoucher .00
COPELAND,MICHAEL W File: 092553 Dept: MCD000 Clock: DAL Rate: [redacted] Title: TFTTEX57	[redacted]				[redacted]					[redacted]	[redacted]		[redacted]	Voucher# 361057 .00
FORGENIE,KRYSTAL C File: 087662 Dept: MCD000 Clock: DAL Rate: [redacted] Title: GSSGLF57	[redacted]				[redacted]					[redacted]	[redacted]		[redacted]	Voucher# 361058 eVoucher .00

Certified Payroll
Thomas Savoie
Corp Mgr of Payroll
9/7/12

REG

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours 3&4		Reg	O/T Earnings	3&4 Earnings			Federal	State /Local		
BROWN,BRENDAN V File: 085466 Dept: TRN000 Clock: ORL Rate: [redacted] Title: IPEORL59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# ** 362391 ☐ eVoucher .00
CHEVALIER,BRYAN A File: 087656 Dept: TRN000 Clock: ORL Rate: 53.5800 Title: ESOORL59	80.00				4,286.40				4,286.40	[redacted]		[redacted]	Voucher# ** 362392 ☐ .00
DAHLGREN,ANGELA L File: 087576 Dept: TRN000 Clock: ORL Rate: [redacted] Title: PAETAL59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# ** 362393 ☐ eVoucher .00
DOTSON,SHANNON W File: 092262 Dept: TRN000 Clock: ORLE Rate: [redacted] Title: ESOORL59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# ** 362394 ☐ .00

Certified Payroll
Thomas Lorenz Jr
Corp Mgr of Payroll
9/7/12

REG

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PERSONNEL	HOURS Reg	O/T	Hours 3&4	EARNINGS Reg	O/T	Earnings 3&4	Earnings 5	GROSS	STATUTORY DEDUCTIONS Federal	State /Local	VOLUNTARY DEDUCTIONS	NET PAY
ST JEAN,JENNIFER M File: 088995 Dept: MAR000 Clock: CMT Rate: [redacted] Title: MADPHI43									[redacted]		[redacted]	Adjustment ☐ .00
DEPT TOTAL MAR000	[redacted]			[redacted]					[redacted]		[redacted]	1 Pays ☐ .00
MEMO ANALYSIS:												
CUI,XIAO File: 092496 Dept: MCD000 Clock: CMT Rate: 36.8200 Title: TFTNEW57	36.00	4.00	11	1,325.53	147.28	11		1,472.81	[redacted]		[redacted]	Voucher# 320946 ☐ .00
TUCKER,CINDI L File: 040592 Dept: MCD000 Clock: CMT Rate: [redacted] Title: GSSCAM58	[redacted]			[redacted]					[redacted]		[redacted]	Adjustment ☐ Void PP: 0000320348 2,331.55
Dept: MCD000 Rate: [redacted]												Adjustment ☐ Pay 2 .00
DEPT TOTAL MCD000	[redacted]			[redacted]					[redacted]		[redacted]	2 Pays ☐ 2,331.55
HOURS ANALYSIS:												
EARNINGS ANALYSIS												
MEMO ANALYSIS:												
STATUTORY DED ANALYSIS:												
VOLUNTARY DED ANALYSIS:												

Assistant Payroll
Thomas Leonard Jr
Corp Mgr of Payroll
9/10/12

REG

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PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 364	Reg O/T Earnings 364 Earnings 5		Federal State /Local		
DEPT TOTAL SCP000	[redacted]	[redacted]		[redacted]	[redacted]	2 Pays ☐ 726.29

MEMO ANALYSIS:

VOLUNTARY DED. ANALYSIS: [redacted]

DAVIES,AMELIA H File: 092596 Dept: TRE000 Clock: MAI Rate: 76.0300 Title: TCOFTM57	80.00	6,082.47	6,082.47	[redacted]	[redacted]	Voucher# ** 362035 ☐ .00
HUMPHREYS, JENNIFER H File: 092123 Dept: TRE000 Clock: MAI Rate: [redacted] Title: TCOCHR57	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# ** 362036 ☐ .00
KING,PHYLLIS F File: 092076 Dept: TRE000 Clock: MAI Rate: [redacted] Title: TADRMD59	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362037 ☐ eVoucher .00
DEPT TOTAL TRE000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	3 Pays ☐ .00

Certified Payroll
Thomas Dawson II
Corp Mgr of Payroll
9/7/12

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HOURS ANALYSIS:
EARNINGS ANALYSIS: [redacted]
MEMO ANALYSIS:

STATUTORY DED. ANALYSIS: [redacted]

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	3&4	Reg	O/T	Earnings	3&4 Earnings		Federal	State /Local		
JOHNSON,RICHARD C File: 026188 Dept: IEU000 Clock: ORL Rate: [redacted] Title: EUREUR22	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362383 eVoucher .00
DEPT TOTAL IEU000	[redacted]				[redacted]								1 Pays .00
HOURS ANALYSIS: [redacted]													
EARNINGS ANALYSIS: [redacted]													
MEMO ANALYSIS:													
VOLUNTARY DED. ANALYSIS: [redacted]													
FLYNN,CARLEEN M File: 099697 Dept: MCD000 Clock ORL Rate: 48.0800 Title: TFTNEW57	80.00				3,846.40				3,846.40	[redacted]		[redacted]	Voucher# 362384 .00
MILLER JR,HUGH W File: 095237 Dept: MCD000 Clock: ORL Rate: 100.9700 Title: TFTHDQ57	80.00				8,077.60				8,077.60	[redacted]		[redacted]	Voucher# 362385 .00

Certified Payroll
Thomas Lovock Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg.	O/T	Hours	3&4	Reg.	O/T	Earnings	3&4 Earnings		Federal	State /Local		
GUTTENPLAN, MARTIN E File: 092870 Dept: TRN000 Clock: TAL Rate: 44 0400 Title: TRPCLB59	40.00		40.00	11	1,761.60		1,761.60	11	3,523.20	[redacted]		[redacted]	Voucher# ** 362888 eVoucher .00
HODGSON,MARTHA K File: 100538 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Check# 388680 586.88
LONGSTREET,ANN MARIE File: 099078 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# ** 362889 .00
MASTERS,KYLE O File: 096097 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59 Dept: TRN000 Rate: [redacted]	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# ** 362890 eVoucher .00

Certified Payroll
Thomas Janicek
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours 3&4		Reg	O/T	Earnings 3&4	Earnings 5		Federal	State / Local		
HAMM,ROBERT A			10.00	11			742.20	11					
File: 092078	70.00				5,195.40								
Dept: TRE000													
Clock: TAL													
Rate: 74.2200													
Title: TCOTAL57													
									5,937.60				Voucher# ** 362883 ☐ eVoucher .00
VICKERS,ROBERT SHELLY													
File: 093080													
Dept: TRE000													
Clock: TAL													
Rate: [redacted]													
Title: TPMTAL59													Voucher# ** 362884 ☐ eVoucher .00
DEPT TOTAL TRE000													3 Pays ☐ .00
HOURS ANALYSIS:													
EARNINGS ANALYSIS:													
MEMO ANALYSIS:													
VOLUNTARY DED ANALYSIS:													
CAMPIZ,NICHOLAS H													
File: 100659													
Dept: TRN000													
Clock: TAL													
Rate: [redacted]													
Title: TRPCLB59													Check# 388678 ☐ 497.52

REG

Certified Payroll
Thomas Lundie
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	3&4	Reg	O/T	Earnings	3&4 Earnings		Federal	State /Local		
HART,JONATHON DAVID File: 092329 Dept: MCD000 Clock: LIS Rate: 59.8300 Title: TFTCHI57	80.00				4,786.40				4,786.40	[redacted]		[redacted]	Voucher# 361778 eVoucher .00
HERETH JR, WILLIAM RICHARD File: 092573 Dept: MCD000 Clock: LIS Rate: [redacted] Title: TFTTCH57	[redacted]				[redacted]								
Dept: MCD000 Rate: [redacted]	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 361779 eVoucher .00
HOCHMUTH, JEFFREY J File: 092297 Dept: MCD000 Clock: LIS Rate: [redacted] Title: TFTTCH57	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 361780 eVoucher .00

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Participant Payroll
Thomas Arnold
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	324	Reg	O/T	Earnings	324 Earnings		Federal	State /Local		
KANIKE,OM PRAKASH File: 092453 Dept: TRN000 Clock: ORLE Rate: 41.1400 Title: TRPCLB59			4.00	11			164.56	11					
Dept: TRN000 Rate: 39.0500	40.00				1,562.00								
Dept: TRN000 Rate: 41.1400	36.00				1,481.04								
									3,207.60	[redacted]		[redacted]	Voucher# 362395 .00
LE,QUANGCHAU File: 092371 Dept: TRN000 Clock: ORLE Rate: [redacted] Title: ESOORL59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362396 eVoucher .00
OGONOWSKI,PETER C File: 092244 Dept: TRN000 Clock: ORL Rate: 34.1700 Title: PAETAL59	9.50				324.65								
Dept: TRN000 Rate: 56.9500	80.00				4,556.04								
					Certified Payroll Thomas Johnson Corp Mgr of Payroll 9/7/12				4,880.69	[redacted]		[redacted]	Voucher# 362397 .00

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ADP Payroll Register

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CDM SMITH INC
Company Code: ZWZ

Batch : 4488-010 Period Ending : 09/01/2012 Week 36
Service Center : 010 Pay Date : 09/07/2012 Page 812

PERSONNEL	HOURS Reg	HOURS O/T	HOURS Hours 364	EARNINGS Reg	EARNINGS O/T	EARNINGS Earnings 364	EARNINGS Earnings 5	GROSS	STATUTORY DEDUCTIONS Federal	STATUTORY DEDUCTIONS State /Local	VOLUNTARY DEDUCTIONS	NET PAY
KANILWA, REVOCATUS CONSTANTINE			5.00 11			238.65 11						
File: 092752												
Dept: TRN000												
Clock: FTL												
Rate: 47.7300												
Title: ESOORL59												
Dept: TRN000		4.00			114.55							
Rate: 28.6400												
Dept: TRN000	75.00			3,579.75								
Rate: 47.7300												
								3,932.95	[redacted]		[redacted]	Voucher# 361399
DEPT TOTAL TRN000	[redacted]			[redacted]					[redacted]			1 Pays .00
HOURS ANALYSIS:												
EARNINGS ANALYSIS:	[redacted]											
MEMO ANALYSIS:												
VOLUNTARY DED ANALYSIS:												
MAGENHEIMER, STEWART J	[redacted]											
File: 036109												
Dept: WRD000												
Clock: FTL												
Rate: [redacted]												
Title: RSECFG37												Voucher# 361400 .00

Certified Payroll
Thomas Sommer Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS					GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	364	Reg	O/T	Earnings	364	Earnings		Federal	State (Local)		
KULAKOWSKI,CISSY S File: 092041 Dept: MCD000 Clock: NHV Rate: 70.1500 Title: TFTNEW57			2.50	11			175.38	11						
	57.50				4,033.72									
										4,209.10	[redacted]		[redacted]	Voucher# 362158 ☐ .00
MARCELLA,PAUL M File: 092026 Dept: MCD000 Clock: NHV Rate: 76.9600 Title: TFTNEW57			6.50	11			500.24	11						
	73.50				5,656.56									
										6,156.80	[redacted]		[redacted]	Voucher# 362159 ☐ eVoucher .00
MOORADIAN,JAMES E File: 099681 Dept: MCD000 Clock: NHV Rate: 30.7700 Title: TFTNEW57	80.00				2,461.60									
										2,461.60	[redacted]		[redacted]	Voucher# 362160 ☐ .00
ORYANI,KAZEM File: 092519 Dept: MCD000 Clock: NHV Rate: 83.8400 Title: TFTNEW57			22.00	11			1,844.48	11						
	58.00				4,862.72									
					Computer Payroll Thomas Lovell Jr Corp Manager of Payroll 9/7/12					6,707.20	[redacted]		[redacted]	Voucher# 362161 ☐ .00

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	3&4	Reg	O/T	Earnings	3&4 Earnings		Federal	State /Local		
MATTHEWS, GABRIELLE Y File: 092756 Dept: TRN000 Clock: TAL Rate: 26.6200 Title: TRPCLB59	70.00		10.00	11	1,863.40		266.20	11	2,129.60	[redacted]		[redacted]	Voucher# 362891 eVoucher ☐
MCDONALD,JAMES S File: 100357 Dept: TRN000 Clock: TAL Rate: [redacted] Title: PAETAL59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Check# 388681 ☐ .00
MUNROE,HOLLY M File: 092855 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362892 eVoucher ☐ 2,837.13
PASUMARTHY, VENKATA S File: 092290 Dept: TRN000 Clock: TAL Rate: 39.9700 Title: TRPKCY59	80.00				3,197.60				3,197.60	[redacted]		[redacted]	Voucher# 362893 eVoucher ☐ .00

REG

Assistant Payroll Manager

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	3&4	Reg	O/T	Earnings	3&4 Earnings		Federal	State /Local		
PADLO,PATRYCJA T			25.00	11			925.75	11					
File: 092341	55.00				2,036.66								
Dept: MCD000													
Clock: NHV													
Rate: 37.0300													
Title: TFTNEW57													
									2,962.41	[redacted]		[redacted]	Voucher# 362162 ☐ .00
PAINE,ARTHUR WILSON	80.00				2,812.80								
File: 091984													
Dept: MCD000													
Clock: NHV													
Rate: 35.1600													
Title: TFTNEW57													
									2,812.80	[redacted]		[redacted]	Voucher# 362163 eVoucher ☐ .00
PAPA,KAREN A			8.00	11			271.68	11					
File: 092031	72.00				2,445.12								
Dept: MCD000													
Clock: NHV													
Rate: 33.9600													
Title: HQ1HQR59													
									2,716.80	[redacted]		[redacted]	Voucher# 362164 ☐ .00
PATEL, YOGESHKUMAR K		38.50				1498.83							
File: 092479	80.00				3,114.44								
Dept: MCD000													
Clock: NHV													
Rate: 38.9300													
Title: TFTNEW57													
									4,613.27	[redacted]		[redacted] D	Voucher# 362165 ☐ .00

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Certified Payroll
Thomas Donnelly
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS		EARNINGS		GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T Hours 3&4	Reg	O/T Earnings 3&4 Earnings 5		Federal State / Local		
PALMER,JENIFER S File: 092555 Dept: TRN000 Clock: ORL Rate: 30.9600 Title: TRPCLB59	80.00		2,476.80		2,476.80	[redacted]	[redacted]	Voucher# 362398 ☐ .00
RAVINOFF,BIJAN BASSAL File: 092070 Dept: TRN000 Clock: ORL Rate: [redacted] Title: ESOORL59	[redacted]		[redacted]		[redacted]	[redacted]	[redacted]	Voucher# 362399 ☐ .00
ROMERO, CHRISTOPHER File: 087735 Dept: TRN000 Clock: ORL Rate: [redacted] Title: ESOORL59	[redacted]		[redacted]		[redacted]	[redacted]	[redacted]	Check# 388661 ☐ 2,162.74
SNEAD,PAUL Q File: 092358 Dept: TRN000 Clock: ORLE Rate: [redacted] Title: ESOORL59 Dept: TRN000 Rate: [redacted]	[redacted]		[redacted]		[redacted]	[redacted]	[redacted]	Voucher# 362400 ☐ .00

REG

Cashiers Payroll
Thomas Smith Jr
Copy Thru of Payroll
9/7/12

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PERSONNEL	HOURS Reg	HOURS O/T Hours	HOURS 3&4	EARNINGS Reg	EARNINGS O/T Earnings	EARNINGS 3&4 Earnings	GROSS	STATUTORY DEDUCTIONS Federal	STATUTORY DEDUCTIONS State (Local)	VOLUNTARY DEDUCTIONS	NET PAY
PLAGENS,MICHAEL A File: 092988 Dept: TRN000 Clock: TAL Rate: 48.2700 Title: TRPCLB59	80.00			3,861.64			3,861.64	[redacted]		[redacted]	Voucher# 362894 eVoucher .00
TEDERS,ZACHARY File: 095264 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59	[redacted]			[redacted]							
Dept: TRN000 Rate: [redacted]	[redacted]			[redacted]			[redacted]	[redacted]		[redacted]	Voucher# 362895 eVoucher .00
VISWANATHAN, KRISHNAN File: 093111 Dept: TRN000 Clock: TAL Rate: 59.1600 Title: TRPKCY59	80.00			4,732.80			4,732.80	[redacted]		[redacted]	Voucher# 362896 eVoucher .00
DEPT TOTAL TRN000	[redacted]			[redacted]							16 Pays 4,811.55

Certified Payroll
Thomas Lonsdale
Corp Mgmt Payroll
9/7/12

REG

HOURS ANALYSIS:
EARNINGS ANALYSIS:
MEMO ANALYSIS:
VOLUNTARY DED. ANALYSIS:

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	354	Reg	O/T	Earnings	354 Earnings		Federal	State /Local		
PRATT,ARTHUR B	80.00				6,412.80								
File: 092029													
Dept: MCD000													
Clock: NHV													
Rate: 80.1600													
Title: TFTNEW57													
									6,412.80	[redacted]		[redacted]	Voucher# 362166
QUINLIN,GARY T			40.00	11			2,702.00	11					
File: 092056	40.00				2,702.00								
Dept: MCD000													
Clock: NHV													
Rate: 67.5500													
Title: TFTNEW57													
									5,404.00	[redacted]		[redacted]	Voucher# 362167
RAYAN,SELVARAJ			10.00	11			424.90	11					
File: 092494	70.00				2,974.30								
Dept: MCD000													
Clock: NHV													
Rate: 42.4900													
Title: TFTNEW57													
									3,399.20	[redacted]		[redacted]	Voucher# 362168
REGAN,ELIZABETH MARIE	80.00				2,337.60								
File: 092126													
Dept: MCD000													
Clock: NHV													
Rate: 29.2200													
Title: TFTNEW57													
									2,337.60	[redacted]		[redacted]	Voucher# 362169

REG

Assistant Payroll
Thomas Arnold Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS Reg	HOURS O/T	HOURS Hours 3&4	EARNINGS Reg	EARNINGS O/T	EARNINGS Earnings 3&4	EARNINGS Earnings 5	GROSS	STATUTORY DEDUCTIONS Federal	STATUTORY DEDUCTIONS State /Local	VOLUNTARY DEDUCTIONS	NET PAY
FAIRCHILD,F PETER File: 011511 Dept: MCD000 Clock: MAI Rate: [redacted] Title: PERPIS57	[redacted]			[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362018 ☐ .00
GORGI,ANDREW T File: 085199 Dept: MCD000 Clock: MAI Rate: [redacted] Title: GSSMAN58	[redacted]			[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362019 eVoucher ☐ .00
PHILLIPS,TIMOTHY L File: 092114 Dept: MCD000 Clock: MAI Rate: 56.0100 Title: TFTTCH57	10.00			560.10				560.10	[redacted]		[redacted]	Voucher# 362020 ☐ .00
REIS,SERGIO D File: 092757 Dept: MCD000 Clock: MAI Rate: 39.6200 Title: TFTTCH57	27.00			1069.85								
Dept: MCD000 Rate: 66.0400	80.00			5,283.20				6,353.05	[redacted]		[redacted]	Voucher# 362021 ☐ .00

Certified Payroll
Thomas Land G
Corp Mgr of Payroll
9/7/12

REG

ADP Payroll Register

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CDM SMITH INC
Company Code: ZWZ

Batch : 4488-010 Period Ending : 09/01/2012 Week 36
Service Center : 010 Pay Date : 09/07/2012 Page 685

PERSONNEL	HOURS				EARNINGS					GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	3&4	Reg	O/T	Earnings	3&4	Earnings		Federal	State /Local		
REUL,STEFAN A		12.50				448.80								
File: 092311														
Dept: MCD000														
Clock: NHV														
Rate: 35.9000														
Title: TFTNEW57														
Dept: MCD000	80.00				4,787.20									
Rate: 59.8400														
										5,236.00	[redacted]		[redacted]	Voucher# ** 362170 .00
WANG,LIHE			10.50	11			407.30	11						
File: 092497	69.50				2,695.91									
Dept: MCD000														
Clock: NHV														
Rate: 38.7900														
Title: TFTNEW57										3,103.21	[redacted]		[redacted]	Voucher# ** 362171 .00
WANG,QIXING	80.00				2,404.00									
File: 099760														
Dept: MCD000														
Clock: NHV														
Rate: 30.0500														
Title: TFTNEW57										2,404.00	[redacted]		[redacted]	Check# ** 388648 1,765.29

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Certified Payroll
Thomas Lavoie Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS Reg	HOURS O/T	HOURS Hours 3&4	EARNINGS Reg	EARNINGS O/T Earnings	EARNINGS 3&4 Earnings	EARNINGS $	GROSS	STATUTORY DEDUCTIONS Federal	STATUTORY DEDUCTIONS State /Local	VOLUNTARY DEDUCTIONS	NET PAY
WUESTEFELD,KRIS N File: 092016 Dept: MCD000 Clock: NHV Rate: 103.3400 Title: TFTTCH57	80.00			8,267.20				8,267.20	[redacted]		[redacted]	Voucher# 362172 .00
ZOFKA,EWA File: 092577 Dept: MCD000 Clock NHV Rate: [redacted] Title: TFTTCH57	[redacted]			[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362173 .00
Dept MCD000 Rate [redacted]	[redacted]			[redacted]				[redacted]	[redacted]		[redacted]	
ZUKOWSKI,BRIAN M File: 092152 Dept: MCD000 Clock: NHV Rate: [redacted] Title: TFTTCH57	[redacted]			[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362174 .00
Dept: MCD000 Rate: [redacted]	[redacted]			[redacted]				[redacted]	[redacted]		[redacted]	
Dept: MCD000 Rate: [redacted]	[redacted]			[redacted]				[redacted]	[redacted]		[redacted]	
DEPT TOTAL MCD000	[redacted]			[redacted]				[redacted]	[redacted]		[redacted]	25 Pays 1,765.29

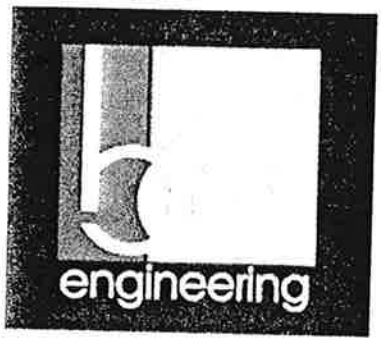
Certified Payroll
Thomas Smith
Corp Mgr of Payroll
9/7/12

REG

HOURS ANALYSIS:

© 1996 Automatic Data Processing, Inc

BCC Engineering, Inc.





JUL 02 2012

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 27, 2012

Jose A. Munoz, P.E., President
BCC ENGINEERING, INC.
7300 N Kendall Drive, Suite 400
Miami, Florida 33156

Dear Mr. Munoz:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.7 - Transportation Statistics

Your Unlimited Notice of Qualification shall be valid until June 30, 2013 at such time as your December 31, 2012 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	183.37%	150.17%	0.215%	Reimbursed	1.27% (Home) 26.32% (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Orlando Orange County Expressway Authority
T & E Consultant Services

BCC Engineering, Inc.
CERTIFIED WAGE RATE FORM
Average Salary Rates by Classification

Classification	Employee		Avg. Rate for Class.
	Name	Current Salary	
Project Manager	Sung Ryong Han	$59.70	$59.70
Senior Planner	Lisa Colmenares	$42.50	$40.48
	Gavin Jones	$38.46	
Planner	Yifei Wu	$37.54	$35.60
	Daniel Miller	$33.66	
GIS Specialist	Jingyu Liu	$25.04	$25.04
Engineering Technician	Trung Nguyen	$18.27	$18.27

Firmwide Salary Adjustments will occurs Annually in January of each year.

I herby certify that these are the actual rates of the above specified BCC Engineering employees.

Sonia A. Martinez - Comptroller

9/11/2012
Date

Orlando Orange County E› ssway Authority
T & E Consultant Services

BCC Engineering, Inc.
Salary Escalation

Employee		*2013*	*2014*	*2014*
Name	*Current Rate 2012*	*Rate*	*Rate*	*Rate*
Sung Ryong Han	$59.70	$61.49	$63.34	$65.24
Lisa Colmenares	$42.50	$43.78	$45.09	$46.44
Galvin Jones	$38.46	$39.61	$40.80	$42.03
Yifei Wu	$37.54	$38.67	$39.83	$41.02
Daniel Miller	$33.66	$34.67	$35.71	$36.78
Jingyu Liu	$25.04	$25.79	$26.56	$27.36
Trung Nguyen	$18.27	$18.82	$19.38	$19.96

I herby certify that these are the actual rates of the above specified BCC Engineering

Sonia A. Martinez - Comptroller

9/11/2012
Date

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

March 15, 2012

JOSE MUNOZ
BCC ENGINEERING INC
7300 NORTH KENDALL DRIVE, SUITE 400
MIAMI FL 33156

ANNIVERSARY DATE - Annually on December 29

Dear Mr. Munoz:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) **in accordance with 49 Code of Federal Regulation Part 26.**

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY **no later than the** Anniversary Date.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, **and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory".

DBE certification is NOT a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will

be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE credit for work performed in the following areas:

NAICS
54133 -Engineering Services
54134 -Drafting Services

FDOT Specialty Codes
941 -Civil Engineering Services
947 -Cadd Services

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,

Victoria Smith
DBE Certification Manager

Earning	Code	Rate	Earnings Hrs/Units	Curr Pay	YTD Pay	YTD Hrs
COLMENARES, MARIA			Empl: 13			
SALARY	2	42.50	56.00	2,380.00	52,943.18	1,301.00
OTHER EARN	6	42.50	16.00	680.00	364.56	16.00
PTO	30	42.50	8.00	340.00	3,658.74	91.00
HOLIDAY	31		0.00	0.00	1,286.32	32.00
	Pay		80.00	3,400.00	58,252.80	1,440.00

Tax	Taxes Current	Taxes YTD
FEDERAL WH	575.20	9,659.16
SOC SEC	140.47	2,404.32
MEDICARE	48.49	830.09
Taxes:	764.16	12,893.57

Deduction	Deductions Code	Deductions Current	Deductions YTD
Client Health	299	36.16	647.58
Client Dental	349	19.43	314.19
Client Vision	399	0.00	46.05
Client 401k	689	204.00	3,495.13
Deductions:		259.59	4,502.95

Net: 2,376.25 DDep: 2,376.25 Chk: 0.00 Chk#: 673919 Div: 0 Dpt: MIAMI

Earning	Code	Rate	Hrs/Units	Curr Pay	YTD Pay	YTD Hrs
HAN, SUNG RYONG			Empl: 27		Net: 3,603.33	
SALARY	2	59.70	80.00	4,776.00	84,057.60	1,408.00
HOLIDAY	31		0.00	0.00	1,910.40	32.00
	Pay		80.00	4,776.00	85,968.00	1,440.00

Tax	Current	YTD
DDep:	3,603.33	
FEDERAL WH	533.84	9,608.37
SOC SEC	194.80	3,506.25
MEDICARE	67.25	1,210.50
Taxes:	795.89	14,325.12

Deduction	Code	Current	YTD
Chk:		0.00	
Chk#: 673933			
Div: 0			
Dpt: ORLANDO			
Client Health	299	31.56	732.33
Client Dental	349	66.31	1,078.38
Client Vision	399	3.07	9.21
Client Allstate	549	37.04	666.72
Client 401k	689	238.80	4,298.40
Deductions:		376.78	6,785.04

Earning	Code	Rate	Hrs/Units	Curr Pay	YTD Pay	YTD Hrs	Tax	Current	YTD	Deduction	Code	Current	YTD
LIU, JINGYU				Empl: 40			Net:	1,634.72	DDep: 1,634.72	Chk: 0.00	Chk#: 673941	Div: 0	Dpt: ORLANDO
SALARY	2	25.04	56.00	1,402.24	33,789.98	1,352.00	FEDERAL WH	204.30	3,627.30	Client Health	299	31.56	732.33
PTO	30	25.04	24.00	600.96	1,402.24	56.00	SOC SEC	81.86	1,464.72	Client Dental	349	19.43	314.19
HOLIDAY	31		0.00	0.00	785.26	32.00	MEDICARE	28.26	505.72	Client Vision	399	3.07	55.26
	Pay		80.00	2,003.20	35,977.48	1,440.00	Taxes:	314.42	5,597.74	Deductions:		54.06	1,101.78

Earning	Code	Rate	Hrs/Units	Curr Pay	YTD Pay	YTD Hrs
MILLER, DANIEL			Empl: 35		Net: 1,895 64	DDep: 1,895.64
SALARY	2	33 66	80 00	2,692 80	44,243 54	1,319 00
OTHER EARN	6		0 00	0.00	201 96	6.00
PTO	30		0 00	0.00	2,701.38	83.00
HOLIDAY	31		0 00	0.00	1,015 52	32.00
	Pay:		80.00	2,692 80	48,162 40	1,440 00

Tax	Current	YTD
FEDERAL WH	450 78	8,000.71
SOC SEC	111 64	1,989.69
MEDICARE	38.54	686 86
Taxes:	600.96	10,677.26

Chk: 0.00 Chk#: 673950 Div: 0 Dpt: ORLANDO

Deduction	Code	Current	YTD
Client Health	299	31.56	732 33
Client Vision	399	3.07	55 26
Client 401k	689	161 57	2,889.78
Deductions:		196.20	3,677.37

Earning	Code	Rate	Hrs/Units	Curr Pay	YTD Pay	YTD Hrs
NGUYEN, TRUNG			Empl: 87		Net: 1,257.54	DDep: 1,257.54
HOURLY	1	18.27	80.00	1,461.60	19,731 60	1,080.00
OVERTIME	3	27.41	3.00	82.22	383 68	14.00
HOLIDAY	31		0.00	0 00	292 32	16.00
	Pay		83.00	1,543.82	20,407 60	1,110.00

Tax	Current	YTD
FEDERAL WH	150.94	1,927.03
SOC SEC	62.70	825.69
MEDICARE	21.65	285.07
Taxes:	235.29	3,037.79

Chk: 0.00 Chk#: 673954 Div: 0 Dpt: ORLANDO

Deduction	Code	Current	YTD
Client Health	299	31.56	520.18
Client Dental	349	19.43	228 89
Deductions:		50 99	749.07

Earning	Code	Rate	Hrs/Units	Curr Pay	YTD Pay	YTD Hrs	Tax	Current	YTD	Deduction	Code	Current	YTD
WU, YIFEI				Empl: 69		Net: 1,551.53	DDep: 1,551.53		Chk: 0.00	Chk#: 673977		Div: 0	Dpt: ORLANDO
HOURLY	1	37.54	52.00	1,952.08	34,499.26	919.00	FEDERAL WH	173.13	3,110.99	Client 401k	689	117.12	2,105.97
HOLIDAY	31		0.00	0.00	600.64	16.00	SOC SEC	81.99	1,474.19				
	Pay		52.00	1,952.08	35,099.90	935.00	MEDICARE	28.31	508.98	Deductions:		117.12	2,105.97
							Taxes:	283.43	5,094.16				

Resource Systems Group, Inc. (RSG)





JUN 21 2012

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 15, 2011

Sue Barrett, Business Manager
RESOURCE SYSTEMS GROUP
55 Railroad Row
White River Junction, Vermont 05001

Dear Ms. Barrett:

Your Unlimited Notice of Qualification shall be valid until June 30, 2013 at such time as your December 31, 2012 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Premium Overtime	Direct Expense
Overhead Rate	178.31%	0.511%	Reimbursed	25.59% (Home)

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

RESOURCE SYSTEMS GROUP, INC.

Resource Systems Group Inc
Certified Payroll

Last	First	Title	Actual 2012	w/5% Escalation 2013	w/5% Escalation 2014
Adler	Tom	President	$ 109.76	$ 115.25	$ 121.01
Begman	Asa	Analyst II	$ 27.07	$ 28.42	$ 29.84
Bernardin	Vince	Senior Consultant	$ 51.92	$ 54.52	$ 57.24
Bindra	Sumit	Analyst II	$ 30.48	$ 32.00	$ 33.60
Bradley	Mark	Director	$ 86.54	$ 90.87	$ 95.41
Campbell	Margaret	Senior Consultant	$ 39.90	$ 41.90	$ 43.99
Castiglione	Joe	Senior Consultant	$ 57.69	$ 60.57	$ 63.60
Chai	XuDong	Senior Analyst	$ 36.06	$ 37.86	$ 39.76
Chamberlin	Bob	Senior Director	$ 66.11	$ 69.42	$ 72.89
Chen	Jason C	Analyst I	$ 32.89	$ 34.53	$ 36.26
Cherry	Tristan	Analyst I	$ 21.68	$ 22.76	$ 23.90
Docter	Kyle	Data Collection Technician	$ 20.51	$ 21.54	$ 22.61
Dumont	Jeff	Senior Consultant	$ 38.56	$ 40.49	$ 42.51
Duncan	Eddie	Senior Consultant	$ 37.74	$ 39.63	$ 41.61
Duran	Leo	Consultant	$ 45.00	$ 47.25	$ 49.61
Ferdous	Nazneen	Senior Analyst	$ 32.69	$ 34.32	$ 36.04
Fowler	Mark	Senior Consultant	$ 45.29	$ 47.55	$ 49.93
Frkonja	Jeffrey	Senior Consultant	$ 52.88	$ 55.52	$ 58.30
Geillch	Michael	Senior Director	$ 62.07	$ 65.17	$ 68.43
Gliebe	John	Senior Consultant	$ 52.31	$ 54.93	$ 57.67
Grady	Brian	Senior Consultant	$ 42.40	$ 44.52	$ 46.75
Greene	Elizabeth	Senior Consultant	$ 45.29	$ 47.55	$ 49.93
Grotenhuis	Dirk	Senior Consultant	$ 46.44	$ 48.76	$ 51.20
Guan	Fang	Analyst I	$ 19.86	$ 20.85	$ 21.90
Hanberg	Tony	Senior Consultant	$ 41.35	$ 43.42	$ 45.59
Hathaway	Kevin	Vice President	$ 60.14	$ 63.15	$ 66.30
Hinckley	John	Senior Consultant	$ 43.03	$ 45.18	$ 47.44
Hoffman	Chris	Consultant	$ 37.31	$ 39.18	$ 41.13
Hooper	Ivan	Senior Consultant	$ 50.24	$ 52.75	$ 55.39
Isler	Beth	Senior Consultant	$ 37.50	$ 39.38	$ 41.34
Kaiser	Brett	Senior Analyst	$ 28.37	$ 29.79	$ 31.28
Kaliski	Ken	Senior Director	$ 67.16	$ 70.52	$ 74.04
Keller	Jeff	Analyst II	$ 25.00	$ 26.25	$ 27.56
Kerrigan	James	Senior Analyst	$ 27.69	$ 29.07	$ 30.53
Lawe	Stephen	Vice President	$ 81.73	$ 85.82	$ 90.11
Lawson	Steve	Director	$ 53.85	$ 56.54	$ 59.37
Lin	Haiyun	Senior Analyst	$ 30.05	$ 31.55	$ 33.13
Lobb	John	Director	$ 62.55	$ 65.68	$ 68.96
Lovell	Bryce	Senior Consultant	$ 54.28	$ 56.99	$ 59.84

55 Railroad Row, White River Junction, Vermont 05001
TEL 802.295.4999 • FAX 802.295.1006 • www.rsginc.com

Resource Systems Group Inc
Certified Payroll

Last	First	Title	Actual 2012	w/5% Escalation 2013	w/5% Escalation 2014
Mack	Corey	Consultant	$ 32.21	$ 33.82	$ 35.51
Neeraj	Gurpreet	Analyst II	$ 31.78	$ 33.37	$ 35.04
Nielson	Courtney	Analyst II	$ 27.79	$ 29.18	$ 30.64
Old	Isaac	Analyst II	$ 24.90	$ 26.15	$ 27.45
Outwater	Maren	Senior Director	$ 86.54	$ 90.87	$ 95.41
Pan	Tommy	Senior Analyst	$ 30.48	$ 32.00	$ 33.60
Plumeau	Peter	Senior Director	$ 62.12	$ 65.23	$ 68.49
Ramsey	Paulina	Analyst I	$ 23.32	$ 24.49	$ 25.71
Rentz	Erich	Analyst I	$ 19.71	$ 20.70	$ 21.73
Ritter	Chloe	Analyst I	$ 24.52	$ 25.75	$ 27.03
Sabbey	Craig	Senior Analyst	$ 44.48	$ 46.70	$ 49.04
Saladino	David	Director	$ 46.88	$ 49.22	$ 51.69
Sana	Bhargava	Analyst II	$ 29.04	$ 30.49	$ 32.02
Shabani	Kaveh	Analyst II	$ 28.85	$ 30.29	$ 31.81
Sikka	Nikhil	Senior Analyst	$ 34.62	$ 36.35	$ 38.17
Smith	Colin	Senior Consultant	$ 52.89	$ 55.53	$ 58.31
Spitz	Greg	Director	$ 59.13	$ 62.09	$ 65.19
Stubits	Jevan	Consultant	$ 37.36	$ 39.23	$ 41.19
Swanson	Ben	Senior Analyst	$ 29.66	$ 31.14	$ 32.70
Talbot	Eric	Analyst II	$ 26.06	$ 27.36	$ 28.73
Woodford	Bill W	Senior Director	$ 97.16	$ 102.02	$ 107.12
Wothen	Chad	Senior Consultant	$ 50.58	$ 53.11	$ 55.76
Wu	Grace	Analyst I	$ 24.04	$ 25.24	$ 26.50

Signed: _____
Business Manager
Dated: September 6, 2012

RSG Direct Expenses for Data Collection Tasks (non-travel)

Direct Expense	Unit	Maximum Cost
Graphic Design	each	$ 800.00
Presentation Boards 30" X 40" Color Mounted	each	$ 125.00
Lamination	each	$ 3.00
Survey Invitation Printing	each	$ 0.30
Survey Invitation Postage	each	Actual Cost
Translation of Survey Material	each	$ 2,000.00
Facility Fees for Survey Administration (e.g. Malls)	each	$ 2,500.00
Field Intercept Staff	per hour	$ 30.00
Equipment Shipping	per shipment	$ 1,000.00
Survey Sample Costs	each	$ 30.00
Telephone recruiting services	per survey task	Actual Cost
Stated Preference survey incentives (auto, commercial)	per survey participant	$ 30.00
Focus group facility fees	per group	$ 2,000.00
Focus group recruiting	per group	$ 3,000.00
Incentives for Focus Group Participants	per focus group participant	$ 125.00
Computer Rental	per month	$ 135.00
Equipment Rental - Bluetooth Scanner	per week	$ 500.00
Law Enforcement	hourly/per officer	$ 175.00

Florida Transportation Engineering, Inc.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

August 8, 2012

Ravi Devaguptapu, President
FLORIDA TRANSPORTATION ENGINEERING, INC.
8250 Pascal Drive, Suite 101
Punta Gorda, Florida 33950

Dear Mr. Devaguptapu:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Group 13 - Planning

13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.7 - Transportation Statistics

Your Unlimited Notice of Qualification shall be valid until June 30, 2013 at such time as your December 31, 2012 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	154.61%	132.59%	0.7.16%	Reimbursed	15.53% (Home) 18.44% (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

CERTIFICATION OF PROPOSAL

Florida Transportation Engineering, Inc.

(Name of Firm)

N/A

(Financial Project No.)

I certify that the enclosed proposal, including wage rates and other factual unit costs supporting the compensation, are accurate, complete, and current as of 09/11/2012 (date) and is normal to costs and fees charged to all other clients.

I further certify that the method of estimating costs in the enclosed audit package is consistent with the accounting practices which are used for accumulating and reporting of costs in accordance with our cost accounting system.

Print Name: Ravi Devaguptapu

Sign: +mail

Title: President

Date: 09/11/2012

CERTIFIED WAGE RATE FORM

(Required Format)

Consultant Name: Florida Transportation Engineering, Inc. (FTE)

Job Classification	Personnel	Raise Date	Current Salary	Percent Employee Used	Salary Rate
Project Manager	Work Activities:				
	Ravi Devaguptapu	Annual 9/1	55.00	100	55.00
				AVERAGE HOURLY RATE =	$55.00
Senior Planner	Work Activities:				
	Scott Farash	Annual 9/1	55.29	100	55.29
				AVERAGE HOURLY RATE =	$55.29
Project Engineer	Work Activities:				
	Sijong Jo	Annual 9/1	34.62	100	34.62
				AVERAGE HOURLY RATE =	$34.62
Project Planner	Work Activities:				
	Paresh Patel	Annual 9/1	30.00	100	30.00
				AVERAGE HOURLY RATE =	$30.00
GIS Specialist	Work Activities:				
	Ravi Kamarajugadda	Annual 9/1	27.00	100	27.00
				AVERAGE HOURLY RATE =	$27.00
Senior Specialist	Work Activities:				
	Charles Sloan	Annual 9/1	45.00	100	45.00
				AVERAGE HOURLY RATE =	$45.00
GIS Specialist	Work Activities:				
	Ravi Kamarajugadda	Annual 9/1	27.00	100	27.00
				AVERAGE HOURLY RATE =	$27.00
Sr. Engineering Technician	Work Activities:				
	Keith Anders	Annual 9/1	21.63	70	15.14
	Jyothi Kamarajugadda	Annual 9/1	26.50	30	7.95
				AVERAGE HOURLY RATE =	$23.09
Engineering Technician	Work Activities:				
	Jon Wright	Annual 9/1	17.00	33	5.61
	John Mathers	Annual 9/1	19.50	33	6.44
	Rob Mathers	Annual 9/1	16.00	33	5.28
				AVERAGE HOURLY RATE =	$17.33
Secretarial/Clerical	Work Activities:				
	Paula Olano	Annual 9/1	20.00	100	20.00
				AVERAGE HOURLY RATE =	$20.00

~~Current rates (fair and reasonable) with a 3% escalation for the outer years will be given. Only supply the Department with your current rates that you're being paid at this time. Once the rates are negotiated, the Department will apply a 3% escalation to the outer years. (This IS NOT a mid-point contract.)~~

No escalation will be provided for this contract. The District will pay current rates or negotiation fair and reasonable rates.

I certify that the above information is current and accurate as of this date.

Ravi Devaguptapu, PE, PTOE, President

Print Name



Signature

September 11, 2012

Date

UNIT COST FOR DATA COLLECTION

Project: Orlando-Orange County Expressway Authority General Traffic & Earnings Consultant

Turning Movement Counts:

Hours	One Person	Two Persons
8 Hours	$540	$1,080
6 Hours	$450	$900
4 Hours	$400	$800
2 Hours	$200	$400

Machine and Classification Counts:

		Volume	Class
24 Hour	Directional	$245	$365
48 Hour	Directional	$365	$550
72 Hour	Directional	$490	$735
7 Day	Directional	$740	$1,110

Approach Counts: (one-way):

		Volume	Class
24 Hour	Approach	$130	$190
48 Hour	Approach	$260	$390
72 Hour	Approach	$390	$585
7 Day	Approach	$650	$975

Bluetooth Data Collection:

7 Day	Per Location	$950

***Any other studies can be negotiable

FTE

8250 Pascal Drive
Punta Gorda, FL 33950
Ph: (941) 639-2818
Fax: (941) 639-4851

7955 N.W. 12th Street
Suite 416
Miami, FL 33126
Ph: (305) 463-8411
Fax: (305) 463-8744

11458 N. 53rd Street
Tampa, FL 33617
Ph: (813) 989-0729
Fax: (813) 989-0731

1115 Monroe Street
1st Floor
Tallahassee, FL 32301
Ph: (850) 201-7583
Fax: (850) 201-7101

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

December 7, 2007

Certified Mail – Return Receipt Requested

Florida Transportation Engineering, Inc.
Mr. Ravi V. Devaguptapu
8250 Pascal Dr.
Punta Gorda FL 33950

ANIVERSARY DATE- Annually on February 8

Dear Mr. Devaguptapu:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date.** You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date.** Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at http://www.bipincwebapps.com/biznetflorida/ or through The Department' website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is **NOT** a/ guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA)

projects in Florida is a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.
If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

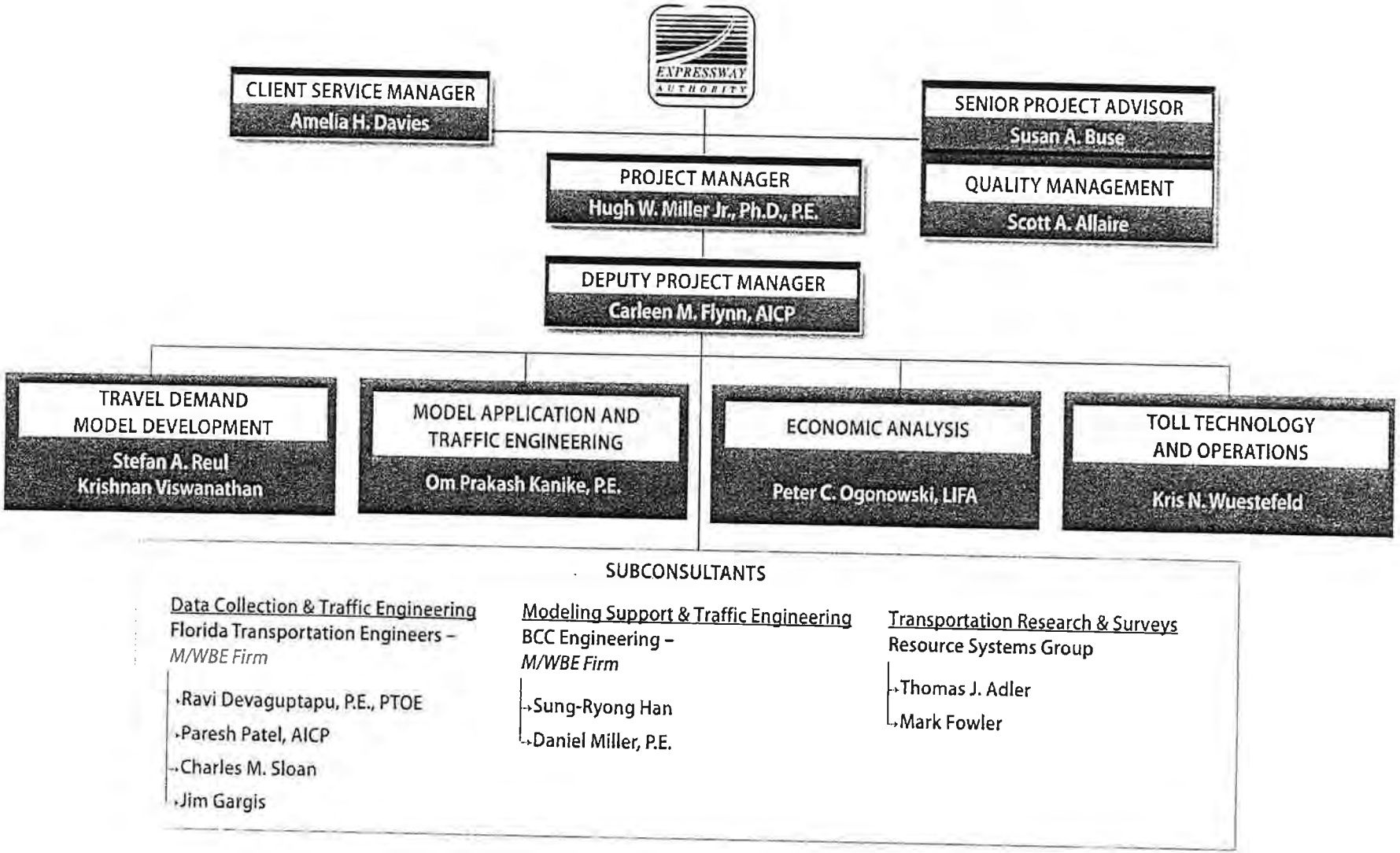
NAICS:	FDOT Specialty Code & Description
541990	300-Consultants(by type of service)
541330	941-Civil Engineering Services
541340	947-CADD Services
541690	949-Traffic Data Services
541612	968-Public Relations Services

All questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,

John Goodeman
DBE Certification Manager

Exhibit D
Project Organization Chart


EXPRESSWAY AUTHORITY
CLIENT SERVICE MANAGER
Amelia H. Davies
SENIOR PROJECT ADVISOR
Susan A. Buse
QUALITY MANAGEMENT
Scott A. Allaire
PROJECT MANAGER
Hugh W. Miller Jr., Ph.D., P.E.
DEPUTY PROJECT MANAGER
Carleen M. Flynn, AICP
TRAVEL DEMAND MODEL DEVELOPMENT
Stefan A. Reul
Krishnan Viswanathan
MODEL APPLICATION AND TRAFFIC ENGINEERING
Om Prakash Kanike, P.E.
ECONOMIC ANALYSIS
Peter C. Ogonowski, LIFA
TOLL TECHNOLOGY AND OPERATIONS
Kris N. Wuestefeld
SUBCONSULTANTS
Data Collection & Traffic Engineering
Florida Transportation Engineers –
M/WBE Firm
Ravi Devaguptapu, P.E., PTOE
Paresh Patel, AICP
Charles M. Sloan
Jim Gargis
Modeling Support & Traffic Engineering
BCC Engineering –
M/WBE Firm
Sung-Ryong Han
Daniel Miller, P.E.
Transportation Research & Surveys
Resource Systems Group
Thomas J. Adler
Mark Fowler

CONSENT AGENDA ITEM

#6

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 21, 2015

RE: Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 528/Econlockhatchee River Bridge Replacement Contract No. 001098

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on March 29, 2015. Responses were received from ten firms by the April 13, 2015, deadline. Those firms were: Parsons Brinckerhoff, Inc.; Dewberry/Bowyer-Singleton; EAC Consulting, Inc.; RS&H, Inc.; Parsons Transportation; AVCON, Inc.; Gannett Fleming, Inc.; Graef-USA, Inc.; Heath & Lineback Engineers, Inc.; URS.

After reviewing and scoring the letters of interest, the Evaluation Committee met on April 29, 2015, and shortlisted four (4) firms (Parsons Brinckerhoff, Inc.; EAC Consulting, Inc.; RS&H, Inc.; URS) and requested that Technical Proposals be submitted for review and scoring by May 8, 2015.

Technical Proposals were submitted by all four firms for review and scoring by the Technical Review Committee. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on May 18, 2015. After the orals presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

Ranking	Consultant Firm
1	Parsons Brinckerhoff, Inc.
2	RS&H, Inc.
3	URS
4	EAC Consulting, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Parsons Brinckerhoff, Inc., is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested.

LOI-001098 Project 528-131 Committee Meeting May 18, 2015 Minutes

Technical Review Committee for **Design Services for S.R. 528 Econlockhatchee River Bridge Replacement Project No. 528-131 Contract No. 001098,** held a duly noticed meeting on Monday, May 18, 2015, commencing at 1:00 p.m. Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Joe Berenis, Executive Deputy Director Engineering, Operations, Construction and Maintenance
Glenn Pressimone, Director of Engineering
Ben Dreiling, Director of Construction and Maintenance

Other Attendees:
Robert Johnson, Manager of Procurement
Claude Miller, Director of Procurement

Interviews:
Robert Johnson commenced each interview with a brief overview of the process and introduced the Technical Review Committee. Robert stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

EAC Consulting, Inc.	1:03 – 1:23 p.m.
Parsons Brinckerhoff, Inc.	1:30 – 1:50 p.m.
RS&H, Inc.	1:57 – 2:17 p.m.
URS Corporation	2:24 – 2:43 p.m.

Evaluation Portion:
Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Robert for tallying. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

FIRM	Points	Ranking
Parsons Brinckerhoff, Inc.	05	01
RS&H, Inc.	06	02
URS Corporation	07	03
EAC Consulting, Inc.	12	04

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Glenn Pressimone would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 2:50pm These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, May 18, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Robert Johnson

Approved by: _____
Glenn Pressimone, Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL PROPOSALS FINAL RANKING

Design Consultant Services for S.R. 528 Econlockhatchee River Bridge Replacement

Project No. 528-131, Contract No. 001098

CONSULTANT	Joe B. INDIVIDUAL RANKING	Ben D. INDIVIDUAL RANKING	Glenn P. INDIVIDUAL RANKING	RAW SCORE	FINAL RANKING
EAC Consulting, Inc.	4	4	4	12	4
Parsons Brinckerhoff, Inc.	1	3	1	5	1
RS&H, Inc.	2	2	2	6	2
URS Corporation	3	1	3	7	3

EVALUATION COMMITTEE MEMBERS:

5/18/2015

5/18/2015

5/18/2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL PROPOSAL and PRESENTATION SCORING SUMMARY

S.R. 528 ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT

CONTRACT NO. 001098; PROJECT NO. 528-131

CONSULTANT	EAC Consulting	Parsons Brinckerhoff	RS&H	URS
UNDERSTANDING APPROACH (MAX 70)	65	70	70	70
INTERVIEWS (MAX 30)	23	27	26	25
TOTAL	88	97	96	95
Ranking	4	1	2	3

EVALUATION COMMITTEE MEMBER:

JT Berens

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

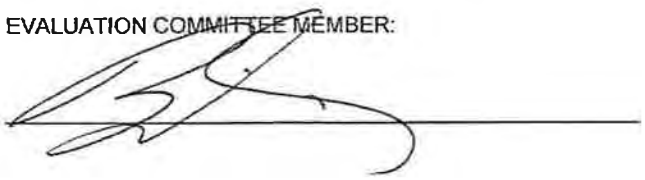
TECHNICAL PROPOSAL and PRESENTATION SCORING SUMMARY

S.R. 528 ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT

CONTRACT NO. 001098; PROJECT NO. 528-131

CONSULTANT	EAC Consulting	Parsons Brinckerhoff	RS&H	URS
UNDERSTANDING APPROACH (MAX 70)	60	61	62	65
INTERVIEWS (MAX 30)	25	26	27	28
TOTAL	85	87	89	93
Ranking	4	3	2	1

EVALUATION COMMITTEE MEMBER:



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL PROPOSAL and PRESENTATION SCORING SUMMARY

S.R. 528 ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT

CONTRACT NO. 001098; PROJECT NO. 528-131

CONSULTANT	EAC Consulting	Parsons Brinckerhoff	RS&H	URS
UNDERSTANDING APPROACH (MAX 70)	65	68	68	68
INTERVIEWS (MAX 30)	25	28	27	26
TOTAL	90	96	95	94
Ranking	4	1	2	3

EVALUATION COMMITTEE MEMBER:

LOI-001098 Committee Meeting April 23, 2015 Minutes

Evaluation Committee for **Design Services for S.R. 408 from S.R. 528 Econlockhatchee River Bridge Replacement; Project No. 528-131, Contract No. 001098,** held a duly noticed meeting on Thursday, April 23, 2015, commencing at 9:02 a.m. in the Osprey Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Iranetta Dennis, Director of Business Development
Julie Naditz, Highway Construction Division Manager, Orange County
Corey Quinn, Director of Expressway Operations

Committee Members Absent:
Don Budnovich, Resident Engineer and Senior Project Manager

Other Attendees:
Robert Johnson, Manager of Procurement
Courtney Gordon. Contracts Analyst

Discussion and Motions:
Robert explained that today's meeting was to evaluate and shortlist the top firms and commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed. Robert also informed the committee that Don would be absent and that he had submitted his scoring sheets to him earlier.

General discussion ensued about the project and the LOI submittals. Committee members then tallied up the individual evaluation sheets and passed them in for incorporation onto to the LOI shortlist summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

Firms	Score	Ranking
Parsons Brinckerhoff	09	01
EAC Consulting, Inc.	10	02
RS&H	11	03
URS	13	04
Parsons Transportation	18	05
Dewberry Engineers, Inc.	22	06
Avcon	24	07
Gannett Fleming, Inc.	31	08
GRAEF	34	09
Heath & Lineback Engineers, Inc.	37	10

It was the consensus of the committee that the top 4 respondents be invited to submit technical proposals and participate in presentations.

Robert stated that he would set up the presentations in alphabetical order and that the presentations would be held on May 18, 2015, commencing at 1 p.m.

There being no further business to come before the Committee, the meeting was adjourned at 9:53 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Thursday, April 23, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Robert Johnson, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

_____
Corey Quinn, Director of Expressway Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

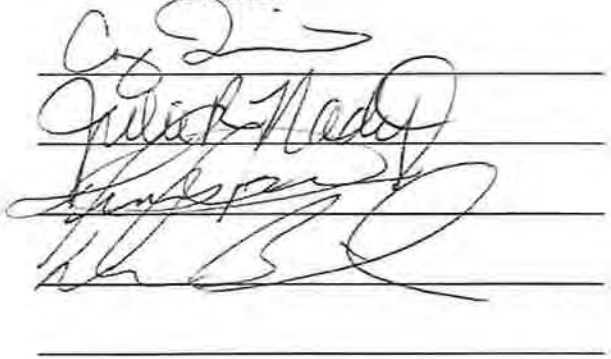
EVALUATION COMMITTEE MEMBER LETTERS OF INTEREST SHORTLIST RANKING

DESIGN CONSULTANT SERVICES FOR S.R. 528 ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT

CONTRACT NO. 001098; PROJECT NO. 528-131

CONSULTANT	Don Budnovich Score	Corey Quinn Score	Iranetta Dennis Score	Julie Naditz Score	TOTAL SCORE	RANKING
Avcon	5	5	7	7	24	7
Dewberry	7	8	4	3	22	6
EAC Consulting, Inc.	1	2	2	5	10	2
Gannett Fleming	8	4	9	10	31	8
GRAEF	9	9	8	8	34	9
Heath & Lineback Engineers, Inc.	9	10	10	8	37	10
Parsons Brinckerhoff	5	1	1	2	9	1
Parsons Transportation	1	6	6	5	18	5
RS&H	1	3	3	4	11	3
URS	1	6	5	1	13	4

EVALUATION COMMITTEE MEMBERS:



Date: Thursday, April 23, 2015

Date: Thursday, April 23, 2015

Date: Thursday, April 23, 2015

Date: Thursday, April 23, 2015

CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 28, 2015

RE: Award of Contract to URS Corporation Southern
Design Consultant Services for Single Line Dynamic Message Sign (DMS) Upgrade
Contract No. 001086; Project No. 599-525

At its meeting on April 9, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with URS Corporation Southern (URS). Those negotiations have been completed and Board award of the contract to URS in the not-to-exceed amount of $346,331.72 is requested.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
URS CORPORATION SOUTHERN

SINGLE LINE DYNAMIC MESSAGE SIGN UPGRADE

CONTRACT NO. 001086; PROJECT NO. 599-525

CONTRACT DATE: JUNE 11, 2015
CONTRACT AMOUNT: $346,331.72

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART

FOR

SINGLE LINE DYNAMIC MESSAGE SIGN UPGRADE

CONTRACT NO. 001086; PROJECT NO. 599-525

JUNE 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

TABLE OF CONTENTS

Section	Title
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart

Contract No. 001086

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 11th day of June, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and URS CORPORATION SOUTHERN, hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 315 East Robinson Street, Suite 245, Orlando, Florida 32801.

That the AUTHORITY did determine that the CONSULTANT is fully qualified to render the services contracted.

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish certain services in connection with the design of design of a systemwide upgrade for the Authority's single-line DMS identified as Contract No. 001086.

2.0 The CONSULTANT and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

Reference herein to Director shall mean the AUTHORITY's Executive Director.

Reference herein to the Project Manager shall mean the AUTHORITY's Director of Expressway Operations or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by the AUTHORITY at its sole discretion.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in Exhibit "A", or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to the AUTHORITY and at intervals established by the AUTHORITY. The AUTHORITY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of the AUTHORITY as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, the AUTHORITY may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The AUTHORITY will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial

progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Protean Design Group
AWK Consulting Engineer, Inc.

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without

the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by the AUTHORITY's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After the AUTHORITY's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to the AUTHORITY, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to Exhibit "A" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by the AUTHORITY of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the amount of $346,331.72. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by the AUTHORITY for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 315 East Robinson Street, Suite 245, Orlando, Florida 32817.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by the AUTHORITY and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the

compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

11.0 TERMINATION

The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY requires such termination.

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all

engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become

necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of

the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against the AUTHORITY alleging negligence or wrongdoing by the CONSULTANT, the AUTHORITY and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, the AUTHORITY will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request

that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY pursuant to F.S. 768.28.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure

this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from the AUTHORITY, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any

policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be

satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

16.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of the AUTHORITY for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s)

acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the AUTHORITY and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-:VII. If requested by the AUTHORITY, the AUTHORITY shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the AUTHORITY.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the

AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Director of Public Affairs and Communication or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Director of Public Affairs and Communication or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set

forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read the AUTHORITY's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution. During the term of this Agreement, the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the

CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

22.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on June 11, 2015.

URS CORPORATION SOUTHERN

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

EXHIBIT A

SCOPE OF SERVICES

Professional Engineering Design Services

Project 599-525: Single-line Dynamic Message Sign Replacement Project

Scope of Services

Prepared by

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority

May 27, 2015

1.0 **GENERAL**

1.1 PROJECT BACKGROUND

The Authority's Single-line Dynamic Message Signs (DMS) are a critical component of CFX mainline toll plaza operations. Each mainline plaza with E-PASS Express Lanes is equipped with four single-line DMS that display the status of the Express Lanes (two signs on each approach to the plaza). The DMS is located below the static sign panel that denotes the express lanes. Messages can also be conveyed to inform motorists of emergency conditions and toll suspensions. In order to improve functionality, system reliability, and increase ease of maintenance, the Authority has elected to replace the fifty-two (52) existing single-line DMS with two-Line DMS.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Replacement of approximately fifty-two (52) single-line DMS, four (4) each at thirteen (13) mainline toll plaza locations.
- Structurally evaluate each existing single-line DMS structure to determine if each existing structure can be utilized for the upgraded DMS. Design new structures on a case-by-case basis if existing structure cannot be re-used.
- Evaluate static sign panels on each existing single-line DMS structure. Design new static sign panels on a case-by-case basis in the event existing panels need to be replaced for maintenance reasons or if they need to be resized to properly accommodate the width and height of the new single-line DMS.
- Design a static border around the two-line DMS, if directed by the Authority, to properly fill any visible gaps between the single-line DMS and the static sign panel.
- Propose new 336S ITS cabinets for the new DMS.
- Upgrade the existing LMS head units at approximately three (3) mainline plazas.
- Add 39 new cameras at locations where existing cameras do not provide view of the DMSs. Place new cameras on existing structures at 23 locations, and 16 on new poles.

The Authority shall herein be defined as the Central Florida Expressway Authority (CFX) and/or their representative/designate.

1.2 PROJECT DESCRIPTION

The Authority requires professional design services to support the systemwide upgrade of the Authority's existing single-line DMS system at each mainline toll plaza (with the exception of the Airport Mainline Toll Plaza). These requirements are described in detail below.

The scope of this project includes all site design necessary to upgrade fifty-two (52) single-line DMS at the following locations:

- SR 408 – Hiawassee Mainline Toll Plaza; 4 signs
- SR 408 – Pine Hills Mainline Toll Plaza; 4 signs
- SR 408 – Conway Eastbound Mainline Toll Plaza; 2 signs
- SR 408 – Conway Westbound Mainline Toll Plaza; 2 signs
- SR 408 – Dean Mainline Toll Plaza; 4 signs
- SR 414 – Coral Hills Mainline Toll Plaza; 4 signs

- SR 417 – University Mainline Toll Plaza; 4 signs
- SR 417 – Curry Ford Mainline Toll Plaza; 4 signs
- SR 417 – Boggy Creek Mainline Toll Plaza; 4 signs
- SR 417 – John Young Mainline Toll Plaza; 4 signs
- SR 429 – Independence Mainline Toll Plaza; 4 signs
- SR 429 – Forest Lake Mainline Toll Plaza; 4 signs
- SR 528 – Beachline Mainline Toll Plaza; 4 signs
- SR 528 – Dallas Mainline Toll Plaza; 4 signs

The upgraded signs shall be installed on the existing sign structures utilized by the existing single-line DMS whenever possible. As part of this project, the Designer shall perform a structural evaluation on each existing single-line DMS structure and determine whether it is structurally appropriate to accommodate the proposed DMS. The Designer shall also consider the static sign panels on the existing sign structure when performing their evaluation. The Authority also reserves the option to request the design of replacement sign panels should maintenance warrant their replacement.

One of the primary goals of this project is to deploy a two-line DMS system that minimizes the cost of system maintenance. As such, it is critical that the design minimize the amount of serviceable components installed over the roadway, which require lane closures to access. The Designer shall design all power services, sign controllers, network equipment, UPS, and other auxiliaries for installation in a base- or pole-mounted cabinet accessible from ground level without a lane or shoulder closure. All data communication between ground-mounted cabinet and the sign face shall be accomplished using a fiber optic interconnect. Design of appropriate surge protection device placement shall be included.

The Authority has elected to specify two-line DMS manufactured by Daktronics for use on this project. The model(s) of DMS shall be specified by the Authority. The specific model(s) will be supplied to the Designer early in the design process. The DMS design shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, new structural grounding array, civil support infrastructure, inside plant design, point to point fiber communication between the new DMS cabinet and the new cameras, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure. The Designer's fee estimate shall include provisions to design up to 52 two-line DMS sites.

The Designer shall also include the upgrade of up to three (3) line management system (LMS) head units at mainline toll plazas specified by the Authority. These existing units are currently housed in the Authority's ITS racks at specific mainline plazas. The plans shall include appropriate rack face drawings showing the removal of the existing unit and replacement with the upgraded unit. Depending upon the relative size of the new unit, relocation of adjacent equipment in the rack may be necessary. The Designer shall coordinate with the Authority regarding the make and model of the LMS unit to be specified as part of the project.

2.0 **SERVICES PROVIDED**

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Site Construction Plans
- Inside-Plant Construction Plans

- Construction Cost Estimate

2.1 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-525. The Designer shall prepare site construction plans utilizing aerial rasters and/or topographic electronic files provided by the Authority as the basemap. The Designer shall superimpose the location of the existing fiber optic network conduit, derived from the CFX Graphical Information System (GIS) and As-Built from previous projects, on the aerial basemap. Locations of other utilities, contained in the most recent Fiber Optic Network Outside Plant Electronic Plans shall also be displayed on the plans. In areas of concurrent construction, the Designer shall use the fiber optic component of the approved for construction plans of the applicable project as the basemap. The Designer shall update these plans with changes resulting from all ITS, roadway, and toll plaza conversion projects which have occurred since the deployment of Project 276 infrastructure; any changes noted since the completion of the FON plans; and any other inaccuracies noted in the existing documentation of the FON. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process. The Designer shall use and adapt standard plans, notes, and details to prepare the site construction plans.

Site construction plans shall show the exact location and construction method for all proposed devices and details for mounting the devices on structures. The site construction plans using 1" equals 100 feet as outlined above shall be developed on aerial rasters, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet, provided by the CFX. Site construction plans shall also include superimposed insets at a scale of approximately 1" equals 10 feet to detail proposed construction, but shall label these details "Not to Scale." Where plan sheets cannot fit all necessary details due to device co-location, the Designer shall provide a separate sheet to detail the device layout. The Designer shall identify existing physical features and utilities that will affect the construction and installation of the equipment. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner . The Designer shall display in the plans, all locations where fiber optic cable is being installed in existing or proposed conduit. The Designer shall detail with plan sheets all power service runs where the detail needs to be expanded beyond the device plan sheet to the utility company demarcation.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the Authority's FON, with any potential conflicts identified (conflict matrix)
- Manhole/Pull box locations and stub-out details
- Device layout
- Device installation details
- Conduit installation details
- Fiber optic cable route marker details
- Power route marker details
- Fiber count per conduit
- Communications interconnect
- Data collection sensor mounting details

- Single-line DMS structural mounting details
- Connection List sheets detailing all interconnections for each device
- Connectivity with the FON backbone conduits
- Fiber cable routing summaries, fiber cable allocation chart, splice details and splice tables as needed.
- Connection List sheets detailing all interconnections for each device
- Power interconnect
- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic (minimize disruptions to customers)
- System Overview showing new and existing ITS device locations on a map
- Table of quantities
- Special notes
- System block diagrams
- Surge Protection Device (SPD) installation details - formally TVSS.
- Cabinet Details including new pole mount and base mount cabinets, existing pole mount and base mount cabinets, and NEMA enclosures for each DMS site.
- Updates to applicable CFX standard details to ensure conformance with project requirements.
- Power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DMS to match existing CFX DMS subsystem.

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Traffic impact.
- Accessibility and ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- Aesthetic considerations regarding spacing between DMS and static sign panels, along with their relative widths
- CFX guide signing plans
- Concurrent/future Authority projects.
- Compatibility of DMS with SunGuide.
- Colocation of devices where advantageous. However, any construction dependencies between other Authority projects shall be kept to an absolute minimum.
- Legibility of the plan set: do not use fonts smaller than 8 point equivalents unless approved by the Authority.

Designer shall submit 75%, 100%, and Bid Set plans for the review and approval of the Authority. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized with utility owners), fiber optic interconnect (including conduit, pull boxes, fiber

optic cable), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. The Authority reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by the Authority.

After 75% plans are submitted to the Authority, the Designer and Authority representatives shall jointly survey the proposed device locations and utility power service demarcations (e.g . load centers, poles, meters, etc.) to avoid unforeseen problem areas, as well as jointly reviewing the problem areas and special requirements solutions . At each milestone review, representatives from each organization having ownership, control, or jurisdiction of highways, bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county, and local codes, laws and regulations. The Designer shall sign and seal Bid Set site construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to Authority review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing calculations for inside and outside plant power design (including voltage drop calculations) signed and sealed by a licensed professional Electrical Engineer registered in the State of Florida. All design calculations are subject to Authority review and approval. Authority approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 75%, 100%, and bid plans.

Construction plans shall show the locations of all existing and proposed ITS devices and their associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

2.2 INSIDE-PLANT CONSTRUCTION PLANS (AS NEEDED)

Inside-plant construction plans shall be prepared as 75%, 100%, and Bid submittals. The Designer shall prepare inside-plant construction plans detailing the installation of all existing equipment that affects the work proposed for the Contractor. The inside-plant construction plans shall indicate the location of items to be installed in or removed from the Authority facilities, location of other equipment with connections to project equipment, equipment demarcations, power supply, backboards, conduit, etc. Site-specific installation plans shall be prepared for the each CFX mainline toll plaza where proposed equipment is to be installed. Inside-plant construction plans shall be required for all equipment and operations rooms where equipment shall be installed and operated (or removed). Designer shall be responsible for any data collection necessary to complete their design.

The Designer and Authority representatives shall jointly pre-survey the equipment rooms to identify potential installation problems. Problems shall be identified and special requirements determined during the survey of this project. Any problems identified during the survey shall be resolved in the 75% inside-plant construction plan submittal. As part of the 75% review of the inside-plant construction plans, a field check of the equipment rooms shall be conducted with Authority representatives to identify conflicts, issues and make-ready work required. The Designer shall be responsible for the design of all make-ready

The inside-plant construction plans shall include top view drawings of the equipment room and shall indicate the exact location where equipment is to be installed. The Designer shall coordinate with the Authority to receive input regarding the preferred location of the equipment at each facility. The inside-plant construction plans will also include front and rear drawings of all related equipment clearly detailing all installation requirements and complete interconnection detail with all other associated equipment. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing or for construction. The Designer shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Designer shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans. The Designer shall sign and seal bid set inside-plant construction plans by a licensed professional Electrical Engineer registered in the State of Florida. The inside-plant construction plans shall be subject to the review and approval of the Authority.

The site construction plans and inside plant plans shall be submitted as a cohesive plan set submittal using a common table of quantities and title sheet at each submittal level.

2.3 TECHNICAL SPECIFICATIONS

CFX will be providing the signed and sealed specifications for this project.

Designer shall research each part number listed in the CFX standard ITS specifications to verify that the validity of each part number. In the event a part has been superseded or is no longer available, the Designer shall recommend the appropriate part number to the authority for its approval. If the Designer recommends revisions to part numbers originally recommended in the technical proposal or intent of this scope, they shall follow up with the manufacturer to design a device that will fulfil the intent of this scope and integrate seamlessly with the existing ITS system.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the 75%, 100% and Bid Set Plan Submission Phases, subject to the review and approval of the Authority. These estimates shall be based on the table of quantities developed during the preparation of the site construction plans and the inside-plant construction plans, as well as all make-ready or other work associated with the project. All pay items shall use consistent descriptions in the plan sets, specifications, and cost estimate.

2.5 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet "standard practice" or "due care" as established by recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to Authority comments but also provide for a complete review of project deliverables prior to their submittal. The Authority reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing Authority comments.

The Designer shall prepare and submit to the Authority a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time will be planned and scheduled to accomplish the required quality control. The plan will include a plans production manual detailing guidelines for the production of ITS plans. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The Designer's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan will be reviewed to determine if it meets the Authority's needs and requirements. The QC Plan shall be completed and submitted to the Authority within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The designer shall certify with each submittal that a thorough QC review has been performed. The Authority shall retain the option to request documentation of QC activities at any time.

2.6 PROJECT MANAGEMENT AND COORDINATION

2.6.1 Schedule (General Items)

The schedules shall provide 20 working days for Authority review of all submittals and 15 working days for Authority review of re-submittals. The Designer may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Designer of the responsibility to answer and incorporate review comments into the design, nor does it entitle the Designer to any additional compensation as a result of making changes due to review comments.

When there is an actual or potential delay in the schedule or if the Designer proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative must be submitted to the Authority for approval.

2.6.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 150 calendar days:

- Notice to Proceed (Assume a start date of June 1, 2015)
- Project Kickoff Meeting - Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule – Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the Designer has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan – within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase – 150 calendar days after receipt of Notice to Proceed.

2.6.3 Meetings and Progress Reporting

The Designer shall attend a Kick-off Meeting where the Designer will submit a schedule and project plan identifying key staff and their responsibilities. The Designer shall meet with the Authority on an as-needed basis to obtain design information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The Authority will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The Designer shall submit draft minutes of these meetings to the Authority within 5 working days after the meeting. The designer shall provide final minutes, conformed to Authority comments, within 2 days of receipt of Authority comments.

The Designer shall establish and maintain an Action Item Data Base. This database will be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by the Authority.

2.6.4 Project Coordination and Key Personnel

The Authority and the Designer will each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with the Authority's Project Manager. The Designer's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The Designer may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to Authority approval. The Designer shall identify key project staff to the Authority. The Designer shall make no changes in key personnel without written notification and approval from the Authority.

The Designer shall be responsible for coordinating all site construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with the CFX expansion project designers to resolve all conflicts and design issues.

2.7 SUBMITTALS

The Designer shall be responsible for making submittals to the Authority for review. The Authority's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All construction and installation plans shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

SUBMITTAL/ITEM	NO . OF COPIES
▪ Project Schedule	3
▪ Quality Control Plan	5
▪ Site Construction Plans	10
▪ Site Design Calculations	5
▪ Inside-Plant Installation Plans	10
▪ Inside-Plant Design Calculations	5
▪ Construction Cost Estimate	10

The exact quantity of plans to be submitted may vary and shall be discussed with the Authority prior to printing.

2.8 COMPUTER AUTOMATION

The Designer shall be required to develop the plans utilizing computer automation systems. The Designer shall be required to submit final completed CADD design files in Microstation™ format and PDF on optical disk media (CD-ROM or DVD-ROM as appropriate). The Working Units for the design file shall be 100 Master units (MU) and 10 Sub-units (SU) for a total working area of 4,294,967 (MU sq.). The global origin for a 2D design file shall be the lower left hand corner of the design plane. The Designer shall be responsible for any translation of a non-Microstation design file to Microstation™ format . Upon Authority approval, the Designer may use Microsoft Visio™ for plans provided all electronic files are provided to the Authority. The Designer shall develop CADD standards for this project to be approved by the Authority. These standards shall contain design file information including, but not limited to, levels, line weight, line style, color and a file naming convention. All translated files shall conform to the CADD standards developed for the project.

The Designer shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word™/Microsoft Excel™, and Adobe Acrobat™ (.pdf) format on optical disk media. Designer shall submit all project schedules in Microsoft Project™ format on CD-ROM or via email. The Designer shall to submit electronic files of all presentations in Microsoft PowerPoint™ format on optical disk media. When requested by the Authority, the Designer shall provide electronic files of interim submittals.

2.9 APPLICABLE CODES AND STANDARDS

All installation work, equipment, cable, conduit/duct and associated electrical work for this contract shall be designed in conformity with the current requirements and practices of the latest version of each of the following:

- FDOT Utility Accommodations Manual

- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- CFX Systemwide ITS Deployment Phase 1 Functional Requirements (Latest Version)

All design plans shall be signed and sealed by a licensed professional Engineer registered in the State of Florida of the appropriate discipline (i.e., Electrical, Civil, Structural) as dictated by the nature of the design.

2.10 RESOURCES AVAILABLE

The Authority has existing documentation available to assist the selected Designer in the services required. The Authority does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the Designer.

The following resources are available to the Designer in electronic format:

- CFX Projects Fiber Optic Network Outside-Plant Electronic Plans on aerial rasters
- CFX Systemwide Aerial Rasters
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Network Inside-Plant Electronic Plans
- Fiber Optic Conduit System and Manhole Standard Specifications
- Dynamic Message Sign Standard Specifications
- CFX Standard Construction Specifications
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format
- Construction Plans for systemwide ITS project, toll plaza conversion projects, and roadway projects.
- Construction Plans for CFX Expansion projects currently approved for construction.

The following resources are available to the Designer in hardcopy or PDF format:

- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.
- CFX ITS Master Plan
- Sign Structure Inspection Reports

A limited filed review shall be permed for verification of provided resources at data collection.

2.11 SURVEY

No survey is required.

2.12 GEOTECHNICAL SERVICES

Existing soil boring data and geotechnical reports would be made available for review for use in making recommendations in foundation design for some of the pole locations. Equipment to be used and assumed required number of borings are itemized on the estimate expenses.

2.13 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work.

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 The AUTHORITY agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of $346,331.72.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;

A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;

A Lump Sum Amount for Expenses;

A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services).

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

URS CORPORATION SOUTHERN

Total Activity Salary Costs	$97,427.71
(a) Overhead Additives	
(1) Combined (120.06%)	116,971.71
Subtotal (Salary + Overhead)	214,399.42
(b) Lump Sum for Operating Margin (12.00%)	25,727.93
Subtotal (Salary Related)	240,127.35
(c) Direct Expenses - Lump Sum (Prime)	1,798.69
BASIC FEE	241,926.04
(d) Subcontract - PDG (Limiting Amount)	61,582.37
(e) Subcontract - AWK (Limiting Amount)	42,823.31
TOTAL MAXIMUM LIMITING AMOUNT	**$346,331.72**

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

The AUTHORITY shall reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this Agreement (2) Federal Acquisition Regulations sub-part 31-2 (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980) and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of this Agreement. Allowable Costs and Fees are defined as follows:

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by CONSULTANT and Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour work week. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour work week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.

Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.

Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by the AUTHORITY'S DIRECTOR.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 120.06% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by CONSULTANT: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by CONSULTANT and Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

No more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by the AUTHORITY to the CONSULTANT as follows, subject to the provisions of Section 3.00:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 120.06 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

The combined allowance for administrative overhead and fringe benefits shall not exceed 120.06%; and

Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by the AUTHORITY to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 12.0 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by CONSULTANT and Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

The AUTHORITY shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by the AUTHORITY.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the AUTHORITY. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from the AUTHORITY.

4.18 The AUTHORITY reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the AUTHORITY. Any and all such

payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit the AUTHORITY to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the AUTHORITY because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to the AUTHORITY upon demand. Further, the AUTHORITY shall have the right to deduct from any payment due the CONSULTANT under any other contract between the AUTHORITY and the CONSULTANT an amount sufficient to satisfy any amount due and owing the AUTHORITY by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to the AUTHORITY for the overpayment, provided the net difference is not zero.

EXHIBIT C

DETAILS OF COSTS AND FEES

URS STAFF HOUR ESTIMATION
FOR
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Single Line DMS Upgrade Project No. 599-525

5/26/15

CENTRAL FLORIDA EXPESSWAY AUTHORITY

CFX Project Number: 599-525

DESCRIPTION: Single-Line DMS Upgrade

URS Corporation

OOCEA Contract No.: 001086

SUMMARY FEE SHEET

ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	Designer	Senior Eng Tech	Clerical	Total Manhours	Total Cost	Average Rate
3 Project General and Project Common Tasks												
4 Roadway Analysis												
5 Roadway Plans												
6 Drainage Analysis												
7 Utilities												
8 Environmental Permits, Compliance & Clearances												
9 Structures - Misc Tasks, Dwgs, Non-Tech.	15.10	45.30		60.40		12.08		15.10	3.02	151.00	$7,439	$49.26
10 Structures - Bridge Development Report												
11 Structures - Temporary Bridge												
12 Structures - Short Span Concrete Bridge												
13 Structures - Medium Span Concrete Bridge												
14 Structures - Structural Steel Bridge												
15 Structures - Segmental Concrete Bridge												
16 Structures - Movable Span												
17 Structures - Retaining Walls												
18 Structures - Miscellaneous	29.50	88.50		118.00		23.60		29.50	5.90	295.00	$14,533	$49.26
19 Signing & Pavement Marking Analysis												
20 Signing & Pavement Marking Plans												
21 Signalization Analysis												
22 Signalization Plans												
23 Lighting Analysis												
24 Lighting Plans												
25 Landscape Architecture Analysis												
26 Landscape Architecture Plans												
27 Survey (Field & Office Support)												
28 Photogrammetry												
29 Mapping												
30 Geotechnical												
31 Architecture Development												
32 Noise Barriers Impact Design Assessment												
33 Intelligent Transportation Systems Analysis	72.49	144.99	181.23		181.23		57.99	72.49	14.50	724.91	$36,254.51	$50.03
34 Intelligent Transportation Systems Plans	79.31	158.62	174.48	222.07			63.45	79.31	15.86	793.10	39191.63	$49.42
TOTAL MANHOURS	**196.40**	**437.40**	**355.71**	**178.40**	**403.30**	**35.68**	**121.44**	**196.40**	**39.28**	**1964.01**	**$97,427.71**	**$49.61**
WAGE RATES	**69.32**	**70.38**	**54.73**	**37.04**	**34.38**	**25.92**	**30.16**	**$36.88**	**$32.00**			
TOTAL DIRECT COSTS	**$13,614.45**	**$30,784.21**	**$19,468.01**	**$6,607.94**	**$13,865.45**	**$924.83**	**$3,662.63**	**$7,243.23**	**$1,256.96**		$97,427.71	

Notes:

1 This sheet to be used by Prime Consultant to calculate the Grand Total fee

2 Manually enter fee from each subconsultant Unused subconsultant rows may be hidden

Salary Related Costs			
Total Activity Salary Costs			$97,427.71
Overhead Activities		120.06%	$116,971.71
Subtotal Salary Related Costs (Limiting Amount)			**$214,399.42**
Operating Margin (Fixed Fee)		12.00%	$25,727.93
Expenses			
Direct Reimbursables (Out-of-Pocket)			$1,798.69
Subtotal Expenses (Lump Sum)			$1,798.69
Subconsultants			
Subconsultant:	PDG		$61,582.37
Subconsultant:	WAK		$42,823.31
GRAND TOTAL (Maximum Limiting Amount)			$346,331.72

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Estimator: Chris Cromwell

599-525
Single-Line DMS Upgrade

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Index of Drawings	Sheet	0	0	0	0	
9.2	Project Layout	Sheet	0	0	0	0	
9.3	General Notes and Bid Item Notes	Sheet	1	8	1	8	
9.4	Miscellaneous Common Details	Sheet	0	0	0	0	
9.5	Incorporate Report of Core Borings	Sheet	8	3	8	24	
9.6	Existing Bridge Plans	LS	1	0		0	
9.7	Assemble Computation Book and Quantities	LS	1	0		0	
9.8	Cost Estimate	LS	1	3		3	Coordination only
9.9	Technical Special Provisions	LS	1	0		0	
Structures - Summary and Miscellaneous Tasks and Drawings Subtotal					9	35	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	0	0	0	0	0	0	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
17	Retaining Walls	0								0	
18	Miscellaneous Structures	295									295

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Structures Technical Subtotals		295	0	0	0	0	0	0	0	0	295
Task No.	**Task**	**Units**	**No. of Units**	**Hours per Unit**	**Total**	**Comments**					
9.10	Field Reviews	LS	1	56	56	7 days for 52 DMS					
9.11	Technical Meetings	LS	1	14	14	Meetings are listed below					
9.12	Quality Assurance/Quality Control	LS	%	5%	16.5						
9.13	Independent Peer Review	LS	%	0%	0						
9.14	Supervision	LS	%	5%	16.5						
Structures Nontechnical Subtotal					103						
9.15	Coordination	LS	%	3%	12.99						
9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total					150.99						

Technical Meetings

BDR Coordination/Review	EA	0	0	0	
90/100% Comment Review	EA	0	0	0	
Aesthetics Coordination	EA	0	0	0	
Regulatory Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	0	0	0	
Utility Companies	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**0**	
Progress Meetings	EA	8	1	8	8 meeting x 1 people x 1 hour
Phase Review Meetings	EA	3	2	6	3 meeting x 1 people x 2 hour
Total Meetings				**14**	

Carries to 9.11

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

Project Activity 18: Structures - Miscellaneous

Estimator: Chris Cromwell

599-525
Single-Line DMS Upgrade

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	0	0	0	0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0	0	0	
	Strain Poles						
18.3	Steel Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
18.4	Concrete Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
	Mast Arms						
18.5	Mast Arms	EA Pole	0	0		0	
	Overhead/Cantilever Sign Structures						
18.6	Cantilever Sign Structures	EA Design	0	0	0	0	
18.7	Overhead Span Sign Structures	EA Design	0	0	0	0	
18.8	Special (Long Span) Overhead Sign Structures	EA Design	0	0	0	0	
18.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	
	High Mast Lighting						
18.11	High Mast Lighting Structures	EA Design	0	0	0	0	

Project Activity 18: Structures - Miscellaneous

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Sound Barrier Walls (Ground Mount)						
18.12	Horizontal Wall Geometry	EA Wall	0	0		0	
18.13	Vertical Wall Geometry	EA Wall	52.00	3.38		176	Review information provided by CFX and summarize field review (52 hours), Analyze 8 Span Structures (8 x 8 hours = 64 hours), Evaluate existing vs proposed loading condition (12 hours), Design 1-Line DMS supports (Vertical hangers, spacers, hardware: 52 locations, assume 4 design groups x 12 hours = 48 hours). 52+64+12+48 = 176 hours
18.14	Summary of Quantities - Aesthetic Requirements	Sheet	0	0		0	
18.15	Control Drawings	Sheet	0	0		0	
18.16	Design for Wall Height Covered by Standards	EA Design	0	0		0	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0	0	0	
18.18	Aesthetic Details	LS	3	12	3	36	3 sheets of 1-Line DMS support details
	Special Structures						
18.19	Fender System	LS	1	0		0	
18.20	Fender System Access	LS	1	0		0	
18.21	Special Structures	LS	1	0		0	
18.22	Other Structures	LS	39	2.13	5	83	39 new camera sites (16 new CCTV poles, 23 structure-mounted cameras): 1 review CFX designs of a steel CCTV pole (1 x 16 hours = 16 hours) and detail sheets (3 sheets x 4 hours = 12 hours); foundation design for 16 pole locations (assume 4 design groups by soil surface condition and geotechnical parameters x 4 hours per design group = 16 hours) and details sheets (1 sheets x 12 hours = 12); assist with miscellaneous design and details of structure-mounted camera scenarios (1 new design x 6 hours = 6 hours) and detail sheets (2 sheets x 10 hours + 1 sheet (existing) x1 hour = 21 hours). 16 + 12 + 16 + 12 + 6 + 21 = 83 hours
	18. Structures - Miscellaneous Total				**8**	**295**	

Project Activity 33: Intelligent Transportation Systems Analysis

Firm: URS Estimator: Alex Mousadi

599-525
Single-Line DMS Upgrade

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	1	8	8	Review existing documentation. 8 hours for URS and 8 hours for Protean
33.2	Communications Plan Analysis	LS	1	8	8	Communication plan & detail sheets. New communications will include only point to point using media converters between the camera sites and the closes cabinet using
33.3	Lightning Protection Analysis	Per Site	1	8	8	8 hours for DMS sites, and 8 hours for CCTV sites x 4 hour pre site
33.4	Power Subsystem	LS	1	36	36	Assume 9 sites will need service modified due to ageing x 4hours each.
33.5	Voltage Drop Calculations	LS	1	12	12	Two voltage drop calculations One for 800'>, and a second for >800' locations
33.6	Design Documentation	LS	1	12	12	12 hours each firm
33.7	Existing ITS System	LS	1	16	16	Three existing configuration (DCS, and CCTV) x 8 hours
33.8	Queue Analysis	PI	0	0	0	NA
33.9	Reference and Master ITS Design File	PI	64	1.5	96	Modified 50 URS DCS plan sheets to show as existing (12hrs) + Add 14 missing coverage sheet (6x14=84hrs) for a total of 96hrs
33.10	Reference and Master Communications Design File	PI	17	3.76	64	Include utility information for 17 location were propose conduit will be utilized x 3.76 hrs
33.11	Pole Elevation Analysis	LS	0	0	0	
33.12	Sign Panel Design Analysis	LS	0	0	0	One guide sign sheet.
33.13	Quantities	Sheet	64	4	256	
33.14	Cost Estimate	LS	1	12	12	3 submittals x 4 hrs per submittal
33.15	Technical Special Provisions	LS	1	0	0	CFX will provide sign and sealed specifications.
33.16	Other ITS Analyses	LS	0	0	0	Modify existing static sign lighting luminaire shield.
Intelligent Transportation Systems Analysis Technical Subtotal					**528.0**	

Project Activity 33: Intelligent Transportation Systems Analysis

Firm: URS Estimator: Alex Mousadi

599-525
Single-Line DMS Upgrade

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.17	Field Reviews	LS	1	80	80	52 DMS sites a 80 hrs (URS)
33.18	Technical Meetings	LS	1	0	43	Meetings are listed below
33.19	Quality Assurance/Quality Control	LS	%	5%	26.4	
33.20	Supervision	LS	%	5%	26.4	
Intelligent Transportation Systems Analysis Nontechnical Subtotal					**175.8**	
33.21	Coordination	LS	%	3%	21.11	
33. Intelligent Transportation Systems Analysis Total					**724.91**	

Technical Meetings

Kickoff Meeting with OOCEA	EA	1	7	7	3 people x 2 hours + 1 hour for prep and minutes
Local Governments (cities, counties, MPO)	EA	0	0	0	
Utility Owners	EA	0	0	0	
Field Meetings	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**7**	
Progress Meetings (if required by FDOT)	EA	8	3	24	8 meeting x 2 people x 1 hour + 1 hrs prep & minutes x 8 meetings
Phase Review Meetings	EA	3	4	12	3 meetings x 2 people x 2 hrs
Total Meetings				**43**	

Firm: URS Estimator:Alex Mousadi Project Activity 34: Intelligent Transportation Systems Plans 599-525
Single-Line DMS Upgrade

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
34.1	Key Sheet		Sheet	1	6	1	6	
34.2	Summary of Pay Items-including Designer Interface (Trns•port) Input		Sheet	1	10	1	10	
34.3	Tabulation of Quantities		Sheet	7	6	7	42	
34.4	General Notes/Pay Item Notes		Sheet	5	6	5	30	3 CFX standard notes x 4 hrs + 2 developed notes x 9 hrs = 30 hrs
34.5	Project Layout		Sheet	2	6	2	12	
34.6	Typical and Special Details		Sheet	16	4.4375	16	71	Summary of Device Tables (2) + Pole Data Sheet (1) + Ethernet Switch Details (1) + Route Marker Detail (1) + Concrete slope Detail (1) + Conduit and Pull Box Details (5) + Directional Bore Details (3) + Toll Plaza Entrance Detail (1) + LMS (1)
34.7	Plan Sheet		Sheet	64	6.875	64	440	
34.8	ITS Communications Plans		Sheet	8	4.5	8	36	7 new sheets x 8 hrs + 16 CFX sheets x 1 hrs
34.9	Fiber Optic Splice Diagrams		Sheet	0	0	0	0	Point to point fiber connection no diagrams needed
34.10	Lightning Protection Plans		Sheet	0	0	0	0	Lightning Protection to be included on the detail hours.
34.11	Cross Sections		Sheet	2	10	2	20	Two DMS location the sign will be moved horizontally
34.12	Guide Sign Worksheet(s)		Sheet	0	0	0	0	
34.13	Special Service Point Details		Sheet	9	6	9	54	Assuming 9 sites will need the service modified due to aging.
34.14	Strain Pole Schedule		Sheet	0	0	0	0	Structure Details include 40' CCTV Pole
34.15	Overhead/Cantilever Sign Structure		Sheet	0	0	0	0	See structural sheets
34.16	Other Overhead Sign Structures (Long Span, Monotube, etc.)		Sheet	0	0	0	0	See structural sheets
34.17	Traffic Control Plans		Sheet	0	0	0	0	Assume 10 MOT configuration x 8 hour each.
34.18	Interim Standards		Sheet	0	0	0	0	
34.19	GIS Data and Asset Management Requirements		LS	0	0	0	0	
	Intelligent Transportation System Plans Technical Subtotal					**115**	**721**	
34.20	Quality Assurance/Quality Control		LS	%	5%		36.05	
34.21	Supervision		LS	%	5%		36.05	
	34. Intelligent Transportation System Plans Total					**115**	**793**	

CFX - Contract 00921 / Project 599-520
Design Consultant Services for Single-Line DMS Upgrade
MISCELLANEOUS & OUT-OF-POCKET EXPENSES

REPRODUCTION COST:

Submittal Item	Copies	Submittals	Sheets per Submitttal	Total 11x17	Total 8.5x11
Project Schedule	3	2	2	12	
Quality Control Plan	5	1	20		100
Design Methodology Report					
Site Construction Plans	10	3	160	4800	
Site Design Calculations	5	2	250		2500
Technical Specifications					
Construction Cost Estimate	10	3	2		60
			Totals	4812	2660

TOTAL SHEETS	4,812	2,660			
11 x 17		4,812 sheets @	$0.15	=	$721.80
8.5 x 11		2,660 sheets @	$0.05	=	$133.00
8.5 x 11 color		0 each @	$0.55	=	$0.00
11 x 17 color		0 each @	$0.99	=	$0.00
Screw Posts		90 each @	$1.50	=	$135.00
Hole Punch		4,812 each @	$0.02	=	$96.24
TOTAL REPRODUCTION COSTS					$1,086.04

TRAVEL From: Orlando

To Project:

Field Trips	13	Locations	1	Locations/trip	50	mi/trip	$0.445 /mi	$289.25
Bucket Trailer	0	Locations	1	Locations/trip	80	mi/trip	$0.445 /mi	$0.00
TOTAL TRAVEL COSTS								$289.25

SHIPPING & TELEPHONE

Telephone	4 months @	$70.00 /month	$280.00
Courier Services	3 each @	$47.80 /each	$143.40
Overnight Delivery	0 each @	$21.37 /each	$0.00

Rental

Ground Tester (2 units x 1 month/unit)	0 months @	$1,500.00 /month	$0.00
Bucket Trailer (1 unit x 3 weeks)	0 weeks @	$1,200.00 /week	$0.00

TOTAL EXPENSES (Lump Sum) **$1,798.69**

PDG STAFF HOUR ESTIMATION
FOR
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Single Line DMS Upgrade Project No. 599-525
Subconsultant to URS

5/26/15

CENTRAL FLORIDA EXPESSWAY AUTHORITY

CFX Project Number: 599-525

DESCRIPTION: Single-Line DMS Upgrade

URS Corporation

OOCEA Contract No.: 001086

SUMMARY FEE SHEET

Staff Classification	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineering Intern	Engineering Technician	Secretary / Clerical	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total Manhours	Total Cost	Average Rate
3 Project General and Project Common Tasks															
4 Roadway Analysis															
5 Roadway Plans															
6a Drainage Analysis															
6b Drainage Plans															
7 Utilities			40 70	29 60			3 70						74 00	$3,714	$50
8 Environmental Permits, Compliance & Clearances															
9 Structures - Misc. Tasks, Dwgs, Non-Tech															
10 Structures - Bridge Development Report															
11. Structures - Temporary Bridge															
12 Structures - Short Span Concrete Bridge															
13 Structures - Medium Span Concrete Bridge															
14 Structures - Structural Steel Bridge															
15 Structures - Segmental Concrete Bridge															
16 Structures - Movable Span															
17. Structures - Retaining Walls															
18 Structures - Miscellaneous															
19 Signing & Pavement Marking Analysis															
20 Signing & Pavement Marking Plans															
21 Signalization Analysis															
22 Signalization Plans															
23 Lighting Analysis															
24. Lighting Plans															
25 Landscape Architecture Analysis															
26 Landscape Architecture Plans															
v (Field & Office Support)															
rammetry															
2 ping															
30 Terrestrial Mobile LiDAR															
31 Architecture Development															
32 Noise Barriers Impact Design Assessment															
33 Intelligent Transportation Systems Analysis	47 46	8 90		69 99	100 86	50 43							296 64	$10,290	$35
34 Intelligent Transportation Systems Plans	21 82	4 09		31 37	45 01	34 10							136 39	$4,450	$33
35 Geotechnical															
TOTAL MANHOURS	**69**	**13**	**41**	**150**	**146**	**85**	**4**						**507**	**$18,454.27**	**$36.40**
WAGE RATES	**$50.46**	**$71.35**	**$59.26**	**$42.09**	**$27.59**	**$14.50**	**$15.20**								
TOTAL DIRECT COSTS	**$3,497.25**	**$928.84**	**$2,411.88**	**$6,311.82**	**$4,024.55**	**$1,225.69**	**$56.24**							$18,454.27	

Survey Field Days by Subconsultant
4 - Person Crew

Salary Related Costs		
Total Activity Salary Costs		$18,454.27
Overhead Activities	194.18%	$35,834.50
Subtotal Salary Related Costs (Limiting Amount)		$54,288.77
Operating Margin (Fixed Fee)	12%	$6,514.65
Expenses		
Direct Reimbursables (Out-of-Pocket)		$778.95
Subtotal Expenses (Lump Sum)		$778.95
GRAND TOTAL (Maximum Limiting Amount)		$61,582.37

Notes:
1 This sheet to be used by Prime Consultant to calculate the Grand Total fee

2 Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden

Project Activity 7: Utilities

Estimator: Carlos Adair

CFX 1-Line DMS Project
CFX 599-525

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	2	2	Meeting is listed below
7.2	Identify Existing Utility Agency Owners (UAO(s))	LS	8	1	8	8 UAO's Identified in Districtwide Exhibit
7.3	Make Utility Contacts	LS	8	2	16	8 UAO's Identified in Districtwide Exhibit, 2 hours per UAO
7.4	Exception Processing	LS	0	0	0	N/A
7.5	Preliminary Utility Meeting	LS	1	0	0	Meeting is listed below
7.6	Individual/Field Meetings	LS	1	4	4	Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	8	1	8	8 UAO's Identified in Districtwide Exhibit
7.8	Subordination of Easements Coordination	LS	0	0	0	N/A
7.9	Utility Design Meeting	LS	1	2	2	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	8	1	8	8 UAO's Identified in Districtwide Exhibit
7.11	Utility Coordination/Followup	LS	8	2	16	8 UAO's Identified in Districtwide Exhibit, 2 hours per UAO
7.12	Utility Constructability Review	LS	8	1	8	8 UAO's Identified in Districtwide Exhibit
7.13	Additional Utility Services	LS	0	0	0	N/A
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	0	0	0	N/A
7.15	Contract Plans to UAO(s)	LS	0	0	0	N/A
7.16	Certification/Close-Out	LS	1	2	2	Certification Letter
7.17	Other Utilities	LS	0	0	0	N/A
				7. Utilities Total	74	

Project Activity 7: Utilities

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	2	2		0
Preliminary Meeting (see 7.5)	EA	0	0	0		0
Individual UAO Meetings (see 7.6)	EA	1	4	4		0
Field Meetings (see 7.6)	EA	0	0	0		0
Design Meeting (see 7.9)	EA	1	2	2		0
Other Meetings *(this is automatically added into Utilities Total (cell F27))*	EA	0	0	0		0
Total Meetings				8	**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: Carlos Adair

CFX 1-Line DMS Project
CFX 599-525

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	0	0	
19.8	Cost Estimate	LS	1	0	0	
19.9	Technical Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
	Signing and Pavement Marking Analysis Technical Subtotal				**0**	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	0%	0	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	0%	0	
	Signing and Pavement Marking Analysis Nontechnical Subtotal				**0**	
19.16	Coordination	LS	%	0%	0	
	19. Signing and Pavement Marking Analysis Total				**0**	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0		0
Queue Length Analysis	EA	0	0	0		0
Local Governments (cities, counties)	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				**0**	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*	- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	- -
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

33. ITS Analysis

Estimator: Carlos Adair

CFX 1-Line DMS Project
CFX 599-525

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	1	8	8	Review existing documentation. 8 hours for URS and 8 hours for Protean
33.2	Communications Plan Analysis	LS	1	16	16	Communication plan & detail sheets. New communications will include only point to point using media converters between the camera sites and the closes cabinet using separate fiber runs. PDG 16 for detail development. URS 8 hours for conduit
33.3	Lightning Protection Analysis	Per Site	1	8	8	8 hours for DMS sites, and 8 hours for CCTV sites x 4 hour pre site
33.4	Power Subsystem	LS	0	0	0	Assume 9 sites will need service modified due to ageing x 4hours each
33.5	Voltage Drop Calculations	LS	0	0	0	Two voltage drop calculations One for 800'>, and a second for >800' locations
33.6	Design Documentation	LS	1	12	12	12 hours each firm
33.7	Existing ITS System	LS	1	8	8	Three existing configuration (TMS) x 8 hours
33.8	Queue Analysis	PI	0	0	0	NA
33.9	Reference and Master ITS Design File	PI	0	0	0	Modified 50 URS DCS plan sheets to show as existing (12hrs) + Add 14 missing coverage sheet (6x14=84hrs) for a total of 96hrs
33.10	Reference and Master Communications Design File	PI	0	0.00	0	Include utility information for 17 location were propose conduit will be utilized x 3.76 hrs
33.11	Pole Elevation Analysis	LS	1	42	42	16 new camera and pole locations x 2 hrs each + 10 hrs for 23 new camera locations on existing structure = 42
33.12	Sign Panel Design Analysis	LS	1	4	4	One guide sign sheet
33.13	Quantities	Sheet	0	0	0	
33.14	Cost Estimate	LS	0	0	0	3 submittals x 4 hrs per submittal
33.15	Technical Special Provisions	LS	1	0	0	CFX will provide sign and sealed specifications
33.16	Other ITS Analyses	LS	1	32	32	Modify existing static sign lighting luminaire shield
	Intelligent Transportation Systems Analysis Technical Subtotal				**130**	

33. ITS Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.17	Field Reviews	LS	1	129	129	39 new CCTV sites
33.18	Technical Meetings	LS	1	16	16	Meetings are listed below
33.19	Quality Assurance/Quality Control	LS	%	5%	6.5	
33.20	Supervision	LS	%	5%	6.5	
	Intelligent Transportation Systems Analysis Nontechnical Subtotal				**158**	
33.21	Coordination	LS	%	3%	8.64	
	33. Intelligent Transportation Systems Analysis Total				**296.64**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	1	2	2	1 people x 2 hours	1
Local Governments (cities, counties, MPO)	EA	0	0	0		0
Utility Owners	EA	0	0	0		0
Field Meetings	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				**2**	**Subtotal Project Manager Meetings**	**1**
Progress Meetings (if required by FDOT)	EA	8	5	8	8 meeting x 1 people x 1 hour	**
Phase Review Meetings	EA	3	8	6	3 meetings x 1 people x 2 hrs	**
Total Meetings				**16**	**Total Project Manager Meetings (carries to Tab 3)**	**1**

34. ITS Plans

Estimator: Carlos Adair

CFX 1-Line DMS Project
CFX 599-525

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
34.1	Key Sheet		Sheet	0	0	0	0	
34.2	Summary of Pay Items-including Designer Interface (Trns•port) Input		Sheet	0	0	0	0	
34.3	Tabulation of Quantities		Sheet	0	0	0	0	
34.4	General Notes/Pay Item Notes		Sheet	0	0	0	0	3 CFX standard notes x 4 hrs + 2 developed notes x 9 hrs = 30 hrs
34.5	Project Layout		Sheet	0	0	0	0	
34.6	Typical and Special Details		Sheet	0	0	0	0	Summary of Device Tables (2) + Pole Data Sheet (1) + Ethernet Switch Details (1) + Route Marker Detail (1) + Concrete slope Detail (1) + Conduit and Pull Box Details (5) + Directional Bore Details (3) + Toll Plaza Entrance Detail (1) + LMS (1)
34.7	Plan Sheet		Sheet	0	0	0	0	
34.8	ITS Communications Plans		Sheet	15	2.4	15	36	7 new sheets x 8 hrs + 16 CFX sheets x 1 hrs
4.9	Fiber Optic Splice Diagrams		Sheet	0	0	0	0	Point to point fiber connection no diagrams needed
34.10	Lightning Protection Plans		Sheet	0	0	0	0	Lightning Protection to be included on the detail hours.
34.11	Cross Sections		Sheet	0	0	0	0	Two DMS location the sign will be moved horizontally
34.12	Guide Sign Worksheet(s)		Sheet	1	8	1	8	New guide sign for University Signs.
34.13	Special Service Point Details		Sheet	0	0	0	0	Assuming 9 sites will need the service modified due to aging.
34.14	Strain Pole Schedule		Sheet	0	0	0	0	Structure Details include 40' CCTV Pole
34.15	Overhead/Cantilever Sign Structure		Sheet	0	0	0	0	See structural sheets
34.16	Other Overhead Sign Structures (Long Span, Monotube, etc.)		Sheet	0	0	0	0	See structural sheets
34.17	Traffic Control Plans		Sheet	10	8	10	80	Assume 10 MOT configuration x 8 hour each.
34.18	Interim Standards		Sheet	0	0	0	0	
34.19	GIS Data and Asset Management Requirements		LS	0	0	0	0	
	Intelligent Transportation System Plans Technical Subtotal					**26**	**124**	

34. ITS Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
34.20	Quality Assurance/Quality Control		LS	%	5%		6.2	
34.21	Supervision		LS	%	5%		6.2	
	34. Intelligent Transportation System Plans Total					**26**	**136.4**	

OOCEA - Contract 00921 / Project 599-520
#REF!
MISCELLANEOUS & OUT-OF-POCKET EXPENSES

REPRODUCTION COST:

Submittal Item	Copies	Submitt	Sheets per Submitttal	Total 11x17	Total 8.5x11
Project Schedule	0	0	0	0	
Quality Control Plan	5	3	26	390	
Design Methodology Report	0	0	0	0	
Site Construction Plans	0	0	26	0	
Site Design Calculations	0	0	0		0
Technical Specifications					
Construction Cost Estimate	0	0	0		0
			Totals	390	0
TOTAL SHEETS	390		0		

11 x 17	390 sheets @	$0.15	=	$58.50
8.5 x 11	0 sheets @	$0.05	=	$0.00
8.5 x 11 color	0 each @	$0.55	=	$0.00
11 x 17 color	0 each @	$0.99	=	$0.00
Screw Posts	0 each @	$1.50	=	$0.00
Hole Punch	390 each @	$0.02	=	$7.80
TOTAL REPRODUCTION COSTS				$66.30

TRAVEL From: Orlando
To Project:

Field Trip	13 Locations	1 ocations/tr	50	mi/trip	$0.445	/mi	$289.25
Bucket Tı	0 Locations	1 ocations/tr	80	mi/trip	$0.445	/mi	$0.00
TOTAL TRAVEL COSTS							$289.25

SHIPPING & TELEPHONE

Telephone	4 months @	$70.00 /month	$280.00
Courier Services	3 each @	$47.80 /each	$143.40
Overnight Delivery	0 each @	$21.37 /each	$0.00

Rental

Ground Tester (2 units x 1 month/unit)	0 months @	$1,500.00 /month	$0.00
Bucket Tı (1 unit x 3 weeks)	0 weeks @	$1,200.00 /week	$0.00

TOTAL EXPENSES (Lump Sum) **$778.95**

AWK STAFF HOUR ESTIMATION
FOR
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Single Line DMS Upgrade Project No. 599-525
Subconsultant to URS

5/26/15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Number: _____

DESCRIPTION

LRS Corporation

OOCEA Contract No.: 861086

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Chief Engineer Hours	Senior Engineer Hours	Geotechnical Engineer Hours	Senior Engineering Tech Hours	Engineering Tech Hours	CADD Operator Hours	Admin Assistant Hours	Staff Classification 8 Hours	Staff Classification 9 Hours	Staff Classification 10 Hours	Staff Classification 11 Hours	Staff Classification 12 Hours			PERCENT
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9. Structures - Misc. Tasks, Dwgs, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architectural Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	213.62	2.14	19.23	115.35	21.36	8.41	42.72	6.41	0.00	0.00	0.00	0.00	0	213.62	235	
TOTALS	214	2	19	115	21	8	43	6	0	0	0	0	0	**213.62**	**235**	

Field Survey Estimate:

0 4-man crew days

FIRM TOTAL **213.62** **235**

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 53 to 56 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: Project Number

Project Name: OOCEA Contract No.: 001096

FAP Number: #REF!

Date: 5/26/2015

Name of Consultant: #REF!

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet - Firm Total	Chief Engineer	Senior Engineer	Geotechnical Engineer	Senior Engineering Tech	Engineering Tech	CADD Operator	Admin Assistant	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
3. Project General and Project Common Tasks	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
4. Roadway Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
5. Roadway Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6a. Drainage Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6b. Drainage Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits, Compliance & Clearances	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
9. Structures - Misc. Tasks, Dwgs. Non-Tech.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
10. Structures - Bridge Development Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
20. Signing & Pavement Marking Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Architecture Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Architecture Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	213.82	1.0%	9.0%	54.0%	10.0%	3.0%	23.0%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%

CENTRAL FLORIDA EXPESSWAY AUTHORITY

Project Number: 599-525

DESCRIPTION: Single-Line DMS Upgrade

URS Corporation

OOCEA Contract No.: 001086

SUMMARY FEE SHEET

ACTIVITY MANHOURS	Chief Engineer	Senior Engineer	Geotechnical Engineer	Senior Engineering Tech	Engineering Tech	CADD Operator	Admin Assistant	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total Manhours	Total Cost	Average Rate
3 Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
5 Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
6a Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
6b Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
7 Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
8 Environmental Permits, Compliance & Clearan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
9 Structures - Misc. Tasks, Dwgs, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
10 Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
11 Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
12 Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
17 Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
18 Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
19 Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
20 Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
[illegible]ng Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
[illegible]cape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
26 Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
27 Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
28 Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
30 Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
31 Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
32 Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
33 Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
34 Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0.00
35 Geotechnical	2	19.23	115.35	21.36	6.41	42.72	5.41	0.00	0.00	0.00	0.00	0.00	213.62	$9,050	$42.36
TOTAL MANHOURS	**2**	**19**	**115**	**21**	**6**	**43**	**5**	**0**	**0**	**0**	**0**	**0**	**214**	**$9,049.74**	
WAGE RATES	**$77.35**	**$55.29**	**$49.42**	**$27.87**	**$19.50**	**$26.94**	**$25.55**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
TOTAL DIRECT COSTS	**$165.53**	**$1,063.23**	**$5,700.60**	**$595.30**	**$125.00**	**$1,236.32**	**$163.78**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		$9,049.74	$42.36

Salary Related Costs		
Total Activity Salary Costs		$9,049.74
Overhead Activities	135.85%	$12,294.07
Subtotal Salary Related Costs (Limiting Amount)		**$21,343.81**
Operating Margin (Fixed Fee)	12%	**$2,561.26**
Expenses		
Geotechnical Field and Lab Testing		$18,780.00
Subtotal Expenses (Lump Sum)		**$18,780.00**
GRAND TOTAL (Maximum Limiting Amount)		**$42,685.07**

Notes:

1 This sheet to be used by Subconsultant to calculate its fee

35 Geotechnical

Estimator: Rachel F. Andre'

Siagla-Lane DMS Upgrade
529-525

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	16	16	
35.2	Develop Detailed Boring Location Plan	LS	1	0	0	
35.3	Stake Borings/Utility Clearance	Boring	0	0	0	
35.4	Muck Probing	Crew Day	0	0	0	
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	
35.6	Drilling Access Permits	Location	0	0	0	
35.7	Property Clearances	EA	0	0	0	
35.8	Groundwater Monitoring	EA	0	0	0	
35.9	LBR/Resilient Modulus Sampling	EA	0	0	0	
35.10	Coordination of Field Work	100 lf of boring	0	0	0	
35.11	Soil and Rock Classification - Roadway	100 lf of boring	0	0	0	
35.12	Design LBR	LS	1	0	0	Only if LBR tests are required
35.13	Laboratory Data	100 lf of boring	0	0	0	
35.14	Seasonal High Water Table	Boring	0	0	0	
35.15	Parameters for Water Retention Areas	EA	0	0	0	
35.16	Delineate Limits of Unsuitable Material	Cross-section	0	0	0	
35.17	Electronic Files for Cross-Sections	100 lf of boring	0	0	0	Duplication of Roadway Effort?
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	
35.19	Protection of Existing Structures	LS	1	0	0	
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	Duplication of Drainage Effort?
35.21	Geotechnical Recommendations	LS	1	0	0	
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	0	0	
35.23	Preliminary Roadway Report	LS	1	0	0	
35.24	Final Report	EA	1	0	0	
35.25	Auger Boring Drafting	100 lf boring	0	0	0	
35.26	SPT Boring Drafting	100 lf boring	0	0	0	
				Roadway Geotechnical Subtotal	**16**	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	1	1	1	
35.28	Stake Borings/Utility Clearance	Boring	10	0.5	5	Assume 10 locations, review accessibility/rig type
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	2	2	4	
35.30	Drilling Access Permits	Location	0	0	0	
35.31	Property Clearances	EA	0	0	0	
35.32	Collection of Corrosion Samples	EA	0	0	0	
35.33	Coordination of Field Work	100 lf of boring	4.6	1.25	6	10 borings @ 40' contingency of extra 60 feet, total of 460 feet
35.34	Soil and Rock Classification - Structure	100 lf of boring	4.6	2	9	
35.35	Tabulation of Laboratory Data	100 lf of boring	4.6	0.8	4	
35.36	Estimate Design Groundwater Level for Structures	EA	10	0.5	5	
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	
35.38	Detailed Analysis of Selected Foundation Alternative(s)	Bridge boring	0	0	0	See Basis for reducing by 35.35
35.39	Bridge Construction and Testing Recommendations	Bridge boring	0	0	0	
35.40	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	Duplication of Structural Effort?
35.41	Walls	Wall Boring	0	0	0	
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	Duplication of Structural Effort?
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	10	0.8	13	
35.44	Box Culvert Analysis	EA	0	0	0	
35.45	Preliminary Report - BDR	EA	0	0	0	
35.46	Final Report - Bridge and Associated Walls	EA	0	0	0	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights.	EA	2	35	70	
35.48	SPT Boring Drafting	100 lf of boring	4.6	9	41	
35.49	Other Geotechnical	LS	1	0	0	
			Structural Geotechnical Subtotal		**161**	
			Geotechnical Technical Subtotal		**177**	
35.50	Technical Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	8	8	
35.52	Technical Meetings	LS	1	8	8	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	5%	3%	5.31	
35.54	Supervision	LS	5%	3%	5.31	
			Geotechnical Nontechnical Subtotal		**26.62**	
35.55	Coordination	LS	5%	5%	10	
				35. Geotechnical Total	**213.62**	

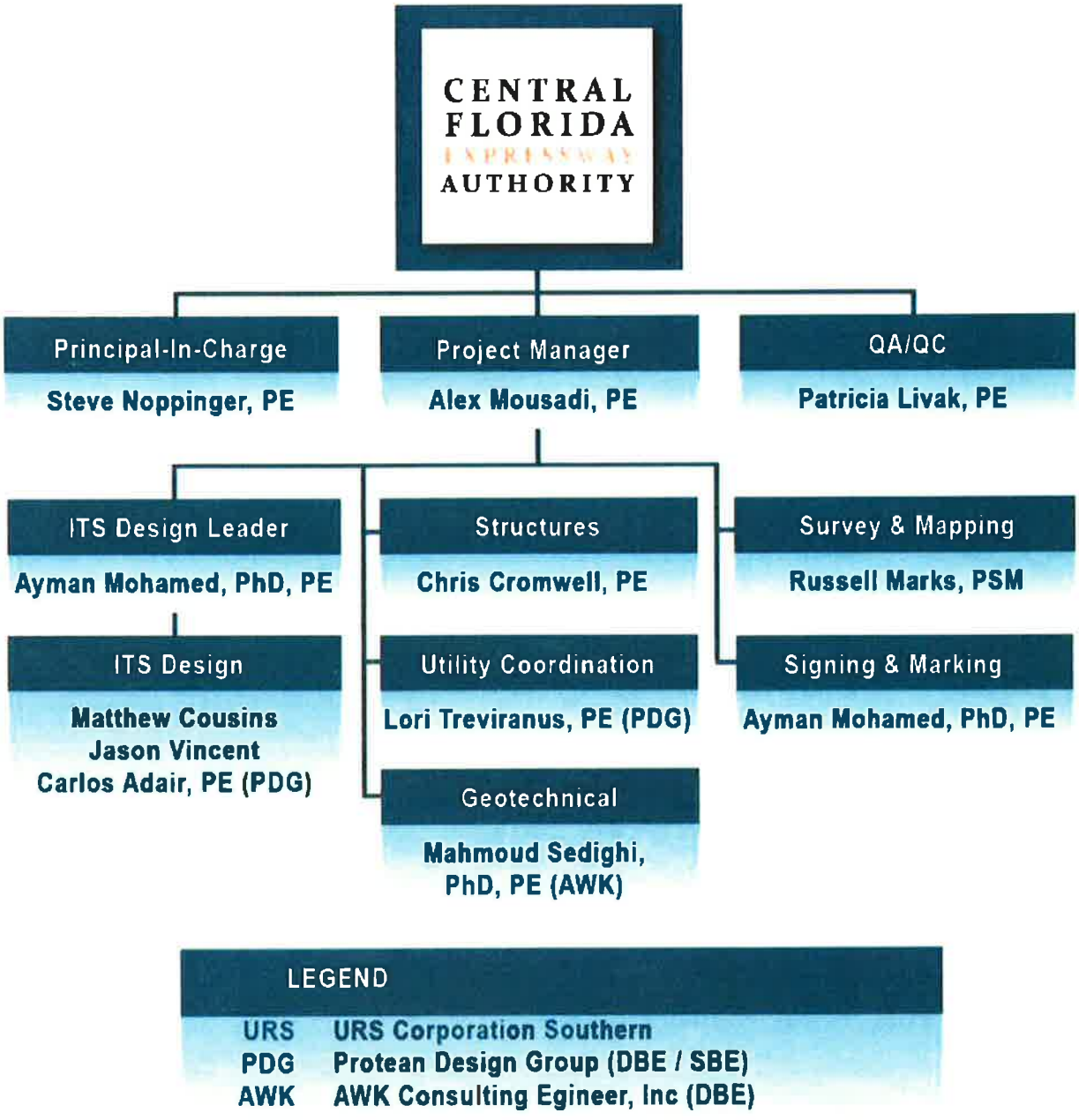
35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments	
Technical Meetings		**Units**	**No of Units**	**Hours/ Unit**	**Total Hours**	**PM Attendance at Meeting Required?**	**Number**
Kickoff Meeting with FDOT		EA	1	4	4		0
Boring Layout Approval		EA	0	0	0		0
Attend in SDR Review Meeting		EA	0	0	0		0
30/60/90% Submittal Review		EA	1	4	4		0
Other Meetings		EA	0	0	0		0
Subtotal Technical Meetings					**8**	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)		EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*	--
Phase Review Meetings		EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	--
Total Meetings					**8**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

ORGANIZATION CHART



CONSENT AGENDA ITEM

#8

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: May 21, 2015

RE: Disposal of Inventory

Staff requests authorization to dispose of ITS equipment that is either broken or obsolete to the Authority using the services of Southeastern Data and Gideon Auction House.

Purchase Date/Estimated Purchase Date	Item	Cost/Estimated Cost per each	Quantity	Extended Total	Asset Tag Number
2006	Sirit reader-reads transponders for travel times	$ 1,200.00	2	$ 2,400.00	NA
2006	3 line pixel board-inside DMS on highway	$ 1,400.00	4	$ 5,600.00	NA
2006	IFS transmitter-transmits fiber optic communication	$ 1,500.00	10	$15,000.00	NA
2006	v brick-converts traffic flow video so it can be sent to TV networks or computers	$ 3,000.00	2	$ 6,000.00	NA

CONSENT AGENDA ITEM

#9

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Approval to Renew Agreement for
Insurance Broker Services with
Arthur J. Gallagher Risk Management Services, Inc.
Contract No. 000868

Board approval to renew the referenced contract with Arthur J. Gallagher Risk Management Services, Inc. (Gallagher) for insurance broker services is requested. The current renewal expires on June 29, 2015. The term of the requested renewal, if approved, will be one year beginning June 30, 2015, and ending June 29, 2016, in the amount of $50,000.00.

Under this renewal Gallagher will provide a full range of risk management broker services and work closely with the Authority's Risk Manager to routinely evaluate the Authority's risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000868

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Arthur J. Gallagher Risk Management Services, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated June 30, 2012, whereby the Authority retained the Contractor to perform insurance broker services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 30th day of June, 2015 and ending the 29th day of June, 2016 in the amount of $50,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 29, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 29, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only

_____
General Counsel for the Authority

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

INSURANCE BROKER SERVICES
CONTRACT NO. 000868

CONTRACT DATE: JUNE 30, 2012
CONTRACT AMOUNT: $150,000.00



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, AND FEE PROPOSAL

FOR

INSURANCE BROKER SERVICES

CONTRACT NO. 000868

JUNE 2012

Members of the Board

Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Tanya J. Wilder, Member

Interim Executive Director

Max Crumit, P.E.

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FEE PROPOSAL	FP-1

CONTRACT

This Contract No. 000868 (the "Contract" as defined herein below), is made this 30th day of June, 2012, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., 200 South Orange Avenue, Suite 1350, Orlando, Florida 32804, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide insurance broker services as may be assigned to the contractor by the AUTHORITY; and,

WHEREAS, on or about May 25, 2012, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the only qualified firms that responded to the Request for Proposals and was ultimately selected;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing insurance broker services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other consultants or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONTRACTOR, and
1.5 The Fee Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date first written above. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term and the first renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or

(v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $150,000.00

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the

CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Professional Liability or Errors and Omissions Insurance** Coverage of at least One Million Dollars ($1,000,000) per occurrence.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its

subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONTRACTOR Property,

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property,

8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property, without first notifying AUTHORITY and securing its consent in writing.

11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITYs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

15. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

17. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

19. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORTIY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, or matter.

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

22.4 Obligations upon expiration or termination of the Contract, as set forth in Section 23; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

23.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above below. This Contract was awarded by the Authority's Board of Directors at its meeting on June 27, 2012.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

By: Peter Doyle

Peter Doyle
Print Name

Area President
Title

ATTEST: Audrey DeLuca (Seal)

Approved as to form and execution, only.

Joseph Passiatore
General Counsel for the AUTHORITY

SCOPE OF SERVICES
INSURANCE BROKER SERVICES
CONTRACT NO. 000868

The Contractor shall provide a full range of risk management broker services. This Scope of Services describes the services required by the Authority including, but are not necessarily limited to, the following:

1. Contractor shall work closely with the Authority's Risk Manager to routinely evaluate the Authority's risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way including:

    a. Analyzing the Authority's exposure to loss, the adequacy of coverage and developing options on coverage whether or not currently purchased by the Authority.
    b. Performing catastrophe or other modeling to determine levels of exposure to risks.
    c. Assisting the Authority in evaluating the appropriate levels for risk retention.
    d. Advising on the various alternatives to handling risks through various forms of insurance, self-insurance, deductible levels, etc.
    e. Advising the Authority on insurance matters including, but not limited to, health, life, long term disability, short term disability, vision and dental.
    f. Assisting in the development of risk management policies and procedures for the Authority as requested.
    g. Making recommendations for enhancing the risk and insurance management program, including providing input regarding coverage issues outside the current program.
    h. Providing research assistance and consultation on risk management issues.

2. Performing all tasks related to the renewal process for all types of insurance coverages including:

    a. Developing a marketing plan to include competitively soliciting at least 3 quotes from insurance carriers.
    b. Preparing submissions and specifications for which underwriters may bid.
    c. Making a recommendation for carrier selection, including conducting meetings with Authority management to discuss options.
    d. Finalizing the procurement and execution of all policies required on behalf of the Authority including negotiating terms, conditions, and price.
    e. Preparing renewal binders and endorsements as appropriate.

3. Preparing and issuing all certificates of insurance within 2 days of request or sooner when such request is specified as an emergency.

4. Coordinating notice of claims and/or losses to underwriters when requested and acting as a facilitator during the claim process.

5. Answering questions and resolving coverage issues related to policy coverage as requested, working with the Authority's management, legal counsel and/or auditors in providing needed information and expertise

6. Responding in a timely manner to audit inquiries and attending meetings related to audits involving risk management when requested.

7. Advising the Authority of trends and/or changes in the insurance industry.

8. Making presentations to the Authority's Board of Directors, Board Committees or management if requested.

9. Coordinating reporting of claims with third party administrators if applicable.

10. Reviewing Authority contracts as requested to determine if additional risk exposures are present. Assisting the Authority in re-evaluating insurance requirements for various contracts (design, construction and service). Reviewing certain leases, agreements for insurance requirements, assumption of liability and other risk management issues as requested.

11. Advising the Authority on budgeting for insurance in advance of obtaining quotes for coverage.

12. Preparing and submitting special reports, loss analyzes, etc., as requested.

13. Obtaining proper return premiums, if required, necessitated by mid-term cancellations and validate any additional premiums for accuracy.

14. Coordinating any loss control requests from insurance.

15. Providing general assistance in the administration of the Authority's program.

16. Providing additional services as may be assigned in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization from the Authority to perform the work.

END OF SCOPE OF SERVICES

METHOD OF COMPENSATION
INSURANCE BROKER SERVICES

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

The total amount to be paid by the Authority under the Contract for services, materials and "out of pocket" expenses shall not exceed $150,000.00 for the initial three-year term. The Contractor shall bill the Authority on a semi-annual basis on January 1 and July 1 of each Contract year, based on the amounts set forth in the Fee Proposal for services rendered toward completion of the Scope of Services. Additional services performed shall be compensated based on negotiation of fees or a lump sum amount mutually agreed upon. Additional services shall be billed to the Authority separately from other broker services.

3.0 METHOD OF COMPENSATION

3.1 The Contractor shall have a documented invoice procedure. The Contractor shall prepare and forward invoices to the Authority's Accounts Payable Department. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment.

3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Contractor is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.

3.3 Contractor shall receive and accept the compensation and payment provided in its Fee Proposal and the Contract as full payment, unless otherwise stated, for all labor, materials, expenses, supplies and incidentals required to be provided by the Contractor in the Scope of Services.

3.4 The Contractor shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from the Authority.

3.5 If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or it's designated representative. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Chief Financial Officer, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Contractor.

5.0 PROJECT CLOSEOUT

Final Audit: The Contractor shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Contractor and any or all subcontractors to support the compensation paid the Contractor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts are due to the Authority upon demand. Final payment to the Contractor shall be adjusted for audit results.

END OF SECTION

Transmittal Letter

June 14, 2012

Our Arthur J. Gallagher Risk Management Services, Inc. team would like to thank the Orlando-Orange County Expressway Authority (OOCEA) for the opportunity to respond to the "Request for Proposals for Insurance Broker Services."

Gallagher is uniquely positioned to continue to meet and exceed the needs of OOCEA. As the largest insurance broker specializing in the public sector, we have the experience, resources, and insurance market relationships to significantly impact your risk management costs.

Since our engagement as the Authority's consultant/broker in 2000, Gallagher's recommendations have led to a tangible $2,500,000 reduction in insurance costs for OOCEA. We look forward to your review of the enclosed RFP response and believe you will find Gallagher to again be the best choice to represent OOCEA going forward.

We confirm Gallagher and our account team members exceed OOCEA's General Qualifications as described in Section 1.7.1 of the RFP. These include:

1. Licensed as an insurance broker in the State of Florida
   CONFIRMED

2. Minimum of five (5) years of experience with insurance broker services being the firm's primary business
   CONFIRMED AND EXCEEDED, further details provided in RFP response

3. Have had at least five (5) governmental entities as clients in the past five (5) years
   CONFIRMED AND EXCEEDED, further client listing provided in RFP appendix

4. Be covered for General Liability, Workers' Compensation, and Professional Liability (Errors & Omissions)
   CONFIRMED, proof of insurance included in Appendix

5. Have the servicing office located within the Orange County Standard Metropolitan Statistical Area (Orange, Lake, Osceola and Seminole Counties).
   CONFIRMED, servicing office located in City of Orlando/Orange County

Additionally, we confirm receipt of all addenda associated with this RFP and have included our addendum acknowledgement in the Appendix.

Gallagher commits to providing the services as outlined in Exhibit A of the RFP Requirements without exception.

We appreciate the opportunity to present the unique capabilities of our company to the Authority. Should the evaluation committee have any questions or need further clarification, please don't hesitate to contact us.

Best Regards,

Your Gallagher Team;

Chris Connelly, ARM-P
Area Vice President

Audrey Dellolio, ARM-P
Area Assistant Vice President

Peter Doyle
Area President

Executive Summary

The Executive Summary shall be written in non-technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Executive Summary shall be limited to no more than three (3) pages. A copy of the Proposer's current license as insurance broker shall be attached to the Executive Summary. The copy does not count against the 3 page limit.

We have greatly appreciated the 12 year relationship our firm has had with OOCEA as its consultant and broker. Through this RFP process we look to demonstrate why Gallagher continues to represent the best choice in brokerage firms for OOCEA.

Why Gallagher?

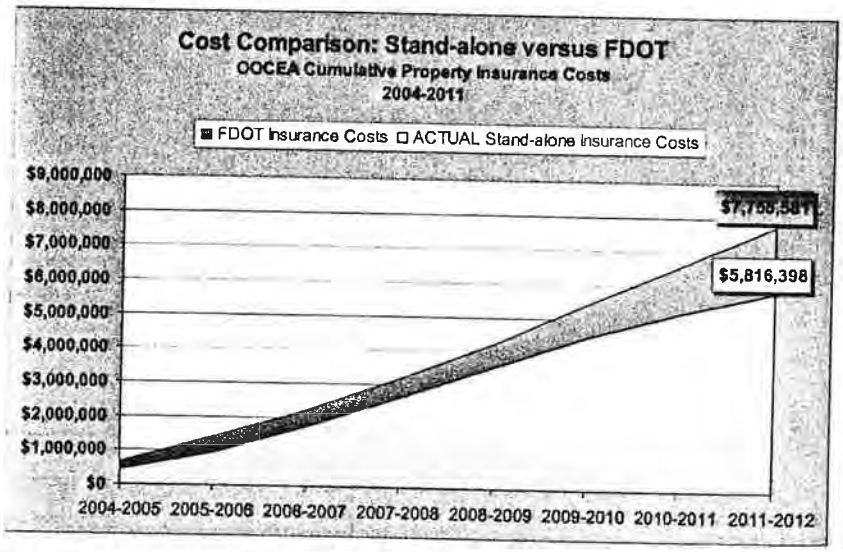
1 | Proven Performance and Cost Reductions for OOCEA

- Since beginning to work with OOCEA in 2000, Gallagher's recommendations have led to **a $2,500,000 tangible decrease in the Authority's insurance expenditures.**
- We have again in 2012 executed for OOCEA with a significant reduction in premium costs. We believe OOCEA will be the only public entity in Central Florida to receive a significant reduction in its property insurance costs in 2012.
- **Other public entities in Central Florida are averaging 20%+ increases (some as high as 80%) in their property insurance costs in 2012 due to drastic changes in windstorm modeling.**

In 2004, Arthur J. Gallagher recommended OOCEA move to a stand-alone insurance program structure due to its geographic location, rather than being part of the state-wide FDOT insurance program.

This recommendation resulted in an immediate $236,429 (35%) cost savings. **Over the past eight years, this recommendation has yielded a ~$2,000,000 savings to OOCEA in direct insurance premium costs.**

In addition, OOCEA currently maintains lower deductibles and a higher dedicated limit of windstorm insurance through its stand-alone program. Please review the exhibit at right for the cumulative cost savings, even during hard market cycles, from Gallagher's recommendation.



Since the initial reductions of 2004, Gallagher has continually negotiated comprehensive coverage for OOCEA at competitive costs. OOCEA currently maintains lower deductibles and rates than any other large Central Florida public entity. On the following page, we have provided an analysis of the stability and continual cost savings Gallagher has been able to achieve for OOCEA.

Policy Year	Total Insured Values	Wind Limit	Annualized Premium Incl. Terrorism	TIV Change	Annual Rate	Rate Change
2004-2005	$476,000,000	$100,000,000	$441,728	-	[illegible]	-35%
2005-2006	$568,096,329	$100,000,000	$500,004	19%	$ 0.0880	-5%
2006-2007	$628,563,474	$50,000,000	$810,761	11%	$ 0.1290	47%
2007-2008	$824,472,840	$50,000,000	$873,259	31%	$ 0.1059	-18%
2008-2009	$919,750,747	$75,000,000	$912,088	12%	$ 0.0992	-6%
2009-2010	$1,044,830,611	$75,000,000	$929,899	14%	$ 0.0890	-10%
2010-2011	$1,003,312,997	$75 MM AOP $50 MM Named Wind	$701,316	-4%	$ 0.0699	-21%
2011-2012	$1,018,635,884	$75 MM AOP $50 MM Named Wind	$647,343	2%	$ 0.0635	-9%
2012-2013	$1,107,676,346	$100,000,000	$578,684	8%	[illegible]	-18%

Since 2004, Gallagher has reduced OOCEA's insurance rate by 44%, providing an annual savings of $450,000. This is in addition to the initial 35% savings OOCEA received in 2004.

2 | Experience with Florida Toll-Road Systems

Gallagher currently services nearly every Expressway Authority in Florida, and brings with it significant experience with the insurance companies and underwriters specializing in this unique class of operations. **Gallagher negotiates insurance coverage for over $7 Billion of bridges/infrastructure exposure in Florida alone.**

3 | Comprehensive Services and Work Plan

As shown later in this RFP response, Gallagher has a variety of resources, experience and knowledge to continue to assist OOCEA with its insurance and risk management programs. We have experts in every area of construction and public sector risk management to assist you.

4 | Company Qualifications and Experience

Gallagher provides a broad range of experience and resources as the 4th largest insurance broker worldwide and the largest broker for public entities across the U.S. We currently provide brokerage services to over 7,000 public entities, including over 100 Florida public entities.

5 | Insurance Market Leader

Gallagher places more than $8 Billion in annual insurance premium per year worldwide, and over $1.2 Billion in public sector premium. In addition, Gallagher is the largest surplus lines property broker in the State, placing coverage for over $150 Billion in total insured values through our Florida offices. We put this leverage to work for OOCEA as is demonstrated by our past accomplishments.

Included on the following pages are more detailed descriptions of Gallagher's experience and qualifications for your review.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

200 S ORANGE AVENUE
SUITE 1350
ORLANDO FL 32801

Agency License Number L049973

Location Number: 172379

Issued On 07/03/2007

Pursuant To Section 626.382, Florida Statutes, This Agency's License Will Expire On 07/03/2013

Pursuant To Section 626.747, Florida Statutes, This Agency Shall Be In The Active Full-Time Charge Of A Licensed General Lines Agent Or Life Or Health Agent Who Is Appointed To Represent One Or More Insurers.

Pursuant To Section 626.172, Florida Statutes, Each Agency Shall Display The License Or Registration Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency.

Jeff Atwater
Chief Financial Officer
State of Florida

TP-4

Understanding and Approach

The Proposer shall demonstrate its understanding of the project objectives and shall discuss the means by which these objectives will be attained.

Gallagher has worked with OOCEA as its consultant/broker since 2000 and has an intimate knowledge of the project objectives. We will continue to meet your scope of services as outlined in Exhibit A. Below you will find an outline of the project approach and services we would continue to deliver for OOCEA.

Initiative	Tasks
Program Analysis	- Discuss with Risk Management philosophy and insurance needs to include but not limited to possible program restructure and policy form changes - Discuss any changes in operations and complete risk assessment - Research new markets, coverage concepts and determine their availability to coordinate with Risk Management goals and objectives - Coordinate property statement of values in designated Excel Format and review Cost Per Square Foot - Analyze cost drivers contributing to the cost of risk
Pre-Renewal Meeting	- Discuss strategic marketing plan, program structure and program price to maximize cost savings - Implement marketing game plan within Gallagher Team and initiate gathering underwriting information. - Discuss updated exposures, review uninsured/underinsured exposures, and unfavorable loss development - Provide insurance market updates and projected impact on Authority budget - If not already requested, send email requesting Anniversary Information Updates and include last year's exposures for comparison - Define key renewal objectives by line of coverage - Develop and review marketing plan including analysis of individual market's financial condition, experience, service capabilities - Establish timeline and renewal goals
Program Design & Renewal Submission	- Analyze existing program, exposure and loss information - Consider new exposures, operational changes, new Authority initiatives - Review existing policy contracts for adequacy of coverage; identify deficiencies/gaps in coverage - Develop program design – analyze alternative coverages and retention levels to determine the most appropriate program structure and a program which meets your objectives - Survey and evaluate potential insurance markets - Qualify the financial security of the insurer; ask questions regarding their financial strength, claims paying ability, appetite for governmental risks, etc. Begin preliminary discussions - Coordinate Catastrophe Analysis - PML Report (Probable Maximum Loss Report for Hurricanes) - Compile underwriting information and pre-fill applications with basic information to save time for Risk Management - Prepare underwriting submission for presentations to the Authority to assure the best and most thorough information is being presented to the marketplace - Meet with direct markets and / or intermediaries to discuss renewal game plan and determine markets most interested in presenting quotes - Schedule marketing visits with underwriters (with Authority representatives if desired) - Provide renewal marketing updates to Risk Management staff
Marketing	- Negotiations with Markets to achieve the best possible terms, conditions and pricing - Evaluate terms and conditions received from the market - Discuss issues with Risk Management and obtain a resolution

Initiative	Tasks
	- Prepare proposal and include recommendations
Final Renewal Negotiations	- Respond to Markets for revisions or corrections to maintain program concurrency - Leverage markets to agree to any problematic terms or pricing - Determine the most advantageous quotes that meet the needs of the Authority and meet program concurrency - Provide detailed proposals to include the following: - Present formal proposals (oral and written) outlining marketing efforts, outcome and recommendations ▪ Executive Summary – Summarizing the high level marketing results ▪ Include exposure comparisons and historical graphs for all major lines ▪ Outline program results, terms and conditions, A.M. Best Insurer Ratings ▪ Provide options as established in game plan, i.e., limits, deductibles, retentions, etc. ▪ Detailed comparison of quotations including policy forms and applicable endorsements ▪ Full Compensation Disclosure for all parties, including all intermediaries owned and non-owned - Provide Risk Management support and assist in preparing agenda items for board consideration and approval
Program Binding & Delivery	- Obtain signed binding authorization from Risk Management - Submit request to bind instructions to intermediaries and/or carriers in writing (via email) and request confirmation back with policy numbers - Coordinate receipt of carrier binders/cover notes for delivery and if not available prepare Gallagher Request to Bind Confirmations - Process all applicable state filings and Alien FET if applicable - Prepare premium allocation if needed - Prepare invoices within five days of binding as required by Gallagher Professional Standards - Check carrier binders, cover notes or wholesaler placement notes for accuracy - Issue transmittal letter to Risk Management to include invoices, confirmation of coverage's bound and reference options rejected. Note revisions or corrections needed from carriers or wholesalers - Request corrections from carriers/wholesalers as deemed necessary - Prepare for Risk Management three-ring binders to include binders/confirmation of insurance, cover notes, schematics and updated schedule of insurance - Update and Issue certificates of insurance for applicable coverage or loss payee
Ongoing Services	- Provide cost benchmarking for other similar Florida public entities - Provide relevant updates including: insurance market conditions, building replacement cost trends and guidance, and public sector risk management - Discuss new insurance market carriers/trends as they relate to the Authority - Provide claims guidance and meetings as desired - Contractual reviews of insurance requirements for Authority bid specifications - Certificates of insurance processed within one business day - Provide risk control and claim advocacy services as desired by Authority

If the Proposer represents unique and/or exclusive markets, specialty programs, or insurance pools, explain and provide an opinion as to whether or not the Authority would be better served by participating in these markets, programs or pools.

Gallagher has working relationships with all insurance companies that could underwrite the Authority's bridges & overpasses coverage. Expressway authorities are a unique balance of property insurance vs. inland marine insurance, and we have access and experience with the insurance companies that understand your risk. We have

discussed in more detail our experience in designing and negotiating with these specialty insurers on Page 9, Firm Experience and Ability of Staff.

Gallagher is unique as it is the only broker in the State with significant knowledge and working relationships with the key insurers underwriting bridges/infrastructure exposure. This is an unusual class of business that not every property insurer understands. Our leverage in placing $7 Billion in expressway/bridge exposure in Florida ensures that OOCEA is with the more cost competitive insurers in the market.

> A concrete example of this is a new market entered the infrastructure property insurance market towards the end of 2011. It looked toward Gallagher as the top broker for these targeted accounts and we found success with this market on OOCEA's 2012 renewal. This relationship reduced OOCEA's costs in 2012 by $223,000 and provided long-term stability by guaranteeing OOCEA's premium rate for a term of 3 years.

For the Authority's package coverage, we have a unique relationship with the Florida Municipal Insurance Trust (FMIT). We currently work with FMIT on a variety of accounts, including OOCEA and the Tampa Hillsborough County Expressway Authority. We have found FMIT to be the most competitive package market for Expressway Authorities in Florida.

The Proposer shall demonstrate the soundness and clarity of its approach to the attainment of project objectives presented in the Scope of Services, making specific references to work encompassed, including a discussion of potential difficulties and methods for solution and probable effectiveness of the approach with respect to objectives. The Proposer shall specifically address any items in the Scope of Services that the Proposer does not currently perform and how the Proposer plans to meet those needs.

We have reviewed the Scope of Services provided in Exhibit A and agree to all services requested. Please reference our response to Project Understanding on Page 4-6 for a detailed discussion of specific services we will provide. We have not in the past nor would we have any difficulties in the future providing the services as requested by OOCEA.

The Proposer shall address its quality control program, namely the policies followed to assure a complete, accurate and quality service as it relates to the services required. The program shall specify the method by which project related information is received and processed by the Proposer.

Gallagher's rigorous Corporate Professional Standards ensure that all binders, quotes, policies are identical and any discrepancies are corrected promptly. Each branch undergoes a thorough audit to ensure conformance with Professional Standards requirements, and any failure to meet the minimum passing score of 90% will result in probation and will have potential employment actions should scores not be improved. Your primary servicing team consistently scores above 98% on these audits, demonstrating our dedication to delivering responsive, quality service.

Based upon the Schedule of Insurance attached at the end of these Proposal Submittal Requirements, the Proposer shall include under this section an analysis of the sufficiency of the current Authority insurance program in a nature or character necessary to protect the interest of the Authority and the bondholders, as compared to other similar agencies.

We act as OOCEA's consultant to ensure it is aware of the risks it faces, along with potential insurance/self-insurance alternatives. An excerpt from our mid-term review meetings is included below. We use this as a "big picture" overview of the risks OOCEA faces, along with insurance products available to transfer the risks to insurers.

Line of Coverage	Exposure	Coverage Purchased	Insurance Carrier
Property, B&M - Administration	Yes	Yes	FMIT
Property, B&M - Bridges & Overpasses	Yes	Yes	
Including Business Income	*Yes*	*Yes*	Great American
Including Extra Expense	*Yes*	*Yes*	*BI/EE Limit of $25,000,000*
Including Terrorism	*Yes*	*Yes*	
Primary Flood (NFIP)	Limited	No	Available through NFIP for buildings
Excess Flood	Yes	Yes	FMIT & Great American
Crime	Yes	Yes	FMIT
General Liability	Yes	Yes	FMIT
Automobile Liability/Physical Damage	Yes	Yes	FMIT
Public Officials Liability	Yes	Yes	FMIT
Including Employment Practices Liability	*Yes*	*Yes*	
Fiduciary Liability	Evaluate	No	
Workers Compensation	Yes	Yes	FMIT
Environmental Liability	Evaluate	No	
Cyber Liability / Breach of Privacy	Yes	No, pending	
CFO Bond	Yes	Yes	Travelers

A recent exposure we identified with OOCEA Risk Management relates to the amount of private consumer data OOCEA retains and the potential risks it may face if this information were released or hacked. We are currently working with OOCEA Risk Management on a solution to these "cyber" risks.

Additionally, we have discussed several construction alternatives to OOCEA including Owner's Builders Risk and Owners Controlled Insurance Programs (OCIP).

In terms of OOCEA's current insurance coverage, this has been tailored to ensure OOCEA is receiving comprehensive coverage for its bondholders, without "over-insuring" and spending unnecessary funds for protection that is excess of its expected risks. The current named windstorm limit of $50,000,000 was decreased from $75,000,000 in 2009 to provide OOCEA with a significant premium savings. Since that time, we have provided catastrophe modeling that supports OOCEA's decision to purchase $50M of windstorm coverage.

Despite the large fluctuations of the Florida insurance market, particularly in 2005 (following Hurricane Katrina, Wilma, Rita) and now in 2012 (following a drastic change in catastrophe modeling for Central Florida), Gallagher has been able to provide stable and decreasing costs over the past 8 years. Please reference the Executive Summary of this RFP response for a summary of our past marketing efforts which has ensured OOCEA receives sufficient coverage at competitive costs.

OOCEA's terms of coverage and deductible structure are much improved versus what is standard for other large public entities in Central Florida. Most public entities in Florida have deductibles anywhere from 2% to 5% of the insured values damaged during a windstorm. Since 2% of the value of OOCEA's bridges could be a several million dollar deductible for OOCEA, we negotiated to have a flat (not percentage) deductible of $500,000 apply to your bridges. This would have a multi-million dollar savings to OOCEA in the event of a severe hurricane.

Gallagher further improved the deductible in 2012 to a flat $500,000 per occurrence deductible. OOCEA is the only large entity in Central Florida that has the option to purchase a low, flat (not percentage) deductible. The potential savings for OOCEA in deductible costs during a windstorm or flood event are multiple millions of dollars. Additionally, there are certain sublimits of coverage that in the past Great American was unable to increase that we were able to have increased via another insurer in 2012.

One avenue that we continually approach in regards to OOCEA's property program is to have its Administrative Complex insured via the bridges/toll structure program. This would provide significant savings and broader coverage since the deductibles and policy rates for the bridge program are less than the current property program. However, Great American has been unable to accommodate this request. We will continue to attempt to negotiate this into the program.

In terms of casualty coverages, FMIT continues to be the most competitive and comprehensive insurer for your liability and workers compensation risks. FMIT is a governmental pool made up of all Florida public entities, and their coverage forms are designed specific to governmental risks. Additionally, FMIT has been a stable insurance provider to OOCEA and offered significant dividend credits each of the past 3 years.

Two other areas that we have suggested evaluating relate to potential environmental and cyber risks. We have dedicated specialists at Gallagher and each of these areas and would look forward to working to evaluate this risks with OOCEA.

Proposer shall indicate, as a percentage only of the anticipated contract amount, the participation, if any, by M/WBE firms. No dollar amount shall be shown.

We will not be using a M/WBE for any of the services outlined in this program. Our firm can provide 100% of the services outlined.

Firm Experience and Ability of Staff

The Proposer shall demonstrate adequacy of experience of its firm and staff in engagements of similar scope and requirements; proven ability of Proposer's staff to provide required services; time commitment of Proposer's staff to the project.

Gallagher is uniquely positioned as the only insurance broker with significant experience providing services to toll agencies/expressway authorities in Florida. Gallagher currently provides services to the Tampa Hillsborough County Expressway Authority, Orlando-Orange County Expressway Authority and The Florida Dept of Transportation / FL Turnpike Authority, including the Miami Dade County Expressway Authority and other affiliated authorities. Gallagher places property insurance coverage for over $7 Billion of bridges/overpasses exposure in Florida.

Through this experience, we have gained significant knowledge of the unique aspects and risks of expressway authorities. From a property insurance standpoint, expressway authorities are unique amongst all other standard types of municipal property, such as office buildings, stadiums, schools, and support facilities. A majority of the exposure of expressway authorities is in the bridges and overpasses, including use & occupancy. The challenge in the insurance market is bridges and roadways are a standard exclusion on property insurance policies, and are often prohibited classes of property by carrier reinsurance contracts. Also, most inland marine carriers find difficulty insuring expressway authorities because they are accustomed to smaller exposure (less than $100 Million) in fixed assets, and are often unable to provide enough capacity to insure $500 Million+ in total assets.

Because of this unusual exposure, only a handful of underwriters and insurance companies truly understand and are committed to insuring your type of operations. Our team has direct access to a majority of these specialist companies, and is able to supplement these direct contacts with other standard Excess and Surplus lines companies.
This is unique, as most brokers do not have intimate knowledge of the specialist underwriters who are willing to insure OOCEA. This is a result of the work we have done with other expressway authorities in Florida.

Below is a sampling of some of the direct markets (not through intermediaries) Gallagher has accessed in the past for the Authority. A majority of these larger companies have specialty units that are able to underwrite expressway authorities.

- Allianz Inland Marine (Formerly Fireman's Fund)
- CNA Inland Marine
- ACE USA (Bridge Contact)
- IRI/Swiss Re
- Munich Re Engineered Risk
- Lexington Ins. Co.
- Great American
- Travelers

As described in the following sections, your team has ample capacity to service OOCEA. Your dedicated team manages an average of 12 clients, allowing us to concentrate on your needs and effectively deliver services in a prompt fashion.

Proposer shall furnish resumes of Proposer's Account Executive and other key personnel presently employed by the Proposer who will be assigned to the engagement to carry out account activities. The resumes shall include professional experience and education, including degrees and professional designations earned.

Full Resumes for each of the team members can be found behind our Appendix, tab F, 4.

The Account Executive shall have a minimum of five (5) years' of insurance brokerage experience. Other key personnel shall have a minimum of two (2) years of specific experience in the services required by the Scope of Services. The Proposer shall submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the services required. Project management and key staff shall be identified.

Confirmed. The following pages contain your assigned servicing team, detailed descriptions of each team member's qualifications, experience and relevant roles for your account are included. Additionally, an organizational chart is included below.

TP-11

Gallagher Team Organizational Chart

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Team Leader
Chris Connelly, ARM-P
Area Vice President

Account Management

Client Executive
Audrey Dellolio, ARM-P, AU
Area Assistant Vice President

Account Manager (backup)
Carmen Falcon
Senior Account Manager

Claims & Risk Control

Claims Advocacy
Bart Douglas, AIC, Managing Director,
Claims Advocacy Practice

Risk Control
Jim Smith, CSP, Director of Risk Control Services, PESD

National Director Risk Control
Greg Langan, CSP, ARM-P, CPCU
Director of Risk Control Services
Public Entity & Scholastic Division

Team Management

Branch Manager
Peter A. Doyle,
Area President, Gallagher Orlando

SPECIALIST RESOURCES

ENTERPRISE RISK MANAGEMENT
Dorothy Gjerdrum

CYBER RISKS
Joe DePaul

ENVIRONMENTAL RISKS
Tony Lehnen

CONSTRUCTION RISKS
Brian Cooper

Gallagher Staffing Plan

Chris Connelly, ARM-P | Area Vice President | Principal, Public Entity & Scholastic Division	
Role **Team Leader**	The Gallagher account team is led by Chris Connelly, who will be the primary coordinator of all Gallagher resources to OOCEA and will have the ultimate responsibility for the delivery of services to the Authority. He will respond to questions, address concerns, manage and coordinate all available Gallagher services and resources. One of Chris' primary roles is to provide technical expertise, benchmarking with other public entity programs, and market relationships to ensure that the Authority has the best insurance program that can be placed in the market.
Key Activities	- Develop cost-effective strategies to address client risks - Work with you to establish goals, strategies, marketing and renewal objectives - Lead risk management planning sessions, client meetings, provide reports and presentations - Lead program design and insurance marketing - Insurance negotiations including the specifications, design, marketing efforts, carrier negotiations and program structure / policy design - Draft policy language and negotiation of appropriate coverage changes with insurers - Ensure the quality of Gallagher resources, coordination of services - Communicate with you on special projects, work plans and other relevant management issues - Assist in developing reports to senior management on the status, progress and achievements - Provide market analysis and forecasts by line of coverage - Monitor program on a continual basis to ensure its responsiveness to your exposures
Relevant Experience & Qualifications	Chris specializes in providing services to governmental entities. Since 2007 Chris has worked closed with OOCEA as its Team Leader and been instrumental in designing and negotiating OOCEA's insurance coverages as well as assisting with contractual risk management concerns of OOCEA. Chris will be available on a daily basis to respond to the service needs of the Authority and will take an active role in the design and implementation of your insurance programs. Chris has been working in the industry for eight years and was recently voted by his clients as a finalist in the Public Entity "Power Broker" award by Risk and Insurance Magazine. This award is given to the top brokers from across the country in each industry segment as nominated by their clients.
Existing Clients	Chris has a manageable current workload of 12 public entity clients as the primary team leader and will have ample time and capacity to service the Authority. He currently manages client insurance programs including $29.6 Billion of insured property values and $26.8 Million in annual insurance premiums. The current accounts managed by your Team Leader include: - Expressway and Transit Authorities - Counties, Cities, School Districts - State Governments including State Colleges/Universities

Gallagher Staffing Plan *(cont.)*

Audrey Dellolio, ARM-P, AU | Area Assistant Vice President	
Role **Client Executive**	Audrey's role will be to handle daily servicing responsibilities, ensuring all team members are up-to-date on all aspects of the Authority's program. She will also assist in the marketing phase of the insurance renewal cycle, working closely with the Authority to help facilitate the gathering of exposure information, and working closely with Chris in the negotiations with insurance companies.
Key Activities	- Participate in strategic risk management planning sessions - Attend client meetings, provide reports and presentations - Coordinate delivery of Gallagher's resources as needed to support client's risk management objectives - Preparation of materials, statements of values and exposure data as required by insurers - Assist in marketing insurance coverages, responsible for marketing ancillary lines of coverage, proposal preparation - Review of contracts, assist with third party contract guidelines for clients - Communicate with clients on special projects, work plans and other relevant management issues - Monitor program on a continual basis to ensure its responsiveness to your exposures - Reviewing insurance policies for accuracy and concurrency - Day-to-day account management services, invoicing, binders, certificates, prepare and update schedules of insurance
Relevant Experience & Qualifications	Audrey brings over 25 years of experience to OOCEA and has managed your insurance program since 2006. She works exclusively for Gallagher's public entity clients and provides a wealth of knowledge in public sector insurance and risk management.
Existing Clients	Audrey has a manageable workload of 11 clients to ensure availability to OOCEA, including: - 2 Expressway Authorities - 7 Florida Counties, Cities, School District - 1 Florida Governmental Pool - 1 State Government

Bart Douglas, AIC | Managing Director, Gallagher Claims Advocacy	
Role **Claims Advocacy**	Bart Douglas is available to assist OOCEA in the claims settlement process to ensure prompt, fair claim settlements. In the event of significant losses, Bart will step in to assist the Authority as your professional advocate, dealing directly with the claims adjusters who represent the various insurance companies participating on the Authority's program.
Key Activities	- Report and manage claims with insurers - Oversee claim consulting, provide advice and support of your claims processes and claims advocacy - Assist in reviewing claims handling practices and make "best practices" recommendations - Assist in developing proof of loss or claim reports, including site visits as required - Analyzing and interpreting claims data - Attend periodic claims meetings as desired

Relevant Experience & Qualifications	Bart has been involved in claims and risk management for over 25 years and primarily services public sector clients at Gallagher. He has provided advocacy for large first party and third party claims and is available to assist OOCEA should an unfortunate claim arise.

Gallagher Staffing Plan *(cont.)*

Jim Smith, M.S. CSP | Managing Director, Southeast Regional Risk Control	
Role **Risk Control**	Jim's role is to coordinate loss control activities and training as desired by OOCEA to reduce the Authority's claim costs.
Key Activities	- Review and consultation on carrier loss control recommendations and in-house loss control activities - Provide ongoing loss control support, including: ▪ Assistance with exposure analysis ▪ Creating & reviewing current risk control practices ▪ Training booklets and videos ▪ Coordinate Gallagher Risk Control Services ▪ Online webinars on various loss control topics
Relevant Experience & Qualifications	Jim has 29 years of experience in risk control and is a frequent speaker for our clients and national safety associations on topics including public entity loss trends, workplace safety, vehicle operations loss control, effective media relations and employment practices.

Peter Doyle | Area President, Gallagher Orlando	
Role **Team Management**	Pete's responsibility is to ensure the professional support and excellent service delivery from Gallagher's entire team. Pete is the senior management contact within Gallagher any is available to address any issues that may need to be elevated beyond your direct account team.
Relevant Experience & Qualifications	Pete has worked with Gallagher for the past 11 years in various roles including brokerage and leadership positions. He is the senior relationship officer for Orlando's public sector clients and provides additional expertise in property, casualty and workers compensation coverage.

Specialist Resources	
Role **Team Specialists**	Gallagher's specialist resources are individuals within our network that will assist OOCEA and your direct support team in areas of unique risk management concerns.
Specialist Teams	- Cyber Risks - Environmental Risks - Construction/OCIP Feasibility and Implementation - Public Entity Risk Management

The Proposer shall provide a reference list showing at least five past or current local government clients of similar size and/or complexity of risk management program in the State of Florida. Identify specific expertise providing broker services to toll agencies. Include services provided, contract dates, name of the agency, contact person, address, and telephone number. Letters of recommendation may be attached.

Please reference Gallagher's full Florida governmental client list as provided in Appendix F, 2 and 3. We are happy to provide contact information for any of these clients upon request.

Public Entity Client	Services / Contract Dates	Contact / Address / Telephone
Orlando Orange County Expressway Authority	Services Provided: Property, General Liability, Errors & Omissions, Automobile and Workers Compensation Client since 2000, current contract from 2007 through 2012	Mr. Marc Ventura, CPA 4974 ORL Tower Road Orlando, FL 32807 407-690-5353
Tampa Hillsborough County Expressway Authority	Services Provided: Place Insurance coverages for: Property, General Liability, Errors & Omissions, Automobile, Workers Compensation Client since 2009, current contract from 2011 through 2014	Mr. Patrick Maguire, Esq. 1104 E. Twiggs St., Suite 300 Tampa, FL 33602 813-272-6740
Florida Department of Transportation	Services Provided: Brokerage and Risk Management Services, current contract from May 25, 2007 to May 25, 2011 and extended through May 25, 2015	Jill Soderberg, Division of State Purchasing 4050 Esplanade Way, Suite 360 Tallahassee, FL 32399-0950 850-488-7996
City of Orlando	Services Provided: Property, Pollution, Heliport and Fine Arts Client since: 2004, current contract from April 2010 through March 2013	Ray Scullian PO Box 4990 Orlando, FL 32802 407-246-3346
Orange County BOCC	Services Provided: Bonds, Tenant Use, Excess Workers' Compensation, Pollution, Crime, Property, Auto Physical Damage, Boiler & Machinery, Excess Liability Client since: 1990, current contract from March 2010 through March 2013	Susan Martin 109 E. Church Street, Suite 200 Orlando, FL 32801 407-836-9639

Organization and Management

The Proposer shall include the following information in response to this section:

1. The number of employees in the office providing services and the office address.

The Orlando office is located at 200 S. Orange Avenue, Suite 1350, Orlando, FL 32801 and currently has 18 employees, 9 of whom are devoted to Public Entity clients.

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2. The total number of employees in the firm.

Arthur J. Gallagher Risk Management Services, Inc. employs approximately 13,500 employees.

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3. The firm's Florida premium volume.

Our Florida premium volume at year-end 2011 was approximately $438 Million.

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4. The firm's top insurance markets and the premium volume with each.

Listed at left are Gallagher's top national insurance markets. Additionally, our largest Florida public sector markets are shown below:

Chartis/Lexington Insurance	$113,735,243
Lloyd's of London	$37,686,457
Zurich-American Insurance Company	$15,007,796
Argonaut Great Central Insurance Co.	$12,232,505
Landmark American Insurance	$11,117,264
Westchester Surplus Lines Insurance	$9,789,272
Liberty Mutual Fire Insurance Company	$9,723,024
AXIS Surplus Insurance	$8,430,343
Chubb/Federal Insurance Company	$8,308,491

Gallagher's Top Public Entity Trading Partners
Carriers and National Premium Volume – Primary Lines

INSURANCE COMPANY	ANNUAL VOLUME
Property, Builders Risk, Inland Marine	
ACE	$225,700,000
Chartis/Lexington	$1,330,500,000
Allianz	$149,750,000
CNA	$143,400,000
FM Global	$67,900,000
Great American	$64,700,000
Lloyds of London	$657,100,000
One Beacon	$7,000,000
Travelers	$507,700,000
Zurich	$447,200,000
Third Party Liability	
ACE	$225,700,000
Chartis/Lexington	$1,330,500,000
Argonaut	$34,200,000
Munich Re	$236,900,000
Selective	$5,700,000
Star Insurance Co.	$4,600,000
Travelers	$507,700,000
Workers Compensation	
ACE	$225,700,000
Chartis/Lexington	$1,330,500,000
Liberty Mutual	$181,200,000
Midwest Employers	$4,800,000
New York Manne & General	$13,200,000
Star Insurance Company	$4,600,000
Fidelity & Crime	
Hartford	$142,600,000
Great American	$64,700,000
Travelers	$507,700,000

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5. The firm's ability to access, utilize and leverage key insurance markets.

As a top global insurance brokerage company, Arthur J. Gallagher has access to all major insurance companies and markets including the domestic U.S. market, Europe, Bermuda and Asia. Gallagher currently places over $8 Billion of insurance premium per year with the top global insurers.

In the State of Florida, Gallagher handles 22 clients with over $1 Billion in Property Values and places over $438 Million in total premiums. Gallagher places more Excess and Surplus Lines Property Insurance in the State of Florida than any other broker.

As described on Page 9 of our RFP response (Firm Experience and Ability of Staff), our service team is experienced in designing and negotiating coverage specific to expressway authorities. The Authority's largest insurable risk and cost relates to its bridge assets and use & occupancy income stream. Our team has the experience and knowledge of this unique insurance marketplace to ensure the Authority can protect these assets and revenues.

Gallagher will use its global leverage and our local knowledge of the specialized insurance markets for expressway authorities to ensure the Authority has the most comprehensive terms and lowest cost available in the insurance market.

The Proposer shall provide an organizational chart which show the entire proposed organizational structure. A description of the Proposer's internal lines of responsibility and authority, and the interface relationships with the Authority and any subcontractors/subconsultants shall be shown.

We have provided an organizational team structure within Tab C Firm Experience and Ability of Staff.

The Proposer shall describe the expected participation and contribution of the Proposer's top officials in the proposed activities. The Proposer shall provide a definition of responsibility and accountability for specific tasks and functions of key individuals within the Proposer's organization.

We have provided an organizational team structure within Tab C Firm Experience and Ability of Staff.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

[X] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

[X] The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Arthur J. Gallagher Risk Management Services, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Peter A. Doyle
NAME (PRINT OR TYPE)

Area President
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statue 287.087 herby certifies that

Arthur J. Gallagher Risk Management Services, Inc. does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Peter Lyle
Proposer's Signature

6/11/2012
Date

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
INSURANCE BROKER SERVICES
CONTRACT NO. 000868

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Arthur J. Gallagher Risk Management Services, Inc.
Company Name

By: _____

Title: Area President

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)



Chris R. Connelly, ARM-P

Area Vice President,
Principal, Public Entity & Scholastic Division

407-563-3513

200 S. Orange Avenue, Suite 1350
Orlando, Florida 32801

MAJOR RESPONSIBILITY

- Design and implementation of Risk Management Programs
- Ensure that Clients' service expectations are met and exceeded

MAJOR ACTIVITIES

- Risk identification and evaluation of exposures to loss
- Oversee the marketing of insurance placement
- Draft policy language and negotiation of appropriate coverage changes with insurers
- Participate in strategic risk management planning sessions
- Monitor program on a continual basis to ensure its responsiveness to your exposures
- Coordinate delivery of Gallagher's resources as needed to support your risk management objectives

SUMMARY OF QUALIFICATIONS

- Experienced in manuscript policy design and negotiation for public clients, including property insurance, public officials/school leaders liability, and third party liability
- Significant knowledge of property insurance markets, contract language, concurrency for quota-shared/layered property placements
- 2012 Public Entity "Power Broker" finalist by *Risk & Insurance Magazine*

PUBLIC ENTITY EXPERIENCE

- $29.6 Billion in values and $26.8 Million in premium
- 2 Expressway Authorities
- 2 States including University Systems
- 3 Public Schools K-12
- 7 Cities, Counties, Special Districts

PROFESSIONAL AFFLIATIONS

- Speaker at Public Risk Management Meetings - GFOA (Government Finance Officers Association), PRIMA (Public Risk & Insurance Mgmt. Assn)
- Public Risk Management Association (PRIMA); Association of Governmental Risk Pools (AGRiP); Public School Risk Institute (PSRI)

EDUCATION

- Bachelors of Science from University of Maryland, College Park Scholar's Program
- Associate in Risk Management (ARM) Designation
- Risk Management for Public Entities (RMPE) Designation
- CPCU 551 - Commercial Property Risk Management & Insurance
- CPCU 552 – Commercial Liability Risk Management & Insurance
- CGL/Builder's Risk Monograph, *American Bar Association*



Audrey Dellolio, ARM-P, AU
Area Assistant Vice President

407-563-3553

200 S. Orange Avenue, Suite 1350
Orlando, Florida 32801

DESCRIPTION OF FUNCTIONS AND RESPONSIBILITES
- Provides immediate response to any and all of client's service needs and questions
- Contractual Risk Transfer Reviews
- Works closely with clients and AJGRMS Team to establish goals and strategies
- Monitor exposures and recommends coverages
- Prepares submissions, proposals, and analyzes quotations including negotiating terms
- Assists on major RFP's
- Prepares and maintains all schedules for clients
- Issues Certificates of Insurance within 24 hours
- Responsible for processing all invoices, binders, schedule of insurance, reviewing endorsements and checking policies for accuracy and concurrency

INDUSTRY EXPERIENCE
- Over 25 years insurance experience

PROFESSIONAL AFFLIATIONS
- Licensed Property & Casualty Insurance Agent

EDUCATION
- Associate in Risk Management (ARM) Designation
- Risk Management for Public Entities (RMPE) Designation
- Associate in Underwriting Designation (AU)



Bart Douglas, AIC
Managing Director
Gallagher Claims Advocacy Practice Group

305-639-3121

200 S. Orange Avenue, Suite 1350
Orlando, Florida 32801

SUMMARY OF QUALIFICATIONS

- Provides leadership and direction within the Gallagher Claim Advocacy Practice Group
- Provides client advocacy in claim related matters, including being a liaison between the carrier and TPA to resolve issues

INDUSTRY EXPERIENCE

- Over 25 years experience in claims and Risk Management
- 2002-Present Managing Director of Gallagher's Claim Advocacy Group
- 1998-2002 – Sr. Director of Risk Management Sunbeam Corporation
- 1984-1998 – Claims at Ryder Transportation Services

PROFESSIONAL AFFLIATIONS

- Associate in Claims Designation
- Candidate for Chartered Property Casualty Underwriter Designation
- Graduate of Crawford & Co's Fire/Property Appraisal course
- Graduate of Vale Tech's Auto Appraisal Course
- Numerous management courses while with Ryder Transportation Services

EDUCATION

Harding College, Searcy, Arkansas – 1972
Bachelor's of Science in Social Science



Jim Smith, M.S., CSP

Managing Director, Southeast Region Risk Control

561-995-6706

2255 Glades Road, Suite 400E
Boca Raton, FL 33431

AREAS OF RESPONSIBILITY

- Coordination of risk control service delivery to clients through Arthur J. Gallagher's network of field consultants
- Consult with major clients on risk assessment and risk improvement initiatives and programs.

INDUSTRY EXPERIENCE

- 29 years of experience in safety and risk control
- 14 years of experience in developing and delivering public entity risk improvement programs
- Focal point of Arthur J. Gallagher's public entity and scholastic risk control group and the AJG Loss Control Practice Group, interfacing with an integrated team of risk control specialists to provide service to risk managers and safety officers within our client groups and organizations.
- Developed a public entity risk management program audit methodology and evaluation system
- Authored workplace safety policies, employee handbook and workplace safety training programs
- National and international speaker on risk management issues, including public entity loss trends, workplace safety, vehicle operations loss control, effective media relations and employment practices
- Directed the development of risk management training programs, including on-site and CD training programs for clients
- Spearheaded loss control program development for national client groups and program delivery by loss control specialists

INDUSTRY AFFILIATIONS

- Certified Safety Professional – Comprehensive Practice (CSP)



Peter Doyle
Area President
Arthur J. Gallagher Risk Management Services, Inc.

407-563-3524

200 S. Orange Avenue, Suite 1350
Orlando, Florida 32801

SUMMARY OF QUALIFICATIONS
- 11+ years at Arthur J. Gallagher & Co.
- Orlando branch management and leadership for divisions of Arthur J. Gallagher Risk Management Services, Inc. since 2008
- Provides expertise in Property, Casualty & Workers' Compensation insurance program placement and consultation
- Advise clients about appropriate risk assumption, risk transfer, and risk avoidance methods
- Senior client relationship officer for Orlando top 20 public entity accounts

INDUSTRY EXPERIENCE
- Lead broker for Indian River County
- Co-broker State of Texas Property
- Co-broker in transition of FCSRMS, NEFEC, Orange County
- Currently assists in placing over $12.1 Billion of insured property values & $25M in premium
- In-depth knowledge and monitoring of Top 20 public entity insurance placements in Orlando branch

PROFESSIONAL AFFLIATIONS
- Risk and Insurance Management Society – (RIMS)
- Public Risk and Insurance Management Association (PRIMA)
- CPCU 4
- ARM 54
- ARM 56
- CIC Liability
- Chubb Insurance Company's Technical Training School

EDUCATION
- Denison University, Granville, OH, B.A. in Economics



Dorothy M. Gjerdrum, ARM-P

Executive Director, Gallagher Public Entity & Scholastic Division

651-642-2999

1437 Simpson Street
St. Paul, MN 55108

POWER BROKER RISK & INSURANCE

SUMMARY OF QUALIFICATIONS

- 2012 Public Sector Power Broker – *Risk & Insurance Magazine*
- 2010 Public Sector Power Broker Finalist – *Risk & Insurance Magazine*
- 2009 Public Sector Power Broker – *Risk & Insurance Magazine*
- More than 20 years of public sector risk management experience
- Speaker, author, leader on Enterprise Risk Management in the public sector
- Chair of the US Technical Advisory Group to ISO 31000:2009 and ISO 31004

INDUSTRY EXPERIENCE

- More than 20 years experience in public sector risk management and insurance.
- Prior risk manager of three self-insured pools for the New Mexico Association of Counties (NMAC).
    - Developed loss-sensitive contribution and allocation formulas
    - Provided new coverage programs for members, including injunctive relief, land use and special events, and helped create the Pool's first coverage document in order to clarify coverage exclusions and conditions of insurance.
    - Developed individualized training sessions to address sexual harassment and management issues.
    - Dorothy led a team that brought claims in house and developed a legal advice hotline, which saved the pools hundreds of thousands of dollars in the first year alone.
    - She also created a rolling wrap-up insurance program for construction projects across the state.
- Founding board member of County Reinsurance, Limited, a captive excess insurance company formed to provide reinsurance to county association pools nationwide, Dorothy served as Board Member and Treasurer.

PROFESSIONAL AFFLIATIONS

- Association of Governmental Risk Pools (AGRIP)
- ISO 31000 Standard on the Practice of Risk Management – US Technical Advisory Group
- MN PRIMA Chapter
- National Alliance for Insurance Education and Research
- Public Risk Management Association (PRIMA)
- Public School Risk Institute (PSRI)

EDUCATION

- College of St. Catherine, St. Paul, MN
  Bachelor of Arts
- Associate in Risk Management (ARM) designation
- Risk Management for Public Entities designation (RMPE)
- CIRM, International Certificate in Risk Management, The Institute of Risk Management

FEE PROPOSAL
INSURANCE BROKER SERVICES
CONTRACT NO. 000868

The Proposer shall provide all labor, equipment, manpower and other resources necessary to provide the supplies, equipment and services required by the Scope of Services for the flat fee amount specified in this Fee Proposal form.

Insurance Broker Services Annual Fee $ 50,000

Contract Amount for Initial Three-Year Term $ 150,000

CONSENT AGENDA ITEM

#10

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Approval of 2nd Amendment to Public Financial Management, Inc.
Financial Advisor Services
Contract No. 000833

Staff is requesting approval of the Second Amendment to CFX's financial advisor services contract with Public Financial Management, Inc. The amendment is changing CFX's Designated Qualified Independent Representative from PFM Asset Management LLC (PFMAM) to PFM Swap Advisors LLC (PFMSA).

PFMSA was created in 2014 to comply with the SEC's Final Rules for Municipal Advisors which became effective on July 1, 2014, as part of the Dodd-Frank Act. Under the regulations, any firm providing "advice concerning municipal derivatives" must be registered as a Municipal Advisor with the SEC. Prior to enactment of these regulations, PFM conducted all of its swap and derivatives advisory consulting out of PFMAM which is registered with the SEC as an Investment Advisor but not as a Municipal Advisor. PFMSA's Certificate of Formation and MRSB Registration are attached.

Consent Agenda 6/15

SECOND AMENDMENT TO CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) AND PUBLIC FINANCIAL MANAGEMENT, INC.

FINANCIAL ADVISOR SERVICES CONTRACT NO.000833

TO INCLUDE THE SERVICES OF PFM SWAP ADVISORS LLC AS THE AUTHORITY'S DESIGNATED QUALIFIED INDEPENDENT REPRESENTATIVE

This Second Amendment to Contract No. 000833 (the "Amendment"), is made and entered into this ____ day of _____, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), a body politic and agency of the State of Florida hereinafter called the AUTHORITY, PUBLIC FINANCIAL MANAGEMENT, INC., 300 South Orange Avenue, Suite 1170, Orlando, FL 32801, hereinafter the ADVISOR, and PFM SWAP ADVISORS LLC, 2 Logan Square, Suite 1600, Philadelphia, PA 19103, hereinafter the QIR.

WITNESSETH:

WHEREAS, the AUTHORITY and the ADVISOR entered into Contract No. 000833 on April 1, 2012, as amended on July 25, 2013, and renewed on February 15, 2015;

WHEREAS, pursuant to Contract No. 000833, the ADVISOR is to provide financial advisory services and other special services as set forth in the Scope of Services attached thereto;

WHEREAS, since the inception of Contract No. 000833, those special services have included, and will continue to include, swap advisory services involving the evaluation of the risks and appropriateness of swap transactions for the AUTHORITY, including the termination thereof and the fair pricing of the related termination payments;

WHEREAS, due to regulations involving the provision of swap advisory services, those special services have been performed by PFM Swap Advisors LLC, the registered investment advisor affiliate of the ADVISOR;

WHEREAS, since the inception of Contract No. 000833, the U.S. Commodity Futures Trading Commission ("CFTC") has adopted regulations governing business conduct standards for swap dealers/counterparties and other parties that apply to communications regarding swap transactions, which regulations went into effect on May 1, 2013;

WHEREAS, for a swap dealer/counterparty to engage in communications with certain types of "special entities" such as the AUTHORITY, the swap dealer/counterparty must perform due diligence as to the special entity's ability, knowledge and experience with regard evaluating

the appropriateness and risks of a Swap[1] or be able to rely on certain written representations of the special entity regarding such knowledge and experience or that the special entity has retained the services of a "qualified independent representative" possessing such knowledge and experience such that it falls within the "safe harbor" available to the swap dealer/counterparty under the CFTC regulations;

WHEREAS, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended (the "Dodd-Frank Act"), a swap dealer/counterparty, prior to entering into or terminating a Swap, may require a separate written agreement of the parties that satisfies the documentation requirements of the Dodd-Frank Act, as well as other conditions, including that the AUTHORITY have a "qualified independent representative" that satisfies the applicable requirements of CFTC Regulation §23.450; and

WHEREAS, for the AUTHORITY to satisfy such documentation and conditions of the Dodd-Frank Act and to enable a swap dealer/counterparty to communicate with the AUTHORITY under the "safe harbor," the AUTHORITY and ADVISOR desire to amend Contract No. 000833 to specifically include PFM Swap Advisors LLC as the designated QIR for the AUTHORITY with regard to swap advisory services and to set forth certain disclosures, representations and agreements in compliance therewith.

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. The AUTHORITY will, from time to time, continue to use the special services of the ADVISOR, including those of the QIR in connection with the evaluation of the risks and appropriateness of Swaps for the AUTHORITY, the termination of any Swaps by the AUTHORITY, as well as the fairness of the pricing or termination payments of such Swaps.

2. The AUTHORITY hereby makes the following disclosures, representations and agreements as of the date hereof:

(A) In reliance on the disclosures, representations and agreements of the QIR contained in this Amendment, the AUTHORITY hereby designates PFM Swap Advisors LLC (the registered investment advisor affiliate of the ADVISOR) as its "qualified independent representative" within the meaning of CFTC Regulation §23.450; and

(B) The AUTHORITY has complied in good faith with written policies and procedures reasonably designed to ensure that the QIR, as its designated qualified independent representative, satisfies the applicable requirements of CFTC Regulation §23.450(b)(l), and such policies and procedures provide for ongoing monitoring of the performance of such representative consistent with the requirements of CFTC Regulation §23.450(b)(1). The Interest Rate Risk Management Policy is attached hereto as **Exhibit A.**

[1] As used in this letter, "Swap" means a "swap," as defined in the Section la(47) of the Commodity Exchange Act and CFTC Regulation 1.3(xxx). The term also includes any foreign exchange swaps and foreign exchange forwards that may be exempted from regulation as "swaps" by the Secretary of the Treasury pursuant to authority granted by Section la(47)(E) of the Commodity Exchange Act. For these purposes, "Swap" includes a new swap and any material amendment, mutual unwind or novation of an existing Swap. The term "Swap" also includes any trading strategy involving a Swap.

3. The QIR hereby makes the following disclosures, representations and agreements as of the date hereof:

(A) The true name and address of designated QIR are as set forth in the introductory paragraph of this Amendment;

(B) The QIR has sufficient knowledge and expertise to independently evaluate the Swap, the risks of the Swap, the fair pricing of the Swap (including termination payments) and the appropriateness of the Swap for the AUTHORITY (taking into consideration the written policies of the AUTHORITY);

(C) The QIR is not subject to a statutory or regulatory disqualification or a final disciplinary action that would prevent it from effectively serving as a "qualified independent representative" to the AUTHORITY;

(D) The QIR, by accepting such designation by the AUTIIORITY, is undertaking a duty to act in the best interests of the AUTHORITY;

(E) The QIR has written policies and procedures reasonably designed to ensure that it satisfies the applicable requirements of CFTC Regulation §23.450(b)(l);

(F) The QIR will exercise independent judgment in evaluating all "recommendations" (as such term is used in CFTC Regulations §23.434 and §23.440) presented to it by a swap dealer/counterparty with regard to a Swap;

(G) The QIR is not and, within one year of representing the AUTHORITY in connection with any Swap has not been, an "associated person" (as such term is defined in Section 1a(4) of the Commodity Exchange Act) of the swap dealer/counterparty for such Swap;

(H) The QIR has no "principal relationship" (as that term is defined in CFTC Regulation §23.450(a)(l)) with any swap dealer/counterparty;

(I) The QIR (i) will provide timely and effective disclosure to the AUTHORITY of all material conflicts of interest that could reasonably affect the judgment or decision making of the QIR with respect to its obligations to the AUTHORITY and (ii) will comply with its policies and procedures reasonably designed to manage and mitigate such material conflicts of interest;

(J) The QIR is not directly or indirectly, through one or more persons, controlled by, in control of, or under common control with any swap dealer/counterparty;

(K.) To the best of the QIR's knowledge, no swap dealer/counterparty referred, recommended, or introduced the QIR to the AUTHORITY within one year of the QIR's representation of the AUTHORITY in connection with any Swap;

(L) The QIR is legally obligated to comply with the applicable requirements of CFTC Regulation §23.450(b)(l) by agreement, condition of employment, law, rule, regulation, or other enforceable duty; and

(M) The QIR has registered with the CFTC as a commodity trading advisor and/or with the Securities Exchange Commission ("SEC") as an investment advisor under the Investment Advisers Act of 1940.

The QIR hereby agrees to annually reaffirm in writing to the AUTHORITY by delivery to the AUTHORITY at the address below on each July 1st the disclosures and representations set forth in paragraphs A through M above. The QIR agrees to provide the AUTHORITY with evidence of its registration with the CFTC and/or the SEC as described in paragraph M above.

4. The AUTHORITY and the QIR each hereby agree that:

(A) Each disclosure or representation made by it in this Amendment will be deemed to be repeated by it at the time of each recommendation provided by a swap dealer/counterparty with respect to any Swap and each time a swap dealer/counterparty offers to enter into, or enters into, any Swap with the AUTHORITY, where such Swap involves the services of the QIR as the designated "qualified independent representative" of the AUTHORITY; and

(B) If any representation made by it in this Amendment becomes incorrect or misleading in any material respect, it will promptly correct and update such representation by notifying the other party in writing at the address and in accordance with the delivery instructions provided in the Notice section below.

5. Notices:

For purposes of this Amendment only, all notices required in this Amendment shall be sent by certified mail, return receipt requested and by email to the following addresses:

To the AUTHORITY:

Chief Financial Officer
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Phone: (407) 690-5000
Fax: (407) 690-5011
E-mail: Lisa.Lumbard@cfxway.com

With copy to:
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Phone: (407) 690-5381
Fax: (407) 690-5011
E-mail: Joe.Passiatore@cfxway.com

To the QIR:

PFM Swap Advisors LLC
2 Logan Square
Suite 1600
Philadelphia. PA 19103
Attention: Mr. Jeffrey M. Pearsall
Phone: (215) 567-6100
Fax: (215) 567-4180
E-mail: pearsallj@pfm.com

IN WITNESS WHEREOF, the authorized signatories below have executed this Amendment on behalf of the parties as of the day and year first above written and this Amendment shall be deemed delivered with effect from the date and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

PUBLIC FINANCIAL MANAGEMENT, INC.

By: _____
Print Name: _____
Title: _____

ATTEST: _____ (Seal)

PFM SWAP ADVISORS LLC

By: _____
Print Name: _____
Title: _____

ATTEST: _____ (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority

Interest Rate Risk Management Policy

FIN-7

Department: Finance

Supersedes: FIN-7 adopted 9/26/2012 and 7/24/2013

Date of Board Approval: 4/9/2015

Resolution No. 2015-305

A RESOLUTION OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING THE INTEREST RATE RISK MANAGEMENT POLICY

WHEREAS, the Central Florida Expressway Authority ("CFX") previously adopted an "Interest Rate Risk Management Policy" on July 24, 2013 establishing the protocol for management of interest rate risk; and

WHEREAS, CFX Finance Committee has approved refinements to the Interest Rate Risk Management Policy regarding CFX's liquidity to make swap termination payments and changing the ratings needed by a swap dealer/counterparty; and

WHEREAS, CFX's governing Board concurs in the revised Interest Rate Risk Policy.

NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. ADOPTION. The current "Interest Rate Risk Management Policy" shall be amended in accordance with the attached "Interest Rate Risk Management Policy" attached hereto as Exhibit "A"

Section 2. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

ADOPTED this 9th day of April, 2015.

Welton G. Cadwell
Chairman

ATTEST: Darleen Mazzillo
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
Joseph L. Passiatore
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Interest Rate Risk Management Policy

The Central Florida Expressway Authority (CFX) currently has a number of interest rate exchange agreements (Swaps) with a number of counterparties. As used herein, "Swap" shall mean a "swap," as defined in the Section 1a(47) of the Commodity Exchange Act and the U.S. Commodity Futures Trading Commission ("CFTC") Regulations. This policy will govern how the Swaps, together with the associated variable rate demand bonds, will be managed to provide the optimal balance of costs and risk. This policy should be read and interpreted in the context of CFX's Debt Policy.

I. Goals and Objectives

The overall objective in managing CFX's debt portfolio and interest rate risk is to balance the cost of capital with the management of risk. CFX's risk tolerance is low and therefore, opportunities to cost-effectively reduce existing or potential risks should be constantly evaluated for feasibility.

CFX has set a limit of synthetic fixed rate debt at 25% of the total outstanding debt. This goal should be considered as CFX manages its Swap portfolio and its overall debt program. New Swaps will only be considered where the overall exposure to like transactions is not increased beyond the stated limit. New, novated or amended Swaps may also be considered where a reduction in actual or potential risks may be accomplished.

It is also CFX's goal to limit exposure to individual swap dealers/counterparties to no more than 30% of the total notional amount of CFX's active Swap portfolio. Although this requirement shall not require CFX to terminate, novate or amend existing Swaps absent of other risk considerations, it does prohibit new Swaps to be considered if the new Swap would cause CFX's exposure to any individual swap dealer/counterparty to increase beyond 30% of the then existing total notional value of CFX's active Swap portfolio.

II. Monitoring and Reporting of Existing Transactions

As part of the semi-annual debt report provided to the Board (in accordance with CFX's Debt Policy), the CFO will report the current credit ratings of each swap dealer/counterparty with which it has an existing Swap and the mark-to-market value of each Swap. In addition to reporting the weekly rates on the variable rate bonds in the semi-annual debt report, the CFO will provide the Finance Committee with a quarterly remarketing report and review the results at the next scheduled meeting. As necessary, the CFO, in consultation with CFX's financial advisors, will make recommendations to address any rate dislocation including, but not limited to, changing remarketing agents or credit providers, depending on the underlying cause of the dislocation.

III. Exit Strategies

The CFO and CFX's financial advisors and designated QIR (as defined herein) should constantly monitor market rates, termination values, counterparty credit ratings, and other relevant factors to determine if voluntary termination is warranted. Generally, a voluntary early termination will be warranted if it is economically advantageous and/or if a reduction in CFX's current or anticipated risk can be accomplished at no cost. CFX shall seek to maintain sufficient liquidity, including without limitation through balances in CFX's Swap/Debt Management Contingency, short term financing capacity, and/or other borrowing capacity, to make any Swap termination payments that may become due, to the extent not paid or payable from other sources.

IV. Evaluation of Proposed Transactions

While CFX's current goals would exclude contemplation of new derivative products, the replacement of existing Swap transactions with new ones may be the most cost-beneficial method of managing risks. For that reason, this section outlines the process for evaluating and executing new transactions.

A. Review and Analysis

The proposed use of structured products must comply with all goals and provisions of CFX's existing policies. Each Swap transaction will be evaluated as an alternative to traditional, intermediate, or long-term financing options. Consideration should be given to their comparable cost, ease of entry and exit provisions, and degree of potential risk exposure, quantified to the greatest extent possible. Any proposed Swap transaction must fit into CFX's goals to limit the percentage of variable rate debt and exposure to individual counterparties.

CFX's designated QIR will provide independent analysis of any proposed Swap transaction, including an analysis of the relevant benefits and risks of such transaction. CFX's cost of the transaction and any ongoing costs, such as remarketing, credit enhancement and/or liquidity, swap advisors, financial advisors, attorney fees and other necessary costs will be included in the cost/benefit evaluations. A review of provisions required by bond and/or swap insurance providers and the cost/benefit of such insurance will also be included in an evaluation of the Swap transaction.

B. Legal Analysis

The documentation of the swap shall be in the form of an enforceable written contract. Whenever possible, those contracts shall be transacted using Florida law or, as an alternative New York law with Florida law as to CFX's authority and Orange County Florida as to jurisdiction or venue. Review of compliance with existing law and regulation (including but not limited to the Internal Revenue Code and CFTC Regulations) bond indentures and bond covenants should be completed before implementation of a Swap transaction.

V. Transaction Management and Execution

Swap transactions will:

- Comply with all applicable outstanding bond resolutions, insurance covenants, and Florida

law.

- Contain terms and conditions as set forth in the International Swap and Derivatives Association, Inc. ("ISDA") Master Agreement, Schedules to the Master, Credit Support Annex and confirmation.
- Be a market transaction for which competing good faith market quotations may be obtained and with the advice and recommendation of CFX's designated QIR, and other financial professionals.
- Include a provision for the right to early termination at market under the guidelines of the ISDA Agreement. The transaction should allow for CFX to exercise the right to optionally terminate the agreement, at the then prevailing market value of the Swap.
- Produce material economic or risk management benefit believed to not otherwise be attainable under the currently existing market conditions, or existing conventional debt structures, and improve the flexibility of debt management strategies.
- Not introduce leverage solely for the means of producing economic benefit. Transactions will not be speculative in nature.
- Not unduly impair CFX's utilization of call features on outstanding bonds.
- Employ structures that will attempt to minimize existing risks and do not substantially add new risks, including but not limited to, any additional floating rate basis risk, tax-law risk or credit risk to CFX.
- Not cause the total amount of Swap transactions to exceed the debt management limitations for fixed or floating debt.

VI. The Swap Dealer/Counterparty

The following criteria will be used when considering swap dealer/counterparties for a Swap transaction:

I. The swap dealer/counterparty must fully disclose all costs. All fees and expenses paid by the swap dealer/counterparty and to designated third parties, will be fully disclosed in writing to CFX.

II. CFX will consider acquiring downgrade protection when possible including collateral or credit support.

III. The assignment of a Swap agreement will not be permitted without the consent of CFX.

IV. CFX will attempt to utilize domestically domiciled swap dealer/counterparties and/or utilize ISDA documentation which employs local currency-single jurisdiction status.

V. The swap dealer/counterparty shall disclose relationships with other third parties which may affect the transaction, such as broker dealers, insurance companies and other swap providers.

VI. The swap dealer/counterparty shall provide its financial statements showing the economic capability of the entity, the amount of its swaps outstanding and credit ratings, all of which shall be acceptable to CFX. At the time of entering into the Swap transaction, swap dealer/counterparties (or their guarantor) shall (i) be rated at least AA-/ Aa3/ AA- by at least one of the three nationally recognized credit rating agencies and not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies. Collateral should be required upon a downgrade from these levels.

VII. Authority's Representations with Respect to Swaps and QIR

Solely for purposes of the rules adopted by the CFTC governing business conduct standards for swap dealers and other parties as they apply to communications regarding Swaps, the Executive Director or CFO may make substantially the following representations in writing on behalf of CFX when requested by the swap dealer/counterparty.

1) CFX will not rely on any "recommendation" (as such term is used in CFTC Regulations §23.434 and §23.440) provided by a swap dealer/ counterparty with respect to a Swap;

2) CFX will rely on advice from a "qualified independent representative" designated by CFX and that it has complied in good faith with written policies and procedures reasonably designed to ensure that it has designated a "qualified independent representative" that satisfies the applicable requirements of CFTC Regulation §23.450(b);

3) CFX will exercise independent judgment in evaluating any "recommendations" made by the swap dealer/counterparty with regard to a Swap; and

4) CFX understands that the swap dealer/counterparty is not expressing any opinion as to whether CFX should enter into or terminate a Swap.

VIII. Use of Qualified Independent Representative

In compliance with the CFTC Regulations promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended (the "Dodd-Frank Act"), CFX will designate a "qualified independent representative" ("QIR") for all Swap related transactions, including terminations. The QIR must be capable of independently evaluating the risks of the Swap, independently evaluating the fair pricing of the Swap (including termination payments), and of making timely and effective disclosures to CFX (including with regard to material conflicts of interest that could reasonably affect the judgment or decision making or the QIR with respect to its obligations to CFX). The QIR must represent to CFX that:

A. The QIR has sufficient knowledge and expertise to independently evaluate the Swap, the risks of the Swap, the fair pricing of the Swap (including termination payments) and the appropriateness of the Swap for CFX (taking into consideration the written policies of CFX);

B. The QIR is not subject to a statutory or regulatory disqualification or any final disciplinary action that would prevent it from effectively serving as a representative to CFX in such capacity.

C. The QIR, by accepting such designation by CFX, is undertaking a duty to act in the best interests of CFX;

D. The QIR has written policies and procedures reasonably designed to ensure that it satisfies the applicable requirements of CFTC Regulation §23.450(b)(1);

E. The QIR will exercise independent judgment in evaluating any "recommendations" (as such term is used in CFTC Regulations §23.434 and §23.440) presented to it by the swap dealer/counterparty with regard to a Swap;

F. The QIR is not and, within one year of representing CFX in connection with the Swap has not been, an "associated person," as such term is defined in Section 1a(4) of the Commodity Exchange Act, of the swap dealer/counterparty;

G. There is no "principal relationship" (as that term is defined in CFTC Regulations §23.450(a)(1)) between the QIR and the swap dealer/counterparty;

H. The QIR (a) will provide timely and effective disclosures to CFX of all material conflicts of interest that could reasonably affect the judgment or decision making of the QIR with respect to its obligations to CFX and (b) will comply with policies and procedures reasonably designed to manage and mitigate such material conflicts of interest;

I. The QIR is not directly or indirectly, through one or more persons, controlled by, in control of, or under common control with the swap dealer/counterparty;

J. To the best of the QIR's knowledge, the swap dealer/counterparty did not refer, recommend, or introduce the QIR to CFX within one year of QIR's representation of CFX in connection with the Swap;

K. The QIR is legally obligated to comply with the applicable requirements of CFTC Regulation §23.450(b)(1) by agreement, condition of employment, law, rule, regulation, or other enforceable duty; and

L. The QIR has registered with the CFTC as a commodity trading advisor and/or with the Securities Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

The QIR must also agree to promptly notify CFX in writing if any representations made by the QIR referenced above became incorrect or misleading in any material respect. For any representation that would be incorrect or misleading in any material respect if repeated on any date following the date on which the representation was last repeated, the QIR shall timely amend such representation by giving written notice of such amendment to CFX. The designated QIR must annually reaffirm in writing to CFX by delivery to the CFO on each July 1st the representations outlined in A through L above.

The QIR will be retained by CFX through CFX's implemented procurement procedures (i.e. RFP, RFQ, etc.) using selection criteria that ensure the designated QIR possesses the capabilities

necessary to independently evaluate the risks of the Swap, to independently evaluate the fair pricing of the Swap (including termination payments), and to make timely and appropriate disclosures to CFX. The procurement of the QIR may be done in conjunction with CFX's procurement of its financial advisor. If CFX's financial advisor, or its registered commodity trading advisor or investment advisor affiliate, possesses the requisite capabilities and, by written contract, makes the representations set forth above, then CFX may designate its financial advisor, or its registered investment advisor affiliate, as the QIR.

To ensure compliance with the provisions above, CFX will designate the QIR in writing. The QIR must provide evidence of its registration with the CFTC as a commodity trading advisor and/or with the Securities Exchange Commission as an investment advisor prior to being designated as CFX's QIR. The designation can be done in the context of the financial advisor contract or amendment thereto with the financial advisor or its registered commodity trading advisor or investment advisor affiliate, or in a separate contract with a different firm. Prior to executing a Swap transaction, termination or novation, CFX will obtain from the designated QIR the written representations outlined in A through L above. If the designated QIR is unable to provide such representations in a timely manner, CFX may utilize an expedited quote process to select a new designated QIR to facilitate a time and market sensitive transaction. The CFO will monitor the performance of the designated QIR and that the designated QIR demonstrates on each transaction that (1) it has the knowledge and expertise to independently evaluate the Swap, the risks of the Swap, the fair pricing of the Swap (including termination payments) and the appropriateness of the Swap for CFX, (2) it is independent of the swap dealer/counterparty, (3) it is acting in the best interest of CFX and (4) it makes timely and appropriate disclosures to CFX, when applicable.

IX. Transaction Pricing

When procuring financial derivative products, every effort shall be made to ensure competitive pricing. The complexity of circumstances surrounding transactions and meeting goals to limit exposure to individual counterparties may be valid reasons to negotiate a particular derivative product transaction. The CFO, upon the advice of the financial advisor, will make a recommendation to the Finance Committee as to the method of pricing and counterparty selection. The financial advisor will evaluate prices and rates to ensure transactions are at or below market. Similarly, CFX will make every effort to competitively price swap unwind transactions. The CFO, upon the advice of the financial advisor will make a recommendation as to the method of selecting counterparties for unwinding swaps when not selecting all swaps in a series. Offers from counterparties to unwind transactions below market is an example of a reason to negotiate with specific counterparties.

X. Policy Review

This policy shall be reviewed on a bi-annual basis.

APPROVED AND ADOPTED BY THE BOARD ON _____.

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is PFM Swap Advisors LLC.

Second: The address of its registered office in the State of Delaware is: 2711 Centerville Road, Suite 400 in the City of Wilmington, New Castle County, Delaware 19808.

The name of its registered agent at such address is Corporation Service Company.

Third: The existence of the LLC shall continue until cancellation of its Certificate of Formation.

Fourth: Management of the LLC is vested in a Board of Managers as provided in the Operating Agreement for the LLC as the same may be adopted, amended or restated from time to time.

IN WITNESS WHEREOF, the undersigned hereby executes this Certificate of Formation of PFM Swap Advisors LLC, on this 1 day of January 2014.

Melissa M Zeiders
Melissa M. Zeiders
Authorized Person

MSRB Registration - Form A-12: Preview

FIRM/SOLE PROPRIETORSHIP IDENTIFIERS

MSRB ID: K0949
Firm Name: PFM Swap Advisors LLC
Municipal Advisor SEC ID: 866-01483-00
CRD Number:
Legal Entity Identifier:

BUSINESS INFORMATION

Firm Address: Two Logan Square Ste. 1600, 18th and Arch Streets
City: Philadelphia State: PA Zip: 19103
Firm Website: www.pfm.com

TYPE OF ORGANIZATION

Organization Type: Limited Liability Company (LLC) City: Wilmington State: DE

BUSINESS ACTIVITIES

Municipal Advisor

- [x] Issuance Advice
- [x] Guaranteed Investment Contracts Advice
- [x] Investment Advice - Proceeds of Municipal Securities
- [x] Investment Advice - Funds of Municipal Entity
- [x] Municipal Derivatives Advice
- [x] Solicitation of Business - Investment Advisory
- [x] Municipal Escrow Investment Advice
- [x] Municipal Escrow Investment Brokerage
- [x] Solicitation of Business - Other than Investment Advisory
- [x] Municipal Advisor/Underwriter Selection Advice

DESIGNATED CONTACTS

Master Account Administrator

Name	Phone	Email
Jennifer L. Berrier	(717) 231-6219	BERRIERJ@PFM.COM

Primary Regulatory Contact

Name	Phone	Email
Jeff Pearsall	(215) 567-6100	pearsallj@pfm.com

Billing Contact

Name	Phone	Email
Steve Boyle	(215) 567-6100	boyles@pfm.com

Compliance Contact

Name	Phone	Email
Leo J. Karwejna	(717) 213-3847	KARWEJNAL@PFM.COM

Primary Data Quality Contact

Name	Phone	Email
Gloria Wells	(717) 305-8904	wellsg@pfm.com

Optional Regulatory Contact

Name	Phone	Email
Jennifer L. Berrier	(717) 231-6219	BERRIERJ@PFM.COM

Optional Data Quality Contact
No contact designated.

Optional Technical Contact
No contact designated.

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CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Claude Miller, Director of Procurement

DATE: May 20, 2015

RE: Approval of insurance proposal for upcoming fiscal year 2016

In order to obtain insurance on its assets, the Authority utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for risk management advice and the solicitation and evaluation of proposals for insurance coverage. The Authority's current insurance policy is with Zurich American Insurance Company (Zurich). This policy which covers damage or loss to its bridges, overpasses and toll plaza infrastructure, expires on June 30, 2015.

Last year Gallagher was able to negotiate with Zurich a three year extension of the rate guarantee program through 2017, and this year marks the first year of that extension. The insurance premium for the upcoming 2016 fiscal year is $591,932 which is an increase of .4% over last year due to the increase of value of the system. Gallagher recommends accepting this year's policy with Zurich.

Authority staff concurs with the recommendations of the broker and requests the Board to authorize staff to execute this year's policy. We also request a budget for FY16 not to exceed $596,790, which will allow for additional insurance needed for system expansion during the fiscal year.

Consent Agenda 6/15

Insurance Proposal Prepared For

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Presented: May 18, 2015

Arthur J. Gallagher & Co.
Chris Connelly ARM-P, ARe
Area Senior Vice President

Arthur J. Gallagher Risk Management Services, Inc.
200 S. Orange Avenue
Orlando, FL 32801

Chris_Connelly@ajg.com
www.ajg.com

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Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

Arthur J. Gallagher & Co. is pleased to provide this proposal to Central Florida Expressway Authority. We thank you for the opportunity to continue our partnership with the Authority, which is now on its 15th year!

Current State of Florida Property Insurance Market

Florida's property insurance is dynamic, fluctuating dramatically when industry events occur. We have partnered with CFEA during both "hard" markets and "soft" market periods. We have been able to provide CFEA with competitive insurance pricing, and needed capacity during both of these periods. Over the past decade, we've seen four hard market cycles:

- The first, in 2002, was a market-wide hardening following the events of 9/11.
- The second occurred in 2005/06 for catastrophic windstorm areas of the Southeast following the widespread hurricane damage as a result of hurricanes Charlie, Ivan, Francis, Jean, Katrina, Rita and Wilma.
- Third, in 2009, following a global reduction in capacity due to the financial crisis, a brief hard market took place for catastrophe property in Q1 2009, followed by a softening in the market later that year.
- Lastly, in 2012, we experienced hard market conditions driven by two primary factors **1)** industry wide-losses in 2011 and **2)** increased perception of risk through new catastrophe modeling, RMS version 11. The latter had the greatest impact on our Central Florida governmental clients.

Fortunately, the past three years have been favorable to the insurance industry, with a limited amount of losses occurring. Additionally, the pace of new capital entering the industry is out-pacing demand, leading to a favorable buyers market.

CFEA Bridges Program History

Despite the dynamic catastrophe property market in Florida, Gallagher has been able to help CFEA achieve significant rate reductions since our inception as your broker. The initial rate reduction achieved by CFEA in 2004 was approximately 35% by going to a stand-alone program. Since then, your rate has decreased by an additional 44%, including an 18%reduction in 2012 which was guaranteed through a three-year policy term.

Policy Year	Total Insured Values	Wind Limit	Annualized Premium Incl. Terrorism	TIV Change	Annual Rate	Rate Change
2004-2005	$476,000,000	$100,000,000	$441,728	-	$ 0.0928	-35%
2005-2006	$568,096,329	$100,000,000	$500,004	19%	$ 0.0880	-5%
2006-2007	$628,563,474	$50,000,000	$810,761	11%	$ 0.1290	47%
2007-2008	$824,472,840	$50,000,000	$873,259	31%	$ 0.1059	-18%
2008-2009	$919,750,747	$75,000,000	$912,088	12%	$ 0.0992	-6%
2009-2010	$1,044,830,611	$75,000,000	$929,899	14%	$ 0.0890	-10%
2010-2011	$1,003,312,997	$75 MM AOP $50 MM Named Wind	$701,316	-4%	$ 0.0699	-21%
2011-2012	$1,018,635,884	$75 MM AOP $50 MM Named Wind	$647,343	2%	$ 0.0635	-9%
2012-2013*	$1,107,676,346	$100,000,000	$578,684	8%	$ 0.0522	-18%
2013-2014*	$1,107,048,341	$100,000,000	$578,324	-.05%	$ 0.0522	0%
2014-2015*	$1,126,066,391	$100,000,000	$589,127	2%	$ 0.0523	0%

Executive Summary (Cont.)

2015-2016*	$1,171,174,715	$100,000,000	$591,933	4%	$ 0.0500	-3%
*Policy Issued on a 3-Year Term, with Guaranteed Policy Rate						

2015 Property Insurance Renewal – Bridges & Toll Structures

In 2014, Gallagher recommended that CFEA extend its current 3 year policy rate guarantee beyond its expiration in 2015. This allowed CFEA to lock in the historically low rates through 2017 and avoid uncertainty with the Florida property insurance market.

It is almost unheard of in Florida for an insurance company to guarantee property insurance rates, as reinsurance costs and markets can change dramatically year-to-year. We were extremely pleased at this guarantee, which locks in historically low rates for CFEA.

Due to 2012 hard market conditions, the "as is" program at the time would have left CFEA with a premium increase of 23% higher than in 2011. The Zurich program we were able to negotiate actually decreased CFEA's program costs from 2011. This was during a market when all of our clients in Central Florida felt dramatic premium increases. Overall, this lead to a $215,000 reduction for CFEA between the two options!

Additionally, Zurich continues to offer broader conditions than nearly all insurance clients in the Central Florida area, including a low, flat named windstorm deductible which would reduce CFEA's insurance deductible by millions of dollars versus industry standard percentage deductibles.

Other Renewal Options for Consideration

- **Loss of Revenue, Non-Physical Damage** – Gallagher would recommend evaluating the alternative options that may be available to address revenue loss associated with suspensions in toll operations. Primarily regarding suspension orders that are given as a result of hurricane evacuation orders. Since this type of program has never been negotiated for any Florida toll authorities, we would recommend having Gallagher pursue this option to determine its feasibility. There is market interest in these types of programs; however, the costs are unknown.

- **Cyber Risks –** We have discussed cyber liability with the Authority as a potential insurance line to consider due to the volume of personal data maintained by the Authority. We are happy to provide further information on this should CFEA desire.

We appreciate your continued business and look forward to your further review of this proposal.

Chris Connelly
Monday, May 18, 2015

Service Team

Chris Connelly has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Chris Connelly, ARM-P, ARe Area Senior Vice President	407-563-3513	Chris_Connelly@ajg.com	Producer
Carmen Falcon, AAI Client Service Manager Sr.	407-563-3546	Carmen_Falcon@ajg.com	Client Service Manager

Arthur J. Gallagher Risk Management Services, Inc.
Main Office Phone Number: **(407) 370-2320**

Named Insured

NAMED INSURED	LINE OF COVERAGE
Central Florida Expressway Authority	Property

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

Market Place Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
Zurich American Insurance Company of IL	Property	Recommended Quote

*The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Zurich American Insurance Company of IL	A + XV	Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings

Rating Levels and Categories

LEVEL	CATEGORY
A++, A+	Superior
A, A-	Excellent
B++, B+	Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Suspended

Financial Size Categories

(In 5000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up to 1,000	FSC IX	250,000 to 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,00,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VIII	100,000 to 250,000		

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at http://www.ambest.com/ratings/notice.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at http://www.ambest.com. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

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Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Insurance Company Ratings and Admitted Status (Cont.)

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Best's Financial Strength Ratings

	Rating	Descriptor	Definition
Secure	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Vulnerable	B, B-	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations.
	F	In Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation.
	S	Suspended	Assigned to rated companies when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information, or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.

Rating Modifiers

Modifier	Descriptor	Definition
u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications.
pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process. (Discontinued in 2010)
s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.

Rating Outlooks

Indicates potential direction of a Best's Financial Strength Rating over an intermediate term, generally defined as 12 to 36 months.

Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.

Under Review Implications

Indicates the potential direction of a Best's Financial Strength Rating that is in Under Review status based on information currently available.

Positive	Indicates there is a reasonable likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event.
Negative	Indicates there is a reasonable likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event.
Developing	Indicates there is uncertainty as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a result of A.M. Best's analysis of a recent event.

Not Rated Designation

NR: Assigned to companies that are not rated by A.M. Best.

Rating Disclosure

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's *Terms of Use* at *www.ambest.com*.

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Version 080114

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM CARRIER	EXPIRING COST	PROPOSED PROGRAM CARRIER	ESTIMATED COST
Property	Premium	Zurich American Insurance	$532,208.00	Zurich American Insurance	$541,933.00
	Srchrg & Asmnt	Company of IL (Zurich Group)	$6,918.70	Company of IL (Zurich	0.00
	Estimated Cost		**$539,126.70**	Group)	**$541,933.00**
	Annualized Cost		-		-
	TRIA Premium		$10,435 Included Above		$10,626 Included Above
Risk Management Fee			**$50,000.00**		**$50,000.00**
Total Estimated Program Cost			**$589,126.70**		**$591,933.00**

Quote From **Zurich American Insurance Company of IL (Zurich Group)** is valid until **7/1/2015**

Gallagher is responsible for the placement of the following lines of coverage:
Property
FMIT Package

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Zurich American Insurance Company of IL (Zurich Group)	Property	Due in full within 30 days from effective date	Agency Bill

Program Details

Coverage: Property

Carrier: Zurich American Insurance Company of IL

Policy Period: 7/1/2015 to 7/1/2016

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
All Covered Property	Yes	N/A

Coverage:

DESCRIPTION	LIMIT	BASIS
Any One Occurrence for all Perils and Coverages Combined	$100,000,000	
Sublimits:	-	
- Named Storm	$100,000,000	
- Earthquake – Annual Aggregate	$100,000,000	
- Flood – Annual Aggregate	$100,000,000	
Physical Damage Covered to the Covered Property	$100,000,000	
Loss of Revenue	$100,000,000	

Deductibles/SIR:

COVERAGE	AMOUNT
Property Damage - Per Occurrence	$100,000
Named Storm - Per Occurrence	$500,000
Earthquake - Per Occurrence	$100,000
Flood - Per Occurrence	$100,000
Loss of Revenue - Waiting Period - Per Occurrence	7 Day

Additional Coverage:

DESCRIPTION	LIMIT	BASIS
Additional Coverage - Sublimits:	-	
Accounts Receivable	$5,000,000	
Interruption by Civil or Military Authority	14 Days	
Extra Expense	$10,000,000	

Program Details (Cont.)

Additional Coverage:

DESCRIPTION	LIMIT	BASIS
Extended Period of Indemnity	24 Months	
Debris Removal, Lesser of 25% of Physical Damage or :	$10,000,000	
Including Contaminants or Pollutants Clean Up – Annual Aggregate	$250,000	
Expediting Expense	$2,500,000	
Fire Department Service Charges	$1,000,000	
Ingress / Egress	14 Days	
Loss Adjustment Expense	$500,000	
Newly Acquired Property - 90 Day Reporting Required	$10,000,000	
Ordinance & Law – Coverages A,B, C Combined	$10,000,000	
Transit - any one conveyance	$2,500,000	
Terrorism (If Elected)	$100,000,000	
Valuable Papers	$2,500,000	

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Real & Personal Property
Actual Loss Sustained	Time Element

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Special Form Including Flood, Earthquake

Endorsements include, but are not limited to:

DESCRIPTION
Declarations Page
In Witness Clause
Schedule of Forms and Endorsements
Zurich Operational Civil Works Policy
Schedule of Locations & Values Insured
Debris Removal Clean up and Decontamination; Aggregate Limit of Liability. This amount is part of and not in addition to the Sublimit of Liability for Debris Removal scheduled in the Policy Declarations. It is a condition precedentto recovery under this extension that the Carrier shall have paid or agreed to pay, for direct physical loss or damage to covered property, unless such payment is precluded solely by the operation of any deductible, and that the Insured shall give written notice to the Carrier of intent to claim for cost of debris removal or cost to cleanup not later than (12) twelve months after the date of such physical loss or damage.

Program Details (Cont.)

Endorsements include, but are not limited to:

DESCRIPTION
Multi-Year Policy Term. The following conditions apply at each anniversary date during the term of this Policy: A. The terms and conditions of this Policy are subject to review and negotiation at each anniversary date in the event either of the following circumstance(s) occur: (1) The policy loss ratio exceeds 30%. The Loss ratio shall be determined by dividing the earned premium into the total paid claims, including any allocated and unallocated claims expenses or unpaid reserves; or (2) The addition of Covered Property during the Policy term and / or an increase in LOSS OF REVENUE* and Contingent Loss of Revenue in the amount of 10% or greater. B. It is agreed that the annual rate(s) shown in paragraph 9. of the Declarations of the Policy shall be guaranteed for each consecutive anniversary period unless otherwise precluded under A. above. C. Within thirty (30) days of each anniversary, the Named Insured shall agree to provide to the Company an updated Statement of Values for all Covered Property, LOSS OF REVENUE* and Contingent Loss of Revenue (if endorsed to the Policy). Based upon the updated Statement of Values, the Company will review and adjust the anniversary premium charged.
Construction Property General Conditions -ZBR 300-CPGC (9-07)
Disclosure of Important Information Relating to TRIA
Disclosure Statement – Instruction to Agent or Broker
Disclosure Statement – Notice of Disclosure for Agent & Broker Compensation
Advisory Notice to Policyholders Regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Regulations
Amending the wording under "Under Section III – Policy Definitions" 5. Loss of Revenue on the Civil Works Policy: 5. LOSS OF REVENUE: Loss of Revenue means: A. Net Income from tolls or other operating sources which would have been earned and incurred; and B. Any continuing normal operating expenses which have been incurred had no loss or damage occurred.

Exclusions include, but are not limited to:

DESCRIPTION
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Date-related Losses (Y2K) Exclusion
Contaminants or Pollutants
War or Military Action
Asbestos Material
Fraudulent Or Dishonest Act Or Acts Intended To Result In The Financial Gain Of Any Named Insured Or Of Any Associated, Partner, Director, Trustee, Officer, Agent Or Employee Or Any Named Insured. This Exclusion Does Not Apply To Acts Of Destruction To Covered Property By The Named Insured's Employee.
Loss Or Damage, Costs, Expenses, Fines Or Penalties Incurred Or Sustained By Or Imposed On Any Named Insured At The Order Of Any Government Agency, Court Or Other Authority Arising From Any Cause Whatsoever.
Dampness Or Dryness Of The Atmosphere; Extremes Or Changes In Temperature.
Insects, Birds, Rodents Or Other Animals.

Program Details (Cont.)

Exclusions include, but are not limited to:

DESCRIPTION
Consequential Loss Or Damage Of Any Kind Or Description Including Loss Of Use, Loss Of Market Or Delay, Unless Specifically Insured Elsewhere In This Policy.
Electrical Breakdown Of Any Electrical Machinery Or Apparatus While Said Equipment Is Undergoing An Insulation Breakdown Test Or Is Being Dried Out, Unless Direct Physical Damage Not Otherwise Excluded By This Policy Results To Covered Property, In Which Event, This Policy Shall Cover Only Such Resulting Damage
Corrosion, Decay, Deterioration, Erosion, Evaporation, Inherent Vice, Latent Defect, Leakage, Loss Of Weight, Marring Or Scratching, Rust, Shrinkage, Wear And Tear, Wet Or Dry Rot Or Any Quality In Property Which Causes It To Damage Or Destroy Itself
Normal Subsidence, Settling, Cracking, Heaving, Expansion Or Contraction Of Walls, Floors, Ceilings, Roofs, Foundations, Patios, Walkways, Driveways Or Paving.
Errors, Omission Or Deficiency In Design, Plans, Workmanship, Specifications Or Materials Unless Fire Or Explosion Ensues And Then Only For The Loss, Damage Or Expenses Resulting From Such Fire Or Explosion.
Interruption Of Incoming Electricity, Fuel, Water, Gas, Steam, Refrigerant Or Other Services, Unless Specifically Insured Elsewhere In This Policy
Cost Of Excavations, Grading, Backfilling Or Filling, EXCEPT In Connection With Repairs To Building(S), Structure(S), Or Improvements To Land Including Land Fill Destroyed Or Damaged By A Covered Cause Of Loss
Electrical, Gas, Steam, Water, Telephone And Other Transmission Lines And Related Plants, Substations And Equipment Located Beyond One Thousand (1,000) Feet From The Covered Property
Land; Water; Growing Crops; Lawns; Outdoor Trees, Shrubs And Plants; Standing Timber; Coal; Mines, Including Property Contained Therein
Named Insured's Interest In Property Of Which The Named Insured Is A Joint Owner With Other Parties (Known As Joint Venture Property) Unless Declared As Such In The Schedule Of Values
Underground Wells, Piping, Mains, Sewers And Drains, Including Personal Property Therein; Unless Included In The Schedule Of Values
As Respects Loss Of Revenue Coverage: - Any Physical Loss Or Damage To Property Not Insured By This Policy; - Any Increase Of Loss Which May Be Occasioned By The Suspension, Non Completion, Lapse, Or Cancellation Of Any Lease,License, Contract, Or Purchase Order; - Any Increase Of Loss Due To Interference At The Named Insured's Property By Strikers Or Other Persons With Rebuilding, Repairing, Or Replacing The Property Damaged Or Destroyed, Or With The Resumption Or Continuation Of Business, Or With The Re-Occupancy Of The Property; - Any Loss Occurring To Property In Transit Off Premises; - Non Availability Of Funds, Other Than Insurance Reimbursement, For The Repair Or Replacement Of Lost Or Damaged Covered Property; - The Failure Of The Named Insured To Use Diligence And Dispatch In Restoring The Damage Property To The Condition Existing Prior To The Physical Loss Or Damage.
Zurich Operational Civil Works Policy (Coverage & Exclusions)
Unexplained or mysterious disappearance, shortage or other loss discovered upon taking inventory.

Binding Requirements:

DESCRIPTION
None

Program Details (Cont.)

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Total Insured Value - $1,171,174,715
60 Days Written Notice of Cancellation; 10 Days Written Notice for Non-Payment
Zurich shall have the right to inspect property and operations at any reasonable time. Insured agrees to comply with any reasonable Risk Engineering recommendations to avoid a loss.
The Named Insured will report in writing to the Carrier every loss Occurrence which may give rise to a claim under this Policy as soon as possible, but not later than (30) thirty days after it becomes known to the Named Insured.
Knowledge of an occurence* by the agent, servant or employee of the Named Insured shall not in itself constitute Knowledge by the Named Insured, unless the Owner, General Manager, Director, Risk Manager or General Counsel shall have received such notice from its or their agent, servant or employee.
Deductible & Waiting Periods: In the event that more than one deductible as attached to this Policy shall apply to Insured I loss of or damage to Covered Property in any one Occurrence, only the largest deductible shall be applied.Loss of Revenue; the waiting period will always be applied in addition to any dollar deductible stated for physical damage.
3 Year Rate Guarantee extended to 7/1/2017, subject to: - Loss ratio, including expense & reserve, not to exceed 30% - Increase of Property and/or Time Element value less than 5% - Insured agrees to provide Zurich with updated values within 30 days of each anniversary date

Premium	**$531,306.00**
Taxes	
Admitted carrier surcharges	
Total Taxes	**$0.00**
ESTIMATED PROGRAM COST	**$531,306.00**
Minimum Premium -	**100.00 %**
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	**$10,626.00**

Program Details (Cont.)

	Exposures		Premium
Property Damage	$876,356,995		$355,849.00
Loss of Revenue	$294,817,720		$175,457.00
		Subtotal	$531,306.00
Terrorism Coverage Premium			$ 10,626.00
Estimated Admitted Carrier State Assessments & Surcharges (N/A this year)			$ 0.00
Total TIV	**$1,171,174,715**	Total	**$541,932.00**

Signature: _____

Title: _____

Date: _____

Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

☐ No Changes and/or Developments

Signature: _____

Title: _____

Date: _____

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as "supplemental commissions" are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.

3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.

5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.

6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.

Proposal Disclosures (Cont.)

7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, 20th Floor
Itasca, IL 60143

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by $20 million each calendar year before the TRIPRA program responds from the 2015 trigger of $100 million to $200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

Central Florida Expressway Authority

Client Signature Requirements

Coverages For Consideration

Overview
- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

Other Coverage Considerations
- Cyber Risk
- Loss of Revenue, Non-Physical Damage

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Central Florida Expressway Authority

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 5/18/2015, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

		LINE OF COVERAGE	CARRIER
☐Accept	☐ Reject	Property	Zurich American Insurance Company of IL (Zurich Group)
☐Accept	☐ Reject	TRIA Coverage	

Producer/ Insured Coverage Amendments and Notes:

Client Initials

Client Authorization To Bind Coverage

Provide Quotations or Additional Information on the Following Coverage Considerations:

Other Coverage Considerations
☐Yes ☐No Cyber Risk

☐Yes ☐No Loss of Revenue, Non-Physical Damage

Note: Selecting the "Reject All or Accept All" option will override any selections that you have made above
☐ Reject All ☐ Accept All - Coverages for Consideration

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed $20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: _____
Specify: owner, partner or corporate officer

_____
Print Name

Date: _____

Claims Reporting By Policy

Direct Reporting

Immediately report all claims for the following lines of coverage to the insurance carrier.

Policy #IM552554200
ZURICH AMERICAN INSURANCE COMPANY
P.O. Box 968084
Schaumburg, IL 60196
Phone: (800) 987-3373
Online: ZNA Online Claims
Fax: (877) 962-2567
Email: USZ_CareCenter@Zurichna.com

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Central Florida Expressway Authority

COVERAGE(S)	CARRIER NAME(S)	ESTIMATED ANNUAL PREMIUM [1]	COMM. % OR FEE [2]	WHOLESALER, MGA OR INTERMEDIARY NAME [3]	WHOLESALER, MGA OR INTERMEDIARY COMMISSION % / FEE S [4]	AJG OWNED? YES/NO
Property	Zurich American Insurance Company of IL (Zurich Group)	$531,306.00	0%	N/A	N/A	N/A
Risk Management Fee			$50,000.00			

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Compensation Disclosure or contact your Gallagher representative for additional information.

1 *A verbal quotation was received from this carrier. We are awaiting a quotation in writing. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
** A written quotation was received from this carrier. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
2 The commission rate is a percentage of annual premium excluding taxes & fees.
3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
4 * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

CONSENT AGENDA ITEM

#12

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Renewal of Agreement with
Technical Aid Corporation d/b/a Advantage Technical Resourcing for
Information Technology Services
Contract No. 000882

Board approval is requested for the third renewal of the referenced contract with Technical Aid Corporation d/b/a Advantage Technical Resourcing (ATR) in the amount of $150,000.00. The renewal period will be from June 30, 2015, to June 29, 2016, at the same hourly rates currently being charged by ATR under the original Contract.

ATR provides a pool of support personnel from which our Information Technology (IT) Department can draw, on an as-needed basis, when specialized technical support is required. Costs incurred will be charged against the IT budget.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000882

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Technical Aid Corporation d/b/a Advantage Technical Resourcing, hereinafter called "Contractor".

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated May 21, 2012, with a Notice to Proceed date of June 4, 2012, whereby the Authority retained Contractor to perform information technology services in connection with the Authority's business operations; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the third renewal of said Original Agreement beginning the 1st day of July, 2015 and ending the 30th day of June, 2016, at the cost of $150,000.00, which amount restates the amount of the Original Agreement. Fees for this renewal shall be the current rates charged by Contractor as outlined in Contract No. 098-GG04 between Contractor and the School Board of Miami-Dade County attached to the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal Agreement ending June 30, 2015, Contractor shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending June 30, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

TECHNICAL AID CORPORATION d/b/a
ADVANTAGE TECHNICAL RESOURCING

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

LEGAL APPROVAL:_____
AS TO FORM General Counsel for the Authority

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000882

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 22nd day of January, 2014, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Technical Aid Corporation d/b/a Advantage Technical Resourcing, hereinafter called "Contractor".

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated May 21, 2012, with a Notice to Proceed date of June 4, 2012, whereby the Authority retained Contractor to perform information technology services in connection with the Authority's business operations; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the second renewal of said Original Agreement beginning the 4th day of June, 2014 and ending the 3rd day of June, 2015, at the cost of $150,000.00, which amount restates the amount of the Original Agreement. Fees for this renewal shall be the current rates charged by Contractor as outlined in Contract No. 098-GG04 between Contractor and the School Board of Miami-Dade County attached to the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending June 3, 2014, Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending June 3, 2014.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

TECHNICAL AID CORPORATION d/b/a
ADVANTAGE TECHNICAL RESOURCING

BY: _____
Authorized Signature

Print Name: JONATHAN T. MANN, ESQ.

Title: SENIOR VICE PRESIDENT AND GENERAL COUNSEL

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
AS TO FORM General Counsel for the Authority

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000882

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 28th day of March, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Technical Aid Corporation d/b/a Advantage Technical Resourcing, hereinafter called "Contractor".

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated May 21, 2012, with a Notice to Proceed date of June 4, 2012, whereby the Authority retained Contractor to perform information technology services in connection with the Authority's business operations; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the first renewal of said Original Agreement beginning the 4th day of June, 2013 and ending the 3rd day of June, 2014, at the cost of $150,000.00, which amount restates the amount of the Original Agreement. Fees for this renewal shall be the current rates charged by Contractor as outlined in Contract No. 098-GG04 between Contractor and the School Board of Miami-Dade County attached to the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 3, 2013, Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 3, 2013.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

TECHNICAL AID CORPORATION d/b/a
ADVANTAGE TECHNICAL RESOURCING

BY: _____
Authorized Signature

Print Name: JONATHAN T. MANN, ESQ.

Title: VICE PRESIDENT AND GENERAL COUNSEL

ATTEST: _____ (SEAL)
Secretary or Notary

PAM A. GIORDANO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 25, 2016

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
AS TO FORM General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
4/15/13
SIGNATURE / DATE

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Information Technology Services
Contract No. 000882
Supplemental Agreement No. 1

Technical

This Supplemental Agreement entered into this 27th day of September, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY herein referred to as the "Authority", and ~~TECHNOLOGY~~ AID CORPORATION d/b/a ADVANTAGE TECHNICAL RESOURCING, herein referred to as the "Contractor", the same being supplementary to the Contract by and between the aforesaid, dated May 21, 2012, for the cost of providing information technology services, in Orange County, Florida.

1. The Authority has determined it necessary to increase the Contract amount by $60,000.00 in order to continue the required information technology services, and

2. The Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated May 21, 2012, and

3. The Authority and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to provide funding to continue the required information technology services and was approved by the Authority's Board of Directors at its meeting on September 26, 2012.

DOCEA '12NOV28 PM 3:24

SUPPLEMENTAL AGREEMENT NO. 1

OOCEA '12NOV28 PM 3:24

Contract Name: Information Technology Services

Contract No.: 000882

Amount of Changes to this document: $60,000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Technical
~~TECHNOLOGY~~ AID CORPORATION d/b/a ADVANTAGE TECHNICAL RESOURCING

By: _____
Signature

Print Name: **Jonathan T. Mann, Esq.**

Title: **Vice President and General Counsel**

Attest: _____ (Seal)

PAULAJO ARSENAULT
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 17, 2018

Approved as to form and execution, only.

_____
General Counsel for the Authority

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Information Technology Services
Contract No. 000882
Supplemental Agreement No. 2

This Supplemental Agreement entered into this 23rd day of January, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY herein referred to as the "Authority", and TECHNICAL AID CORPORATION d/b/a ADVANTAGE TECHNICAL RESOURCING, herein referred to as the "Contractor", the same being supplementary to the Contract by and between the aforesaid, dated May 21, 2012, for the cost of providing information technology services, in Orange County, Florida.

1. The Authority has determined it necessary to increase the Contract amount by $112,000.00 in order to continue the required information technology services to the end of the Contract Term, and

2. The Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated May 21, 2012, and

3. The Authority and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 2 is necessary to provide additional funding to continue the required information technology services until the end of the Contract Term and was approved by the Authority's Board of Directors at its meeting on January 23, 2013.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Information Technology Services

Contract No.: 000882

Amount of Changes to this document: $112,000.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TECHNICAL AID CORPORATION d/b/a ADVANTAGE TECHNICAL RESOURCING

By: _____
Signature

Print Name: JONATHAN T. MANN, ESQ.

Title: VICE PRESIDENT AND GENERAL COUNSEL

Witness: 1) _____

2) _____

Approved as to form and execution, only.

_____
General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
1/31/13
SIGNATURE / DATE

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Information Technology Services
Contract No. 000882
Supplemental Agreement No. 3

This Supplemental Agreement entered into this 1st day of February, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY herein referred to as the "Authority", and TECHNICAL AID CORPORATION d/b/a ADVANTAGE TECHNICAL RESOURCING, herein referred to as the "Contractor", the same being supplementary to the Contract by and between the aforesaid, dated May 21, 2012, for the cost of providing information technology services, in Orange County, Florida.

1. The Authority wishes to amend the language in the Agreement under Article 2, Contract Term and Termination, by inserting the following new language at the end of the first paragraph:

   "There shall be four (4) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the Authority. Renewals will be based, in part, on a determination by the Authority that the value and level of service provided by the Contractor are satisfactory and adequate for the Authority's needs. If a renewal option is exercised, the Authority will provide the Contractor with written notice of its intent at least 30 days prior to the expiration of the initial one year Contract Term", and

2. The Contractor hereby agrees to the amended language with no increase on the Contract amount or Contract time, and

3. The Authority and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 3 is necessary to amend the language in the Contract to provide renewal options.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Information Technology Services

Contract No.: 000882

Amount of Changes to this document: $0.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TECHNICAL AID CORPORATION d/b/a ADVANTAGE TECHNICAL RESOURCING

By: _____
Signature

Print Name: JONATHAN T. MANN, ESQ.

Title: VICE PRESIDENT AND GENERAL COUNSEL

Witness: 1) _____

2) _____

RECEIVED
CONTRACTS DEPT
_____ 2/22/13
SIGNATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Information Technology Services

Contract No: 000882

This Supplemental Agreement No. 4 entered into this 11th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and TECHNICAL AID CORPORATION d/b/a ADVANTAGE TECHNICAL RESOURCING, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated May 21, 2012, for providing information technology services, (the Contract").

1. In accordance with Article 2, Contract Term and Termination, of the Contract, the Authority wishes to extend the term of the Contract through June 30, 2015, with no increase in the Contract amount.

2. The Contractor hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.

3. The Authority and Contractor agree that this Supplemental Agreement No. shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Contractor's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 4 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Information Technology Services

Contract No.: 000882

Amount of Changes to this document: $0.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TECHNICAL AID CORPORATION d/b/a ADVANTAGE TECHNICAL RESOURCING

_____
Signature

Print Name:_____

Title: _____

Attest: _____(Seal)

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
TECHNICAL AID CORPORATION d/b/a
ADVANTAGE TECHNICAL RESOURCING

INFORMATION TECHNOLOGY SERVICES
CONTRACT NO. 0008882

CONTRACT AMOUNT: $75,000.00
CONTRACT DATE: MAY 21, 2012

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

INFORMATION TECHNOLOGY SERVICES
CONTRACT NO. 000882

MAY 2012

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Tanya J. Wilder, Member

Interim Executive Director

Max Crumit, P.E.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
INFORMATION TECHNOLOGY SERVICES
CONTRACT NO. 000882

This Contract is made this 21st day of May, 2012, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and TECHNICAL AID CORPORATION d/b/a ADVANTAGE TECHNICAL RESOURCING, 201 East Pine Street, Suite 825, Orlando, Florida 32801, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide information technology services; and,

WHEREAS, on or about October 18, 2007, the CONTRACTOR entered into an agreement with The School Board of Miami-Dade County, Florida (098-GG04) to provide the same services as required by the AUTHORITY, said agreement having been extended by The School Board of Miami-Dade County Florida to July 17, 2012; and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR has an existing contract with The School Board of Miami-Dade County, Florida for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by The School Board of Miami-Dade County, Florida; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with The School Board of Miami-Dade County, Florida, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be one (1) year from the date of the Notice to Proceed from the AUTHORITY.

Termination shall be according to the CONTRACTOR's agreement with The School Board of Miami-Dade County, Florida.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with The School Board of Miami-Dade County, Florida and shall not exceed $75,000.00 during the term of this Contract without the approval of the AUTHORITY.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with The School Board of Miami-Dade County, Florida. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

5. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or

occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees.

6. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

7. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.

8. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. The CONTRACTOR acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full.

10. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

11. SUBLETTING AND ASSIGNMENT

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

12. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

13. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

14. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

15. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORTIY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

16. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

16.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

16.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

17. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on May 18, 2012.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TECHNICAL
~~TECHNOLOGY~~ AID CORPORATION d/b/a
ADVANTAGE TECHNICAL RESOURCING

By: _____
JONATHAN T. MANN, ESQ.
VP AND GENERAL COUNSEL
Title

Attest: _____ (Seal)

Date: May 25, 2012

PAULAJO ARSENAULT
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 17, 2018

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Lawrence S. Feldman, Vice Chair
Dr. Dorothy Bendross-Mindingall
Carlos L. Curbelo
Renier Diaz de la Portilla
Dr. Wilbert "Tee" Holloway
Dr. Martin Karp
Dr. Marta Pérez
Raquel A. Regalado

November 14, 2011

Mr. Jonathan T. Mann, Vice President
Technical Aid Corporation
D.b.a. Advantage Technical Resourcing
220 Norwood Park South
Norwood, MA 02062

SUBJECT:	EXTENSION OF CONTRACT
CONTRACT NO:	098-GG04
TITLE:	INFORMATION TECHNOLOGY CONSULTANTS
EXTENSION PERIOD:	10/18/2011 – 7/17/2012

Dear Mr. Mann:

The Superintendent of Schools approved extension of the above-mentioned contract. This is your official notice of contract extension.

Purchase orders will be issued for these services, as needed, for the contract period indicated above. For further information, please contact me at (305) 995-1358.

Sincerely yours,

Harry Eschbach
Buyer

HE/ae

Procurement Management Services
School Board Administration Building • 1450 N.E. 2nd Ave. • Suite 351 • Miami, FL 33132
305-995-2414 • 305-995-2445 (FAX) • www.procurement.dadeschools.net

Miami-Dade County Public Schools

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Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Agustin J. Barrera, Chair
Perla Tabares Hantman, Vice Chair
Renier Diaz de la Portilla
Evelyn Langlieb Greer
Dr. Wilbert "Tee" Holloway
Dr. Martin Karp
Ana Rivas Logan
Dr. Marta Pérez
Dr. Solomon C. Stinson

August 24, 2010

Company Name: Technical Aid Corporation d/b/a Advantage Technical Resourcing
Street Address: 888 Washington Street
City, State and Zip Code: Dedham, MA 02026

PHONE: 781-251-8000 **FAX:** 781-251-8055

SUBJECT: **ONE (1) YEAR EXTENSION OF CONTRACT NO. 098-GG04 — INFORMATION TECHNOLOGY CONSULTANTS**

Dear IT Consulting Firm:

The above-mentioned bid expires on October 17, 2010. We are considering the extension of this contract for an additional one-year period.

Please advise if you would accept a contract extension for one year, if approved by the Miami-Dade County Public Schools, Superintendent of Schools, for contract listed above, for a period of one-year, effective October 18, 2010, *through October 17, 2011*, with the same terms and conditions, at the same or lower prices.

PLEASE FAX YOUR RESPONSE TO 305-523-4992 AND YOUR CURRENT OCCUPATIONAL LICENSE NO LATER THAN 08/31/2010. SHOULD YOU REQUIRE ASSISTANCE, PLEASE CONTACT ME AT (305) 995-2830.

Sincerely yours,

Suzanne F. Lopez

Suzanne F. Lopez, CPPB
Procurement Management Services

YES [X] NO [ ]

COMMENTS: _____

SIGNED: Jonathan PRINT NAME: Jonathan T. Mann, Esq. / General Counsel

PRIMARY SALES CONTACT: Laura Ware PHONE NUMBER 407-515-2363

E-MAIL: lauraware@advantageresourcing.com WEB SITE: www.hirethinking.com

Office of Superintendent of Schools
Board Meeting of October 17, 2007

October 3, 2007

Business Operations
Ofelia San Pedro, Deputy Superintendent

SUBJECT: **AWARD BID NO. 098-GG04 – INFORMATION TECHNOLOGY CONSULTANTS**

COMMITTEE: **INNOVATION, EFFICIENCY & GOVERNMENTAL RELATIONS**

LINK TO DISTRICT STRATEGIC PLAN: **EVALUATE AND REDESIGN INTERNAL BUSINESS OPERATIONS**

The purpose of this bid, opened on August 28, 2007, is to establish a contract, with preapproved vendors, to purchase various information technology consulting services, for Information Technology Services. This is a term bid which states that the Board may purchase quantities, as may be required, at the unit price bid, but is not obligated to purchase any guaranteed amount. Forty eight (48) vendors responded to this advertised bid solicitation.

This bid preapproves vendors who will be requested to submit resumés that meet scope of work requirements, which could include areas of specific expertise and/or certifications. The quote process insures that a large pool of potential consultants is available at the time the District identifies a need for a particular consultant service exceeding $6,000. Applicant rates will not exceed the ceiling hourly rate, and the District will secure the lowest market rate to satisfactorily accomplish the task.

Fund Source
Various

RECOMMENDED: That The School Board of Miami-Dade County, Florida, **AWARD** Bid No. 098-GG04 – INFORMATION TECHNOLOGY CONSULTANTS, to establish a contract, with preapproved vendors, to purchase various information technology consulting services, for Information Technology Services, during the term of the bid, effective October 18, 2007, through October 17, 2009, as follows:

Item 1: APPLICATIONS DEVELOPMENT
Item 1A – Director, Systems and Programming per hour ceiling rate.
Item 1B – Manager, Applications Development per hour ceiling rate.
Item 1C – Applications Architect per hour ceiling rate.
Item 1D – Systems Analyst per hour ceiling rate.
Item 1E – Applications Development Analyst per hour ceiling rate.

Item 2: DATA STRATEGY AND MANAGEMENT
Item 2A – Database Manager per hour ceiling rate.
Item 2B – Data security Specialist per hour ceiling rate.
Item 2C – Database Analyst per hour ceiling rate.
Item 2D – Data Architect per hour ceiling rate.
Item 2E – Data Modeler per hour rate.
Item 2F – Database Administrator per hour ceiling rate.

Item 3: Quality Assurance
Item 3A – Manager, Quality Assurance per hour ceiling rate.
Item 3B – Quality Assurance Analyst per hour ceiling rate.

Item 4: TECHNOLOGY RESEARCH
Item 4A – Manager, Technology Research per hour ceiling rate.
Item 4B – Technology Research Analyst per hour ceiling rate.

Item 5: CLIENT TECHNOLOGIES
Item 5A – Manager, Client Technologies per hour ceiling rate.
Item 5B – Client Technologies Analyst per hour ceiling rate.
Item 5C – Client Technologies Technician per hour ceiling rate.

Item 6: CUSTOMER SUPPORT
Item 6A – Manager, Customer Support per hour ceiling rate.
Item 6B – Customer Support Analyst per hour ceiling rate.
Item 6C - Customer Support Technician per hour ceiling rate.

Item 7: NETWORK MANAGEMENT
Item 7A – Director, Network Operations per hour ceiling rate.
Item 7B – Manager, Network Operations per hour ceiling rate.
Item 7C – Network Architect per hour ceiling rate.
Item 7D – Network Engineer per hour ceiling rate.
Item 7E – Network Analyst per hour ceiling rate.
Item 7F – Network Administrator per hour ceiling rate.
Item 7G – Network Technician per hour ceiling rate.
Item 7H – Network Security Specialist per hour ceiling rate.

Item 8: INTERNET PLANNING, ENGINEERING AND OPERATION
Item 8A – Management, Internet Operations per hour ceiling rate.
Item 8B – Internet/Web Architect per hour ceiling rate.
Item 8C – Webmaster per hour ceiling rate.
Item 8D – Web Applications Programmer per hour ceiling rate.
Item 8E – Internet/Web Engineer per hour ceiling rate.
Item 8F – Internet/Web Systems Administrator per hour ceiling rate.
Item 8G – Web Customer Support Specialist per hour ceiling rate.
Item 8H – Web Designer per hour ceiling rate.
Item 8I – Web Security Specialist per hour ceiling rate.

Item 9: OPERATIONS
Item 9A – Director, Data Center Operations per hour ceiling rate.
Item 9B – Manager, Computer Operations per hour ceiling rate.
Item 9C – Supervisor, Computer Operations per hour ceiling rate.
Item 9D – Computer Operator per hour ceiling rate.
Item 9E – Manager, Capacity Planning per hour ceiling rate.
Item 9F – Manager, Production support per hour ceiling rate.
Item 9G – Production Support Analyst per hour ceiling rate.

Item 10: TELECOMMUNICATIONS
Item 10A – Manager, Telecommunications Operations per hour ceiling rate.
Item 10B – Telecommunications Engineer per hour ceiling rate.
Item 10C – Telecommunications Technician per hour ceiling rate.

Item 11: ELECTRONIC COMMERCE
Item 11A – Director, Electronic Commerce per hour ceiling rate.
Item 11B – Manager, Electronic Commerce per hour ceiling rate.
Item 11C – Electronic Commerce Analyst per hour ceiling rate.
Item 11D – EDI Specialist per hour ceiling rate.

Item 12: BUSINESS INTELLIGENT SYSTEM MANAGEMENT
Item 12A – Director, Data Warehouse per hour ceiling rate.
Item 12B – Manager, Data Warehouse per hour ceiling rate.
Item 12C – Data Warehouse Analyst per hour ceiling rate.
Item 12D – Data Warehouse Administrator per hour ceiling rate.
Item 12E – Manager, Decision Support per hour ceiling rate.
Item 12F – Decision Support Specialist per hour ceiling rate.
Item 12G – Decision Support Administrator per hour ceiling rate.
Item 12H – Knowledge Engineer per hour ceiling rate.

Item 13: ENTERPRISE RESOURCE PLANNING (ERP)
Item 13A – ERP Configurer per hour ceiling rate.
Item 13B – Programmer Analyst per hour ceiling rate.

Item 14: VENDOR RELATIONSHIP MANAGEMENT
Item 14A – Manager Vendor Relationship per hour ceiling rate.
Item 14B – Contract Manager per hour ceiling rate.
Item 14C – Service Manager per hour ceiling rate.
Item 14D – Finance/Administration Specialist per hour ceiling rate.

Item 15: ADMINISTRATION
Item 15A – Asset Manager per hour ceiling rate.
Item 15B – HR/IT Generalist per hour ceiling rate.
Item 15C – Resource Manager per hour ceiling rate.
Item 15D – Documentation Specialist/Technical Writer per hour ceiling rate.
Item 15E – Manager IT Audit per hour ceiling rate.
Item 15F – IT Auditor per hour ceiling rate.

Item 16: TRAINING
Item 16A – Manager, Technical Training per hour ceiling rate.
Item 16B – Technical Trainer per hour ceiling rate.

Item 17: SECURITY/BUSINESS CONTINUANCE
Item 17A – Security Manager per hour ceiling rate.
Item 17B – Security Analyst per hour ceiling rate.

Item 18: SYSTEM AND PROGRAMMING ADMINISTRATION
Item 18A – Manager, Systems Software per hour ceiling rate.
Item 18B – System Architect per hour ceiling rate.
Item 18C – Systems Software Programmer per hour ceiling rate.
Item 18D – Groupware Specialist per hour ceiling rate.
Item 18E – Systems Administrator per hour ceiling rate.
Item 18F – Systems Security Specialist per hour ceiling rate.

Item 19: BUSINESS ANALYSIS AND PLANNING
Item 19A – Manager IT Business Planning per hour ceiling rate.
Item 19B – Business Process Consultant per hour ceiling rate.
Item 19C – Business Analyst per hour ceiling rate.
Item 19D – IT Business Consultant per hour ceiling rate.
Item 19E – Enterprise Architect per hour ceiling rate.

Item 20: PROGRAM MANAGEMENT
Item 20A – Program Manager per hour ceiling rate.
Item 20B – Project Manager per hour ceiling rate.
Item 20C – Project Leader per hour ceiling rate.

Item 21: CUSTOMER SERVICE HOTLINE
Item 21A – Manager, Customer Service Hotline per hour ceiling rate.
Item 21B – Customer Service Hotline Representative per hour ceiling rate.

1. ACADEMY DESIGN AND TECHNICAL SERVICES, INC.
1303 NORTH STATE ROAD 7
MARGATE, FL 33063
OWNER: THOMAS J. SHOLAR, PRESIDENT

Item 1A – $68.75
Item 1B – $63.50
Item 1C – $62
Item 1D – $58
Item 1E – $51

Item 2A – $53
Item 2B – $62
Item 2C – $49.75
Item 2D – $65
Item 2E – $59.50
Item 2F – $53

Item 3A – $59
Item 3B – $48

Item 4A – $62
Item 4B – $48

Item 5A – $62
Item 5B – $53
Item 5C – $29

Item 6A – $53
Item 6B – $37
Item 6C – $24.50

Item 7A – $78
Item 7B – $63
Item 7C – $73
Item 7D – $58
Item 7E – $49
Item 7F – $47
Item 7G – $32
Item 7H – $60

Item 8A – $63
Item 8B – $61
Item 8C – $57
Item 8D – $49
Item 8E – $59
Item 8F – $59.75
Item 8G – $35
Item 8H – $49
Item 8I – $54

Item 9A – $87
Item 9B – $62
Item 9C – $48
Item 9D – $28
Item 9E – $63
Item 9F – $59
Item 9G – $47

Item 10A – $61
Item 10B – $55
Item 10C – $35

Item 11A – $79
Item 11B – $57
Item 11C – $48
Item 11D – $54

Item 12A – $82
Item 12B – $68
Item 12C – $59
Item 12D – $58
Item 12E – $63
Item 12F – $54
Item 12G – $44
Item 12H – $68

Item 13A – $68
Item 13B – $59

Item 14A – $62
Item 14B – $54
Item 14C – $49
Item 14D – $39

Item 15A – $58
Item 15B – $43
Item 15C – $57
Item 15D – $46
Item 15E – $66.50
Item 15F – $59

Item 16A – $62
Item 16B – $46

Item 17A – $67
Item 17B – $58

Item 18A – $74
Item 18B – $71
Item 18C – $59
Item 18D – $58
Item 18E – $49
Item 18F – $47

Item 19A – $72
Item 19B – $68
Item 19C – $54
Item 19D – $57
Item 19E – $69

Item 20A – $68
Item 20B – $66
Item 20C – $59

Item 21A – $39
Item 21B – $23

2. ADVANCED SYSTEMS DESIGN, INC.
2450 TIM GAMBLE PLACE, SUITE 200
TALLAHASSEE, FL 32308
OWNER: JOHN DUBARD, PRESIDENT

Item 1A – $124.54
Item 1B – $99.57
Item 1C – $87.75
Item 1D – $70.17
Item 1E – $72.55

Item 2A – $112.28
Item 2B – $80.12
Item 2C – $72
Item 2D – $95.75
Item 2E – $80.55
Item 2F – $85

Item 3A – $93.60
Item 3B – $67

Item 4A – $103.50
Item 4B – $82.65

Item 5A – $99.07
Item 5B – $61.09
Item 5C – $47.70

Item 6A – $87.08
Item 6B – $52.12
Item 6C – $45.68

Item 7A – $89.02
Item 7B – $102.49
Item 7C – $85
Item 7D – $92
Item 7E – $71.33
Item 7F – $65.90
Item 7G – $62.89
Item 7H – $80.10

Item 8A – $106.43
Item 8B – $75.13
Item 8C – $63.39
Item 8D – $54.50
Item 8E – $79.95
Item 8F – $85.17
Item 8G – $57
Item 8H – $62
Item 8I – $112.50

Item 9A – $122
Item 9B – $90.48
Item 9C – $82.12
Item 9D – $37.69
Item 9E – $110.03
Item 9F – $100.57
Item 9G – $58.14

Item 10A – $101.70
Item 10B – $65.79
Item 10C – $52

Item 11A – $161.10
Item 11B – $113.85
Item 11C – $59.39
Item 11D – $79.85

Item 12A – $130.28
Item 12B – $118.64
Item 12C – $77.07
Item 12D – $88.63
Item 12E – $131.29
Item 12F – $75.34
Item 12G – $80.25
Item 12H – $130

Item 13A – $73.20
Item 13B – $76.50

Item 14A – $130.24
Item 14B – $94.28
Item 14C – $65.34
Item 14D – $67

Item 15A – $92.93
Item 15B – $99.23
Item 15C – $101.09
Item 15D – $59.07
Item 15E – $107.50
Item 15F – $95

Item 16A – $87.15
Item 16B – $51.75

Item 17A – $110.50
Item 17B – $65.44

Item 18A – $105.38
Item 18B – $67.37
Item 18C – $75.13
Item 18D – $78.19
Item 18E – $62.22
Item 18F – $69.50

Item 19A – $116.50
Item 19B – $84.27
Item 19C – $67
Item 19D – $77.84
Item 19E – $126.57

Item 20A – $105.93
Item 20B – $103.50
Item 20C – $89.10

Item 21A – $90.62
Item 21B – $51

3. ADVANCED TOTAL SYSTEMS, INC.
8100 S.W. 81st DRIVE, SUITE 279
MIAMI, FL 33143
OWNER: OSIRIS VILLACAMPA, PRESIDENT

Item 1A – $125
Item 1B – $105
Item 1C – $95
Item 1D – $95
Item 1E – $95

Item 2A – $105
Item 2B – $95
Item 2C – $95
Item 2D – $110
Item 2E – $110
Item 2F – $85

Item 3A – $95
Item 3B – $90

Item 4A – $105
Item 4B – $95

Item 5A – $105
Item 5B – $95
Item 5C – $75

Item 6A – $105
Item 6B – $95
Item 6C – $65

Item 7A – $120
Item 7B – $105
Item 7C – $125
Item 7D – $120
Item 7E – $110
Item 7F – $95
Item 7G – $75
Item 7H – $85

Item 8A – $98
Item 8B – $85
Item 8C – $85
Item 8D – $90
Item 8E – $95
Item 8F – $90
Item 8G – $60
Item 8H – $85
Item 8I – $85

Item 9A – $105
Item 9B – $100
Item 9C – $95
Item 9D – $60
Item 9E – $95
Item 9F – $95
Item 9G – $90

Item 11A – $110
Item 11B – $100
Item 11C – $95
Item 11D – $95

Item 12A – $120
Item 12B – $105
Item 12C – $105
Item 12D – $95
Item 12E – $95
Item 12F – $90
Item 12G – $90
Item 12H – $90

Item 13A – $110
Item 13B – $95

Item 15A – $95
Item 15B – $90
Item 15C – $90
Item 15D – $55
Item 15E – $95
Item 15F – $95

Item 16A – $95
Item 16B – $75

Item 17A – $120
Item 17B – $110

Item 18A – $110
Item 18B – $105
Item 18C – $90
Item 18D – $95
Item 18E – $95
Item 18F – $95

Item 19A – $105
Item 19B – $110
Item 19C – $95
Item 19D – $105
Item 19E – $110

Item 20A – $135
Item 20B – $110
Item 20C – $105

Item 21A – $105
Item 21B – $55

4. BEARING POINT, INC.
3800 ESPLANADE WAY, SUITE 310
TALLAHASSEE, FL 32311
OWNER: PUBLICLY TRADED COMPANY

Item 1A – $310.59
Item 1B – $268.75
Item 1C – $150.35
Item 1D – $147.74
Item 1E – $135.42

Item 2A – $182.99
Item 2B – $169.97
Item 2C – $163.37
Item 2D – $164.58
Item 2E – $150.52
Item 2F – $153.99

Item 3A – $214.58
Item 3B – $117.36

Item 4A – $159.72
Item 4B – $166.49

Item 5A – $202.78
Item 5B – $136.63
Item 5C – $123.78

Item 6A – $183.33
Item 6B – $177.95
Item 6C – $91.32

Item 7A – $205.90
Item 7B – $207.47
Item 7C – $151.04
Item 7D – $166.49
Item 7E – $173.44
Item 7F – $139.41
Item 7G – $110.07
Item 7H – $131.94

Item 8A – $207.81
Item 8B – $159.72
Item 8C – $123.26
Item 8D – $163.19
Item 8E – $142.36
Item 8F – $156.60
Item 8G – $81.94
Item 8H – $151.74
Item 8I – $175.35

Item 9A – $203.65
Item 9B – $201.39
Item 9C – $114.76
Item 9D – $81.25
Item 9E – $169.79
Item 9F – $149.65
Item 9G – $114.76

Item 10A – $187.33
Item 10B – $154.34
Item 10C – $91.32

Item 11A – $248.61
Item 11B – $175.69
Item 11C – $124.48
Item 11D – $125.52

Item 12A – $252.08
Item 12B – $176.91
Item 12C – $153.82
Item 12D – $133.68
Item 12E – $202.60
Item 12F – $147.92
Item 12G – $107.81
Item 12H – $177.95

Item 13A – $177.50
Item 13B – $274.72

Item 14A – $229.17
Item 14B – $145.49
Item 14C – $124.65
Item 14D – $97.47

Item 15A – $143.40
Item 15B – $118.06
Item 15C – $154.69
Item 15D – $111.46
Item 15E – $168.75
Item 15F – $126.74

Item 16A – $181.42
Item 16B – $111.63

Item 17A – $198.96
Item 17B – $138.19

Item 18A – $199.31
Item 18B – $171.35
Item 18C – $152.78
Item 18D – $129.51
Item 18E – $138.99
Item 18F – $99.13

Item 19A – $182.29
Item 19B – $163.37
Item 19C – $116.37
Item 19D – $156.42
Item 19E – $195.31

Item 20A – $232.81
Item 20B – $194.10
Item 20C – $147.40

Item 21A – $132.12
Item 21B – $96.18

5. BERRY, DUNN, MCNEIL & PARKER
100 MIDDLE STREET
PORTLAND, MAINE 04104
OWNER: KENNETH S. JONES, MANAGER

Item 17A – $250
Item 17B – $195

Item 19A – $250
Item 19B – $195
Item 19C – $165
Item 19D – $200
Item 19E – $200

Item 20A – $275
Item 20B – $250
Item 20C – $200

6. BUSINESS INFORMATION TECHNOLOGIES SOLUTIONS.COM, INC.
8529 SOUTH PARK CIRCLE, SUITE 260
ORLANDO, FL 32819
OWNER: SHERRY LUCKI, PRESIDENT

Item 1A – $187.50
Item 1B – $160
Item 1C – $157
Item 1D – $125
Item 1E – $105

Item 2A – $146
Item 2B – $130
Item 2C – $117
Item 2D – $148
Item 2E – $130
Item 2F – $110

Item 3A – $126
Item 3B – $71

Item 4A – $128
Item 4B – $98

Item 5A – $127
Item 5B – $108
Item 5C – $75

Item 6A – $146
Item 6B – $103
Item 6C – $73

Item 7A – $165
Item 7B – $146
Item 7C – $136
Item 7D – $122
Item 7E – $105
Item 7F – $95
Item 7G – $77
Item 7H – $98

Item 8A – $131
Item 8B – $127
Item 8C – $75
Item 8D – $115
Item 8E – $113
Item 8F – $113
Item 8G – $65
Item 8H – $100
Item 8I – $100

Item 11A – $200
Item 11B – $140
Item 11C – $75
Item 11D – $100

Item 12A – $200
Item 12B – $156
Item 12C – $150
Item 12D – $115
Item 12E – $155
Item 12F – $118
Item 12G – $71
Item 12H – $135

Item 13A – $180
Item 13B – $110

Item 16A – $104
Item 16A – $78

Item 18A – $160
Item 18B – $155
Item 18C – $150
Item 18D – $110
Item 18E – $111
Item 18F – $100

Item 19A – $145
Item 19B – $130
Item 19C – $90
Item 19D – $120
Item 19E – $156

Item 20A – $185
Item 20B – $135
Item 20C – $115

7. CANDOTECH CONSULTING, INC.
1034 HIGH MEADOW DRIVE
TALLAHASSEE, FL 32311
OWNER: KAKALI SARKAR, C.E.O.

Item 1A – $223
Item 1B – $193
Item 1C – $108
Item 1D – $106
Item 1E – $97

Item 2A – $131
Item 2B – $121
Item 2C – $117
Item 2D – $117
Item 2E – $108
Item 2F – $62

Item 3A – $153
Item 3B – $83

Item 4A – $114
Item 4B – $119

Item 5A – $145
Item 5B – $98
Item 5C – $89

Item 6A – $131
Item 6B – $127
Item 6C – $65

Item 7A – $147
Item 7B – $148
Item 7C – $108
Item 7D – $119
Item 7E – $124
Item 7F – $99
Item 7G – $79
Item 7H – $94

Item 8A – $149
Item 8B – $114
Item 8C – $88
Item 8D – $117
Item 8E – $101
Item 8F – $112
Item 8G – $58
Item 8H – $108
Item 8I – $126

Item 9A – $145
Item 9B – $144
Item 9C – $81
Item 9D – $58
Item 9E – $121
Item 9F – $107
Item 9G – $81

Item 10A – $134
Item 10B – $110
Item 10C – $65

Item 11A – $178
Item 11B – $125
Item 11C – $89
Item 11D – $90

Item 12A – $180
Item 12B – $126
Item 12C – $110
Item 12D – $95
Item 12E – $145
Item 12F – $106
Item 12G – $77
Item 12H – $127

Item 13A – $70
Item 13B – $109

Item 14A – $164
Item 14B – $89
Item 14C – $70
Item 14D – $93

Item 15A – $103
Item 15B – $109
Item 15C – $110
Item 15D – $80
Item 15E – $121
Item 15F – $90

Item 16A – $130
Item 16B – $80

Item 17A – $143
Item 17B – $99

Item 18A – $143
Item 18B – $123
Item 18C – $109
Item 18D – $92
Item 18E – $99
Item 18F – $71

Item 19A – $130
Item 19B – $117
Item 19C – $83
Item 19D – $112
Item 19E – $140

Item 20A – $167
Item 20B – $139
Item 20C – $105

Item 21A – $94
Item 21B – $68

8. CELT CORPORATION
199 FOREST STREET
MARLBOROUGH, MA 01752
OWNER: JOHN R. PHILLIPO, C.E.O.

Item 2A – $120
Item 2B – $110
Item 2C – $95
Item 2D – $140
Item 2E – $120
Item 2F – $95

Item 4A – $150
Item 4B – $75

Item 7A – $150
Item 7B – $135
Item 7C – $110
Item 7D – $80
Item 7E – $75
Item 7F – $100
Item 7G – $65
Item 7H – $85

Item 8A – $100
Item 8B – $75
Item 8C – $75
Item 8D – $80
Item 8E – $75
Item 8F – $80
Item 8G – $75
Item 8H – $75
Item 8I – $85

Item 10A – $100
Item 10B – $95
Item 10C – $65

Item 12A – $140
Item 12B – $140
Item 12C – $120
Item 12D – $120
Item 12E – $140
Item 12F – $100
Item 12G – $90
Item 12H – $160

Item 15A – $80
Item 15B – $80
Item 15C – $60
Item 15D – $80
Item 15E – $80
Item 15F – $80

Item 16A – $90
Item 16B – $70

Item 19A – $150
Item 19B – $130
Item 19C – $110
Item 19D – $130
Item 19E – $150

9. CIBER, INC.
1801 HERMITAGE BOULEVARD, SUITE 450
TALLAHASSEE, FL 32308
OWNER: BOBBY G. STEVENSON

Item 1A – $125
Item 1B – $105
Item 1C – $98
Item 1D – $82
Item 1E – $63

Item 2A – $76
Item 2B – $76
Item 2C – $66
Item 2D – $98
Item 2E – $76
Item 2F – $78

Item 3A – $83
Item 3B – $62

Item 4A – $99
Item 4B – $66

Item 5A – $82
Item 5B – $55
Item 5C – $43

Item 6A – $80
Item 6B – $65
Item 6C – $58

Item 7A – $79
Item 7B – $77
Item 7C – $98
Item 7D – $59
Item 7E – $63
Item 7F – $53
Item 7G – $42
Item 7H – $68

Item 8A – $85
Item 8B – $99
Item 8C – $56
Item 8D – $70
Item 8E – $75
Item 8F – $58
Item 8G – $52
Item 8H – $62
Item 8I – $69

Item 9A – $125
Item 9B – $85
Item 9C – $60
Item 9D – $37
Item 9E – $120
Item 9F – $55
Item 9G – $55

Item 10A – $91
Item 10B – $68
Item 10C – $42

Item 11A – $100
Item 11B – $90
Item 11C – $80
Item 11D – $90

Item 12A – $109
Item 12B – $97
Item 12C – $68
Item 12D – $67
Item 12E – $88
Item 12F – $66
Item 12G – $58
Item 12H – $86

Item 13A – $122
Item 13B – $110

Item 14A – $115
Item 14B – $80
Item 14C – $70
Item 14D – $65

Item 15A – $85
Item 15B – $75
Item 15C – $96
Item 15D – $50
Item 15E – $96
Item 15F – $80

Item 16A – $63
Item 16B – $52

Item 17A – $88
Item 17B – $76

Item 18A – $98
Item 18B – $98
Item 18C – $56
Item 18D – $83
Item 18E – $103
Item 18F – $53

Item 19A – $96
Item 19B – $80
Item 19C – $80
Item 19D – $99
Item 19E – $95

Item 20A – $99
Item 20B – $102
Item 20C – $83

Item 21A – $55
Item 21B – $49

10. COMPUTER AID, INC.
2255 GLADES ROAD, SUITE 239W
BOCA RATON, FL 33431
OWNER: ANTHONY SALVAGGIO

Item 1A – $154
Item 1B – $112
Item 1C – $92
Item 1D – $78
Item 1E – $76

Item 2A – $124
Item 2B – $112
Item 2C – $89
Item 2D – $101
Item 2E – $92
Item 2F – $99

Item 3A – $104
Item 3B – $86

Item 4A – $115
Item 4B – $100

Item 5A – $106
Item 5B – $68
Item 5C – $68

Item 6A – $70
Item 6B – $30
Item 6C – $40

Item 7A – $135
Item 7B – $120
Item 7C – $103
Item 7D – $100
Item 7E – $77
Item 7F – $65
Item 7G – $65
Item 7H – $80

Item 8A – $111
Item 8B – $125
Item 8C – $95
Item 8D – $88
Item 8E – $85
Item 8F – $90
Item 8G – $35
Item 8H – $100
Item 8I – $100

Item 9A – $90
Item 9B – $88
Item 9C – $71
Item 9D – $41
Item 9E – $95
Item 9F – $95
Item 9G – $75

Item 10A – $111
Item 10B – $96
Item 10C – $62

Item 11A – $100
Item 11B – $75
Item 11C – $60
Item 11D – $75

Item 12A – $125
Item 12B – $105
Item 12C – $100
Item 12D – $100
Item 12E – $150
Item 12F – $122
Item 12G – $105
Item 12H – $142

Item 13A – $175
Item 13B – $150

Item 14A – $100
Item 14B – $88
Item 14C – $75
Item 14D – $50

Item 15A – $50
Item 15B – $50
Item 15C – $75
Item 15D – $60
Item 15E – $101
Item 15F – $60

Item 16A – $100
Item 16B – $85

Item 17A – $95
Item 17B – $70

Item 18A – $115
Item 18B – $125
Item 18C – $88
Item 18D – $79
Item 18E – $75
Item 18F – $79

Item 19A – $140
Item 19B – $150
Item 19C – $85
Item 19D – $135
Item 19E – $135

Item 20A – $90
Item 20B – $90
Item 20C – $85

Item 21A – $50
Item 21B – $25

11. COOLSOFT, LLC
1902 CAMPUS PL, SUITE 12
LOUISVILLE, KY 40299
OWNER: BALA CHITTEM

Item 1A – $125
Item 1B – $110
Item 1C – $100
Item 1D – $90
Item 1E – $90

Item 2A – $110
Item 2B – $95
Item 2C – $95
Item 2D – $90
Item 2E – $95
Item 2F – $95

Item 3A – $90
Item 3B – $65

Item 4A – $110
Item 4B – $100

Item 5A – $115
Item 5B – $95
Item 5C – $85

Item 7A – $125
Item 7B – $100
Item 7C – $95
Item 7D – $80
Item 7E – $80
Item 7F – $80
Item 7G – $60
Item 7H – $70

Item 8A – $120
Item 8B – $100
Item 8C – $100
Item 8D – $75
Item 8E – $75
Item 8F – $80
Item 8G – $60
Item 8H – $65
Item 8I – $65

Item 9A – $125
Item 9B – $110
Item 9C – $85
Item 9D – $45
Item 9E – $75
Item 9F – $75
Item 9G – $65

Item 10A – $125
Item 10B – $110
Item 10C – $100

Item 11A – $125
Item 11B – $100
Item 11C – $65
Item 11D – $75

Item 12A – $125
Item 12B – $110
Item 12C – $100
Item 12D – $100
Item 12E – $110
Item 12F – $100
Item 12G – $100
Item 12H – $95

Item 13A – $120
Item 13B – $110

Item 14A – $125
Item 14B – $115
Item 14C – $100
Item 14D – $70

Item 17A – $100
Item 17B – $90

Item 18A – $110
Item 18B – $100
Item 18C – $95
Item 18D – $90
Item 18E – $95
Item 18F – $90

Item 19A – $100
Item 19B – $95
Item 19C – $85
Item 19D – $90
Item 19E – $90

Item 20A – $125
Item 20B – $120
Item 20C – $110

12. DATA INDUSTRIES, LTD.
9995 S.W. 72 STREET, #E-221
MIAMI, FL 33173
OWNER: CHARLES DUVAL

Item 1A – $125
Item 1B – $115
Item 1C – $100
Item 1D – $95
Item 1E – $85

Item 2A – $88
Item 2B – $79
Item 2C – $70
Item 2D – $85
Item 2E – $73
Item 2F – $70

Item 4A – $95
Item 4B – $75

Item 5A – $85
Item 5B – $65
Item 5C – $55

Item 6A – $95
Item 6B – $75
Item 6C – $65

Item 7A – $100
Item 7B – $92
Item 7C – $90
Item 7D – $85
Item 7E – $78
Item 7F – $65
Item 7G – $48
Item 7H – $72

Item 8A – $80
Item 8B – $75
Item 8C – $68
Item 8D – $70
Item 8E – $62
Item 8F – $60
Item 8G – $55
Item 8H – $58
Item 8I – $58

Item 12A – $125
Item 12B – $105
Item 12C – $90
Item 12D – $80
Item 12E – $75
Item 12F – $65
Item 12G – $60
Item 12H – $55

Item 13A – $80
Item 13B – $75

Item 18A – $82
Item 18B – $82
Item 18C – $72
Item 18D – $90
Item 18E – $80
Item 18F – $85

Item 19A – $78
Item 19B – $70
Item 19C – $75
Item 19D – $70
Item 19E – $75

Item 20A – $95
Item 20B – $85
Item 20C – $80

13. ETL SOFT, INC.
2235 GLADES ROAD, SUITE 324A
BOCA RATON, FL 33431
OWNER: KHAJA SHAIK, PRESIDENT

Item 1A – $170
Item 1B – $120
Item 1C – $120
Item 1D – $100
Item 1E – $100

Item 2A – $145
Item 2B – $150
Item 2C – $95
Item 2D – $130
Item 2E – $100
Item 2F – $100

Item 3A – $120
Item 3B – $71

Item 4A – $145
Item 4B – $100

Item 5A – $130
Item 5B – $100
Item 5C – $70

Item 6A – $100
Item 6B – $70
Item 6C – $75

Item 7A – $145
Item 7B – $105
Item 7C – $100
Item 7D – $70
Item 7E – $70
Item 7F – $70
Item 7G – $70
Item 7H – $100

Item 8A – $120
Item 8B – $95
Item 8C – $95
Item 8D – $75
Item 8E – $75
Item 8F – $75
Item 8G – $70
Item 8H – $70
Item 8I – $100

Item 9A – $100
Item 9B – $100
Item 9C – $70
Item 9D – $70
Item 9E – $100
Item 9F – $75
Item 9G – $75

Item 10A – $100
Item 10B – $77
Item 10C – $77

Item 11A – $150
Item 11B – $125
Item 11C – $100
Item 11D – $100

Item 12A – $150
Item 12B – $125
Item 12C – $100
Item 12D – $100
Item 12E – $100
Item 12F – $100
Item 12G – $100
Item 12H – $95

Item 13A – $120
Item 13B – $95

Item 14A – $125
Item 14B – $100
Item 14C – $100
Item 14D – $100

Item 15A – $125
Item 15B – $98
Item 15C – $100
Item 15D – $72
Item 15E – $100
Item 15F – $100

Item 16A – $125
Item 16B – $75

Item 17A – $125
Item 17B – $100

Item 18A – $122
Item 18B – $123
Item 18C – $100
Item 18D – $100
Item 18E – $100
Item 18F – $125

Item 19A – $125
Item 19B – $100
Item 19C – $75
Item 19D – $100
Item 19E – $125

Item 20A – $125
Item 20B – $75
Item 20C – $77

Item 21A – $100
Item 21B – $60

14. FINCH-HATTON GROUP, LLC
1412 MANOR HOUSE DRIVE, SUITE 100
TALLAHASSEE, FL 32312
OWNER: JENNIFER CAMPBELL, MANAGING MEMBER

Item 1A – $150
Item 1B – $135
Item 1C – $108
Item 1D – $95
Item 1E – $91

Item 2A – $138
Item 2B – $110
Item 2C – $104
Item 2D – $121
Item 2E – $115
Item 2F – $105

Item 3A – $112
Item 3B – $82

Item 4A – $125
Item 4B – $112

Item 5A – $115
Item 5B – $90
Item 5C – $65

Item 6A – $105
Item 6B – $95
Item 6C – $70

Item 7A – $150
Item 7B – $125
Item 7C – $120
Item 7D – $110
Item 7E – $100
Item 7F – $94
Item 7G – $75
Item 7H – $105

Item 8A – $130
Item 8B – $115
Item 8C – $95
Item 8D – $105
Item 8E – $94
Item 8F – $100
Item 8G – $65
Item 8H – $115
Item 8I – $140

Item 9A – $160
Item 9B – $110
Item 9C – $90
Item 9D – $65
Item 9E – $135
Item 9F – $115
Item 9G – $85

Item 10A – $125
Item 10B – $95
Item 10C – $72

Item 11A – $197
Item 11B – $140
Item 11C – $98
Item 11D – $100

Item 12A – $200
Item 12B – $141
Item 12C – $115
Item 12D – $105
Item 12E – $160
Item 12F – $110
Item 12G – $85
Item 12H – $140

Item 13A – $77
Item 13B – $120

Item 14A – $135
Item 14B – $97
Item 14C – $77
Item 14D – $103

Item 15A – $112
Item 15B – $120
Item 15C – $120
Item 15D – $75
Item 15E – $134
Item 15F – $100

Item 16A – $104
Item 16B – $75

Item 17A – $130
Item 17B – $98

Item 18A – $125
Item 18B – $110
Item 18C – $105
Item 18D – $95
Item 18E – $99
Item 18F – $77

Item 19A – $142
Item 19B – $125
Item 19C – $90
Item 19D – $97
Item 19E – $155

Item 20A – $127
Item 20B – $120
Item 20C – $110

Item 21A – $105
Item 21B – $60

15. G4 ENTERPRISES
3700 MARKET STREET BUILDING B
CLARKSTON GA 30021
OWNER: DAVID GALLEMORE, C.E.O.

Item 1A – $43.22
Item 1B – $43.22
Item 1C – $51.04
Item 1D – $34.38
Item 1E – $34.38

Item 2A – $35.42
Item 2B – $52.60
Item 2C – $31.25
Item 2D – $48.96
Item 2E – $45.31
Item 2F – $38.02

Item 3A – $39.58
Item 3B – $38.54

Item 4A – $38.54
Item 4B – $25

Item 5A – $31.77
Item 5B – $42.71
Item 5C – $23.44

Item 6A – $24.48
Item 6B – $18.23
Item 6C – $19.27

Item 7A – $51.56
Item 7B – $42.19
Item 7C – $48.96
Item 7D – $36.98
Item 7E – $30.21
Item 7F – $29.17
Item 7G – $20.83
Item 7H – $39.06

Item 8A – $34.38
Item 8B – $41.67
Item 8C – $26.04
Item 8D – $34.90
Item 8E – $34.90
Item 8F – $32.81
Item 8G – $17.19
Item 8H – $25.52
Item 8I – $38.54

Item 9A – $54.69
Item 9B – $33.85
Item 9C – $25.52
Item 9D – $16.67
Item 9E – $42.71
Item 9F – $40.10
Item 9G – $30.21

Item 10A – $40.10
Item 10B – $35.94
Item 10C – $22.40

Item 11A – $37.50
Item 11B – $34.90
Item 11C – $33.85
Item 11D – $32.29

Item 12A – $57.29
Item 12B – $47.40
Item 12C – $40.63
Item 12D – $45.31
Item 12E – $42.71
Item 12F – $28.13
Item 12G – $35.94
Item 12H – $36.46

Item 13A – $58.85
Item 13B – $34.38

Item 14A – $38.02
Item 14B – $33.85
Item 14C – $19.27
Item 14D – $29.69

Item 15A – $36.46
Item 15B – $19.79
Item 15C – $32.29
Item 15D – $24.48
Item 15E – $45.83
Item 15F – $36.46

Item 16A – $32.08
Item 16B – $28.65

Item 17A – $39.06
Item 17B – $36.46

Item 18A – $44.27
Item 18B – $49.48
Item 18C – $39.58
Item 18D – $39.58
Item 18E – $33.85
Item 18F – $26.04

Item 19A – $41.15
Item 19B – $43.75
Item 19C – $35.42
Item 19D – $33.85
Item 19E – $48.96

Item 20A – $32.08
Item 20B – $39.58
Item 20C – $39.85

Item 21A – $13.54
Item 21B – $12.50

16. GLOBAL INFORMATION SYSTEMS OF FLORIDA
2639 NORTH MONROE STREET, #103B
TALLAHASSEE, FL 32303
OWNER: EVA ERAUSQUIN, DIRECTOR/VICE PRESIDENT

Item 1A – $200
Item 1B – $160
Item 1C – $116
Item 1D – $115
Item 1E – $105

Item 2A – $140
Item 2B – $125
Item 2C – $126
Item 2D – $130
Item 2E – $118
Item 2F – $122

Item 3A – $13.50
Item 3B – $92

Item 4A – $125
Item 4B – $125

Item 5A – $150
Item 5B – $107
Item 5C – $95

Item 6A – $135
Item 6B – $138
Item 6C – $68

Item 7A – $150
Item 7B – $150
Item 7C – $118
Item 7D – $130
Item 7E – $135
Item 7F – $105
Item 7G – $85
Item 7H – $105

Item 8A – $150
Item 8B – $125
Item 8C – $95
Item 8D – $128
Item 8E – $110
Item 8F – $122
Item 8G – $65
Item 8H – $118
Item 8I – $135

Item 9A – $150
Item 9B – $145
Item 9C – $85
Item 9D – $60
Item 9E – $135
Item 9F – $115
Item 9G – $85

Item 10A – $130
Item 10B – $120
Item 10C – $72

Item 11A – $190
Item 11B – $135
Item 11C – $98
Item 11D – $98

Item 12A – $200
Item 12B – $140
Item 12C – $120
Item 12D – $105
Item 12E – $150
Item 12F – $115
Item 12G – $85
Item 12H – $140

Item 13A – $78
Item 13B – $122

Item 14A – $170
Item 14B – $98
Item 14C – $78
Item 14D – $100

Item 15A – $110
Item 15B – $90
Item 15C – $120
Item 15D – $88
Item 15E – $135
Item 15F – $100

Item 16A – $140
Item 16B – $85

Item 17A – $155
Item 17B – $108

Item 18A – $155
Item 18B – $135
Item 18C – $120
Item 18D – $102
Item 18E – $110
Item 18F – $79

Item 19A – $140
Item 19B – $128
Item 19C – $93
Item 19D – $122
Item 19E – $155

Item 20A – $175
Item 20B – $155
Item 20C – $116

Item 21A – $100
Item 21B – $75

17: INTERNATIONAL BUSINESS MACHINES CORPORATION
21 ALHAMBRA PLAZA, 10TH FLOOR
CORAL GABLES, FL 33134
OWNER: SAMUEL J. PALMISANO, CHAIRMAN/C.E.O.

Item 1A – $290
Item 1B – $212
Item 1C – $190.69
Item 1D – $190.69
Item 1E – $166

Item 2A – $233.50
Item 2B – $190.69
Item 2C – $190.69
Item 2D – $233.50
Item 2E – $190.69
Item 2F – $190.69

Item 3A – $179
Item 3B – $155

Item 4A – $261
Item 4B – $160.50

Item 5A – $191.50
Item 5B – $179
Item 5C – $140.10

Item 6A – $140.10
Item 6B – $190.40
Item 6C – $140.10

Item 7A – $261
Item 7B – $202
Item 7C – $202
Item 7D – $179
Item 7E – $154.50
Item 7F – $178.90
Item 7G – $190.40
Item 7H – $212

Item 8A – $191
Item 8B – $179
Item 8C – $179
Item 8D – $166
Item 8E – $179
Item 8F – $155
Item 8G – $140.10
Item 8H – $166
Item 8I – $179

Item 9A – $290
Item 9B – $213
Item 9C – $191
Item 9D – $178.90
Item 9E – $191
Item 9F – $155
Item 9G – $155

Item 10A – $202
Item 10B – $179
Item 10C – $155

Item 11A – $287
Item 11B – $212
Item 11C – $191
Item 11D – $212

Item 12A – $290
Item 12B – $250
Item 12C – $170
Item 12D – $170
Item 12E – $204
Item 12F – $169
Item 12G – $169
Item 12H – $169

Item 13A – $254
Item 13B – $204

Item 14A – $191
Item 14B – $172
Item 14C – $172
Item 14D – $172

Item 15A – $191
Item 15B – $179
Item 15C – $179
Item 15D – $155
Item 15E – $287
Item 15F – $179

Item 16A – $225
Item 16B – $173

Item 17A – $238
Item 17B – $215

Item 18A – $215
Item 18B – $215
Item 18C – $200
Item 18D – $207
Item 18E – $155
Item 18F – $205

Item 19A – $254
Item 19B – $204
Item 19C – $179
Item 19D – $169
Item 19E – $212

Item 20A – $254
Item 20B – $254
Item 20C – $254

Item 21A – $172
Item 21B – $140.19

18. INFORMATION SYSTEMS OF FLORIDA, INC.
9550 REGENCY SQUARE BOULEVARD, SUITE 1000
JACKSONVILLE, FL 32225
OWNER: J. THOMAS SOLANO

Item 1A – $170
Item 1B – $129
Item 1C – $110
Item 1D – $90
Item 1E – $85

Item 2A – $125
Item 2B – $101
Item 2C – $98
Item 2D – $123
Item 2E – $90
Item 2F – $88

Item 3A – $104
Item 3B – $75

Item 4A – $115
Item 4B – $89

Item 5A – $106
Item 5B – $75
Item 5C – $70

Item 6A – $105
Item 6B – $80
Item 6C – $66

Item 7A – $148
Item 7B – $114
Item 7C – $109
Item 7D – $102
Item 7E – $79
Item 7F – $80
Item 7G – $75
Item 7H – $89

Item 8A – $118
Item 8B – $104
Item 8C – $75
Item 8D – $90
Item 8E – $90
Item 8F – $95
Item 8G – $60
Item 8H – $75
Item 8I – $130

Item 9A – $150
Item 9B – $100
Item 9C – $70
Item 9D – $50
Item 9E – $130
Item 9F – $108
Item 9G – $70

Item 10A – $113
Item 10B – $90
Item 10C – $66

Item 11A – $169
Item 11B – $130
Item 11C – $75
Item 11D – $88

Item 12A – $182
Item 12B – $130
Item 12C – $90
Item 12D – $96
Item 12E – $150
Item 12F – $80
Item 12G – $75
Item 12H – $128

Item 13A – $71
Item 13B – $85

Item 14A – $121
Item 14B – $90
Item 14C – $70
Item 14D – $80

Item 15A – $103
Item 15B – $80
Item 15C – $105
Item 15D – $70
Item 15E – $130
Item 15F – $91

Item 16A – $94
Item 16B – $70

Item 17A – $118
Item 17B – $75

Item 18A – $107
Item 18B – $125
Item 18C – $90
Item 18D – $87
Item 18E – $75
Item 18F – $71

Item 19A – $130
Item 19B – $125
Item 19C – $72
Item 19D – $120
Item 19E – $150

Item 20A – $140
Item 20B – $115
Item 20C – $98

Item 21A – $95
Item 21B – $70

19. KLC CONSULTING, INC.
2239 WOODBINE DRIVE
TALLAHASSEE, FL 32309
OWNER: KEITH CRICKS, PRESIDENT

Item 1A – $195.57
Item 1B – $155.32
Item 1C – $109.23
Item 1D – $92.61
Item 1E – $88.17

Item 2A – $141.50
Item 2B – $110.81
Item 2C – $109.24
Item 2D – $115.71
Item 2E – $108.93
Item 2F – $97.96

Item 3A – $128.65
Item 3B – $76.99

Item 4A – $126.78
Item 4B – $114.79

Item 5A – $120.20
Item 5B – $82.19
Item 5C – $73.26

Item 6A – $109.65
Item 6B – $89.03
Item 6C – $59.69

Item 7A – $131.99
Item 7B – $124.93
Item 7C – $106.04
Item 7D – $121.92
Item 7E – $101.85
Item 7F – $85.74
Item 7G – $76.29
Item 7H – $101.22

Item 8A – $134.97
Item 8B – $110.20
Item 8C – $84.35
Item 8D – $100.46
Item 8E – $103.17
Item 8F – $114.21
Item 8G – $59.97
Item 8H – $96.36
Item 8I – $139.28

Item 9A – $161.92
Item 9B – $116.78
Item 9C – $84
Item 9D – $53.27
Item 9E – $134.83
Item 9F – $106.29
Item 9G – $73.48

Item 10A – $121.96
Item 10B – $86.88
Item 10C – $62.19

Item 11A – $197.89
Item 11B – $139.56
Item 11C – $84.83
Item 11D – $97.26

Item 12A – $180.25
Item 12B – $140.53
Item 12C – $110.48
Item 12D – $105.94
Item 12E – $161.08
Item 12F – $102.52
Item 12G – $77.54
Item 12H – $141.36

Item 13A – $78.75
Item 13B – $122.36

Item 14A – $158.10
Item 14B – $98.72
Item 14C – $77.19
Item 14D – $83.24

Item 15A – $113.72
Item 15B – $79
Item 15C – $122.75
Item 15D – $73.26
Item 15E – $134
Item 15F – $100.39

Item 16A – $110.90
Item 16B – $77.50

Item 17A – $144.21
Item 17B – $85.32

Item 18A – $130.62
Item 18B – $110.44
Item 18C – $97.72
Item 18D – $90.99
Item 18E – $87.02
Item 18F – $78.31

Item 19A – $143.86
Item 19B – $103.77
Item 19C – $79.50
Item 19D – $105.20
Item 19E – $155.25

Item 20A – $154.79
Item 20B – $125.88
Item 20C – $98.86

Item 21A – $104.69
Item 21B – $63.49

20. KEY TECHNICAL RESOURCES, INC.
5733 NORTH ANDREWS WAY
FORT LAUDERDALE, FL 33309
OWNER: KATHY S. GALLAGHER

Item 1A – $140
Item 1B – $115
Item 1C – $95
Item 1D – $75
Item 1E – $65

Item 2A – $115
Item 2B – $75
Item 2C – $65
Item 2D – $95
Item 2E – $95
Item 2F – $98

Item 3A – $98
Item 3B – $72

Item 4A – $98
Item 4B – $65

Item 5A – $79
Item 5B – $60
Item 5C – $44

Item 6A – $85
Item 6B – $75
Item 6C – $60

Item 7A – $125
Item 7B – $98
Item 7C – $70
Item 7D – $60
Item 7E – $44
Item 7F – $60
Item 7G – $39
Item 7H – $59

Item 8A – $110
Item 8B – $75
Item 8C – $70
Item 8D – $60
Item 8E – $60
Item 8F – $60
Item 8G – $44
Item 8H – $64
Item 8I – $50

Item 9A – $105
Item 9B – $95
Item 9C – $80
Item 9D – $38
Item 9E – $80
Item 9F – $75
Item 9G – $65

Item 10A – $95
Item 10B – $60
Item 10C – $44

Item 11A – $98
Item 11B – $85
Item 11C – $77
Item 11D – $75

Item 12A – $130
Item 12B – $110
Item 12C – $65
Item 12D – $79
Item 12E – $75
Item 12F – $75
Item 12G – $65
Item 12H – $55

Item 13A – $83
Item 13B – $78

Item 14A – $110
Item 14B – $90
Item 14C – $85
Item 14D – $75

Item 15A – $78
Item 15B – $70
Item 15C – $65
Item 15D – $60
Item 15E – $100
Item 15F – $90

Item 16A – $80
Item 16B – $65

Item 17A – $70
Item 17B – $59

Item 18A – $115
Item 18B – $95
Item 18C – $75
Item 18D – $75
Item 18E – $68
Item 18F – $75

Item 19A – $97
Item 19B – $85
Item 19C – $72
Item 19D – $82
Item 19E – $95

Item 20A – $110
Item 20B – $99
Item 20C – $78

Item 21A – $85
Item 21B – $70

21. L3 COMMUNICATIONS TITAN CORPORATION
1501 MERCHANTS WAY
NICEVILLE, FL 32578-9728
OWNER: L3 COMMUNICATIONS HOLDINGS, INC.

Item 1A – $119.36
Item 1B – $93.34
Item 1C – $87.69
Item 1D – $73.83
Item 1E – $59.99

Item 2A – $101.52
Item 2B – $75.38
Item 2C – $59.88
Item 2D – $92.53
Item 2E – $77.66
Item 2F – $56.88

Item 3A – $86.22
Item 3B – $69.22

Item 4A – $119.07
Item 4B – $74.70

Item 5A – $77.91
Item 5B – $52.27
Item 5C – $39.78

Item 6A – $77.91
Item 6B – $49.34
Item 6C – $42.79

Item 7A – $111.89
Item 7B – $95.70
Item 7C – $113.40
Item 7D – $81.18
Item 7E – $74.25
Item 7F – $72.45
Item 7G – $54.24
Item 7H – $70.44

Item 8A – $97.43
Item 8B – $87.69
Item 8C – $73.83
Item 8D – $69.72
Item 8E – $69.22
Item 8F – $72.45
Item 8G – $49.34
Item 8H – $72.18
Item 8I – $75.38

Item 9A – $112.51
Item 9B – $93.27
Item 9C – $59.47
Item 9D – $33.74
Item 9E – $100.11
Item 9F – $93.27
Item 9G – $58.50

Item 10A – $89.56
Item 10B – $69.22
Item 10C – $45.35

Item 11A – $125.98
Item 11B – $98.87
Item 11C – $79.37
Item 11D – $64.61

Item 12A – $129.30
Item 12B – $98.65
Item 12C – $68.40
Item 12D – $77.20
Item 12E – $97.93
Item 12F – $72.82
Item 12G – $61.10
Item 12H – $92.30

Item 13A – $69.22
Item 13B – $69.72

Item 14A – $73.83
Item 14B – $87.70
Item 14C – $76.61
Item 14D – $46.33

Item 15A – $78.46
Item 15B – $72
Item 15C – $83.38
Item 15D – $58.74
Item 15E – $98.01
Item 15F – $85.57

Item 16A – $81.02
Item 16B – $69.22

Item 17A – $92.30
Item 17B – $78.46

Item 18A – $110.75
Item 18B – $106.13
Item 18C – $73.83
Item 18D – $73.83
Item 18E – $72.45
Item 18F – $75.38

Item 19A – $106.13
Item 19B – $73.83
Item 19C – $69.03
Item 19D – $71.52
Item 19E – $119.99

Item 20A – $124.60
Item 20B – $110.68
Item 20C – $72

Item 21A – $69.22
Item 21B – $36.91

22. MERIDIAN PARTNERS, LLC
1111 LINCOLN ROAD, SUITE 400
MIAMI BEACH, FL 33139
OWNER: JOSE B. ALEMAN, MANAGING PARTNER

Item 1A – $225
Item 1B – $200
Item 1C – $165
Item 1D – $125
Item 1E – $115

Item 2A – $160
Item 2B – $140
Item 2C – $140
Item 2D – $140
Item 2E – $130
Item 2F – $150

Item 3A – $160
Item 3B – $100

Item 4A – $125
Item 4B – $125

Item 5A – $165
Item 5B – $120
Item 5C – $95

Item 6A – $145
Item 6B – $140
Item 6C – $75

Item 7A – $175
Item 7B – $175
Item 7C – $120
Item 7D – $120
Item 7E – $130
Item 7F – $115
Item 7G – $90
Item 7H – $105

Item 8A – $165
Item 8B – $140
Item 8C – $100
Item 8D – $140
Item 8E – $120
Item 8F – $125
Item 8G – $80
Item 8H – $115
Item 8I – $145

Item 9A – $170
Item 9B – $165
Item 9C – $115
Item 9D – $65
Item 9E – $140
Item 9F – $125
Item 9G – $95

Item 10A – $150
Item 10B – $130
Item 10C – $80

Item 11A – $200
Item 11B – $165
Item 11C – $130
Item 11D – $110

Item 12A – $205
Item 12B – $165
Item 12C – $150
Item 12D – $150
Item 12E – $165
Item 12F – $120
Item 12G – $100
Item 12H – $145

Item 13A – $170
Item 13B – $190

Item 14A – $175
Item 14B – $100
Item 14C – $80
Item 14D – $105

Item 15A – $100
Item 15B – $90
Item 15C – $115
Item 15D – $95
Item 15E – $125
Item 15F – $105

Item 16A – $165
Item 16B – $140

Item 17A – $165
Item 17B – $140

Item 18A – $165
Item 18B – $145
Item 18C – $145
Item 18D – $100
Item 18E – $125
Item 18F – $95

Item 19A – $160
Item 19B – $140
Item 19C – $105
Item 19D – $125
Item 19E – $165

Item 20A – $200
Item 20B – $185
Item 20C – $165

Item 21A – $100
Item 21B – $70

23. MICAJAH IT SERVICES, INC.
1075 ZONOLITE ROAD, SUITE 1B
ATLANTA, GA 30306
OWNER: MICAJAH VICKERS

Item 1A – $175
Item 1B – $145
Item 1C – $145
Item 1D – $130
Item 1E – $130

Item 2A – $175
Item 2B – $175
Item 2C – $145
Item 2D – $145
Item 2E – $130
Item 2F – $115

Item 3A – $130
Item 3B – $115

Item 4A – $130
Item 4B – $100

Item 8A – $145
Item 8B – $115
Item 8C – $100
Item 8D – $115
Item 8E – $115
Item 8F – $115
Item 8G – $100
Item 8H – $100
Item 8I – $115

Item 19A – $190
Item 19B – $160
Item 19C – $130
Item 19D – $160
Item 19E – $160

Item 20A – $160
Item 20B – $130
Item 20C – $130

24. MPS GROUP, INC. SUBSIDIARIES IDEA INTEGRATION AND MODIS
1 INDEPENDENT DRIVE
JACKSONVILLE, FL 32202
OWNER: DIMENSIONAL FUND ADVISORS

Item 1A – $195
Item 1B – $175
Item 1C – $112
Item 1D – $98
Item 1E – $94

Item 2A – $126
Item 2B – $127
Item 2C – $119
Item 2D – $115
Item 2E – $111
Item 2F – $107

Item 3A – $149
Item 3B – $84

Item 4A – $112
Item 4B – $112

Item 5A – $142
Item 5B – $101
Item 5C – $93

Item 6A – $131
Item 6B – $121
Item 6C – $69

Item 7A – $145
Item 7B – $142
Item 7C – $105
Item 7D – $120
Item 7E – $121
Item 7F – $101
Item 7G – $79
Item 7H – $101

Item 8A – $152
Item 8B – $119
Item 8C – $91
Item 8D – $119
Item 8E – $102
Item 8F – $110
Item 8G – $58
Item 8H – $109
Item 8I – $127

Item 9A – $154
Item 9B – $140
Item 9C – $82
Item 9D – $55
Item 9E – $110
Item 9F – $102
Item 9G – $85

Item 10A – $127
Item 10B – $105
Item 10C – $67

Item 11A – $165
Item 11B – $125
Item 11C – $88
Item 11D – $95

Item 12A – $189
Item 12B – $125
Item 12C – $111
Item 12D – $98
Item 12E – $145
Item 12F – $101
Item 12G – $76
Item 12H – $129

Item 13A – $70
Item 13B – $110

Item 14A – $150
Item 14B – $85
Item 14C – $69
Item 14D – $96

Item 15A – $100
Item 15B – $105
Item 15C – $110
Item 15D – $75
Item 15E – $119
Item 15F – $89

Item 16A – $130
Item 16B – $76

Item 17A – $125
Item 17B – $100

Item 18A – $130
Item 18B – $110
Item 18C – $110
Item 18D – $95
Item 18E – $100
Item 18F – $68

Item 19A – $125
Item 19B – $110
Item 19C – $85
Item 19D – $107
Item 19E – $125

Item 20A – $160
Item 20B – $125
Item 20C – $100

Item 21A – $85
Item 21B – $60

25. P2P PROFESSIONAL STAFFING
5491 UNIVERSITY DRIVE, SUITE 204
CORAL SPRINGS, FL 33067
OWNER: HARRIS KATZ, C.E.O.

Item 1A – $125
Item 1B – $100
Item 1C – $97
Item 1D – $78
Item 1E – $78

Item 2A – $107
Item 2B – $98
Item 2C – $70
Item 2D – $97
Item 2E – $90
Item 2F – $85

Item 3A – $87
Item 3B – $70

Item 4A – $105
Item 4B – $78

Item 5A – $120
Item 5B – $70
Item 5C – $47

Item 6A – $50
Item 6B – $40
Item 6C – $42

Item 7A – $105
Item 7B – $92
Item 7C – $87
Item 7D – $82
Item 7E – $60
Item 7F – $80
Item 7G – $45
Item 7H – $87

Item 8A – $90
Item 8B – $85
Item 8C – $70
Item 8D – $75
Item 8E – $80
Item 8F – $83
Item 8G – $48
Item 8H – $70
Item 8I – $95

Item 9A – $105
Item 9B – $90
Item 9C – $62
Item 9D – $47
Item 9E – $90
Item 9F – $87
Item 9G – $62

Item 10A – $92
Item 10B – $76
Item 10C – $50

Item 11A – $105
Item 11B – $92
Item 11C – $70
Item 11D – $80

Item 12A – $135
Item 12B – $125
Item 12C – $90
Item 12D – $92
Item 12E – $120
Item 12F – $65
Item 12G – $73
Item 12H – $103

Item 13A – $105
Item 13B – $105

Item 14A – $65
Item 14B – $58
Item 14C – $55
Item 14D – $58

Item 15A – $68
Item 15B – $65
Item 15C – $120
Item 15D – $78
Item 15E – $135
Item 15F – $102

Item 16A – $78
Item 16B – $68

Item 17A – $105
Item 17B – $65

Item 18A – $105
Item 18B – $90
Item 18C – $75
Item 18D – $75
Item 18E – $75
Item 18F – $60

Item 19A – $130
Item 19B – $85
Item 19C – $72
Item 19D – $87
Item 19E – $125

Item 20A – $102
Item 20B – $102
Item 20C – $87

Item 21A – $48
Item 21B – $40

26. PEOPLE POINT SOLUTIONS, LLC
7757 WEST FLAGLER STREET, SUITE 200
MIAMI, FL 33144
OWNER: MICHAEL SCHECK, MAJORITY OWNER

Item 1A – $300
Item 1B – $225
Item 1C – $134
Item 1D – $123
Item 1E – $112

Item 2A – $150
Item 2B – $137
Item 2C – $132
Item 2D – $139
Item 2E – $125
Item 2F – $114

Item 3A – $148
Item 3B – $94

Item 4A – $192
Item 4B – $180

Item 5A – $190
Item 5B – $110
Item 5C – $100

Item 6A – $120
Item 6B – $98
Item 6C – $68

Item 7A – $200
Item 7B – $188
Item 7C – $137
Item 7D – $137
Item 7E – $137
Item 7F – $121
Item 7G – $92
Item 7H – $126

Item 8A – $190
Item 8B – $160
Item 8C – $125
Item 8D – $151
Item 8E – $136
Item 8F – $145
Item 8G – $75
Item 8H – $118
Item 8I – $148

Item 9A – $172
Item 9B – $161
Item 9C – $96
Item 9D – $62
Item 9E – $138
Item 9F – $126
Item 9G – $92

Item 10A – $162
Item 10B – $128
Item 10C – $72

Item 11A – $218
Item 11B – $148
Item 11C – $104
Item 11D – $112

Item 12A – $202
Item 12B – $175
Item 12C – $140
Item 12D – $116
Item 12E – $178
Item 12F – $128
Item 12G – $88
Item 12H – $148

Item 13A – $162
Item 13B – $190

Item 14A – $188
Item 14B – $118
Item 14C – $82
Item 14D – $98

Item 15A – $112
Item 15B – $92
Item 15C – $125
Item 15D – $88
Item 15E – $175
Item 15F – $98

Item 16A – $148
Item 16B – $88

Item 17A – $155
Item 17B – $98

Item 18A – $182
Item 18B – $148
Item 18C – $142
Item 18D – $98
Item 18E – $88
Item 18F – $82

Item 19A – $162
Item 19B – $145
Item 19C – $98
Item 19D – $120
Item 19E – $175

Item 20A – $198
Item 20B – $162
Item 20C – $131

Item 21A – $108
Item 21B – $68

27. PROTECH PERSONNEL, INC.
6363 N.W. 6 WAY, SUITE 290
FORT LAUDERDALE, FL 33309
OWNER: DEBORAH VAZQUEZ

Item 1A – $150
Item 1B – $120
Item 1C – $150
Item 1D – $90
Item 1E – $75

Item 2A – $95
Item 2B – $85
Item 2C – $85
Item 2D – $125
Item 2E – $90
Item 2F – $90

Item 3A – $90
Item 3B – $80

Item 4A – $125
Item 4B – $85

Item 5A – $125
Item 5B – $85
Item 5C – $50

Item 6A – $115
Item 6B – $80
Item 6C – $50

Item 7A – $150
Item 7B – $120
Item 7C – $150
Item 7D – $95
Item 7E – $85
Item 7F – $80
Item 7G – $55
Item 7H – $85

Item 8A – $125
Item 8B – $110
Item 8C – $85
Item 8D – $80
Item 8E – $90
Item 8F – $85
Item 8G – $80
Item 8H – $90
Item 8I – $110

Item 9A – $150
Item 9B – $120
Item 9C – $95
Item 9D – $50
Item 9E – $115
Item 9F – $115
Item 9G – $85

Item 10A – $130
Item 10B – $90
Item 10C – $50

Item 11A – $150
Item 11B – $125
Item 11C – $90
Item 11D – $100

Item 12A – $150
Item 12B – $125
Item 12C – $85
Item 12D – $100
Item 12E – $130
Item 12F – $85
Item 12G – $90
Item 12H – $100

Item 13A – $110
Item 13B – $100

Item 14A – $100
Item 14B – $90
Item 14C – $90
Item 14D – $85

Item 15A – $100
Item 15B – $85
Item 15C – $100
Item 15D – $85
Item 15E – $125
Item 15F – $95

Item 16A – $115
Item 16B – $85

Item 17A – $120
Item 17B – $95

Item 18A – $120
Item 18B – $150
Item 18C – $90
Item 18D – $110
Item 18E – $80
Item 18F – $85

Item 19A – $120
Item 19B – $115
Item 19C – $85
Item 19D – $100
Item 19E – $150

Item 20A – $128
Item 20B – $102
Item 20C – $95

Item 21A – $102
Item 21B – $ 50

28. REVOLUTION TECHNOLOGIES, LLC
3361 ROUSE ROAD, SUITE 220
ORLANDO, FL 32817
OWNER: TED PARKER, PRESIDENT

Item 1A – $220
Item 1B – $190
Item 1C – $115
Item 1D – $105
Item 1E – $100

Item 2A – $125
Item 2B – $120
Item 2C – $120
Item 2D – $120
Item 2E – $105
Item 2F – $105

Item 3A – $140
Item 3B – $80

Item 4A – $115
Item 4B – $115

Item 5A – $135
Item 5B – $100
Item 5C – $85

Item 6A – $120
Item 6B – $115
Item 6C – $65

Item 7A – $140
Item 7B – $135
Item 7C – $110
Item 7D – $115
Item 7E – $110
Item 7F – $95
Item 7G – $80
Item 7H – $100

Item 8A – $130
Item 8B – $110
Item 8C – $85
Item 8D – $115
Item 8E – $100
Item 8F – $110
Item 8G – $60
Item 8H – $110
Item 8I – $125

Item 9A – $140
Item 9B – $125
Item 9C – $85
Item 9D – $60
Item 9E – $115
Item 9F – $100
Item 9G – $80

Item 10A – $125
Item 10B – $110
Item 10C – $65

Item 11A – $175
Item 11B – $125
Item 11C – $90
Item 11D – $90

Item 12A – $180
Item 12B – $120
Item 12C – $110
Item 12D – $100
Item 12E – $145
Item 12F – $100
Item 12G – $75
Item 12H – $130

Item 13A – $200
Item 13B – $140

Item 14A – $150
Item 14B – $110
Item 14C – $85
Item 14D – $95

Item 15A – $105
Item 15B – $80
Item 15C – $110
Item 15D – $80
Item 15E – $120
Item 15F – $85

Item 16A – $125
Item 16B – $80

Item 17A – $135
Item 17B – $100

Item 18A – $145
Item 18B – $120
Item 18C – $110
Item 18D – $95
Item 18E – $95
Item 18F – $75

Item 19A – $140
Item 19B – $115
Item 19C – $90
Item 19D – $115
Item 19E – $140

Item 20A – $165
Item 20B – $140
Item 20C – $115

Item 21A – $95
Item 21B – $75

29. ROI CONSULTING, INC.
405 NORTH REO STREET, #162
TAMPA, FL 33609
OWNER: ERIC B. BROWN

Item 1A – $140.50
Item 1B – $132.78
Item 1C – $110.28
Item 1D – $108.19
Item 1E – $98.33

Item 2A – $128.61
Item 2B – $120.62
Item 2C – $94.31
Item 2D – $111.25
Item 2E – $110.42
Item 2F – $97.36

Item 3A – $105.56
Item 3B – $76.94

Item 4A – $117.78
Item 4B – $105.83

Item 5A – $107.36
Item 5B – $86.15
Item 5C – $64.86

Item 6A – $97.50
Item 6B – $95
Item 6C – $56.39

Item 7A – $91.25
Item 7B – $116.53
Item 7C – $93.47
Item 7D – $112.08
Item 7E – $88.06
Item 7F – $77.22
Item 7G – $69.17
Item 7H – $95.56

Item 8A – $121.39
Item 8B – $105.56
Item 8C – $88.61
Item 8D – $97.36
Item 8E – $103.89
Item 8F – $115.28
Item 8G – $56.39
Item 8H – $111.39
Item 8I – $130.28

Item 9A – $152.92
Item 9B – $101.39
Item 9C – $81.81
Item 9D – $55.97
Item 9E – $128.83
Item 9F – $109.72
Item 9G – $75.69

Item 10A – $115.56
Item 10B – $87.83
Item 10C – $63.06

Item 11A – $189.89
Item 11B – $130.56
Item 11C – $89.58
Item 11D – $90.42

Item 12A – $150.88
Item 12B – $131.53
Item 12C – $106.25
Item 12D – $96.94
Item 12E – $152.08
Item 12F – $92.92
Item 12G – $76.25
Item 12H – $132.36

Item 13A – $68.75
Item 13B – $95.28

Item 14A – $124.86
Item 14B – $89.72
Item 14C – $68.19
Item 14D – $78.72

Item 15A – $104.72
Item 15B – $112.50
Item 15C – $113.75
Item 15D – $82.17
Item 15E – $125
Item 15F – $91.39

Item 16A – $94.17
Item 16B – $78.47

Item 17A – $121.25
Item 17B – $88.61

Item 18A – $116.39
Item 18B – $106.53
Item 18C – $98.14
Item 18D – $93.61
Item 18E – $89.17
Item 18F – $79.31

Item 19A – $133.89
Item 19B – $94.03
Item 19C – $91.11
Item 19D – $115.14
Item 19E – $146.25

Item 20A – $117.92
Item 20B – $110.28
Item 20C – $103.89

Item 21A – $95.69
Item 21B – $66.94

30. SCICOM INFRASTRUCTURE SERVICES, INC.
2250 NORTH DRUID HILLS ROAD, SUITE 238
ATLANTA, GA 30329
OWNER: SAMIT ROY, PRESIDENT/C.E.O.

Item 1A – $150
Item 1B – $130
Item 1C – $110
Item 1D – $80
Item 1E – $75

Item 2A – $120
Item 2B – $105
Item 2C – $95
Item 2D – $130
Item 2E – $95
Item 2F – $95

Item 3A – $110
Item 3B – $70

Item 4A – $110
Item 4B – $90

Item 5A – $115
Item 5B – $75.42
Item 5C – $58.89

Item 6A – $105
Item 6B – $62
Item 6C – $52.64

Item 7A – $160
Item 7B – $125
Item 7C – $120
Item 7D – $110
Item 7E – $85
Item 7F – $77
Item 7G – $64.31
Item 7H – $98.89

Item 8A – $131.39
Item 8B – $115.56
Item 8C – $72.08
Item 8D – $97.36
Item 8E – $94.44
Item 8F – $105.14
Item 8G – $65.56
Item 8H – $121.39
Item 8I – $140.28

Item 9A – $162.92
Item 9B – $111.39
Item 9C – $78.19
Item 9D – $46.53
Item 9E – $135.83
Item 9F – $119.72
Item 9G – $65.14

Item 10A – $125.56
Item 10B – $78.75
Item 10C – $54.17

Item 11A – $198.89
Item 11B – $140.56
Item 11C – $72.08
Item 11D – $96.11

Item 12A – $201.67
Item 12B – $141.53
Item 12C – $95.14
Item 12D – $106.94
Item 12E – $162.08
Item 12F – $102.92
Item 12G – $70.83
Item 12H – $142.36

Item 13A – $78.75
Item 13B – $86.81

Item 14A – $134.86
Item 14B – $116.39
Item 14C – $99.72
Item 14D – $78.19

Item 15A – $114.72
Item 15B – $65.56
Item 15C – $123.75
Item 15D – $72.92
Item 15E – $135
Item 15F – $101.39

Item 16A – $104.17
Item 16B – $63.89

Item 17A – $131.25
Item 17B – $77.08

Item 18A – $126.39
Item 18B – $137.08
Item 18C – $90.28
Item 18D – $96.53
Item 18E – $76.81
Item 18F – $79.31

Item 19A – $143.89
Item 19B – $130.69
Item 19C – $79.86
Item 19D – $125.14
Item 19E – $156.25

Item 20A – $153.19
Item 20B – $120.28
Item 20C – $104.44

Item 21A – $105.69
Item 21B – $55.56

31. SIGNATURE CONSULTANTS, LLC
2101 WEST COMMERCIAL BOULEVARD, SUITE 3000
FORT LAUDERDALE, FL 33309
OWNER: JAY COHEN, PRESIDENT

Item 1A – $130
Item 1B – $110
Item 1C – $110
Item 1D – $85
Item 1E – $80

Item 2A – $110
Item 2B – $87
Item 2C – $98
Item 2D – $105
Item 2E – $100
Item 2F – $95

Item 3A – $98
Item 3B – $72

Item 4A – $100
Item 4B – $90

Item 5A – $82
Item 5B – $65
Item 5C – $60

Item 6A – $82
Item 6B – $55
Item 6C – $43

Item 7A – $110
Item 7B – $90
Item 7C – $95
Item 7D – $85
Item 7E – $75
Item 7F – $80
Item 7G – $70
Item 7H – $95

Item 8A – $97
Item 8B – $97
Item 8C – $80
Item 8D – $90
Item 8E – $90
Item 8F – $95
Item 8G – $55
Item 8H – $70
Item 8I – $95

Item 9A – $115
Item 9B – $90
Item 9C – $85
Item 9D – $50
Item 9E – $90
Item 9F – $90
Item 9G – $65

Item 10A – $90
Item 10B – $80
Item 10C – $60

Item 11A – $125
Item 11B – $110
Item 11C – $80
Item 11D – $80

Item 12A – $135
Item 12B – $115
Item 12C – $100
Item 12D – $100
Item 12E – $120
Item 12F – $85
Item 12G – $85
Item 12H – $95

Item 13A – $197
Item 13B – $175

Item 14A – $90
Item 14B – $72
Item 14C – $65
Item 14D – $65

Item 15A – $85
Item 15B – $55
Item 15C – $60
Item 15D – $70
Item 15E – $90
Item 15F – $100

Item 16A – $85
Item 16B – $80

Item 17A – $105
Item 17B – $85

Item 18A – $105
Item 18B – $98
Item 18C – $87
Item 18D – $80
Item 18E – $85
Item 18F – $95

Item 19A – $105
Item 19B – $95
Item 19C – $80
Item 19D – $85
Item 19E – $120

Item 20A – $120
Item 20B – $105
Item 20C – $95

Item 21A – $85
Item 21B – $40

32. SKILLSTORM, INC.
1000 CORPORATE DRIVE, SUITE 280
FORT LAUDERDALE, FL 33334
OWNER: HANY GIRGIS, PRESIDENT

Item 1A – $155
Item 1B – $120
Item 1C – $120
Item 1D – $95
Item 1E – $78

Item 2A – $135
Item 2B – $115
Item 2C – $85
Item 2D – $95
Item 2E – $75
Item 2F – $80

Item 3A – $95
Item 3B – $71

Item 4A – $130
Item 4B – $95

Item 5A – $120
Item 5B – $95
Item 5C – $70

Item 6A – $85
Item 6B – $75
Item 6C – $68

Item 7A – $130
Item 7B – $95
Item 7C – $80
Item 7D – $70
Item 7E – $70
Item 7F – $60
Item 7G – $60
Item 7H – $75

Item 8A – $105
Item 8B – $95
Item 8C – $75
Item 8D – $70
Item 8E – $70
Item 8F – $68
Item 8G – $65
Item 8H – $62
Item 8I – $85

Item 9A – $90
Item 9B – $76
Item 9C – $67
Item 9D – $57
Item 9E – $85
Item 9F – $75
Item 9G – $70

Item 10A – $105
Item 10B – $80
Item 10C – $65

Item 11A – $120
Item 11B – $87
Item 11C – $90
Item 11D – $76

Item 12A – $120
Item 12B – $90
Item 12C – $86
Item 12D – $78.50
Item 12E – $80
Item 12F – $68
Item 12G – $75
Item 12H – $85

Item 13A – $130
Item 13B – $87

Item 14A – $95
Item 14B – $85
Item 14C – $80
Item 14D – $75

Item 15A – $95
Item 15B – $75
Item 15C – $80
Item 15D – $65
Item 15E – $95
Item 15F – $85

Item 16A – $75
Item 16B – $58

Item 17A – $115
Item 17B – $95

Item 18A – $95
Item 18B – $100
Item 18C – $85
Item 18D – $85
Item 18E – $95
Item 18F – $75

Item 19A – $94
Item 19B – $89
Item 19C – $65
Item 19D – $75
Item 19E – $110

Item 20A – $108
Item 20B – $82
Item 20C – $75

Item 21A – $79.82
Item 21B – $63.25

33. SMX SERVICES & CONSULTING, INC.
7220 N.W.36 STREET, SUITE 435
MEDLEY, FL 33166
OWNER: RICHARD J. QUEVEDO, PRESIDENT

Item 1A – $120
Item 1B – $100
Item 1C – $75
Item 1D – $65
Item 1E – $60

Item 2A – $90
Item 2B – $65
Item 2C – $70
Item 2D – $75
Item 2E – $75
Item 2F – $70

Item 3A – $80
Item 3B – $70

Item 4A – $120
Item 4B – $130

Item 5A – $120
Item 5B – $110
Item 5C – $100

Item 6A – $65
Item 6B – $55
Item 6C – $50

Item 7A – $80
Item 7B – $70
Item 7C – $75
Item 7D – $80
Item 7E – $80
Item 7F – $65
Item 7G – $60
Item 7H – $70

Item 8A – $100
Item 8B – $70
Item 8C – $70
Item 8D – $60
Item 8E – $70
Item 8F – $50
Item 8G – $60
Item 8H – $85
Item 8I – $85

Item 9A – $130
Item 9B – $70
Item 9C – $65
Item 9D – $40
Item 9E – $110
Item 9F – $75
Item 9G – $45

Item 10A – $75
Item 10B – $60
Item 10C – $50

Item 11A – $160
Item 11B – $120
Item 11C – $65
Item 11D – $76

Item 12A – $110
Item 12B – $100
Item 12C – $90
Item 12D – $75
Item 12E – $65
Item 12F – $60
Item 12G – $60
Item 12H – $70

Item 13A – $75
Item 13B – $70

Item 14A – $100
Item 14B – $80
Item 14C – $68
Item 14D – $58

Item 15A – $91
Item 15B – $56
Item 15C – $98
Item 15D – $51
Item 15E – $106
Item 15F – $81

Item 16A – $70
Item 16B – $50

Item 17A – $104
Item 17B – $56

Item 18A – $87
Item 18B – $71
Item 18C – $60
Item 18D – $61
Item 18E – $60
Item 18F – $76

Item 19A – $116
Item 19B – $70
Item 19C – $60
Item 19D – $70
Item 19E – $125

Item 20A – $101
Item 20B – $85
Item 20C – $65

Item 21A – $86
Item 21B – $50

34. SOFTWARE INTEGRATION SERVICES, INC.
12130 CEDAR TRACE DRIVE S
JACKSONVILLE, FL 32246
OWNER: RAVINDRA PILLI, DIRECTOR

Item 1A – $125
Item 1B – $125
Item 1C – $115
Item 1D – $95
Item 1E – $95

Item 2A – $125
Item 2B – $115
Item 2C – $95
Item 2D – $95
Item 2E – $95
Item 2F – $95

Item 3A – $125
Item 3B – $95

Item 4A – $125
Item 4B – $95

Item 5A – $125
Item 5B – $95
Item 5C – $95

Item 6A – $125
Item 6B – $95
Item 6C – $95

Item 7A – $125
Item 7B – $125
Item 7C – $95
Item 7D – $95
Item 7E – $95
Item 7F – $95
Item 7G – $95
Item 7H – $95

Item 8A – $125
Item 8B – $95
Item 8C – $95
Item 8D – $95
Item 8E – $95
Item 8F – $95
Item 8G – $95
Item 8H – $95
Item 8I – $95

Item 9A – $125
Item 9B – $125
Item 9C – $95
Item 9D – $95
Item 9E – $95
Item 9F – $95
Item 9G – $95

Item 10A – $125
Item 10B – $95
Item 10C – $95

Item 11A – $125
Item 11B – $125
Item 11C – $95
Item 11D – $95

Item 12A – $125
Item 12B – $125
Item 12C – $115
Item 12D – $115
Item 12E – $125
Item 12F – $95
Item 12G – $95
Item 12H – $95

Item 13A – $130
Item 13B – $130

Item 14A – $125
Item 14B – $125
Item 14C – $125
Item 14D – $95

Item 15A – $125
Item 15B – $95
Item 15C – $125
Item 15D – $95
Item 15E – $125
Item 15F – $95

Item 16A – $125
Item 16B – $95

Item 17A – $125
Item 17B – $115

Item 18A – $125
Item 18B – $95
Item 18C – $95
Item 18D – $95
Item 18E – $95
Item 18F – $95

Item 19A – $125
Item 19B – $115
Item 19C – $95
Item 19D – $95
Item 19E – $95

Item 20A – $125
Item 20B – $125
Item 20C – $115

Item 21A – $125
Item 21B – $95

35. SOFTWARE PEOPLE, INC.
17 COVENTRY LANE
SMITHTOWN, NY 11787-3885
OWNER: NILIMA JAIN, PRESIDENT

Item 1A – $140
Item 1B – $120
Item 1C – $135
Item 1D – $85
Item 1E – $80

Item 2A – $125
Item 2B – $115
Item 2C – $95
Item 2D – $120
Item 2E – $95
Item 2F – $90

Item 3A – $95
Item 3B – $70

Item 4A – $125
Item 4B – $85

Item 5A – $120
Item 5B – $90
Item 5C – $65

Item 6A – $95
Item 6B – $75
Item 6C – $70

Item 7A – $140
Item 7B – $120
Item 7C – $125
Item 7D – $80
Item 7E – $80
Item 7F – $85
Item 7G – $65
Item 7H – $80

Item 8A – $130
Item 8B – $125
Item 8C – $80
Item 8D – $70
Item 8E – $85
Item 8F – $85
Item 8G – $75
Item 8H – $90
Item 8I – $95

Item 9A – $150
Item 9B – $115
Item 9C – $95
Item 9D – $55
Item 9E – $90
Item 9F – $95
Item 9G – $80

Item 10A – $120
Item 10B – $90
Item 10C – $60

Item 11A – $135
Item 11B – $115
Item 11C – $95
Item 11D – $90

Item 12A – $125
Item 12B – $110
Item 12C – $80
Item 12D – $95
Item 12E – $95
Item 12F – $90
Item 12G – $85
Item 12H – $95

Item 13A – $175
Item 13B – $125

Item 16A – $95
Item 16B – $125

Item 17A – $125
Item 17B – $110

Item 18A – $130
Item 18B – $125
Item 18C – $115
Item 18D – $80
Item 18E – $85
Item 18F – $85

Item 19A – $110
Item 19B – $100
Item 19C – $85
Item 19D – 95
Item 19E – 130

Item 20A – $135
Item 20B – $115
Item 20C – $90

36. SOFTWARE RESOURCES, INC.
2180 W. STATE ROAD 434, SUITE 6136
LONGWOOD, FL 32779
OWNER: TAMARA L. GIAIMO. C.E.O.

Item 1A – $109
Item 1B – $79
Item 1C – $99
Item 1D – $69
Item 1E – $69

Item 2A – $82
Item 2B – $86
Item 2C – $82
Item 2D – $82
Item 2E – $77
Item 2F – $82

Item 3A – $84
Item 3B – $75

Item 4A – $79
Item 4B – $59

Item 5A – $79
Item 5B – $48
Item 5C – $30

Item 6A – $69
Item 6B – $37
Item 6C – $28

Item 7A – $99
Item 7B – $84
Item 7C – $84
Item 7D – $75
Item 7E – $55
Item 7F – $52
Item 7G – $39
Item 7H – $75

Item 8A – $82
Item 8B – $85
Item 8C – $61
Item 8D – $68
Item 8E – $79
Item 8F – $59
Item 8G – $39
Item 8H – $61
Item 8I – $65

Item 9A – $89
Item 9B – $79
Item 9C – $65
Item 9D – $30
Item 9E – $79
Item 9F – $75
Item 9G – $53

Item 10A – $84
Item 10B – $79
Item 10C – $41

Item 11A – $109
Item 11B – $89
Item 11C – $84
Item 11D – $81

Item 12A – $119
Item 12B – $105
Item 12C – $99
Item 12D – $99
Item 12E – $105
Item 12F – $99
Item 12G – $99
Item 12H – $99

Item 13A – $194
Item 13B – $189

Item 14A – $79
Item 14B – $72
Item 14C – $69
Item 14D – $28

Item 15A – $79
Item 15B – $59
Item 15C – $79
Item 15D – $62
Item 15E – $79
Item 15F – $79

Item 16A – $79
Item 16B – $69

Item 17A – $82
Item 17B – $55

Item 18A – $79
Item 18B – $92
Item 18C – $84
Item 18D – $99
Item 18E – $75
Item 18F – $75

Item 19A – $84
Item 19B – $82
Item 19C – $79
Item 19D – $79
Item 19E – $199

Item 20A – $89
Item 20B – $82
Item 20C – $79

Item 21A – $59
Item 21B – $25

37. STORSOFT TECHNOLOGY
2120 BAHIA LANE
FORT LAUDERDALE, FL 33327
OWNER: JOHN EVANS, DIRECTOR

Item 1A – $100
Item 1B – $76
Item 1C – $78
Item 1D – $45
Item 1E – $49

Item 2A – $66
Item 2B – $44
Item 2C – $48
Item 2D – $68
Item 2E – $66
Item 2F – $66

Item 3A – $73
Item 3B – $78

Item 4A – $73
Item 4B – $48

Item 5A – $68
Item 5B – $44
Item 5C – $40

Item 6A – $54
Item 6B – $44
Item 6C – $40

Item 7A – $90
Item 7B – $68
Item 7C – $55
Item 7D – $44
Item 7E – $40
Item 7F – $40
Item 7G – $40
Item 7H – $48

Item 8A – $48
Item 8B – $62
Item 8C – $48
Item 8D – $62
Item 8E – $55
Item 8F – $62
Item 8G – $48
Item 8H – $48
Item 8I – $60

Item 9A – $74
Item 9B – $58
Item 9C – $48
Item 9D – $36
Item 9E – $55
Item 9F – $48
Item 9G – $44

Item 10A – $55
Item 10B – $44
Item 10C – $40

Item 11A – $80
Item 11B – $65
Item 11C – $44
Item 11D – $44

Item 12A – $100
Item 12B – $75
Item 12C – $63
Item 12D – $66
Item 12E – $75
Item 12F – $66
Item 12G – $66
Item 12H – $63

Item 13A – $79
Item 13B – $65

Item 14A – $55
Item 14B – $55
Item 14C – $44
Item 14D – $34

Item 15A – $52
Item 15B – $40
Item 15C – $40
Item 15D – $40
Item 15E – $48
Item 15F – $46

Item 16A – $62
Item 16B – $59

Item 17A – $70
Item 17B – $50

Item 18A – $70
Item 18B – $65
Item 18C – $58
Item 18D – $55
Item 18E – $55
Item 18F – $55

Item 19A – $60
Item 19B – $52
Item 19C – $42
Item 19D – $45
Item 19E – $100

Item 20A – $85
Item 20B – $65
Item 20C – $65

Item 21A – $44
Item 21B – $30

38. STRATEGIC STAFFING SOLUTIONS, INC.
1815 GRIFFIN ROAD, SUITE 102
DANIA BEACH, FL 33004
OWNER: CYNTHIA PASKY, C.E.O./PRESIDENT

Item 1A – $187.50
Item 1B – $142
Item 1C – $108.33
Item 1D – $94
Item 1E – $89

Item 2A – $135.61
Item 2B – $120
Item 2C – $110.31
Item 2D – $121.25
Item 2E – $102.33
Item 2F – $100.25

Item 3A – $120
Item 3B – $78

Item 4A – $127.78
Item 4B – $115.83

Item 5A – $117.26
Item 5B – $81.25
Item 5C – $74.86

Item 6A – $107.50
Item 6B – $72.36
Item 6C – $56.39

Item 7A – $122.25
Item 7B – $120.53
Item 7C – $103.47
Item 7D – $122.08
Item 7E – $88.06
Item 7F – $82.31
Item 7G – $77.64
Item 7H – $100.10

Item 8A – $125.39
Item 8B – $115
Item 8C – $80
Item 8D – $100
Item 8E – $102.50
Item 8F – $110
Item 8G – $63.56
Item 8H – $90
Item 8I – $135

Item 9A – $162.92
Item 9B – $106.39
Item 9C – $81
Item 9D – $51
Item 9E – $130.83
Item 9F – $105
Item 9G – $75

Item 10A – $115
Item 10B – $84
Item 10C – $68

Item 11A – $190
Item 11B – $140
Item 11C – $85
Item 11D – $100

Item 12A – $180
Item 12B – $141.53
Item 12C – $107.75
Item 12D – $103.25
Item 12E – $150
Item 12F – $102
Item 12G – $77
Item 12H – $132

Item 13A – $78.75
Item 13B – $105

Item 14A – $130
Item 14B – $99
Item 14C – $78.19
Item 14D – $83

Item 15A – $110.72
Item 15B – $65.56
Item 15C – $105
Item 15D – $72.92
Item 15E – $130
Item 15F – $101.39

Item 16A – $97
Item 16B – $70

Item 17A – $130
Item 17B – $87

Item 18A – $115
Item 18B – $112.53
Item 18C – $90.28
Item 18D – $96.53
Item 18E – $86
Item 18F – $79.31

Item 19A – $133
Item 19B – $104.03
Item 19C – $85
Item 19D – $96
Item 19E – $156.25

Item 20A – $153.19
Item 20B – $145
Item 20C – $105

Item 21A – $95.69
Item 21B – $55.56

39. SUPREME SOFT, INC.
1608 SPRING HILL ROAD, SUITE 210
VIENNA, VA 21282
OWNER: SIVA R. RAVI

Item 2A – $90
Item 2B – $80
Item 2C – $80
Item 2D – $120
Item 2E – $70
Item 2F – $80

Item 3A – $80
Item 3B – $60

Item 4A – $120
Item 4B – $70

Item 7A – $140
Item 7B – $120
Item 7C – $100
Item 7D – $80
Item 7E – $65
Item 7F – $70
Item 7G – $50
Item 7H – $80

Item 8A – $120
Item 8B – $100
Item 8C – $80
Item 8D – $60
Item 8E – $60
Item 8F – $70
Item 8G – $50
Item 8H – $75
Item 8I – $70

Item 13A – $100
Item 13B – $80

Item 16A – $140
Item 16B – $80

Item 18A – $120
Item 18B – $120
Item 18C – $70
Item 18D – $70
Item 18E – $70
Item 18F – $80

Item 19A – $120
Item 19B – $100
Item 19C – $65
Item 19D – $80
Item 19E – $100

Item 20A – $120
Item 20B – $100
Item 20C – $80

40. TECHNICAL AID CORPORATION
D.B.A. TAC WORLDWIDE
888 WASHINGTON STREET
DEDHAM, MA 02026
OWNER: ROBERT BADAVAS, PRESIDENT

Item 1A – $110
Item 1B – $90.50
Item 1C – $82.50
Item 1D – $66
Item 1E – $62.50

Item 2A – $75
Item 2B – $78
Item 2C – $80
Item 2D – $88.50
Item 2E – $85
Item 2F – $75

Item 3A – $78.50
Item 3B – $56.50

Item 4A – $85.50
Item 4B – $75

Item 5A – $75
Item 5B – $53.50
Item 5C – $38.75

Item 6A – $57.50
Item 6B – $35
Item 6C – $38

Item 7A – $90
Item 7B – $75
Item 7C – $78.50
Item 7D – $60.25
Item 7E – $55
Item 7F – $50
Item 7G – $44
Item 7H – $80

Item 8A – $90.50
Item 8B – $78.50
Item 8C – $60
Item 8D – $75
Item 8E – $74.50
Item 8F – $58
Item 8G – $44
Item 8H – $55
Item 8I – $65.50

Item 9A – $114
Item 9B – $76
Item 9C – $55
Item 9D – $31.50
Item 9E – $86
Item 9F – $70
Item 9G – $55

Item 10A – $92
Item 10B – $60
Item 10C – $50

Item 11A – $133
Item 11B – $109
Item 11C – $65
Item 11D – $81

Item 12A – $119
Item 12B – $75
Item 12C – $70.50
Item 12D – $75
Item 12E – $85
Item 12F – $68
Item 12G – $50
Item 12H – $90

Item 13A – $71
Item 13B – $81

Item 14A – $95
Item 14B – $86
Item 14C – $76
Item 14D – $51

Item 15A – $86
Item 15B – $57
Item 15C – $90
Item 15D – $60
Item 15E – $95
Item 15F – $80

Item 16A – $78
Item 16B – $60

Item 17A – $90
Item 17B – $75

Item 18A – $96.50
Item 18B – $90
Item 18C – $68.50
Item 18D – $65
Item 18E – $67
Item 18F – $65

Item 19A – $109
Item 19B – $90
Item 19C – $78.50
Item 19D – $90
Item 19E – $116

Item 20A – $85
Item 20B – $85
Item 20C – $65

Item 21A – $76
Item 21B – $40

41. TEKSYSTEMS, INC.
8300 N.W. 33 STREET
MIAMI, FL 33122
OWNER: ALLEGIS GROUP, INC.

Item 1A – $135
Item 1B – $95
Item 1C – $100
Item 1D – $95
Item 1E – $95

Item 2A – $100
Item 2B – $110
Item 2C – $110
Item 2D – $110
Item 2E – $95
Item 2F – $110

Item 3A – $100
Item 3B – $85

Item 4A – $120
Item 4B – $120

Item 5A – $120
Item 5B – $80
Item 5C – $60

Item 6A – $70
Item 6B – $60
Item 6C – $60

Item 7A – $140
Item 7B – $130
Item 7C – $90
Item 7D – $100
Item 7E – $90
Item 7F – $85
Item 7G – $70
Item 7H – $105

Item 8A – $130
Item 8B – $110
Item 8C – $75
Item 8D – $95
Item 8E – $90
Item 8F – $90
Item 8G – $60
Item 8H – $85
Item 8I – $130

Item 9A – $160
Item 9B – $100
Item 9C – $90
Item 9D – $65
Item 9E – $125
Item 9F – $110
Item 9G – $80

Item 10A – $80
Item 10B – $65
Item 10C – $130

Item 11A – $150
Item 11B – $130
Item 11C – $100
Item 11D – $95

Item 12A – $160
Item 12B – $110
Item 12C – $110
Item 12D – $85
Item 12E – $140
Item 12F – $110
Item 12G – $85
Item 12H – $115

Item 13A – $75
Item 13B – $110

Item 14A – $110
Item 14B – $85
Item 14C – $75
Item 14D – $85

Item 15A – $80
Item 15B – $80
Item 15C – $120
Item 15D – $80
Item 15E – $120
Item 15F – $100

Item 16A – $110
Item 16B – $90

Item 17A – $140
Item 17B – $90

Item 18A – $125
Item 18B – $115
Item 18C – $105
Item 18D – $105
Item 18E – $95
Item 18F – $75

Item 19A – $120
Item 19B – $95
Item 19C – $95
Item 19D – $90
Item 19E – $135

Item 20A – $160
Item 20B – $140
Item 20C – $105

Item 21A – $105
Item 21B – $75

42. THE EXPERTS, INC.
2400 E. COMMERCIAL BOULEVARD, #614
FORT LAUDERDALE, FL 33308
OWNER: TOM HOSHKO, C.E.O.

Item 1A – $120
Item 1B – $97.50
Item 1C – $90
Item 1D – $75
Item 1E – $67.50

Item 2A – $105
Item 2B – $97.50
Item 2C – $90
Item 2D – $97.50
Item 2E – $90
Item 2F – $85

Item 3A – $82.50
Item 3B – $67.50

Item 4A – $75
Item 4B – $67.50

Item 5A – $55
Item 5B – $45
Item 5C – $40

Item 6A – $55
Item 6B – $45
Item 6C – $40

Item 7A – $90
Item 7B – $82.50
Item 7C – $75
Item 7D – $67.50
Item 7E – $65
Item 7F – $60
Item 7G – $57.50
Item 7H – $75

Item 8A – $75
Item 8B – $67.50
Item 8C – $65
Item 8D – $65
Item 8E – $67.50
Item 8F – $65
Item 8G – $60
Item 8H – $60
Item 8I – $75

Item 9A – $80
Item 9B – $75
Item 9C – $60
Item 9D – $30
Item 9E – $67.50
Item 9F – $55
Item 9G – $30

Item 10A – $67.50
Item 10B – $55
Item 10C – $45

Item 11A – $97.50
Item 11B – $85
Item 11C – $75
Item 11D – $70

Item 12A – $135
Item 12B – $120
Item 12C – $115
Item 12D – $115
Item 12E – $120
Item 12F – $115
Item 12G – $115
Item 12H – $100

Item 13A – $120
Item 13B – $115

Item 14A – $75
Item 14B – $70
Item 14C – $65
Item 14D – $60

Item 15A – $70
Item 15B – $60
Item 15C – $70
Item 15D – $70
Item 15E – $75
Item 15F – $65

Item 16A – $65
Item 16B – $55

Item 17A – $90
Item 17B – $85

Item 18A – $90
Item 18B – $80
Item 18C – $70
Item 18D – $70
Item 18E – $70
Item 18F – $80

Item 19A – $90
Item 19B – $75
Item 19C – $70
Item 19D – $65
Item 19E – $97.50

Item 20A – $120
Item 20B – $115
Item 20C – $90

Item 21A – $45
Item 21B – $35

43. VERACITY MANAGEMENT GROUP
2655 LE JEUNE ROAD, SUITE 311
CORAL GABLES, FL 33134
OWNER: MICHAEL RIDEMAN, C.E.O.

Item 1A – $150
Item 1B – $125
Item 1C – $125
Item 1D – $100
Item 1E – $100

Item 2A – $150
Item 2B – $150
Item 2C – $100
Item 2D – $125
Item 2E – $100
Item 2F – $100

Item 3A – $125
Item 3B – $75

Item 4A – $150
Item 4B – $100

Item 5A – $125
Item 5B – $100
Item 5C – $75

Item 6A – $100
Item 6B – $75
Item 6C – $75

Item 7A – $150
Item 7B – $100
Item 7C – $100
Item 7D – $75
Item 7E – $75
Item 7F – $75
Item 7G – $75
Item 7H – $100

Item 8A – $125
Item 8B – $100
Item 8C – $100
Item 8D – $75
Item 8E – $75
Item 8F – $75
Item 8G – $75
Item 8H – $75
Item 8I – $100

Item 9A – $125
Item 9B – $100
Item 9C – $75
Item 9D – $75
Item 9E – $100
Item 9F – $75
Item 9G – $75

Item 10A – $100
Item 10B – $80
Item 10C – $80

Item 11A – $150
Item 11B – $125
Item 11C – $100
Item 11D – $100

Item 12A – $150
Item 12B – $125
Item 12C – $100
Item 12D – $100
Item 12E – $100
Item 12F – $100
Item 12G – $100
Item 12H – $100

Item 13A – $150
Item 13B – $150

Item 14A – $125
Item 14B – $100
Item 14C – $100
Item 14D – $100

Item 15A – $125
Item 15B – $100
Item 15C – $100
Item 15D – $75
Item 15E – $100
Item 15F – $100

Item 16A – $127
Item 16B – $75

Item 17A – $125
Item 17B – $100

Item 18A – $125
Item 18B – $125
Item 18C – $100
Item 18D – $100
Item 18E – $100
Item 18F – $125

Item 19A – $125
Item 19B – $100
Item 19C – $75
Item 19D – $100
Item 19E – $125

Item 20A – $125
Item 20B – $80
Item 20C – $75

Item 21A – $100
Item 21B – $60

44. Authorize Procurement Management Services to purchase up to the total estimated amount of $12,291,000, for a two-year period.

OSP/lja

SPECIFICATIONS

Overview

The purpose of this BID is to provide a mechanism by which to obtain a broad range of information technology consulting services within Miami-Dade County Public Schools (M-DCPS). Awarded Vendors will be asked to respond to Request for Quotations as specific needs arise.

1.0 VENDOR'S RESPONSIBILITY AND QUALIFICATIONS

1.1 The Vendor shall have in operation a business adequate for the delivery of consulting services in the area of Information Technology. Vendor should have the ability to provide personnel with a wide range of skills and backgrounds.

1.2 The Vendor shall manage the personnel.

1.3 It is important for M-DCPS to receive timely responses to request for quotations (RFQ). Resumes for personnel will be required with the RFQ submission. The following is the deadline for timely submission:

AMOUNT OF RFQ	*DEADLINE*
$25,000.00 or less	3 working days
$25,001.00 to $75,000.00	5 working days
$75,001.00 or greater	7 working days

1.4 In the event of an emergency, as determined by the Executive Officer, Information Technology Services, the qualified bidder offering the lowest bid shall be given the first opportunity to respond to emergency work. If the qualified bidder that offered the lowest bid price is unable to respond within an acceptable time period, the work shall be offered to the other awarded Vendors. Should none of the Vendors selected through this bid be able to respond adequately to the emergency, the work may be done by any other resource that can respond in a timely manner.

2.0 PRICES AND PAYMENTS

2.1 Attached is a Job Title Chart that defines each position and lists the expected education and experience for the position. All bid prices shall be submitted as an hourly ceiling rate. **VENDORS MUST BID ALL TITLES WITHIN AN ITEM TO BE CONSIDERED FOR AWARD OF THAT ITEM.**

2.2 The School Board of Miami-Dade County, Florida (The Board) Policy allows payment only for goods and services received; therefore, no advance payment can be made.

2.3 The following shall be the payment terms on a per job basis.

Charges for Consulting Services shall be invoiced on a monthly basis as the services are performed or in accordance with a performance schedule as established and agreed between the district and the Vendor. The Vendor shall submit bills with sufficient backup documentation including M-DCPS ITS's Employee Timesheet or the Vendor's personnel time logs or a completed deliverable as directed by M-DCPS' ITS Contract and Financial Services Supervisor or designee, to allow the District to accurately audit and pay. Charges for travel, housing or other expenses will not be accepted.

2.4 The Vendor may not assign their rights under this contract without prior written approval of the Board. However, no assignment of any contract rights shall relieve the Vendor of any of their obligation under this contract. The Vendor may not assign or transfer their performance obligations under this contract to any other person.

2.5 In the event that the obligations and assets of the Vendor are merged or assumed by some other legal entity, the Vendor agrees to provide written notice to the Board or its designee, and The School Board of Miami-Dade County shall be given the right to allow the contract to continue under the new ownership or to terminate the contract without penalty. Such election shall be made at the sole discretion of The School Board of Miami-Dade County.

3.0 CONTRACT AWARD

It is the intention of The School Board of Miami-Dade County to award this contract to all responsive and responsible Vendors capable of supplying the services requested.

3.1 The School Board of Miami-Dade County reserves the right, before awarding the contract, to require bidders to submit evidence of their qualifications and may consider evidence of financial, technical and other qualifications and abilities of the bidder, including past performance (experience) with other customers in making the award in the best interest of The School Board of Miami-Dade County.

3.2 Due to statutory budgetary requirements, the Board reserves the right to cancel the Contract at the end of each fiscal year or the end of each year of the contract period.

3.3 NON-EXCLUSIVITY: M-DCPS reserves the right to perform, or cause to be performed, the work and services herein described in any manner it sees fit, including, but not limited to, awarding of other contracts, or to perform the work with its own employees.

3.4 DOUBT OR DIFFERENCE OF OPINION

Resolution of any doubt or difference or opinion as to the services to be furnished hereunder shall be handled through the following procedure:

FIRST STEP

BOARD	VENDOR
Program Manager	Project Manager

SECOND STEP

Supervisor	Equivalent Management Level

THIRD STEP

Executive Officer Information Technology Services	Equivalent Management Level

FOURTH STEP

Chief Procurement Officer Business Operations	Equivalent Management Level

4.0 CONTRACTOR WARRANTIES

The contractor agrees to the following representations and warranties:

A. Repair of Damaged Data Warranty. The Contractor represents that, should any defect or deficiency in any Deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer's Contracting Officer, all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer.

B. Quality Assurance Warranty. The Contractor represents that it will at all times use a formal Software development process when the Services or Deliverables involve software modification or development.

C. All services and computer software delivered under this contract must perform satisfactorily for one (1) year from date of acceptance. Upon written notification, the vendor shall respond to and correct, within 14 calendar days, any problems or defects due thereto and pay all expenses for any damage resulting there from.

D. Limitation of Warranty for Customer-Furnished Software. In lieu of any other warranty expressed or implied herein, the Customer warrants that any programming aids and software packages supplied for Contractor use as Customer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the Customer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Customer-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the Contractor shall notify the Customer's Contracting Officer and supply documentation regarding any defects and their effect on progress on the Task Order. The Customer's Contracting Officer will consider equitably adjusting the delivery performance dates or Task Order price, or both, and any other contractual provision affected by the Customer-furnished property.

E. YEAR 2000 COMPLIANCE: All products furnished under the Contract shall be Year 2000 compliant, that is, able to accurately process date data from, into, and between the twentieth and twenty-first centuries, including leap year calculations. Contractors may provide a "pass through warranty" from the manufacturer/software developer, which meets all the warranty requirements specified by the District, and which shall include all other warranties provided by the manufacturer or software developer. Contractor shall be responsible for warranty assurance, assistance, enforcement and any other actions or remediation, required to satisfy warranty requirements.

5.0 LIMITATION OF VENDOR'S LIABILITIES

If the performance of any part of this contract by the Vendor is prevented, hindered, delayed or otherwise made impracticable by reason of flood, riot, fire, explosion, war or any other casualty or any other cause of whatever nature that is beyond the control of the Vendor, the Vendor shall be excused from such

performance during the continuance of any such happening or event, for as long as such event shall continue to prevent, hinder or delay such performance, provided that in the event of a lockout, or other disturbance, the Vendor shall provide the requirements of this contract using any personnel deemed necessary.

6.0 FAILURE TO PERFORM UNDER WARRANTY AGREEMENT

The following option shall be available to The Miami-Dade County School Board and shall be applied, in the event of failure on the part of the Vendor to perform under the warranty agreement, as stated in this bid. This shall be applied on a per location basis.

a) During the warranty period, each failure to respond to a written notice or correct a problem/deficiency in a timely manner shall obtain a one-month extension of the cost-free warranty maintenance period. In the event that twelve (12) failures to respond to written notices or correct problems/deficiencies in a timely manner occur within one year, The Miami-Dade County School Board shall receive a warranty extension for the balance of the year in which the failures to respond to notices or correct problems/deficiencies in a timely manner occurred, as well as the next full calendar year.

b) More than twelve (12) failures to respond to written notices or correct problems/deficiencies in a timely manner in one year may result in default of the contract.

7.0 TERMINATION OF CONTRACT

The following terms and conditions shall govern the termination of Contract if the Vendor shall be considered in default:

Should the Vendor fail or neglect to execute work properly and diligently in substantial accord and compliance with the schedule or schedules agreed upon, as may be determined by the Board, or, if the Vendor shall fail or refuse to perform any requirement or provision of the Contract specified to be performed by the Vendor, then the Board may immediately take over the work, or such portion thereof as may be in default or arrears, and correct the fault and make good the deficiency, and the cost thereof will be deducted from the contract price and may be withheld from any amount then due or that may become due the Vendor from the Board. The Board may complete the work by the Board's own forces or in such a manner and means as the Board may deem necessary or expedient. The Board will remain accountable to Vendor only for any excess that may remain between the cost for the work completed by either such methods

and the contract price; provided that the exercise of any right or option in this Article reserved by or granted to the Board shall not prejudice, stop or bar any other rights or remedy the Board may have under the full terms of the contract and contract documents.

8.0 EFFECT OF BOARD APPROVAL

Vendor's entire responsibility for the correctness and suitability of the work shall not be affected by the grant to, or the exercise or non-exercise by, the Board of its right to inspect, test, review, comment on and approve the work, including, without limitation, drawings, data, and other documents or work provided by Vendor.

No failure or delay by the Board to insist on strict performance or observance by Vendor of any of the terms or conditions of the Contract, or to exercise any right or remedy under the Contract shall operate as a waiver thereof by the Board; nor shall any single or partial exercise of any such right or remedy preclude any other further exercise thereof or the exercise of any other right or remedy under the contract.

9.0 SEVERABILITY AND COUNTERPARTS

If any part of the contract is held to be invalid, void or otherwise unenforceable, the other parts of the contract shall continue in full force and effect unless the severance of the portion held unenforceable would render impossible performance in accordance with the purposes of the contract.

10.0 INFORMATION REQUIRED OF THE BIDDER

The bidder is requested to provide a statement giving the following information regarding the bidder(s) support activities.

1. The number of support persons on duty during the normal workweek and on weekends.
2. The extent of the technical training and years of experience of personnel.
3. The location of the bidder's local facility.

11.0 PERMITS AND LICENSES

The Vendor shall be responsible for obtaining any necessary permits and licenses and shall comply with all federal, state, and local codes and ordinances without additional cost to M-DCPS.

12.0 INSURANCE

Prior to commencing work under this bid, the Vendor shall obtain and maintain without interruption the insurance as outlined in special conditions. The Vendor agrees to furnish a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage.

13.0 INTELLECTUAL PROPERTY

Unless otherwise expressly agreed to, any ideas, concepts, know-how, data processing techniques, data compilations, software, documentation, diagrams, schematics or blueprints developed by the Vendor's personnel in connection with this contract shall be the exclusive property of the eligible user. The parties agree that any joint or future software development shall be subject to a separate agreement signed by the Vendor and the district, wherein all ownership and license rights to such developed product shall be specified in detail. In the absence of such agreement, each party shall maintain sole ownership of its own protectable proprietary materials, which are developed or owned solely by the Eligible User or the Vendor, respectively. Nothing in this agreement shall affect in any way the district, Vendor, or third party, ownership of all right, title and interest in and to any existing contractor, or third party, system software, application software, routines, techniques, ideas or formulae which may be utilized in whole or part by either party in performing services hereunder, or any modifications, enhancements or derivative works thereof, which shall remain solely the property of the Vendor.

14.0 LIQUIDATED DAMAGES

As a result of the Vendor's scope survey and subsequent approval by ITS Contract and Financial Services, the Vendor will have established a schedule, which shall state the number of calendar days, after commencement of work, that the work will be completed. Time of completion of each project shall be given by this schedule, which may be adjusted by mutual agreement of the Vendor and the School Board of Miami-Dade County, Florida. The time of completion shall be of the essence. Should the Vendor fail to complete the work or obtain acceptance within the time agreed to, and provided the Vendor has not previously obtained an extension from the Board, a minimum sum of $500.00 shall be deducted from the contract price for each calendar day of delay as liquidated damages. If the contract price exceeds $50,000, then 1.5% of the contract price shall be deducted for each day of delay as liquidated damages. This deduction shall be applied to each project individually.

The Vendor consents and agrees that it is not necessary for the Board to prove monetary loss.

15.0 PROGRAM MANAGER

15.1 The Vendor shall designate an individual, acceptable to M-DCPS, to perform the Vendor's program management function. The Program Manger shall provide a single point interface between M-DCPS and the Vendor on all matters concerning the contract. The Program Manager shall provide status/progress reports and attend monthly status meetings throughout the contract period as required by M-DCPS.

15.2 The School Board of Miami-Dade County ITS Contract and Financial Services Supervisor or designee shall designate a Project Manager to manage and supervise the contract for The School Board of Miami-Dade County.

16.0 ADDITIONS OR CHANGES DURING INSTALLATION

16.1 The Program Manager or Vendor shall not accept requests or agree to perform services beyond the scope of work requirements from persons other than The School Board of Miami-Dade County ITS Contract and Financial Services Supervisor or designee. All requests for additions and/or changes shall be directed to and handled by The School Board of Miami-Dade County ITS Contract and Financial Services Supervisor or designee.

16.2 The School Board of Miami-Dade County, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions. Work that increases the purchase order sum or changes the Contract time shall be authorized by a change order.

16.3 The cost or credit to The School Board of Miami-Dade County, Florida resulting from a change in the work shall be determined in one of the following ways:

1) By mutual acceptance of a properly itemized lump sum amount supported by sufficient substantiating data to permit evaluation, if not listed in the Contract Documents.

2) By unit prices stated in the contract Documents or subsequently agreed upon.

17.0 FAMILIARITY WITH LAWS

The bidder is presumed to be familiar with all Federal, State and Local Laws, Ordinances, Code Rules and Regulations that may in any way affect the work. Ignorance on the part of the bidder shall in no way relieve him/her from responsibility. Bidders are advised that The School Board of Miami-Dade County and the Florida Department of Education may have additional requirements beyond those contained in the locally accepted Building Codes.

18.0 INDULGENCE

Indulgence by The School Board of Miami-Dade County of any nonconformance by the Vendor does not constitute a waiver of any rights under this agreement.

19.0 SUB-CONTRACTS

a) Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and M-DCPS.

b) The Vendor shall be as fully responsible to M-DCPS for the acts and omissions of the sub-contractor and of persons employed by them as he/she is for acts and omissions of persons directly employed.

20.0 EMPLOYEES OF THE VENDOR AND SUB-CONTRACTOR

All employees of the Vendor and sub-contractor shall be considered to be at all times the sole employees of the Vendor or sub-contractor under the Vendor's sole direction and not an employee or agent of The School Board of Miami-Dade County. The Vendor and sub-contractor shall supply competent and physically capable employees, and The School Board of Miami-Dade County may require the Vendor to remove an employee it deems careless, incompetent, or insubordinate and whose continued employment on The Miami-Dade County School Board's property is not in the best interest of The School Board of Miami-Dade County. Each employee shall have and wear proper identification on the job.

CONSIDERED
M1-1/00

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# 098-GG04**

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

" The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

07/19/2007 22:05 7199 PAGE 02

(a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

(b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1500 Biscayne Boulevard, Suite 127
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Mrs. Jo-Tina Brown at 305-995-7133.

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CONSENT AGENDA ITEM

#13

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0082

FROM: David A. Shontz

DATE: May 19, 2015

RE: **State Road 429 Wekiva Parkway, Project 429-204, Parcel 260**
Subordination of Easements Agreement with Duke Energy Florida, Inc.

Shutts & Bowen LLP, as right-of-way counsel, submits the attached Subordination of Easements Agreement between the Central Florida Expressway Authority ("CFX") and Duke Energy Florida, Inc. d/b/a Duke Energy ("Duke Energy") and requests the Board approve this agreement relating to Parcel 260 of the State Road 429 Wekiva Parkway Project 429-204.

DESCRIPTION AND BACKGROUND:

As part of the acquisition of Parcel 260 in Section 429-204 of the Wekiva Parkway Project, Duke Energy held a perpetual easement for the transmission and distribution of electricity encumbering the above-referenced parcel. Although the recorded easement provided Duke the ability to locate transmission and distribution lines, the only lines physically located in the field was a distribution line to provide electrical service to the subject parcel acquired. Duke will not be required to re-establish the distribution lines on this parcel as the improvements are being removed as part of the project. Accordingly, Duke has agreed to subordinate its easement interests in the above-referenced parcel.

Please find attached hereto the Subordination of Easements Agreement by and between the CFX and Duke for Parcel 260. The underlying Subordination Agreement has been previously entered into by the parties for both sections 429-202 and 429-203. The Subordination of Easements Agreement as to Parcel 260 was executed on behalf of Duke on May 5, 2015, and right-of-way counsel requests the Board authorize execution of the Subordination of Easements Agreement on behalf of the CFX. The execution and recording of this Subordination of Easements Agreement will allow acquisition of the needed property without additional costs to be incurred by the CFX, as it would avoid the requirement to pay any and all attorney's fees and expert's costs associated with Duke's apportionment claims and/or relocation of utilities cost

claim.

It is in the best interest of the Central Florida Expressway Authority to approve this Subordination of Easements Agreement, and will result in savings of both time and monies for CFX.

REQUESTED ACTION:

Right-of-way counsel respectfully requests the Board approve the attached Subordination of Easements Agreement as to Parcel 260 of the State Road 429 Wekiva Parkway Project 429-204.

ATTACHMENTS:

Subordination of Easements Agreement by and between the Central Florida Expressway Authority and Duke Energy Florida, Inc., d/b/a Duke Energy as to Parcel 260.

ORLDOCS 14031702 1

Prepared By and Return To:
David A. Shontz, Esquire
Shutts & Bowen LLP
200 South Orange Avenue, Suite 1000
Orlando, Florida 32801

SUBORDINATION OF EASEMENTS AGREEMENT

THIS SUBORDINATION OF EASEMENTS AGREEMENT, entered into this _____ day of May, 2015, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY,** a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and **DUKE ENERGY FLORIDA, INC.** d/b/a Duke Energy (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Subordination.** The Utility subordinates to the Authority, its successors and assigns, any and all of its easements only to the extent they encumber listed property in the lands described as follows, to wit:

See Exhibit "A" attached hereto and incorporated by reference herein

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.

4. **Relocation of Easements.** Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. **Maintenance Access by the Utility.**

a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.

b. In the exercise of the rights and privileges under Paragraphs 3 and 5a, above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a, above.

6. **Non-Interference with Facilities.** The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property. The Authority is a political subdivision of the State of Florida entitled to sovereign immunity, and has no power or authority to expand the scope of its liability; however, to the extent provided by Florida law, the Authority shall indemnify and hold the Utility harmless from any and all damages and injuries, whether to persons or property, resulting from interference with the Utility's facilities by the Authority or by the Authority's contractors, agents or employees.

7. **Notice of Construction.** Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered
in our presence as witnesses:

_____

_____
(Print Name)

_____

_____
(Print Name)

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____

Print Name: _____

Title: _____

Approved as to form for execution by the Authorized Signatory of the Central Florida Expressway Authority

By: _____
Print Name: David A. Shontz
Right of Way Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a municipal corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
Notary Public

_____
Print Name

Notary Public, State of Florida
Commission No. _____
My commission expires:

Signed, sealed and delivered
in our presence as witnesses:

Berita Bostel
Berita Bostel
(Print Name)

Nick Brana

NICK BRANA
(Print Name)

DUKE ENERGY FLORIDA, INC.,
d/b/a Duke Energy

By: _____

Print Name: Kris Tietig

Title: Manager, Land Services

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of May, 2015, by KRIS TIETIG as Manager-Land Services of Duke Energy Florida, Inc. d/b/a Duke Energy, on behalf of the corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Nick Brana
Notary Public

NICK BRANA
Print Name

NICK BRANA
Notary Public - State of Florida
My Comm. Expires Sep 10, 2017
Commission # FF 052769

Notary Public, State of Florida
Commission No. FF 052769
My commission expires:
SEPT. 10, 2017

Prepared and Approved By:

Print Name: David A. Shontz, Esq.

Received By:

General Counsel

LEGAL DESCRIPTION

PARCEL 260
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1932, PAGE 388, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4, SECTION 1 TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.441 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

RUSSELL J. MARKS, PSM NO. 5629 — DATE 3/25/14

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 2

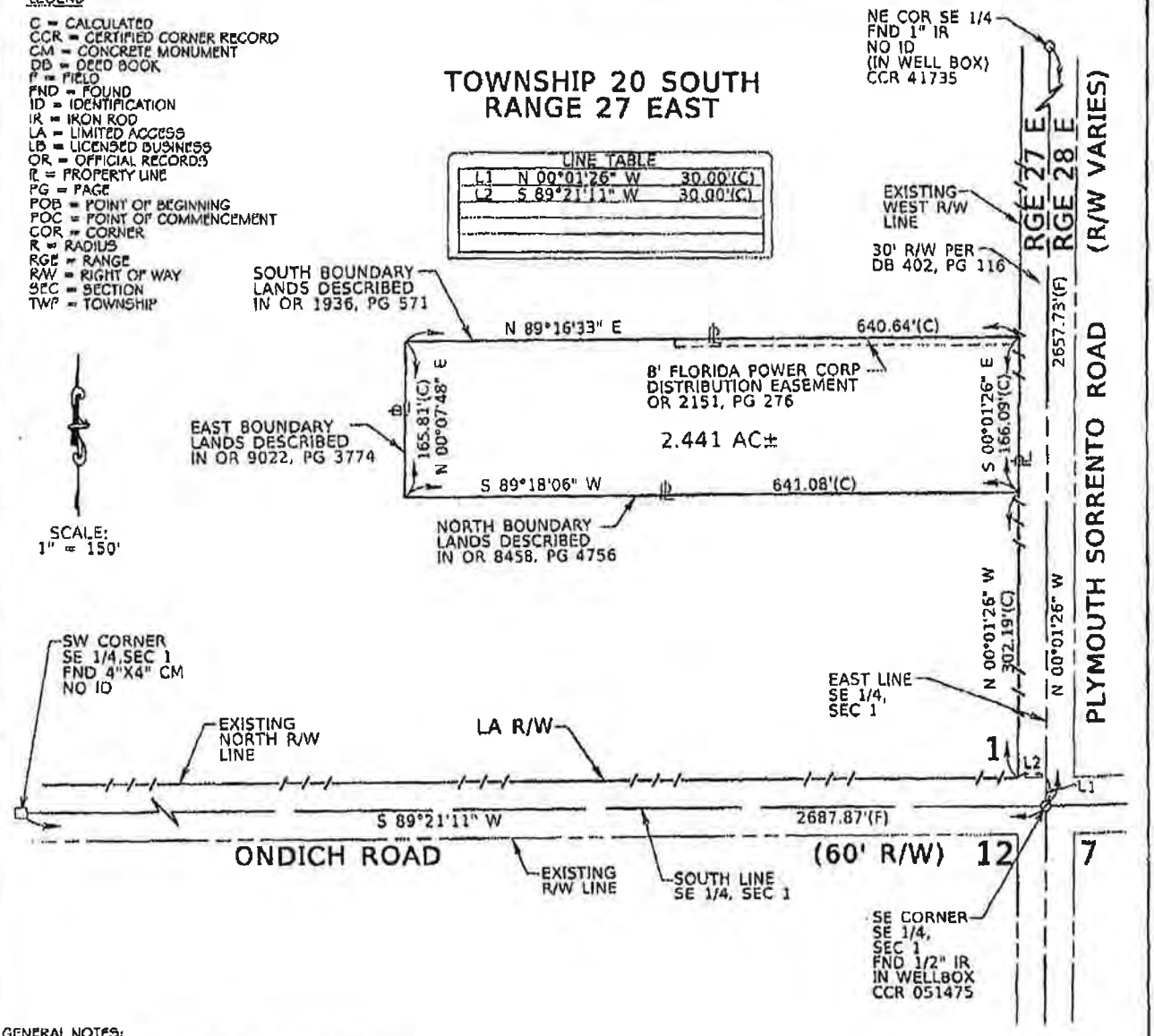
EXHIBIT "A"

SKETCH OF DESCRIPTION

PARCEL: 260
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
DB = DEED BOOK
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICIAL RECORDS
P = PROPERTY LINE
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
COR = CORNER
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP



GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857112 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14		URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 2 OF 2

CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 27, 2015

RE: Award of Contract for
Right of Way Counsel Services
Contract No. 001116

In accordance with the Procurement Policy and Procedures for competitive sealed proposals, a Request for Proposals (RFP) from qualified firms to serve as Right of Way Counsel was advertised on April 12, 2015. Responses were received from two firms, Mateer & Harbert, P.A. (Mateer), and Adorno Law Firm, P.L. (Adorno), by the May 4, 2015, deadline. Since less than three proposals were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options to either reject the proposals and re-advertise for the services or to proceed with the evaluation process. In the absence of the Director of Procurement, the Manager of Procurement met with the Deputy Executive Director and Deputy General Counsel on May 4, 2015. After some discussion the decision was made to proceed with the process.

The Evaluation Committee met on May 18, 2015, and after scoring of the Technical Proposals, the Price Proposals were opened and scored. The total scores were calculated and resulted in the following ranking:

Ranking	Firm
1	Mateer & Harbert, P.A.
2	Adorno Law Firm, P.L.

The Right of Way Committee met on May 27, 2015, and voted unanimously to recommend award of the contract to Mateer.

Board award of the contract to Mateer & Harbert, P.A., in the amount of $930,500.00 for a three-year contract term is requested.

RFP-001116 Committee Meeting May 18, 2015 Minutes

Evaluation Committee for **Right-of-way Counsel, 001116,** held a duly noticed meeting on Monday, May 18, 2015, commencing at 10:04 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Joe Passiatore, General Counsel, CFX
Linda Lanosa, CFX Deputy General Counsel
William Chip Turner, Orange County, Assistant County Attorney
Laurie Botts, City of Orlando, Real Estate Director

Other Attendees:
Robert Johnson, Manager of Procurement, CFX

Discussion and Motions:
Robert commenced the meeting with introductions, collected the committee member disclosure forms, and explained the RFP process and the purpose of today's meeting which was to finalize the technical and price proposal evaluations, and make a final recommendation to the Board with regard to Right of Way Counsel.

Proposal Evaluation Portion:
Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members were given the opportunity to discuss the technical proposals prior to submitting their evaluation forms. General discussion ensued about the proposals that were submitted. The committee members submitted their evaluations to Robert for tallying. Robert Johnson tallied the score sheets utilizing the raw scores assigned by each committee member for each Proposal received. Attached are the summary results of the individual committee member scores. Robert Johnson tallied the committee member score sheets utilizing the raw scores assigned by each Committee member and averaged the raw scores for each Proposal received onto the final summary sheet.

Pricing, Total Points and Rankings
Upon completion of the evaluation of the technical portion, Robert opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements. See attached final summary sheet for pricing, total points and ranking results.

Committee recommends CFX Board approve ranking and award the contract to the top ranked firm, Mateer & Harbert P.A.. The Committee agreed that Linda Lanosa would review and approve the minutes on behalf of the committee.

There being no other business to come before the Committee; the meeting was adjourned at 10:30am.

These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, May 18, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 
Robert Johnson

Approved by: 
Linda Lanosa Linda Lanosa

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

ROW COUNSEL SERVICES RFP-001116

	Adorno Law Firm, PL		Mateer & Harbert, P.A.									
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Linda Lanosa	35		80									
Joe Passiatore	68		78									
William Chip Turner	25		65									
Laurie Botts	35		80									
TOTAL	163		303									
AVG. TECH. POINTS	40.75		75.75									

PRICE PROPOSAL SUMMARY

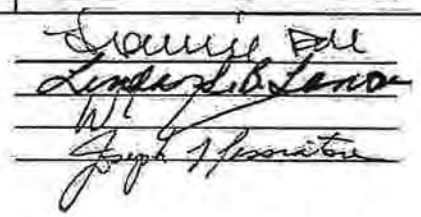
PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Adorno Law Firm, PL	$742,300.00	20.00
Mateer & Harbert, P.A.	$930,500.00	15.95

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Adorno Law Firm, PL	40.75	20.00	60.75	2
Mateer & Harbert, P.A.	75.75	15.95	91.70	1

FINAL RANKING

Committee Members:



AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MATEER & HARBERT, P.A.

RIGHT OF WAY COUNSEL SERVICES

CONTRACT NO. 001116

CONTRACT AMOUNT: $930,500.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT
FOR
RIGHT OF WAY COUNSEL SERVICES

CONTRACT NO. 001116

June 2015

Members of the Board

Welton G. Cadwell, Chairman
S. Scott Boyd, Vice Chairman
Brenda Carey, Secretary/Treasurer
Fred Hawkins, Jr., Board Member
Teresa Jacobs, Orange County Mayor
Buddy Dyer, City of Orlando Mayor
Walter A. Ketcham, Jr., Board Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez-Scaccetti, Non-Voting Advisor

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Technical Proposal	TP-1 to TP-56

AGREEMENT
RIGHT OF WAY COUNSEL SERVICES
CONTRACT NO. 001116

THIS AGREEMENT ("Agreement") is entered into as of June 11, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("AUTHORITY"), and MATEER & HARBERT, P.A. ("COUNSEL").

WITNESSETH:

WHEREAS, the AUTHORITY desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on April 12, 2015, the AUTHORITY issued a Request for Proposals for Right of Way Counsel Services for the acquisition of four parcels along State Road 528 for, in part, All Aboard Florida's proposed intercity passenger rail. The four parcels are described below.

Parcel No.	**Owner**	**Preliminary Estimate of Area Needed**	**Draft Appraised Value (Restricted)**
102	Bal Bay Realty LTD	17.63-Acres	$ 1,765,000
104	Mattamy (Jacksonville) Partnership	3.05-Gross Acres	$ 100,000
105	Carlsbad Orlando LLC	166.65-Acres	$12,500,000
108	B & M Investment LLC	111,078-Net Sq. Ft.	$ 360,000

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on May 18, 2015, and the recommendation of the Right of Way Committee at its meeting held on May 27, 2015, the Board of Directors of the AUTHORITY at its meeting held on June 11, 2015, selected COUNSEL to serve as Right of Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to the AUTHORITY according to the terms and conditions stated herein.

WHEREAS, to avoid the need for change orders, COUNSEL has assumed the worst-case scenario for each parcel, including the cost of a trial, and provided a not-to-exceed amount for the condemnation of each of these four parcels.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the AUTHORITY and COUNSEL agree as follows:

SECTION 1. SERVICES. The AUTHORITY does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to AUTHORITY right of way matters as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A."

SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.

(a) Although the AUTHORITY currently anticipates using the services of COUNSEL, the AUTHORITY provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide the AUTHORITY under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. The AUTHORITY designates the AUTHORITY's General Counsel or Deputy General Counsel as the AUTHORITY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define the AUTHORITY's policy and decisions pertinent to the work covered by this Agreement. The AUTHORITY may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

SECTION 3. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist the AUTHORITY in other areas of responsibility as deemed necessary by the AUTHORITY. COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. All of the services required herein under shall be performed by COUNSEL or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the federal, state and local law to perform such services.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates _____, as the primary attorney to provide services to the AUTHORITY and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

(g) In providing Services under this Agreement, COUNSEL will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances. Upon notice by the AUTHORITY, COUNSEL will correct those Services not meeting such a standard. COUNSEL agrees to notify the AUTHORITY in writing of ANY members of the firm that may be reprimanded, suspended, disbarred or otherwise disciplined by the Florida Supreme Court during the course of this Agreement.

SECTION 4. PAYMENT FOR SERVICES AND BILLING.

In consideration of the promises and the faithful performance by COUNSEL of its obligations, the AUTHORITY agrees to pay COUNSEL a fee based on the hourly rates times the number of hours, with a not-to-exceed amount, attached hereto as Exhibit A, subject to any alternate billing methods set forth in the negotiated price sheet. COUNSEL agrees to only utilize the named in Exhibit A at the rates set forth therein. No other individuals may provide services under this Contract unless specifically authorized by the General Counsel in writing.

(a) The AUTHORITY will not provide a retainer and there will be no increase in the rates during the three year term of the agreement. The AUTHORITY, through its General Counsel, reserves the right to contest any charge or charges including a request for greater clarification and detail on any line item submitted for payment. The parties agree that the AUTHORITY reserves the sole right to determine if any discrepancies in billing practices or invoices are significant, If deemed significant, the AUTHORITY unilaterally reserves the right to terminate the Agreement pursuant to the termination provisions contained in this Agreement.

(b) Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to the AUTHORITY's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orange, Lake, Seminole, or Osceola Counties, pursuant to Section 112.061, Florida Statutes.

(2) COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and with the submittal of receipts in support of the expenses, and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits. COUNSEL will not be reimbursed for expenses such as telecopy, local or long-distance telephone, internal word processing, data processing, computer research, courier, scanning, copies, meals, or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

(3) Express approval by the AUTHORITY's Board is required before the retention of consultants equal to or in excess of $25,000. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than $25,000.

(c) COUNSEL will not bill the AUTHORITY for duplicate services, such as the attendance of more than one attorney to prepare for and attend attorney conferences,

meetings, depositions, hearings, mediations, and trial, unless approved by the General Counsel in advance. COUNSEL will not bill the AUTHORITY for secretarial or clerical work such as typing, filing, scheduling, and other such tasks.

(d) COUNSEL will not bill the AUTHORITY for travel time or mileage within Orange, Lake, Seminole, or Osceola County, or travel time to court appearances, mediations, hearings, or meetings.

SECTION 5. TIME OF ESSENCE. Time is of the essence concerning the performance of all terms and conditions of this Agreement.

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) Invoices should provide a concise summary of each entry which will sufficiently describe the particular entry. COUNSEL shall record and bill time in one-tenth of an hour increments (or *every* six minutes). The AUTHORITY shall reserve the right request additional documentation for any charge and the parties may agree to delete, strike or waive any disputed charges submitted. The AUTHORITY also reserves the right to request new invoicing be submitted, if necessary, at no additional charge.

(b) The AUTHORITY will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

(c) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of the AUTHORITY after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

SECTION 8. TERM. This Agreement shall become effective _____, 2015, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at the AUTHORITY's option. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by COUNSEL are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

SECTION 9. CONFLICT OF INTEREST. COUNSEL hereby certifies that no officer, agent or employee of the AUTHORITY has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of COUNSEL, and that no such person shall have any such interest at any time during the term of this Agreement.

(a) COUNSEL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COUNSEL to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for COUNSEL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 10.COUNSEL further represents that no person having any interest shall be employed for said performance. COUNSEL shall promptly notify the AUTHORITY of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence COUNSEL's judgment or quality of services being provided hereunder. COUNSEL shall also notify the AUTHORITY in writing, of any potential conflicts regarding the representation of the AUTHORITY and any other clients COUNSEL may represent. The disclosure and ability to waive or not waive any conflicts shall be at the sole discretion of the AUTHORITY and pursuant to any professional rules of conduct promulgated by either the Supreme Court or the Florida Bar governing potential or actual conflicts.

SECTION 11. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by the AUTHORITY except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of the AUTHORITY.

SECTION 12. AMENDMENT. No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Scope of Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

SECTION 13. LOSS OF ESSENTIAL LICENSE. The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more key personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give the AUTHORITY the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of the AUTHORITY whether the affected member of COUNSEL's law firm is considered key personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

SECTION 14. INDEPENDENT CONTRACTOR. COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among the AUTHORITY and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of the AUTHORITY for any purpose, or in any

manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of the AUTHORITY nor bind the AUTHORITY in any manner.

SECTION 15. INSOLVENCY. If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that the AUTHORITY may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

SECTION 16. INSURANCE. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars ($1,000,000) per occurrence.

(b) Workers' Compensation Coverage as required by Florida law.

COUNSEL shall provide the AUTHORITY with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

SECTION 17. INDEMNIFICATION. COUNSEL shall indemnify and hold harmless THE AUTHORITY, its officers, agents, and employees harmless from and against all claims, suits, actions, damages and/or cause of action which may arise from any negligent act or omission of COUNSEL, its agents, servants, or employees as a result of the performance of services under this Contract, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of the AUTHORITY as set forth in Section 768.28, Florida Statutes.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

SECTION 19. WAIVER. The failure of the AUTHORITY to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of the AUTHORITY's right to strictly enforce such terms and conditions thereafter.

SECTION 20. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return

receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the AUTHORITY:

Mr. Joseph Passiatore, General Counsel
Ms. Linda Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

_____
_____
_____
_____

SECTION 21. TERMINATION. The AUTHORITY may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

(a) immediately discontinue all services affected (unless the notice directs otherwise); and

(b) deliver to the AUTHORITY all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

SECTION 22. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT. COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 23. SEVERABILITY. Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

SECTION 24. ENTIRE AGREEMENT. It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

SECTION 25. PUBLIC ENTITY CRIMES. COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of the AUTHORITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 27. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on June 11, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

MATEER & HARBERT, P.A.

By: _____

Print Name: _____

_____
Title

ATTEST: _____(Seal)

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

Exhibit A

SCOPE OF SERVICES
RIGHT OF WAY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by the Authority. Services are non-exclusive and shall apply to those future right of way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the acquisition of four parcels along State Road 528 for, in part, All Aboard Florida's proposed intercity passenger rail. The parcels are described below.

Parcel No.	Owner	Preliminary Estimate of Area Needed	Draft Appraised Value (Restricted)
102	Bal Bay Realty LTD	17.63-Acres	$1,765,000
104	Mattamy (Jacksonville) Partnership	3.05-Gross Acres	$100,000
105	Carlsbad Orlando LLC	166.65-Acres	$12,500,000
108	B & M Investment LLC	111,078-Net Sq. Ft.	$360,000

Assuming the worst-case scenario (each case is tried) the services to be rendered may include:

- Assist with negotiations for the acquisition of real property, as requested
- Prepare and review proposed real estate contracts and agreements, as requested
- Order title reports and commitments, as needed, and issue title opinions for any parcels that are acquired through voluntary negotiations
- Review the project and plans and provide recommendations, advice, and direction for condemnation proceedings
- Review the Contract for Purchase of a Rail Easement and associated easement and provide input, recommendation, direction, and modifications or amendments, as needed
- Hire and retain consultants such as appraisers, land use experts, etc., with General Counsel approval (Note that Woody Hanson, MAI, and Hal Collins, AICP, have been retained by the Authority)
- Telephone or in person consultations with Authority staff Provide legal opinions, as needed, on issues or cases relevant to the acquisition of the property
- Initiate and represent the Authority in eminent domain proceedings for each of these parcels, as needed, including:
    - Pre-Order of Taking services
    - Post-Order of Taking services
    - Trial
- Provide estimated fees and costs for each case assigned to the law firm, upon request
- Provide no less than monthly reporting to the General Counsel on pending matters

- Transmit each parcel file to the Authority upon closure
- Such other matters as may arise as part of the acquisition of the S.R. 528 corridor or other matters (based upon the proposed hourly rates and subject to further negotiation)

PRICE PROPOSAL
RIGHT OF WAY COUNSEL SERVICES
CONTRACT NO. 001116

PRICE PROPOSAL OF

Mateer & Harbert, P.A.
(NAME)

225 E. Robinson Street, Suite 600, Orlando, FL 32801 (407) 425-9044
(ADDRESS) (TELEPHONE NUMBER)

Submitted **May 1, 2015**

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services and Contract included in the RFP package. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services. We will fully complete all necessary work in accordance with the Scope of Services, Contract and addenda, if any, and the requirements under them for the not-to-exceed amounts shown on the Price Proposal sheet.

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price Proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

CORPORATION: **Mateer & Harbert, P.A.**

_____, President
Principal (Proposer)

By: **David L. Evans**
President or Vice President

Attest: **Kurt E. Thalwitzer**
Secretary or Assistant Secretary
(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

_____
Principal (Proposer)

Signature:_____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

_____
Principal (Proposer)

_____
Signature: (1) Co-Partner or General Partner

_____
Signature: (2) Co-Partner or General Partner

Witness: (1)_____

Witness: (1)_____

Witness: (2)_____

Witness: (2)_____

(If Partnership, list names and addresses of each partner on separate sheet and attach.)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PRICE PROPOSAL
RIGHT-OF-WAY COUNSEL SERVICES - CONTRACT NO. 001116

ITEM NO.	PARCEL	NOT-TO-EXCEED AMOUNT
1	PARCEL 102 - BAL BAY REALTY, LTD	$ 250,000.00
2	PARCEL 104 - MATTAMY (JACKSONVILLE) PARTNERSHIP	$ 150,000.00
3	PARCEL 105 - CARLSBAD ORLANDO LLC	$ 150,000.00
4	PARCEL 108 - B&M INVESTMENT LLC	$ 380,500.00
	TOTAL PROPOSAL AMOUNT	$ 930,500.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PRICE PROPOSAL
RIGHT-OF-WAY COUNSEL SERVICES - CONTRACT NO. 001116

NAME	CLASSIFICATION	TASKS TO BE PERFORMED	HOURLY RATE
Jay W. Small	Principal attorney	See Exhibit "A" attached	$250.00
James R. Lussier	Partner	See Exhibit "A" attached	$250.00
Thomas R. Harbert	Partner	See Exhibit "A" attached	$250.00
Matthew J. Brown	Senior Associate	See Exhibit "A" attached	$200.00
Leslie A. Evans	Associate	See Exhibit "A" attached	$160.00
Melissa Cupps Battles	Senior Associate	See Exhibit "A" attached	$200.00
Shannon M. Marshall	Paralegal	See Exhibit "A" attached	$85.00
DeAnna Malinowski	Paralegal	See Exhibit "A" attached	$85.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PRICE PROPOSAL
RIGHT-OF-WAY COUNSEL SERVICES - CONTRACT NO. 001116

Exhibit "A"

NAME	TASKS TO BE PERFORMED
Jay W. Small	Pre-suit negotiations, depositions, expert witness management and coordination, attendance at meetings, mediation, hearings and trial.
James R. Lussier	Pre-suit negotiations, depositions, expert witness management and coordination, attendance at meetings, mediation, hearings and trial.
Thomas R. Harbert	Review of legal documents, contracts, title policies and opinions, drafting closing documents, attendance at required meetings.
Matthew J. Brown	Drafting of pleadings, discovery, factual investigation, depositions as assigned by litigation partners.
Leslie A. Evans	Drafting of pleadings, discovery, factual investigation, legal research.
Melissa Cupps Battles	Negotiating and drafting purchase and sale agreements and closing documents, due diligence, title review, environmental assessment review.
Shannon M. Marshall	Organize calendars, schedule meetings and telephone conferences, organize and manage files, draft pleadings and correspondence, prepare timelines, review title searches, draft title commitments and policies.
DeAnna Malinowski	Document management, discovery, indexing depositions, organizing case law and documents for hearings, mediation and trial.

Mateer Harbert

ATTORNEYS AT LAW

TECHNICAL PROPOSAL

(Original)

Proposal For:	RIGHT-OF-WAY COUNSEL SERVICES
Contract No.:	001116
Submitted To:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Submitted By:	MATEER & HARBERT, P.A.
	225 E. ROBINSON STREET, SUITE 600
	ORLANDO, FL 32801
	(407) 425-9044
	JAY W. SMALL
	JSMALL@MATEERHARBERT.COM
	MAY 1, 2015

Mateer Harbert

ATTORNEYS AT LAW

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9. Acknowledgment of Standard of Conduct and Code of Ethics
10. ~~Acknowledgment of Addendums~~

Tab 1

Mateer Harbert

ATTORNEYS AT LAW

ORLANDO • OCALA

JAY W. SMALL
E-MAIL ADDRESS
jsmall@mateerharbert.com

DIRECT LINE
(407) 377-6174

May 1, 2015

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Claude Miller, Director of Procurement

Re: Authority Contract No. 001116; Right of Way Counsel; Transmittal Letter

Dear Mr. Miller:

Thank you for your consideration of Mateer & Harbert, P.A.'s response to the Request for Proposals ("RFP") for right-of-way counsel services, Contract No. 001116. This Transmittal Letter includes the information required by Section 3.1 A. of the RFP. I am the partner who is responsible for this response. Please direct any questions, comments, or requests for additional information to me regarding this response. In addition, this letter has been signed by an officer of the firm authorized to commit the firm's resources to this representation as required by Section 3.1.A of the RFP.

Mateer Harbert has the continuity and expertise to provide the Central Florida Expressway Authority ("CFX") with right-of-way counsel services for the All Aboard Florida ("AAF") project. Since it was founded in 1960, Mateer Harbert has represented public and private clients in a wide variety of condemnation cases in Central Florida and throughout the state. Its lawyers have litigated and tried to jury verdict numerous cases for public and private clients for acquisitions involving right-of-way, rail corridors, airport expansion, the construction of public educational facilities, flood control, community redevelopment, county and municipal purposes, inverse condemnation cases involving physical and regulatory takings, and disputes under the Bert J. Harris, Jr., Private Property Rights Protection Act, Chapter 70, Fla. Stat. (2015).

The two litigation partners who will be responsible for managing the right-of-way counseling assignment under this contract cumulatively have over 50 years of experience practicing in the area of condemnation law. Each is a member of the eminent domain committee of the Florida Bar, and Mr. Small frequently writes and lectures about condemnation and property rights issues. Each has represented public and private clients in condemnation cases. Mateer Harbert has never focused its practice upon representing exclusively condemnors or condemnees. This affords CFX the unique benefit of retaining counsel who are capable of developing case management strategies and trial plans that anticipate the legal positions and tactics which may be taken by opposing counsel.

Although Mateer Harbert approaches each condemnation case it handles for a condemnor as if the case will involve a taking challenge or a jury trial, the firm is mindful that ultimately public dollars are being spent to acquire land and to pay for the fees and costs to acquire that land. Mateer Harbert understands that its role also includes being a proper steward of public dollars. Consequently, while Mateer Harbert's lawyers are prepared to try cases when needed, they also recognize the need to explore every opportunity to negotiate reasonable settlements for CFX so that its right-of-way acquisition dollars are spent on land, not attorneys' fees and costs.

As will be detailed further in the Technical Proposal section of this response, Mateer Harbert is aware of CFX's need to secure title to the land necessary for AAF as soon as possible. Based on the information attached in the RFP appendix, Mateer Harbert has developed a timeline and case management plan for obtaining title to the property. Mateer Harbert has already committed the manpower resources necessary to represent CFX in all transactional and litigation aspects of this project.

With its experience in this practice area and its scoping of this project, Mateer Harbert is prepared to represent CFX. Its lawyers have worked with the in-house counsel of its private institutional clients, and they have worked with the legal departments of similarly sized governmental entities. Its lawyers are familiar with how public entities operate and the need to comply with public meeting agenda deadlines and public records law. They are aware of the need to provide CFX's General Counsel, Right-of-Way Committee, and Board with detailed and timely information regarding the strengths and weaknesses of CFX's case and the owners' cases. Finally, Mateer Harbert is committed to providing the finest legal services, in a timely and responsive manner, at a reasonable cost.

Thank you for your consideration of this proposal.

Very truly yours,

Jay W. Small

By: _____
David L. Evans, President

JWS:smm

4832-8463-2611, v. 1

Tab 2

TECHNICAL PROPOSAL

I. Experience of the Firm - Section 3.1.B. of the RFP

Although the RFP does not request inclusion of business licenses in the Technical Proposal, Mateer Harbert affirmatively represents that it is authorized to do business in the State of Florida and meets the qualification requirements of Section 1.6. of the RFP.

Mateer Harbert is capable of assisting CFX in a wide range of areas. Since 1960, Mateer Harbert has been a full service law firm with a practice in administrative and governmental law, condemnation, corporate and business law, real estate and land development, construction litigation, and governmental relations. It can handle the matters in the Scope of Services attached as Exhibit "A" to the RFP.

The same skills and legal services Mateer Harbert provides to its private institutional clients will assist in the CFX representation. Some significant real estate transactions the firm has handled include the preparation of title work and the issuance of a loan title policy for a $218,000,000.00 bond closing in metropolitan Orlando. It has represented a seller in a $92,000,000.00 sale of a mixed use commercial, retail, and residential project in Orlando and a seller of medical office buildings in excess of $20,000,000.00.

The transactions described above are just a few examples of the types of transactions that have been handled by the real estate department of Mateer Harbert. The firm has more than 25 years of experience in drafting, negotiating, and finalizing documents to consummate complex commercial real estate transactions. The firm's duties in that regard have also included the oversight of due diligence, title review (including resolving complex title defects), comprehensive plan and zoning compliance, environmental assessment review, and other related matters.

Mateer Harbert's experience representing governmental transportation-related planning and other governmental agencies will assist in the CFX representation. Since 1977, Mateer Harbert has served as general counsel to Metroplan Orlando. In the past, Mateer Harbert has represented Orange County in its right-of-way acquisitions, for a period of time in excess of 5 years, and has represented the Florida Department of Transportation in limited access takings. It has also represented the Greater Orlando Aviation Authority in condemnations related to the construction of new runways and clear zone protection. Although not condemnation related, it also represents the Orange County Tax Collector and the Orange County Property Appraiser. By virtue of this public sector practice, the firm is familiar with public records request compliance and complying with the administrative policies of public entities.

Although it has not recently represented governmental entities that acquire right-of-way, the firm has extensive experience representing the School Board of Orange County and Orange County Public Schools ("OCPS") in condemnation cases since 2005. In 2013, OCPS issued a Request for Proposal for legal services. Although several other law firms competed for that work, Mr. Small was part of one of the highly ranked joint proposals awarded the legal services contract. When he left his prior firm, the legal services contract with OCPS was assigned to

Mateer Harbert by the District's General Counsel. Thus since 2005, the lawyers comprising Mateer Harbert's legal team have represented the District in complex condemnation cases totaling in excess of $50,000,000.00 in value.

The acquisition of real estate for educational purposes by OCPS is initiated by OCPS's Real Estate Manager and the Facilities Department. When negotiations are unsuccessful, OCPS and its legal counsel review the scope of the proposed public improvement project. Rarely does OCPS have construction plans available at this stage. In this preliminary phase, Mateer Harbert's responsibilities include recommending ways to minimize the impacts of the acquisition on the parcels that are needed. OCPS staff establishes a date by which it needs property to open a new school or renovate an existing campus.

Mateer Harbert then provides the Office of the General Counsel and senior OCPS staff with a detailed "worst case scenario" litigation budget which estimates the costs of land acquisition, including the value of the part taken and, when feasible, damages, along with soft costs such as owners' anticipated attorneys' fees and costs and OCPS's anticipated attorneys' fees and costs. The lawyers of Mateer Harbert have handled several OCPS condemnation cases which have involved multiple parcels with numerous parties represented by separate law firms. With this litigation background, Mateer Harbert has the experience to estimate effectively the litigation costs of high dollar amount condemnation cases. Mateer Harbert also regularly deals with accelerated condemnation schedules. This experience will assist CFX in this project.

Mateer Harbert retains the District's expert witnesses, provides them with legal instructions and direction, and manages the coordination and delivery of multiple appraisal and expert witness reports. Some of the District's acquisitions involved partial takings without construction plans. Mateer Harbert is experienced in dealing with projects, the engineering details of which are not final at the beginning.

Specific examples of cases demonstrating Mateer Harbert's expertise as condemnor's counsel follow:

1. **Gotha Middle School Expansion.** The District condemned three (3) acres of property from Joy and Michael McGinty, well known and sympathetic property owners who operated an aquatics and swim academy on Morton Jones Road. The property was surrounded on all sides by Gotha Middle School. The owners contested the taking and valuation of their property. The jury trial was extensively covered by WFTV TV. OCPS's trial position was $1,050,000.00, and the owners sought $2,500,000.00. OCPS successfully obtained a jury verdict of $1,150,000.00.

2. **Edgewater High School Expansion.** This involved the successful representation of the District in one of the most complex condemnation cases involving a single parcel of property in the history of Orange County, Florida. As a result of this representation, the District saved in excess of $10,000,000.00 in property acquisition costs and fees. OCPS was considering purchasing a shopping center north of the existing high school to expand the campus. While OCPS was identifying its property needs, the owners, Edgewater 3348, LLC, represented by GrayRobinson, P.A., purchased additional property, increasing the size of the parent tract and

making it more suitable for mixed used development. This litigation strategy by the owners and their counsel was designed to increase the District's land acquisition costs, and the owners made a pre-suit settlement demand of $35,000,000.00, exclusive of fees and costs. Before receiving this settlement proposal, the office of the General Counsel, the Superintendent, and senior OCPS staff were provided with a detailed analysis estimating that the owners would seek compensation of between $30,000,000.00 and $33,000,000.00. Despite the owner's efforts to increase the District's land acquisition costs, the litigation strategy and valuation theory pursued by counsel successfully resulted in a favorable settlement for the District. Notwithstanding the owner's position and their efforts to increase the cost of the acquisition, the District retained marketing experts to forecast the demand for future mixed use development and likely absorption time. The District was then able to argue that, despite the property's land use, the period of time it would take to develop the property was so long that it did not support the owner's theory of valuation. The owner's theory was anticipated and countered even before the owner made its initial demand. The ability to anticipate the owner side's argument will assist CFX. The owners settled the case for $27,860,000.00, only $932,635.00 higher than the initial offer. The matter also involved a challenge to the taking and an inverse condemnation counterclaim. The District ultimately obtained a final judgment on its appraised value and defeated the inverse taking claim.

3. **Evans High School Expansion.** This condemnation involved the assemblage of multiple parcels of property from separate owners along the north side of Silver Star Road for the Evans High School expansion. The attorneys coordinated and reviewed numerous appraisal reports, land planning reports, contractor reports, billboard appraisals, and cell tower appraisals. Regarding the cell-tower appraisals, despite the fact that co-locator value data from cell tower owners was virtually impossible to obtain, a valuation analysis was developed which accurately reflected the value of the cell tower. This assisted OCPS staff in reconfiguring its design to avoid condemning the cell tower, thereby saving the District approximately $1,250,000.00 to $1,500,000.00 in property acquisition costs. In addition, because of the discovery of subsurface groundwater on approximately eight (8) acres of property originally sought for the project, the District abandoned the original proposed taking and redesigned the project. Notwithstanding these changes, title to all properties was acquired eight (8) months in advance of the date by which OCPS needed to begin construction on the property. During the litigation, Orange County indicated its interest in acquiring land for the future widening of Pine Hills Road. An inter-local agreement was negotiated with Orange County, Florida, which allowed OCPS to obtain reimbursement of a portion of its land acquisition costs from the County when the County widened Pine Hills Road. This also decreased the District's land acquisition costs by $250,000.00. The total condemnation project, which involved multiple parties and parcels and a change in the project scope, was brought in under the litigation budget of $13,365,000.00 and ahead of schedule. The ability to move quickly, shift direction rapidly, and provide cost effective service will also assist CFX.

4. **Wekiva High School.** This representation involved a joint condemnation of property by the District and the Orlando/Orange County Expressway Authority. The District condemned property needed for a new high school to relieve overcrowded conditions at Apopka High School. This condemnation occurred while OOCEA was acquiring title to property for the Maitland Extension. The District was assisted in coordinating the timing of its project with

OOCEA, and the representation assured that the OOCEA project would not adversely impact the school site.

5. **Horizon's West High School.** This matter involved the condemnation of 38.24 acres of property as part of an assemblage of property acquired by the District in 2004. The owner expressed an interest in retaining about 10 acres of property, and an agreement was negotiated under which the owner waived any severance damage claims, fees and costs, and accepted $1,372,800.00 less than the District's appraised value of $5,740,000.00.

6. **Florida Department of Transportation — Hungerford Elementary Acquisition.** This involved the representation of the Board and OCPS when the Florida Department of Transportation acquired a portion of the Hungerford Elementary School site while OCPS was in sensitive negotiations with the City of Eatonville to sell the site to the City. The Department's acquisition was for a retention pond in the uplands portion of the property. The pond location caused significant severance damages to the remainder because its location would have interfered with the future development of the property and would have adversely affected its value, thereby impacting OCPS's negotiations with the City. Mateer Harbert negotiated a joint pond utilization and modification agreement with the Department. That agreement allowed the reconfiguration or joint use of the pond when the property was ultimately developed, thereby mitigating severance damages. That joint use pond agreement has become a template used by District V for other acquisitions. The Department still paid the Board $6,442,900.00 for the property, $640,000.00 higher than the Department's initial appraisal. Mateer Harbert has the ability to negotiate complex development agreements in connection with condemnations which will assist CFX in this case.

Per Section 3.1.B.2. of the RFP, the following list specifically identifies eminent domain matters handled by Mateer Harbert for other governmental agencies within the last 3 years:

1. **Dr. Phillips Relief; 80-H-SW-4.** Mateer Harbert developed a detailed cost estimate which included land and improvement costs, severance damages, owners' expert fees and attorneys' fees, and the District's estimated expert fees, costs, and attorneys' fees for several different land acquisition options to build a new high school in the Dr. Phillips area. Depending on the option, the cost estimate could be well in excess of $20,000,000.00. The acquisition will require the reengineering of a large 400 plus acre residential P.D. in the Dr. Phillips area located on the east and west side of Apopka-Vineland Road. The property owner had previously conveyed land for a middle school site to the District as part of a Capacity Enhancement Agreement. This land is located along the property's Apopka-Vineland Road frontage. In connection with pre-suit negotiations, OCPS staff and Mateer Harbert presented the owner with a proposal which involved the District returning the middle school site to the owner in exchange for dedicating other land in the P.D. to the District. The land to be conveyed by the owner will be adjacent to other property the District will purchase. These parcels will then be contiguous to one another and will allow for the joint use of some facilities for the middle school and high school. The pre-suit settlement will not require the District to buy new land from the developer, will afford the owner greater frontage along Apopka-Vineland Road, and will locate all educational facilities in an area of the development removed from the residences. The approach

pursued by Mateer Harbert avoids the need to file suit, benefits the private property owner, preserves the owner's development, and decreases litigation costs.

2. **Ocoee Elementary School Expansion; School No. 200-E-N-7.** Mateer Harbert represented the District in a condemnation case with Tom West, Inc. The District condemned about 6.5 acres to permit the expansion of Ocoee Elementary School. The Board's initial written offer was in the amount of $710,000.00, although its trial position was $599,875.00. The owner sought $1,116,500.00, exclusive of fees and costs. Issues were raised concerning land use, the reasonable probability that the owner can obtain a land use change, the market demand for various uses of property, and the highest and best use of the property before the taking and after the taking. The District's exposure for compensation and fees and costs was in excess of $1,275,000.00. The case was settled for a lump sum payment to the owner of $975,000.00, including fees and costs.

3. **K-8; School No. 131-K-SW-5; Parramore Area.** As part of another pre-suit acquisition, Mateer Harbert provided legal support to OCPS's Real Estate Department for the acquisition of multiple parcels of property for a new K-8 school located next to the new Creative Arts Village. This acquisition was complicated by the fact that the school's timely opening was a high priority to the Board, the District's public and private partners, and the District's staff. Mateer Harbert was responsible for coordinating the delivery of and reviewing appraisal reports valuing over 20 separate ownership interests. The District successfully negotiated the purchase of all parcels, avoided condemnation, and did so without any delay to the construction start date.

4. **Akira Wood, Inc., etc. v. Environmental Consulting & Technology, Inc.; Case No.: CA 2012-710; Eighteenth Judicial Circuit.** Within in the past month, Mateer Harbert was retained to represent the State of Florida, Department of Environmental Protection ("DEP"), a named defendant in a multi-count complaint alleging various legal theories including strict liability, promissory estoppel, and inverse condemnation, including physical and regulatory takings. The plaintiffs are seeking compensation for damages to their large commercial and industrial buildings allegedly caused by sheet pile driving on the property. The sheet pile driving was performed as part of the remediation of on-site contaminants like coal-tar, petroleum, and other pollutants. The plaintiffs have presented a novel legal theory. They contend that DEP's mere approval of a remediation plan, which is required by statute and regulation, can subject it to liability under an inverse condemnation theory even if DEP does not supervise, manage, or direct the remediation plan. DEP reviews remediation plans for regulatory compliance and technical sufficiency, and it relies on the expertise of private remediation contractors in developing and executing the plan. It assumes no responsibility for directing or managing the remediation. This case presents important legal questions because it would make DEP the guarantor against damages for the actions of private entities over which DEP exercises no control merely because DEP is statutorily and by regulation required to approve a remediation plan. Under the plaintiff's theory, if the remediation plan was technically sufficient, DEP would be liable for damages if the remediation contractor negligently implemented the plan. Mateer Harbert filed a motion to dismiss the complaint and will begin the discovery phase of the representation.

Since Mateer Harbert does not confine its condemnation practice to public sector clients, it views any potential case for public clients by taking into account the perspective of the

property owner and private owners' legal counsel. Representing the District from this perspective has assisted the District in anticipating the owner's theory of the case. In the Dr. Phillips case, Mateer Harbert's ability to view a case from the perspective of an owner has proven invaluable in developing a case management plan which avoids litigation and decreases acquisition costs. Mateer Harbert believes this sort of case managing would assist CFX in this project.

Mateer Harbert has represented property owners in a wide variety of condemnation cases, including an owner whose property was bisected by a nearly one mile long corridor of a railroad right-of-way that serves the Curtis Stanton Power Plant. The case was tried to a jury on the issues of the value of the land taken and severance damages. The jury returned a verdict which adopted Mateer Harbert's theory of severance damages. The firm also represented at trial a property owner whose property was severely impacted by the Osceola Parkway and obtained a multi-million dollar verdict. In addition to right-of-way takings, the lawyers comprising the Mateer Harbert team have represented owners in valuation trials in regulatory takings cases and under the Bert J. Harris Property Protection Act. The firm represented an owner in a case involving the taking of several hundred acres of property in Escambia County acquired for the treatment of tertiary treated effluent. Collectively, the lawyers comprising the Mateer Harbert team have tried to jury verdicts over two dozen condemnation cases for private and public clients.

Notable results obtained by the lawyers of Mateer Harbert are not limited to merely monetary benefits. To represent private owners effectively in condemnation cases, particularly involving right-of-way takings, Mateer Harbert's lawyers need to have the competence to review construction plans and transportation planning reports and negotiate with the condemning authority to change plans. For many private clients, having their property impacted as little as possible is even more important than having a large monetary settlement or final judgment.

Significant non-monetary benefits have been obtained by Mateer Harbert. Obtaining non-monetary benefits requires focusing on a private client's objectives while assisting the governmental sector in achieving its objectives. The firm represented WESH-TV2 in pre-suit negotiations to convey land for the I-4 Ultimate project to the Florida Department of Transportation. This representation resulted in the preservation of WESH-TV2's helicopter landing pad. The firm also negotiated a pre-suit settlement on behalf of South Seminole Hospital for the S.R. 434 widening project. Its representation resulted in the Department redesigning an intersection in front of the property and adding additional turn lanes not originally included in the Department's design.

Another representation resulting in a significant non-monetary benefit involved the representation of Clear Channel Outdoor, Inc., during the I-4 widening project. The Department intended to acquire several billboards in Clear Channel's portfolio of outdoor advertising structures. An innovative approach was developed to create a pilot relocation program that allowed for the relocation of these structures instead of their outright acquisition. This program allowed Clear Channel to relocate sign structures and be paid for the costs of moving the structures and compensated for their decreased value because of impaired visibility. The program involved coordination with the state, District V, the Department Central Office, and the

City of Orlando. The Department initially estimated that the value of the structures was $3,351,000.00, and Clear Channel estimated their value at $6,629,635.00. The pre-suit settlement, which included fees and costs, permitted the relocation of the billboards and decreased the Department's costs by $3,278,635.00.

In connection with the Department's I-75 widening project, the firm represented Mr. Rickie Fincher, the owner of approximately 100 acres of property on the east side of I-95, west of Dade City in Pasco County. The property had tremendous topography and extensive lake frontage. The parent tract had a future land use designation of EC, Economic Center, a mixed use land use category permitting residential, professional/office, and light industrial uses designed to encourage high density development at interchanges. Because of market conditions, the highest and best use of the property was for long term holding and investment pending future demand. The property owner lived on the property and maintained it as an equine estate, improved with a high end custom home, riding trails, and stables. This represented an interim use until the property was ripe for development. Of the 100 acres, about 60 acres was jurisdictional wetlands along the perimeter of the property leaving 40 acres of uplands in the middle.

The Department's plan to construct a 20 acre retention pond and compensating storage area in the middle of the uplands portion of the property would have seriously damaged the remainder's short-term and long-term development potential. Based on this proposed pond location, the Department's initial offer was $556,000.00. Mateer Harbert resolved the case by identifying alternative locations for two new ponds on the property in lieu of the Department's original location. This case required coordination of revised construction plans developed by the civil engineer retained by Mateer Harbert and an understanding of pond siting design criteria and pond sizing calculations. Mateer Harbert needed to understand how the location of the 100-year flood plain elevation and the functional classification of wetlands on the property affected the alternative pond locations. The firm also prepared a detailed analysis demonstrating to the Department that its original design would result in the owner's trial position exceeding $1,300,000.00. Although constructing two smaller ponds had somewhat higher construction costs for the Department, these additional costs were more than offset by the greater land acquisition costs which would have been spent based on the original design. The revised pond design is currently being constructed by the Department. The redesign suggested and coordinated by Mateer Harbert saved the Department money, allowed the project to proceed without delay, and preserved the owner's property.

In 2014, Mateer Harbert was retained by Meritage Homes of Florida, Inc., ("Meritage") and KB Home of Florida, LLC, ("KB Home") to represent them concerning the proposed extension of Osceola Parkway by the Osceola County Expressway Authority ("OCX"). Meritage was the owner and developer of two subdivisions, Fells Landing on Narcoossee Road and Lake Preserve on Ward Road. Fells Landing was substantially developed at the time of the representation. Meritage had obtained PSP approval of Lake Preserve and was constructing model homes and marketing the property at the time of the representation.

OCX was, and still is, in the PD & E study phase to consider several alignments for the extension of the Osceola Parkway, a component of which is a proposed western connector from

Osceola Parkway to S.R. 417. One proposed alignment along the existing Ward Road alignment would have bisected the Lake Preserve development. Lake Preserve, when completely platted, would have had 309 lots. The Ward Road alignment would have eliminated approximately 40 lots and left 269 non-contiguous landlocked lots in a subdivision bisected by a high speed elevated limited access roadway. KB Home had a property under contract just south of the Lake Preserve development. The proposed Ward Road alignment would have resulted in the loss of 24 lots and damages to 32 remaining lots. The drainage systems and internal roadways for both developments also would have had to been redesigned and reengineered.

Mateer Harbert extensively researched public records of OCX, the Orlando-Orange County Expressway Authority, the City of Orlando, Orange County, and the Greater Orlando Aviation Authority to develop a comprehensive project history. Mateer Harbert then developed a matrix for OCX's consulting engineer to consider concerning the project's costs, its consistency with local comprehensive land use plans, and the environmental impacts of the Ward Road alignment. The matrix demonstrated that the environmental impacts of the Ward Road alignment were greater than the impacts of the Boggy Creek alignment. A consulting engineer retained by the owners then proposed a different concept for the Western Connector adjacent to Boggy Creek Road.

The public records indicated that OCX did not include in its project cost estimates anything other than the right-of-way costs of properties directly impacted by the alignments. Acquisition cost factors (legal fees, etc.), severance damages, and business damages were not included. OCX estimated that its land acquisition costs for the Ward Road alignment of the Western Connector were about $67,000.000.00. Mateer Harbert prepared an estimate considering the value of the lots lost, damages, and the acquisition costs that OCX would have to pay for its attorneys and experts and the owners' attorneys and experts. This estimate exceeded $221,000,000.00. Relying on this information, OCX has recently re-estimated the land acquisition costs for the Ward Road alignment and found them to be in excess of $230,000,000.00. Its Board and consultants have now indicated their preference for the Boggy Creek Road alignment. This representation required the firm to develop a solution which considered the concerns of its clients, major land-owning stakeholders along Boggy Creek Road, and OCX.

These examples demonstrate Mateer Harbert's desire to structure innovative ways to complete the project efficiently and in a financially responsible manner and its understanding of the governmental sector's planning of large scale public projects will assist CFX.

Per Section 3.1.B.3 of the RFP, there are no disciplinary, administrative, or malpractice claims or proceedings involving any of the lawyers or professional staff who will provide services to CFX under this proposal.

II. Experience of the Attorneys Assigned and Availability - Section 3.1.C. of the RFP

This section of the Technical Proposal provides information concerning the key personnel in Mateer Harbert who will be responsible for the representation of CFX. Included with this Technical Proposal are resumes of the key personnel at Tab 3. Mateer Harbert

proposes to manage the representation of CFX with two partners in its Condemnation and Property Rights Practice Group and one partner in its Real Estate Practice Group. The key personnel in the Mateer Harbert team are identified below.

This section of the Technical Proposal outlines (1) the proposed function of the individuals involved in the representation, (2) their accessibility and availability during the course of the representation, and (3) their office location. This section contains information for both lawyers and paralegals.

Mateer Harbert will appropriately staff the case to avoid unnecessary duplication of attorney time. To achieve that goal, specific areas of responsibility have been identified for each member of the team. Each team member is located in the Orlando office. Each will be available and accessible to CFX during the course of the representation. All live locally and are available to work for CFX outside normal business hours. Each lawyer will provide the General Counsel, Deputy General Counsel, and senior CFX staff with personal cell phone numbers to be available on a round-the-clock basis. Each is committed to effective and aggressive representation of CFX.

Lawyers

Jay W. Small

Function. Jay W. Small, who has practiced primarily in the area of condemnation and property rights since being admitted to the bar in 1986, will be primarily responsible for this response. He has tried, to jury verdict, condemnation cases for condemning authorities and private property owners throughout the State of Florida, and he has argued, as chief appellate lawyer, cases before the Fifth and First District Courts of Appeal.

He also has significant experience dealing with real estate appraisals. He was appointed by Governor Jeb Bush to serve as a consumer member on the Florida Real Estate Appraisal Board and served as the Board's Vice-Chairman and Chairman. While serving as Chair, the Board completed a substantial rewrite of its administrative regulations. He is a frequent instructor for the Appraisal Institute. Last year was the primary instructor and course material author for an Appraisal Institute course dealing with the condemnation valuation of property and the reasonably probability of a comprehensive land use amendment.

He currently serves as the Chairman of the Orange County Bar Association's Real Property Committee, and in May he will be the instructor and instructional materials author for a major Orange County Bar Association CLE course dealing with development exactions and unlawful land use conditions.

He will act as the partner-in-charge during the term of this contract. He will assume responsibility for assuring all invoicing of legal services is in accordance with the contract and CFX policies and procedures and will have authority to address any questions or concerns which may arise with respect to billing. He will be the primary point of contact between CFX, the expert witnesses, and the Right of Way Committee and CFX Board. He will coordinate the case

management plans for acquisition. He will act as lead trial counsel and coordinate assigning all legal work to Mateer Harbert's lawyers.

James R. Lussier

Function. With almost thirty years' experience in eminent domain matters, James R. Lussier will provide senior case management assistance to Mr. Small in all aspects of the anticipated legal services. Mr. Lussier will work on all aspects of the assigned cases from the beginning of this representation through trial and appeal, if any. To the extent the workload will be divided between Mr. Small and Mr. Lussier, it will be continuously coordinated so that consistent methodologies and case prosecution result.

Matthew J. Brown

Function. Matthew J. Brown's background and experience is in litigation, real estate, and development, with over forty past trials, most of which were before juries. He will be the senior litigation associate providing litigation support under this contract.

Mr. Brown will be responsible for producing drafts of complaints, legal memoranda, and other pleadings, as well as resolutions. He will also be responsible for researching legal issues when necessary. Mr. Brown will be directly involved in fact investigation and discovery matters, including review of public records, site visits, and evaluations, and both propounding and responding to written discovery requests. As directed he will be responsible for select court hearings, depositions, and obtaining witness statements, and he will coordinate work product of experts. Mr. Brown may assist at trial or evidentiary hearings.

Leslie A. Evans

Function. Leslie A. Evans is a junior associate who will assist with the litigation aspects of this contract. She will be responsible for conducting legal research, preparing legal memoranda, and drafting pleadings, along with any other assignments delegated to her by Messrs. Small and Lussier. She will participate in fact investigations and discovery matters as directed.

Thomas R. Harbert

Function. Thomas R. Harbert is the managing partner in charge of the firm's Real Estate Practice Group. He will be responsible for managing and supervising all aspects of the transactional portion of this representation, as well as personally handling specific acquisitions at the request of the client.

Mr. Harbert has over 25 years of experience practicing real estate law, both in Florida and Georgia. His practice specializes in negotiating and closing large commercial real estate transactions of both vacant and developed property. He also represents lenders in complex commercial real estate lending transactions. Mr. Harbert has extensive experience resolving title and survey matters and has relationships with several large title insurance underwriters in the

Central Florida area. He has also negotiated and drafted closing documents related to the pre-condemnation acquisition of private property by public entities.

Melissa Cupps Battles

Function. Melissa Cupps Battles is an associate in the firm's real estate practice group. She will provide counsel on all aspects of the transactional portion of this representation, as well as handle specific acquisitions at the request of the client. Ms. Battles has eight years of experience practicing in the area of commercial real estate. She counsels clients on a wide range of complex real estate matters, including all aspects of the acquisition, disposition, development, leasing, and operation of commercial properties. Her duties will include negotiating and drafting purchase and sale agreements and closing documents, as well as due diligence, title review, and may include environmental assessment review.

Paralegals

Shannon Marshall

Function. Ms. Marshall will be working closely with the attorneys and assisting them in the representation of CFX in the condemnation process, both prior to initiation of condemnation proceedings and during those proceedings. She will manage the attorneys' calendars and schedule meetings, telephone conferences, site visits, and deadlines. She will organize and manage the files both electronically and through hard copy filing and will assist in the drafting of pleadings, correspondence, and any other requested documents.

She is also experienced in handling commercial and residential real estate transactions and condemnation cases and will assist with review of contracts, prepare timelines, review title searches and surveys, assist attorneys to clear title and survey objections, draft title commitments and policies, and draft real estate closing documents.

DeAnna Malinowski

Function. Ms. Malinowski's background and experience is in litigation, including complex construction, foreclosures, condemnation, administrative, real estate, civil rights, and malpractice cases. She has managed documents for numerous state and federal court trials. She will provide legal support to all attorneys under this contract. Primarily, Ms. Malinowski will be responsible for document management, discovery, and organization such as indexing depositions and organizing case law and documents for hearings, mediation, and trial as necessary and directed by the attorneys under this contract.

Per Section 3.C.2 of the RFP, required client references are included in this proposal at Tab 4.

III. Approach to Assignment. - Section 3.1.D of the RFP

This section of Mateer Harbert's response describes its approach to quality control and effective and efficient client servicing, along with the availability of the attorneys to attend group work sessions, scheduled meetings, and impromptu discussions. It also provides a preliminary case management plan for the representation and, to the extent possible given the information provided in the RFP, a plan for each parcel through closure.

The experience of the partners managing this representation is the chief determinant of quality legal representation. Quality control also requires that the client be fully informed about the management and progress of its case. In recognition of this, the firm culture of Mateer Harbert includes the commitment by its lawyers to be client focused and results driven. That commitment contemplates that CFX's staff, consultants, and General and Deputy General Counsel will be integral members of the case team. It is, and always has been, the firm's practice to assure that its clients are fully informed about the status of their case and copied on all substantive correspondence. Discussed below is the firm's plan to schedule regular status conferences, at least through the earliest stages of the representation. This will afford CFX an opportunity to monitor the progress of the representation.

Furthermore, Mateer Harbert will provide no less than quarterly written status reports to the General Counsel and Deputy General Counsel discussing significant legal and valuation issues, the progress of the case in terms of pre-suit actions, court filings, and hearings, and a description of future actions required to be undertaken as part of the representation. In addition, Mateer Harbert recommends that either the General Counsel or Deputy General Counsel appear as co-counsel in any condemnation case the firm files. Finally, if requested by CFX and if feasible depending on systems compatibility, Mateer Harbert can provide the General Counsel and Deputy General Counsel with a secure, encrypted access link to the firm's Intranet system so that CFX has round-the-clock access to the firm's electronic files pertaining to the representation.

Mateer Harbert is also committed to delivering efficient and cost effective legal services to CFX. The firm is committed to containing litigation costs. Mateer Harbert's practice has been, and will continue to be, to staff cases appropriately. Without prior CFX approval, the firm will not bill CFX for more than one attorney to prepare for and attend depositions. It will not bill CFX for multiple attorneys to attend hearings or mediation. It will not bill for joint attorney conferences or meetings. Mateer Harbert is prepared to continue these practices as part of its agreement with CFX. These are not insubstantial concerns. Recent Florida appellate court decisions have raised justifiable concerns about the attorney's fees incurred by condemnors because these can have a direct relationship on the attorney's fees incurred by condemnees. Ultimately, all of these fees are borne by the public, and Mateer Harbert remains cognizant that CFX is a steward of public funds.

Mateer Harbert is aware that CFX has already retained expert witnesses and charged them with the responsibility of producing appraisal reports. Without knowing the scope of their assignments or the data upon which their reports are prepared, no opinion can be offered about their legal sufficiency or persuasiveness to a jury. Absent an early pre-suit settlement, these

reports will need to be updated before suit is filed. Given CFX's need to complete this project in a timely manner and therefore the need to assure sufficient reports, it is Mateer Harbert's plan to schedule regular meetings or conference calls, no less than on a bi-weekly basis, to assure that all updated appraisal reports and expert witness reports are coordinated and delivered in a timely manner. It is anticipated that participants in those regular meetings or conference calls will include counsel, a representative of the Office of General Counsel, the expert witnesses, Ms. Deborah D. Keeter, Mr. William K. Hurt, Jr., and CFX's engineering consultants.

The availability of the lawyers to attend group meetings is largely covered in the response to Section 3.1.C.1. of the RFP. Mateer Harbert is confident that it has dedicated the man-power resources to this potential representation to guarantee the availability of one of the senior attorneys from the list above who is knowledgeable about the case. It would be our expectation, however, that Messrs. Small or Lussier will be primarily responsible for attending any meetings described in section 3.1.D. of the RFP.

Per Section 3.1.D of the RFP, the case management plan is included in this proposal at Tab 5.

4847-8108-1635, v. 1

Tab 3

RESUMÉ

JAY W. SMALL

225 E. Robinson Street, Suite 600
Orlando, Florida 32801
(407) 425-9044
E-mail: jsmall@mateerharbert.com

EMPLOYMENT

Mateer Harbert (2013-present)
Partner
Practice in eminent domain, administrative, and land use law.

Wilson, Garber & Small, P.A. (2002-2013)
Partner
Practice in eminent domain and administrative law.

Wilson, Leavitt & Small, P.A. (1993-2002)
Partner
Practice in eminent domain and administrative law.

Brigham, Moore, Gaylord, Wilson, Ulmer, Schuster & Sachs, P.A. (1990-1993)
Litigation Associate
Practice in eminent domain.

Foley & Lardner, van den Berg, Gay, Burke, Wilson & Arkin (1986-1990)
Litigation Associate
Practice in eminent domain; commercial foreclosure; and general commercial litigation.

Foley & Lardner, van den Berg, Gay, Burke, Wilson & Arkin (1985)
Law Clerk
Responsibilities included drafting research memoranda, filing court pleadings and general file investigation. Assignments involved litigation, real estate and corporate law.

John A. Barley & Associates, Tallahassee (1984)
Law Clerk
Responsibilities included legal research, drafting and filing pleadings and appellate briefs and general file investigation.

EDUCATION

J.D. (1985) **University of Florida** (Gainesville, FL) *(with Honors)*
B.A. (1982) **University of Florida** (Gainesville, FL) English, 3.74 GPA

PROFESSIONAL

Public Clients

School Board of Orange County and Orange County Public Schools regarding acquisition of approximately $50,000,000.00 worth of property for expansion of school facilities including Apopka Relief High School, Edgewater High School, Evans High School, Gotha Middle School, Walker Middle School, Ocoee Elementary School.

Greater Orlando Aviation Authority acquisition of property for expansion, additional runways and clear-zone protection.

St. Johns River Water Management District acquisition of property for upper St. Johns River Water Management District.

City of Ocoee, City of Orlando, City of Deltona, City of Port Orange regarding expansion of municipal facilities, community redevelopment, and inverse condemnation claims.

Private Clients

Twenty-five (25) years of experience representing property owners and condemning authorities in condemnation cases throughout the state of Florida. Trial and appellate court experience representing private developers, landfill owners and operators, national convenience store owners, retail establishments and single family residential homeowners, outdoor advertising companies and cellular communication tower owners.

BAR ADMISSIONS, ASSOCIATIONS AND RECOGNITIONS

Florida Bar Member (1986)
- Eminent Domain Committee (1989-present)
- Environmental and Land Use Committee

U.S. District Court, Middle District of Florida (1988)
United States Circuit Court of Appeals, Eleventh Circuit (2000)
Member Orange County Bar Association
- Chairman, Real Property Committee

American Bar Association
- Litigation Section

AV rated by Martindale-Hubbell
Association of Eminent Domain Professionals
Best Lawyer's in America since 2007
Orlando's Best Lawyers since 2007
Foundation for Seminole County Public Schools (2013-present)
Florida Real Estate Appraisal Board (2003-2008)
- Vice-Chairman (2004-2005)
- Chairman (2006-2007)

PUBLICATIONS AND PRESENTATIONS

Author, "*Eminent Domain Case Law Update*," Association of Eminent Domain Professionals, Winter 2013.

Author, "*Severance Damages*," ALI-ABA CLE course, Fall 2013,

Author, *"Valuation of Property During Abnormal Market Conditions,"* East Florida Chapter of the Appraisal Institute, July 2011.

Lecturer, Appraiser as an Expert Witness, The Appraisal Institute, June 2011.

Author and Speaker, *"The Role of Uniform Standards of Professional Appraisal Practice ("USPAP") in Litigation,* The Appraisal of Real Estate Seminar, May 10-11, CLE- International 2004.

Speaker, Current Issues Regarding Chapter 457, Part II, Fla. Stat. 6131 Florida Administrative Code and Condemnation Appraisals, ALI-ABA CLE course, Spring 2004.

Co-Author, *"Community Redevelopment Projects - Recent Case Law & Practical Guide"*, Eminent Domain Seminar, ALI-ABA, January 2002.

Speaker, Ethics in Appraising, Association of Eminent Domain Professionals, June 22, 2001.
Speaker, Orange County Bar Association and Central Florida Association of Environmental Professionals, March 15, 2001.

Author, *"Florida Condemnation Valuation and Appraiser Liability"*, Seminar for East Florida Chapter of the Appraisal Institute, April 1997; Seminar for Appraisal Institute, August 1997; Seminar for National Business Institute, October 1997.

Instructor, Florida Eminent Domain Valuation and Appraiser Liability, The Appraisal Institute, May 19, 1997.

Author, *"Special Benefits and Project Enhancement"*, Seminar for Association of Eminent Domain Professionals, March, 1995.

COLLEGE HONORS AND ACTIVITIES

Law
Moot Court - Best Brief Award for Outstanding Written Argument, Fall, 1983
Intramural Cup Competition
Vice-chairman for Moot Court Board Administration, Spring Semester 1985
Semi-finalist ABA Law Student Division National Appellate Advocacy
Championship, Washington D.C., August, 1985

Dean's List, four semesters
Honors in Appellate Advocacy, Spring Semester 1983

Pre-Law
Dean's List 9 terms, President's List 2 terms
Phi Eta Sigma and Sigma Tau Sigma honor societies
English department representative on college student council
Director of College of Liberal Arts and Sciences composition tutor service

RESUMÉ

JAMES R. LUSSIER

225 E. Robinson Street, Suite 600
Orlando, Florida 32801
(407) 425-9044
E-mail: jlussier@mateerharbert.com

EMPLOYMENT

Mateer Harbert (1985 - present)
Partner
Practice in eminent domain, intellectual property, real estate, land use law, civil litigation, arbitration.

Administrative Office of the U.S. Courts
Judicial Law Clerk (1983-1985)
Honorable John A. Reed, Jr., U.S. District Court Judge (deceased)

United States Navy
(1974-1980 active duty; 1980 – 1983 reservist)
Lieutenant Commander
Naval Aviator (SH-3 Aircraft Commander)
U.S. Naval Officer Programs Recruiter

EDUCATION

J.D. (1982) **University of Florida** (Gainesville, FL)
B.A. (1974) **University of Notre Dame** (South Bend, In.)

PROFESSIONAL

Jim Lussier's initiation to the legal profession as a judicial law clerk at the U.S. District Court exposed him to numerous areas of practice, many of which he has been able to pursue over his thirty year career. Eminent domain work has made up a significant portion of his practice. He has represented dozens of land owners and worked on hundreds of parcels. His civil practice otherwise includes a wide variety of litigation and transactional matters. He has tried over a dozen cases to juries, and numerous more before judges and arbitrators. His cases have ranged from large, multi-party construction disputes to inverse condemnation and direct condemnation matters. He regularly handles intellectual property litigation and administration in the areas of trade secrets, copyright and trademarks. He has been involved in a wide variety of commercial matters, including contracts, real estate, and other business disputes. His office practice includes residential and commercial real estate contracts and closings, corporate formation and other business matters. He regularly serves as an arbitrator for the American Arbitration Association.

BAR ADMISSIONS, ASSOCIATIONS AND RECOGNITIONS

Florida Bar Member (1983)
    Eminent Domain Committee (1990-present)
U.S. District Court, Middle District of Florida (1985)
United States Circuit Court of Appeals, Eleventh Circuit (2004)
Orange County Bar Association (1985)
    Young Lawyers Section (Chair, 1987)
American Bar Association
    Intellectual Property Section
Arbitrator, American Arbitration Association (Construction and Commercial)
AV rated by Martindale-Hubbell
Commercial Pilot (fixed wing and helicopter)
City of Orlando
    Board of Zoning Adjustment, Chair
    Public Arts Advisory Board, Co-Chair
Downtown Orlando Partnership (President, 1997)
Downtown Arts District, Inc. (President, 2004)
Central Florida Theatre Alliance (Director)
Orlando Visual Artists' League, Inc. (President 2004-6).

PRESENTATIONS

Mr. Lussier regularly makes presentations to business and civic groups on legal topics, including:

Trademark and Copyright Issues and Protections.
Cybersecurity liability and Protections
Electronic Discovery

Groups addressed include:

Florida Writer's Association Convention
SNAP! Photographer's Forum
Florida Institute of CPAs (Orlando and State meetings)
International Christian Film Festival

4812-1855-1075, v. 1

RESUMÉ

MATTHEW J. BROWN

225 E. Robinson Street, Suite 600
Orlando, Florida 32801
(407) 425-9044
Cell (407) 619-1281
E-mail: mbrown@mateerharbert.com

EMPLOYMENT

Mateer Harbert (2007 – Present)

Associate Attorney

Practice in civil litigation, real property, business, contracts, and construction.
Examples of civil litigation subjects include various property title defense cases, actions to quiet title, commercial landlord/tenant disputes and evictions, business and breach of contract, and past county tax collection in eminent domain matters.

WB Development Services, LLC and O & B Commercial Development, LLC (2003-2007)

In-House Counsel/Project Manager

Various duties including contract preparation, review and negotiation, land use and zoning, legal research, and project management.

J.A. Jurgens, P.A. (2002-2003)

Litigation Attorney

Practice in environmental and commercial litigation.

Seminole County State Attorney's Office (1998 – 2003)

Assistant State Attorney/Prosecutor

Positions included case intake and filing decisions, police department liaison (Winter Springs, Oviedo, Longwood, and Altamonte Springs) and trial attorney (misdemeanor and felony).
Tried over 40 cases, mostly before juries.
1999 Top DUI Enforcement Award from MADD

Internship with Circuit Judge Dave Seth Walker (1998)

Judicial Intern

Research legal issues and report same to Judge.

Stetson University College of Law (1997)

Teaching Fellow/Research Assistant for Research and Writing I
Preparing research assignments and review of student work.

WELBRO Construction Co. (now WELBRO Building Corp., Inc.) (1986-1997)

Various positions in Family-owned business, including laborer, runner, mason's tender, marketing assistant, accounting assistant, and estimating assistant.

PROFESSIONAL

Matthew Brown grew up and worked in various areas and aspects of the construction industry, the son of a local commercial contractor. After completing his BSBA in Economics and his Juris Doctorate Degree, Matthew worked as an Assistant State Attorney in Seminole County. While there he tried numerous jury cases at both the misdemeanor and felony levels, and was for a time the liaison to several police departments. Briefly turning to civil law, Matthew then took advantage of an economic opportunity to work in real estate development in new family businesses. In addition to assisting in project management, he handled many of the companies' legal matters including contracts, real estate concurrency, variances, and other applications to and approvals from government entities. Developments included small box, triple-net leases for established chains, shopping centers, and work on condominium projects prior to the slowdown in the economy. He joined Mateer Harbert in 2007.

His practice includes civil litigation in the areas of real estate, business, contracts, construction. Landlord/tenant matters, tax collection (including in eminent domain proceedings) and assessment issues for the Orange County Property Appraiser and the Orange County Tax Collector, tort, contract and construction lien litigation.

EDUCATION

J.D. (1998) Stetson University College of Law (St. Petersburg, FL)
Graduated *Cum Laude;* Honors in Research and Writing
B.S.B.A. (1995) University of Central Florida (Orlando, FL)
Economics; 3.44 GPA

BAR ADMISSIONS, ASSOCIATIONS AND RECOGNITIONS

Florida Bar Member (1998)
U.S. District Court, Middle District of Florida
Orange County Bar Association
Kiwanis Club of Central Orlando – Current President and Past Vice President
Orlando Jaycees/Junior Chamber of Commerce – Past Board Member and Member

4836-8414-6467, v. 1

RESUMÉ

LESLIE A. EVANS

225 E. Robinson Street, Suite 600
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(407) 425-9044
E-mail: levans@mateerharbert.com

EMPLOYMENT

Mateer Harbert (2014 - present)
Associate Attorney
Practice in civil litigation, real estate and land development, intellectual property, and health care

PROFESSIONAL

In her third year of law school, Leslie served as an Articles Editor of the Wake Forest University Journal of Business and Intellectual Property Law. She managed fifteen journal staffers and meticulously reviewed and revised articles prior to their publication in the Journal. She also participated as a student clinician in the Wake Forest University Community Law and Business Clinic. During her time at the Clinic, under the supervision of the Clinic director, she assisted local small businesses with various matters including drafting agreements, forming business entities, and negotiating an amendment to an existing trademark registration. She additionally gave presentations on intellectual property law to a local artists' organization and to art students at the nearby Winston-Salem State University.

After completing law school, she joined Mateer Harbert. She practices in the areas of civil litigation, real estate and land development, intellectual property and healthcare law.

EDUCATION

J.D. (2014) **Wake Forest University** (Winston-Salem, NC)
Articles Editor, Journal of Business and Intellectual Property Law (2013 – 2014)
B.S. (2010) **Florida State University** (Tallahassee, FL)
Economics with a minor in Information Technology, summa cum laude, 2010
Finance, summa cum laude, 2010

BAR ADMISSIONS, ASSOCIATIONS AND RECOGNITIONS

Florida Bar Member (2014)
Orange County Bar Association
2013-14 Recipient of the North Carolina Association of Women Attorneys Scholarship
4844-5681-5907, v. 1

RESUMÉ

THOMAS R. HARBERT

225 E. Robinson Street, Suite 600
Orlando, Florida 32801
(407) 425-9044
E-mail: tharbert@mateerharbert.com

EMPLOYMENT

Mateer Harbert (1993 - present)
Partner; Firm Executive Committee/Managing Partner
Practice in Real Estate & Land Development; Corporate & Business; Banking; Contracts

Robinson & Harbert (1987 - 1993)
Partner
Practice in General Civil Matters; Real Estate & Land Development; Corporate & Business

PROFESSIONAL

After being raised in Orlando, Tom Harbert began his legal career in Atlanta, Georgia. His small firm handled commercial real estate matters as well as general business transactions and civil litigation. Family ties and professional opportunities in Orlando caused him to return to Orlando in 1993, when he joined the firm his father founded in 1960. Tom has assumed the leadership of the firm as Managing Partner. He has helped manage the Firm's growth to its current 30 lawyers in two cities.

His practice focuses on complex real estate transactions. His duties include drafting and negotiating closing documents, due diligence, title review, remedy complex title defects, comprehensive plan and zoning compliance, environmental assessment review and other related matters. He has served as closing agent and title agent in numerous multi-million dollar real estate transactions. His practice includes all aspects of commercial loan closings including drafting of all loan documents, due diligence, acting as closing agent and other related lending matters. He represents landlords and tenants in negotiation of complex commercial leases, commercial lenders, large institutional land owners, and development entrepreneurs. His expertise extends to areas of banking and bond finance.

EDUCATION

J.D. (1987) **Emory University** (Atlanta, GA)
BA (1984) **Vanderbilt University** (Nashville, TN) Economics

BAR ADMISSIONS, ASSOCIATIONS AND RECOGNITIONS

Florida Bar Member (1989)
Georgia Bar Member (1987)
U.S. District Court, Northern District of Georgia (1988)
U.S. District Court, Middle District of Florida (1989)
Orange County Bar Association
American Bar Association
Rotary Club of College Park (President, 1999)
Vistage (2009 – present)
NAIOP (2009 – present)
AV rated by Martindale-Hubbell
St. Michael's Episcopal Church (Warden & Vestry member)

4810-8452-9955, v. 1

RESUMÉ

MELISSA CUPPS BATTLES

225 E. Robinson Street, Suite 600
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E-mail: mbattles@mateerharbert.com

EMPLOYMENT

Mateer Harbert (2007 - present)
Associate Attorney
Practice in Real Estate & Land Development; Contracts; Health Care

Mateer Harbert (2006)
Summer Associate
Perform legal research and draft legal documents. Assist in all aspects of representation with regard to various civil matters.

Judicial Internship, Thirteenth Judicial Circuit, Hillsborough County, Florida (2005)
Intern to Judge Ronald Ficarrotta
Perform legal research and draft legal documents. Observe court proceedings.

PROFESSIONAL

A graduate of the University of Central Florida, Ms. Battles began her legal career after graduation from the University of Florida law school. A summer associate position at Mateer Harbert turned into an offer for full time employment after graduation.

Her practice focuses on commercial real estate transactions. She counsels clients on a wide range of complex real estate matters, including all aspects of the acquisition, disposition, development, leasing, and operation of commercial properties. Her duties include negotiating and drafting purchase and sale agreements and closing documents, as well as due diligence, title review, environmental assessment review, Florida transaction taxes, and related matters. She represents landlords and tenants in negotiation of complex commercial leases, including office, retail, and industrial leases, and the resolution of lease disputes. She has extensive experience handling real estate matters for a large hospital system, including the negotiation of purchase and sale contracts and leases, ensuring compliance with state and federal healthcare regulations, and resolving issues regarding tax assessments and exemptions.

EDUCATION

JD, *cum laude* (2006) **University of Florida** (Gainesville, Florida)
Journal of Law and Public Policy

BA (2003) **University of Central Florida** (Orlando, Florida) Political Science

SGA Judicial Advisor, SGA Senator, Greek Woman of the Year 2002, Golden Rule Review Committee, Admissions and Standards Committee, SOAR Advisor

BAR ADMISSIONS, ASSOCIATIONS AND RECOGNITIONS

Florida Bar Member (2007)
Orange County Bar Association
Orange County Bar Association, Real Property Committee Executive Council
NAIOP (2012 – present)
Leadership Orlando, Class 76
Legal Aid Society of the Orange County Bar Association, Volunteer (2007 – present)

4831-1248-0547, v. 1

RESUMÉ

SHANNON M. MARSHALL
225 E. Robinson Street, Suite 600
Orlando, Florida 32801
(407) 425-9044
smarshall@mateerharbert.com

EMPLOYMENT

Mateer Harbert (2010 - Present)

Paralegal

Assist a team of attorneys in all matters regarding condemnation/eminent domain, including drafting pleadings, client correspondence and other necessary documents, managing document collection by both electronic and hard copy filing, communicating with team to ensure proper documents are received and in order, research property records, prepare timelines, organize depositions, consultations, hearings, and conferences by maintaining the attorneys' calendars. Assist with real estate transactions including negotiations, contracts, leases, pre-closing, closing and post-closing. Review title commitments and surveys and assist in the clearing of title/survey objections. Prepare title policies, endorsements, and closing binders and indexes. Perform similar duties for other forms of civil litigation and arbitration. Assist in administration of firm's intellectual property practice. Experience with probate and estate matters. Proficient in information technology and trial presentation technology. Preserve client relationships by providing excellent customer service and protecting their confidential information.

Akerman Senterfitt (2006-2009)

Commercial Real Estate Paralegal

Duties included assisting in all matters regarding commercial real estate, including negotiations, reviewing contracts, amendments, and leases. Prepared checklists, title commitments, title/survey summaries, all closing documents, and title policies, endorsements, and closing binders and indexes.

Pierce and Associates, P.A. (2005-2006)

Legal Secretary

Performed administrative duties such as court filings and preparation of legal documentation, and heavy filing. Managed calendar and organized client consultations, depositions, hearings and real estate closings.

EDUCATION

Valencia Community College (2006)
Associates in Arts degree

RESUMÉ

DeANNA L. MALINOWSKI
225 E. Robinson Street, Suite 600
Orlando, Florida 32801
(407) 425-9044
E-mail: dmalinowski@mateerharbert.com

EMPLOYMENT

Mateer Harbert (2009 – Present)
Litigation Paralegal
Provide support to attorneys in firm with all aspects of civil litigation. Examples of civil litigation subjects include various condemnation, malpractice, construction, product liability, in both state and federal court. Work involves indexing depositions, organizing discovery responses, case management, preparation of case law and documents for hearings, mediation and trial.

Cooney, Mattson, *et al.* (2005-2009)
Litigation Paralegal
Involved in providing assistance to attorneys in malpractice, construction litigation and insurance defense cases.

Gurney & Handley, P.A. (1994-2005)
Litigation Paralegal
Involved in providing assistance to attorneys in malpractice, civil rights and insurance defenses cases.

EDUCATION

B.S. (1986) University of Central Florida (Orlando, FL)
(Allied Legal Services)
A.A. (1984) Edison Community College (Ft. Myers, FL)
(General Business)

ASSOCIATION AND RECOGNITION

Orlando Jaycees/Junior Chamber of Commerce – Past President and Member
Florida Jaycees – Past Board Member and Member
Christian Service Center Volunteer
Junior Chamber International Senator #60050
Notary Public 1982 to Present
Florida Real Estate Sales License 1982-1992

Tab 4

References

Per section 3.1 C.2.b., this section of the Technical Proposal provides the firm's references.

1. **Orange County Public Schools**
   445 West Amelia Street
   Orlando, FL 32801
   Diego Rodriguez "Woody"
   General Counsel
   (407) 317-3335

2. **Orange County Public Schools**
   445 West Amelia Street
   Orlando, FL 32801
   Eileen D. Fernandez
   Associate General Counsel
   (407) 317-3200 x 2945

3. **MetroPlan Orlando**
   315 East Robinson Street
   Orlando, FL 32801
   Harold W. Barley
   Executive Director
   (407) 481-5672 x313

4830-4989-9555, v. 1

Tab 5

Case Management Plan - Section 3.1.D of the RFP

The development of a case management plan requires input from CFX's staff and General Counsel or Deputy General Counsel. It would be our expectation that the following preliminary case management plan will be revised based on their input. In developing a case management plan, it is assumed that the reports that CFX is already obtaining will not require significant changes. Although many aspects of the representation will be handled in parallel with one another, Mateer Harbert's initial focus will be directed to the following tasks, and they merit a brief separate discussion. To avoid the disclosure of attorney work-product/mental impressions and because only documents provided in RFP have been reviewed, the discussion is necessarily general in nature. Mateer Harbert anticipates accomplishing the tasks listed below within the first sixty (60) days of its being retained.

1. **Public Purpose and Statutory Delegation.** Rendering a legal opinion on public purpose will be one of the first tasks to be accomplished in the representation. In the Draft Environmental Impact Statement ("DEIS"), AAF concedes that its project is dependent on the ability of CFX to condemn property to accommodate the proposed rail corridor since AAF, as a private entity, has not been delegated eminent domain powers by the Legislature. Because of the public-private nature of the AAF project, after the amendment of Article X, Section (6) of the Florida Constitution, CFX may face a public purpose challenge, especially if an owner wants to leverage a challenge to achieve a high settlement. Subject to direction by the General Counsel or Deputy General Counsel, a legal opinion will also need to confirm CFX's delegated authority to acquire the land for the stated purposes and for operation of an intermodal transportation corridor.

2. **Easement Review.** Related to the preceding task, another task to be accomplished early in the representation is a review of the terms of the proposed easements described in the Scope of Services attached as Exhibit "A" to the RFP. Unless directed otherwise by CFX, it is anticipated that these instruments will be reviewed, not only to determine whether they create any public purpose issues, but also for legal sufficiency. Review of the legal sufficiency of the easement will be handled under the supervision of Thomas R. Harbert, who will coordinate the transactional part of the representation.

3. **Construction Plan Review and Appraisal Review.** Review of these documents is necessary to determine construction and necessity issues. Review of the construction plans is also important in evaluating the sufficiency of the appraisal reports because severance damages can only appropriately be estimated based on the type of public improvements to be constructed within the new right-of-way. Since each of the proposed takings is a partial taking, severance damages must be considered by CFX's appraiser. There is not enough information provided to allow for a definitive opinion whether the takings cause damages or the amount thereof. However, it should be anticipated that the owners' counsel will raise the issue of severance damages. Severance studies may need to analyze sales of properties located next to similar high speed inter-city rail corridors with similar highest and best uses, future land uses, and densities as the subject properties. Consideration may also have to be given to the intermodal nature of the facilities to be constructed in the right-of-way including the fact that potentially they will allow for the construction, operation, and maintenance of freight and commuter rail transit.

Additionally, Mateer Harbert has developed a case management plan for the potential representation which contemplates several target dates. This case management plan is based solely on the information provided in the RFP. These target dates are provided for planning purposes only and are subject to revision. These dates do not account for unforeseen circumstances. Any case management plan is dependent on numerous factors beyond the control of counsel such as the sufficiency of expert witness reports already being obtained, the review of the items separately identified above, the court's docket, the dates and agenda deadlines of CFX's Board, and the cooperation of the property owners and their counsel. The case management plan divides the scope of the representation into three distinct phases: (1) pre-suit; (2) pre-order of taking and order of taking; and (3) post-order of taking and trial.

Pre-Suit

Task	Target Date
Review and update title work, initial meetings with experts	30 days after retention
Pre-suit notices	30 days after retention
Prepare preliminary suit package	30 days after retention
Resolution of necessity	July 31, 2015
Initial offer	August 3, 2015
Pre-suit negotiations	September 11, 2015
Update title work	September 11, 2015

The tasks above will be performed in parallel to the tasks discussed on pages 11 and 12 of this Technical Proposal.

Pre-order of Taking and Order of Taking

Task	Target Date
File suit	September 14, 2015
Order of taking	December 14, 2015
Notice of deposit	January 4, 2016

Either shortly before or after suit is filed, follow up meetings with experts will be scheduled to prepare them to testify at the order of take hearing. During this phase, appraisals may need to be updated to account for the passage of time or the availability of new information.

Post-order of Taking and Trial

To bring each parcel to closure, Mateer Harbert proposes to file a motion for a case management conference 4 months after the date that title to the property is obtained. The exact date of a case management conference will be dependent on factors such as the likelihood of negotiating settlements with the owners, the court's docket, and the judge to whom the case is assigned. Based on our past experience, a case management order should have dates by which the parties are required to identify expert witnesses, exchange written reports summarizing the experts' trial opinions, identify rebuttal experts, and require the exchange of written rebuttal reports. Since a property owner may also be permitted to testify at trial, the case management

order should require disclosure of whether the owner will testify and the nature and amount of compensation the owner will seek. This will avoid unnecessary surprise during the litigation and at mediation.

A separate mediation order should also require the owner's counsel to provide expert witness invoices at least 30 days before the mediation. Mateer Harbert has found this useful in achieving a settlement of compensation and owner's fees and costs issues at mediation. Barring a settlement, Mateer Harbert is committed to trying these cases as soon as possible.

Some very preliminary observations can be made regarding each parcel. The draft restricted appraisal reports were prepared without right-of-way maps, legal descriptions of the parent tracts and remainders, construction plans, discussion of the comparable sales, or land-planning reports, or consideration of severance damages. Moreover, except in the most general terms, the DEIS does not describe the precise nature of the improvements to be constructed in the right of way.

Regarding the Mattamay (Jacksonville) Partnership property, parcel 104, the CFX taking will require its appraisers and land planners to consider whether the developer's Preliminary Subdivision Plan ("PSP") and development plan will need to be amended. The PSP was designed without consideration of the proposed AAF rail corridor. The elevated rail corridor will be visible from the northern portions of the development, especially as its elevation increases when the rail line begins to cross S.R.417. Although the proposed taking appears to only impact the property's storm water management system, CFX should anticipate the owner's claim for severance damages. Since the Mattamay property has an approved PSP, the appraisers and lawyers need to formulate an opinion of the relevant parent tract to estimate damages. The firm is familiar with various aspects of the Randal Park development. During Mateer Harbert's representation of the District in a recent condemnation case, a parcel of property within the development was used as a comparable sale. As part of its investigation of this comparable sale, the firm has had the occasion to review many of Orange County's development files regarding Randall Park.

Parcel 102, owned by Bal Bay Realty, Ltd., contains over 530 gross acres with primary access available from Narcoossee Road. Its future land use designation includes Urban Activity Center, Mixed Use Development - Commercial, Residential Law, and Conservation. The draft restricted report estimated the value of the property at $1,765,000.00, based on a gross per acre value estimate of $100,000.00 per acre. The underlying data for this estimate has not been provided.

Issues unique to parcel 102 may include the future demand for the mixed-use development. The allowable development of the property includes 1000 - dwelling units, 1.387 million square feet of commercial, 207,600 square feet of office, and 300 hotel rooms. Although south-east Orange County has one of the stronger real estate markets, that strength has largely been driven by the Lake Nona development. Additional future competitive properties are within the Osceola County Northeast Sector Study Area, an area which will benefit from the Osceola County Expressway Authority's Osceola Parkway Extension project, a key component of that agency's 2040 Master Plan. In light of this competitive environment, a question arises

concerning the time period for absorption of development on parcel 102, and consideration should be given to retaining a market consultant to assist the appraiser in determining the maximally productive component of highest and best use.

Additionally, given the different uses, consideration should be given to the determination of highest and best use of the parent tract. Presumably, the owner may argue that the impact of the rail corridor may be more severe for one property use as opposed to another.

Parcel 105, owned by Carlsbad Orlando, LLC, based on a draft restricted appraisal report, is subject to a remediation agreement precluding the issuance of development permits without a prior inspection to determine the presence of unexploded ordinance. Given the size of the property and the timing of the extension of Innovative Way, a case management plan should consider the stigma and impacts, if any, that may attach to the property because of this remediation agreement and the future demand for the property. Consideration should also be given to the effect the lack of public utilities has on the development of the property and the timing of that development. The extraordinary development costs of providing utilities should be considered in the property's valuation.

Parcel 108, owned by B&M Investments, LLC, is a partial taking from a parent tract containing about 3.05 acres of developable land with an Industrial future land use designation. A portion of the parent tract is improved with about .5 acres of a of a retention pond. The property is contiguous to another parcel which contains about 18.5 non-developable acres.

The proposed use to which parcel 108 will be put may not adversely impact the property from a highest and best use stand point. Since the remainder's future land use designation is industrial, issues raised by the taking include consideration of the impacts of the taking on the property's stormwater management plan and retention pond system and how the taking will impact the remainder. As with the other parcels, there are issues that concern the timing of the development of the property, which may require the assistance of a marketing consultant.

4822-1373-2643, v. 1

Tab 6

MAY 1, 2015
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
POTENTIAL CONFLICT DISCLOSURE FORM

Project: SR 528 Multi-Modal Corridor

Name/Company: **Mateer & Harbert, P.A.**
Address: **225 E. Robinson Street, Suite 600**
Orlando, FL 32801

Relationship to CFX: ___Board or Committee Member ___Employee __X__Consultant/Vendor

1.	**Disclosure of Relationships** (Refer to Section 348.753(8))		
	Do you have any relationship which affords a current or future financial benefit to you or to your relative or business associate and which a reasonable person would conclude has the potential to create a prohibited conflict of interest?	Yes___	No__X__
	If yes, check the applicable relationships below and provide the full names, addresses, and relationships on page 4.		
	Self	Yes___	No___
	Relative (as defined in Section 112.312(21), Fla. Stat.), including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to you or who otherwise holds himself or herself out as or is generally known as the person whom you intend to marry or with whom you intend to form a household, any other natural person having the same legal residence as you.	Yes___	No___
	Business Associate, as defined in Section 112.312(4), Fla. Stat., includes any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.	Yes___	No___
	Other (explain)_____	Yes___	No___

2.	**Disclosure of Lobbyists** (Refer to Section 348.753(8)) Do you have a relative who is a registered lobbyist?	Yes___	No X
	If yes, list the full names and addresses of the lobbyist and the lobbyist's clients on page 4.		
3.	**Disclosure of Property Interests within a Project** (Section 348.753(8)) Do you or any of your relatives (as defined in Section 112.312(21), Fla. Stat.), principals, clients, or business associates have any interest in real property located within any actual or prospective Authority project? The actual or prospective Authority projects include the Wekiva Parkway and All Aboard Florida. The corridor maps and property ownership lists reflecting the ownership of all real property within the disclosure areas, or alignment maps with lists of associated owners, are attached hereto or available upon request.	Yes___	No X
	If yes, check the applicable relationship types and disclose the full names and addresses and identify the real property on page 4.		
	Self	Yes___	No___
	Relative (as defined in Section 112.312(21), Fla. Stat.), including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to you or who otherwise holds himself or herself out as or is generally known as the person whom you intend to marry or with whom you intend to form a household, any other natural person having the same legal residence as you.	Yes___	No___
	Principal or Client	Yes___	No___
	Business Associate, as defined in in Section 112.312(4), Fla. Stat., includes any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.	Yes___	No___
	Other (explain)_____	Yes___	No___

4.	**Disclosure of Property Interests Within a One-Half Mile Radius of a Project (but Outside of a Project)** (Refer to Section 348.753(8)) Do you or any of your relatives (as defined in Section 112.312(21), Fla. Stat.), principals, clients, or business associates have any interest in real property located within a one-half mile radius of any actual or prospective Authority project, but outside of any actual or prospective Authority project? The actual or prospective authority projects include the Wekiva Parkway and All Aboard Florida. The corridor maps and property ownership lists reflecting the ownership of all real property within the disclosure areas, or alignment maps with lists of associated owners, are attached hereto or available upon request.	Yes___	No X
	If yes, check the applicable relationship types and disclose the full names and addresses and identify the real property on page 3.		
	Self	Yes___	No___
	Relative (as defined in Section 112.312(21), Fla. Stat.), including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to you or who otherwise holds himself or herself out as or is generally known as the person whom you intend to marry or with whom you intend to form a household, any other natural person having the same legal residence as you.	Yes___	No___
	Principal or Client	Yes___	No___
	Business Associate, as defined in in Section 112.312(4), Fla. Stat., includes any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.	Yes___	No___
	Other (explain)_____	Yes___	No___

5.	**Solicitation or Acceptance of Gifts** Have you solicited or accepted anything of value, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that your action or judgment regarding Authority business would be influenced thereby? (For reference, see Section 112.313(2), Florida Statutes)	Yes___	No X
6.	**Unauthorized Compensation** Have you or your spouse or minor child accepted any compensation, payment, or thing of value when you knew, or, with the exercise of reasonable care, should know, that it was given to influence your action regarding Authority business? (For reference, see Section 112.313(4), Florida Statutes)	Yes___	No X
7.	**Misuse of Position** Have you used or attempted to use your position with the Authority or any property or resource which may be within your trust, to secure a special privilege, benefit, or exemption for you or others? (For reference, see Section 112.313(6), Florida Statutes)	Yes___	No X
8.	**Conflicting Employment or Contractual Relationship** Do you have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the Authority, that will create a continuing or frequently recurring conflict between your private interests and the performance of your duties to the Authority or that would impede the full and faithful discharge of your duties to the Authority, subject to the exemptions set forth in Section 112.313(12) & (15), Florida Statutes? (For reference, see Section 112.313(7), Florida Statutes)	Yes___	No X

If you answered any of the above questions in the affirmative, provide a detailed explanation below. Attach additional sheets as necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 1st 2015 Signature: Jay W. Small

Print Name: Jay W. Small

Print Title: Partner

Return this form by mail, email or fax to:

Darleen Mazzillo, Executive Assistant
Central Florida Expressway Authority
4974 ORL Tower Road, Orlando, FL 32807
Phone: 407-690-5310 Fax: 407-690-5034
Email: Darleen.Mazzillo@CFXWay.com

Tab 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

[X] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project. The Authority's Potential Conflict of Interest Disclosure Form is attached.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM OR THE ATTORNEYS WHO MAY BE ASSIGNED TO THIS MATTER AS A NAMED PARTY OR PARTIES WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM OR THE ATTORNEYS WHO MAY BE ASSIGNED TO THIS MATTER BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION, ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY AND THE DISPOSITION OF SAME. DISCLOSE ANY CLAIMS INVOLVING MALPRACTICE, WRONGDOING OR OVERCHARGING AGAINST THE FIRM OR THE ATTORNEYS WHO MAY BE ASSIGNED TO THIS MATTER AND THE DISPOSITION OF SAME.

CHECK ONE

[ ] The undersigned firm has had no litigation, actions by regulatory agencies, or claims involving malpractice or wrongdoing in the last five (5) years.

OR

[X] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; actions by any Federal, State, and local agency, or claims involving malpractice, wrongdoing, or overcharging

Mateer & Harbert, P.A.
COMPANY NAME

AUTHORIZED SIGNATURE 5/1/15

Jay W. Small
NAME (PRINT OR TYPE)

Partner
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

ATTACHMENT TO FORM
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

1. Everette Weaver vs. Mateer and Harbert, P.A., et al
   Case No. 5:09-cv-514-Oc-34TBS

On November 23, 2009, after unsuccessfully prosecuting a case in state court, Mr. Everette Weaver filed a *pro se* lawsuit in federal district court (Case No. 5:09-cv-514-Oc-34TBS) against Mateer Harbert, Ms. Renee Thompson, a lawyer in the firm's Ocala office, Florida State Circuit Court Judge Jack Singbush , AAA Reporting Inc., and others. Among the numerous allegations were counts for fraud and conspiracy. As a precaution Mateer Harbert reported this action to its professional liability carrier but requested that the firm undertake the defense of the claim. Mr. Rick Allen, a partner in the firm, represented Mateer Harbert and Ms. Thompson in the case and elected to conduct minimal discovery. After the court ordered time for discovery had expired, Mateer Harbert filed a motion for summary judgment. On July 27, 2012, Judge Marcia Morales Howard granted Mateer Harbert's motion and entered judgment in its favor. That judgment absolved Mateer Harbert of any liability. The plaintiff appealed that summary judgment to the 11th Circuit Court of Appeals which affirmed Judge Howard's ruling.

In order to preserve the privacy of the complainants identified in the following matters which were investigated by the Florida Bar, initials of the complainants have been used in lieu of proper names.

1. Complaint filed with the Florida Bar by M. H. against Ms. Sharon Jablonski Henry - RFA No.: 14-2642

M.H., a *pro se* plaintiff in a medical malpractice case, filed a complaint against Ms. Sharon Jablonski Henry, a partner in Mateer Harbert's Orlando office which arose out of her representation of Orlando Health, Inc. M. H. was the husband of a patient, and he had pursued a loss of consortium claim against Orlando Health, Inc. M. H. sent two letters to the Florida Bar in this matter, RFA No.: 14-2642. The initial complaint, dated August 2, 2013, occurred after M. H., who was incarcerated at the time, attended a hearing by telephone on Orlando Health's motion to dismiss the case. Orlando Health's motion was granted. The court asked directed Ms. Henry to prepare a detailed order of the court's ruling, and she did after receiving the hearing transcript to ensure accuracy. M. H., who is still incarcerated, was unhappy that the proposed order was not prepared as quickly as he would have liked. He filed a grievance with the Florida Bar which responded by noting that it was unclear exactly what M. H. was alleging. The Bar concluded that the matters referenced in his complaint did not constitute violations of the Rules of Professional Conduct and, thereby, did not fall within the purview of the grievance system framework. The matter was closed by letter dated August 19, 2013.

M. H. subsequently mailed a "Request for Appeal of Decision of August 19, 2013, to Executive Director, For Final Action. Sharon K. Duncan FRA No. 14-2642" dated August 23, 2013. This Request appeared to be asking the Florida Bar to reconsider its decision to close the complaint. The Florida Bar found there was no basis to reopen the file as there was "no evidence

that Ms. Duncan violated the rules adopted by the Supreme Court of Florida which govern attorney conduct." The file remained closed.

2. Complaint filed with the Florida Bar by G.L. against Mr. Francis E. Pierce, III - Florida Bar File No. 2014-30,439(9E)

In November of 2013, G. L., a client discharged by Mr. Francis E. Pierce, III, filed a complaint with the Florida Bar. Mr. Pierce discharged her as a client in a potential personal injury case because, after conducting a thorough factual investigation of the matter and after receiving an independent expert toxicologist's report, it was his opinion that no facts supported filing any cause of action on her behalf. In January of 2014, Mr. Pierce responded to complaint in Florida Bar File No. 2014-30,439(9E). After a complete investigation by the Bar Counsel, the Florida Bar concluded that there was no evidence to support a grievance compliant against him for violating any Florida Bar rule. The file was then closed.

4847-1150-4163, v. 1

Tab 8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statue 287.087 herby certifies that

Mateer & Harbert, P.A. does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Proposer's Signature

May 1st 2015

Date

Tab 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001116

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Chapter 112, Part III, and Sections 348.753, and 104.31, as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Mateer & Harbert, P.A.
Company Name

By: Jay W. Small 5/1/15

Jay W. Small

Title: **Partner**

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

RFP-001116 Committee Meeting May 18, 2015 Minutes

Evaluation Committee for **Right-of-way Counsel, 001116,** held a duly noticed meeting on Monday, May 18, 2015, commencing at 10:04 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Joe Passiatore, General Counsel, CFX
Linda Lanosa, CFX Deputy General Counsel
William Chip Turner, Orange County, Assistant County Attorney
Laurie Botts, City of Orlando, Real Estate Director

Other Attendees:
Robert Johnson, Manager of Procurement, CFX

Discussion and Motions:
Robert commenced the meeting with introductions, collected the committee member disclosure forms, and explained the RFP process and the purpose of today's meeting which was to finalize the technical and price proposal evaluations, and make a final recommendation to the Board with regard to Right of Way Counsel.

Proposal Evaluation Portion:
Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members were given the opportunity to discuss the technical proposals prior to submitting their evaluation forms. General discussion ensued about the proposals that were submitted. The committee members submitted their evaluations to Robert for tallying. Robert Johnson tallied the score sheets utilizing the raw scores assigned by each committee member for each Proposal received. Attached are the summary results of the individual committee member scores. Robert Johnson tallied the committee member score sheets utilizing the raw scores assigned by each Committee member and averaged the raw scores for each Proposal received onto the final summary sheet.

Pricing, Total Points and Rankings
Upon completion of the evaluation of the technical portion, Robert opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements. See attached final summary sheet for pricing, total points and ranking results.

Committee recommends CFX Board approve ranking and award the contract to the top ranked firm, Mateer & Harbert P.A.. The Committee agreed that Linda Lanosa would review and approve the minutes on behalf of the committee.

There being no other business to come before the Committee; the meeting was adjourned at 10:30am.

These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, May 18, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 
Robert Johnson

Approved by: 
Linda Lanosa Linda Lanosa

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

ROW COUNSEL SERVICES RFP-001116

	Adorno Law Firm, PL		Mateer & Harbert, P.A.									
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Linda Lanosa	35		80									
Joe Passiatore	68		78									
William Chip Turner	25		65									
Laurie Botts	35		80									
TOTAL	163		303									
AVG. TECH. POINTS	40.75		75.75									

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Adorno Law Firm, PL	$742,300.00	20.00
Mateer & Harbert, P.A.	$930,500.00	15.95

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Adorno Law Firm, PL	40.75	20.00	60.75	2
Mateer & Harbert, P.A.	75.75	15.95	91.70	1

FINAL RANKING

Committee Members:

Monday, November 17, 2014

Monday, November 17, 2014

Monday, November 17, 2014

Monday, November 17, 2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Laura Kelley
Executive Director

FROM: Linda Lanosa
Deputy General Counsel

Robert Johnson
Manager of Procurement

SUBJECT: Right-of-Way Counsel Services
Contract No. 001116
Recommendation for Award of Contract

DATE: May 18, 2015

A Request for Proposals (RFP) from qualified firms to provide the subject services was advertised on February 15, 2015. Responses to the request were received from two (2) firms (Mateer & Harbert, P.A., and Adorno Law Firm, P.L.) by the May 8, 2015, deadline for submittal of technical proposals. Since less than three submittals were received, the Deputy Executive Director, Deputy General Counsel, and the Manager of Procurement met (in accordance with the Procurement Procedures Manual) on May 8, 2015, and agreed that the review and evaluation process for the two submittals should proceed.

Copies of the technical proposals were distributed to the Evaluation Committee for review and scoring. Price proposals from the firms were received on May 8, 2015. The Committee met on May 18, 2015, to discuss the proposals, open the price proposals and record the scores. That scoring resulted in the following ranking of the firms: 1) Mateer & Harbert, P.A.; 2) Adorno Law Firm, P.L.

In accordance with the Procurement Procedures Manual, Article V, Procurement Processes, as it relates to a recommendation of award when less than three sealed proposals are received, and for the reasons stated in the Manager of Procurement's memo to the file dated, May 4, 2015, it is our joint recommendation that the contract be awarded to Mateer & Harbert, P.A. in the amount of $930,500.00. We believe that the Authority's best interests would be served by awarding the contract to Mateer & Harbert, P.A.

Accept Recommendation X Reject Recommendation ____

Laura Kelley, Executive Director — Date: 5-18-15

If rejected, reason(s) for rejection:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: File

FROM: Robert Johnson
Manager of Procurement

SUBJECT: Right-of-Way Counsel Services
Contract No. 001116

DATE: May 4, 2015

As required by the Procurement Procedures Manual, this memo documents the results of a meeting held on May 4, 2015, between the Deputy Executive Director of Finance and Administration, Deputy General Counsel, and the Manager of Procurement regarding the fact that only two submittals were received for the subject contract on the due date of May 4, 2015. The purpose of the meeting was to decide if the RFP review process should continue for the two submittals or if the proposals should be rejected and the contract re-advertised.

The submittals were received from Mateer & Harbert, P.A., and Adorno Law Firm, P.L. Based on staff's knowledge of the number of law firms notified of this RFP, the number of law firms conflicted out for one reason or another, and the time constraints imposed to have the properties acquired through an expedited schedule, it was the opinion of staff that re-advertising the solicitation to generate more participation would not be successful and would possibly cause a delay in acquiring the properties by the end of the year.

Based on the above, it was agreed that the RFP review process should continue for the two responses received.

CONSENT AGENDA ITEM

#15

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **May 26, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-204; Parcels 266 and 866**
Approval for Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Warren M. Ackley and Wendy Ann Lindsey Ackley ("Owners") and Ryan Ackley ("tenant"), for the acquisition of Parcels 266 and 866 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-204. The Petition in Eminent Domain was filed on May 5, 2015.

DESCRIPTION and BACKGROUND:

Parcel 266 involves a partial taking of 4.707 acres of land from a 5.157 acre property, leaving a .450 acre remainder. **Parcel 866** is a permanent easement over 600 square feet of property. The subject is located along Plymouth Sorrento Road in unincorporated Orange County. It is improved with a 2,750 square foot residence that was constructed in 1999. Other site improvements include 1,593 square foot shop building, 1066 square foot barn, 164 square foot air-conditioned studio with loft, a gazebo, underground sprinkler system and extensive landscaping. There is also a 672 square foot manufactured home that was remodeled in 2012 and is owned and used as a residence by the Owners' adult son, Ryan Ackley. The property is zoned A-1, Citrus Rural District by Orange County, and the future land use designation is Rural/Agricultural, with a maximum of one dwelling unit per ten acres.

CFX's appraisal of the property was prepared by David Hall of Bullard, Hall & Adams, Inc. Mr. Hall issued his first appraisal on April 9, 2013, with a date of value of April 4, 2013. This report estimated that the amount of compensation owed for the subject property was $446,400.00. This initial appraisal calculated compensation based on a total take. Mr. Hall issued a second report on March 13, 2014, with a date of value of February 25, 2014, and an updated appraisal amount of $486,800.00. This second report also estimated compensation based on a total take. Mr. Hall issued a third report on January 28, 2015, with a date of value of January 16, 2015 and a final updated appraisal amount of $475,600.00. This report estimates the value based on the current acquisition of a partial take (per Owners' request). A Letter Addendum

attached to this report additionally estimates the value of the mobile home to be $29,000.00.

Mr. Hall arrived at his most recent valuation conclusions by examining the highest and best use of the property. First, Mr. Hall valued the property as though vacant, with a highest and best use for single-family residential development. He considered six vacant sales that ranged in value from $21,604.00 per acre to $28,520.00 per acre, and reconciled on a value of $28,500.00 per acre for the subject property, or a total of **$134,200.00** for 4.707 acres of land. Next, Mr. Hall evaluated the contributory value of the improvements. He considered three improved home sites which indicated a value between $117.10 and $120.03 per square foot of living area. Mr. Hall reconciled on a value of $120.00 per square foot of living area, which yields a value of **$330,000.00** (rounded) for the home (2,750 square feet of living area x $120.00 per foot). Mr. Hall also found severance damages in the amount of **$11,400.00** and a value of **$400.00** for the easement interest in Parcel 866. The appraiser therefore concluded that the total compensation owed to Warren and Wendy Ackley for Parcels 266 and 866 is **$476,000.00** ($134,200.00 for land + $330,000.00 for improvements + $11,400.00 for severance damages + $400 for the easement interest).

Mr. Hall also completed a separate Letter of Addendum which separately valued the manufactured home which is owned and used by Ryan Ackley. The manufactured home contains 672 square feet, and was remodeled in 2012. It has a screened rear porch, front wood deck and a septic system. Mr. Hall considered four comparable sales and concluded that the mobile home had a value of $35.00 per square foot, or $23,500.00. He further attributed $5,500.00 to the Economic Land Unit on which the mobile home sits. This creates a total value of $29,000.00 for the value of the mobile home and a total appraised value of **$505,000.00** for Parcels 266 and 866.

As this proposed settlement was negotiated in conjunction with the Order of Taking, the landowners have not submitted a final appraisal report. However, the Ackleys have retained the services of Rick Dreggors, whose preliminary valuation was substantially higher than CFX's offer. The Ackleys have submitted a compensation claim of **$750,000.00** for this property in addition to seeking federal relocation assistance.

In addition, the Ackleys have asserted that a business is operating on the site. Warren Ackley is in the business of buying and selling bulk construction items, which are stored on-site. A Notice to Business Owner was served on May 4, 2015. A business damage report has not yet been submitted and would not be due under § 73.015(2)(c), *Florida Statutes* until 180 days after receipt of the Notice to Business Owner.

EXPERT AND ATTORNEY FEES:

The Ackleys retained the legal services of Kurt Bauerle from the law firm of Harris Harris Bauerle Ziegler & Lopez, P.A. Mr. Bauerle is seeking to recover attorney's fees based on the standard "betterment" payment described in § 73.092(1)(c), *Florida Statutes*, which provides for attorneys to receive 33% of the difference between the last written offer made by the condemning authority before the defendant hires an attorney (or, if no such offer is made, the first written offer after a landowner hires an attorney) and the amount of the settlement or final judgment. The last written offer CFX made to the Ackleys before they hired an attorney was in the amount of $476,000.00. The statutory attorney fee formula results in an award of $55,770.00 for attorneys

fees ($645,000.00 - $476,000.00 = $169,500.00 x .33 = $55,770.00). The Ackleys have agreed not to submit any expert fees in this case if this negotiated settlement is approved.

CFX retained the appraisal services of David Hall of Bullard, Hall & Adams, Inc. Mr. Hall has submitted invoices in a total amount of $14,835.00 to appraise the subject property. This includes 44 hours at $150.00 per hour for appraisers, 8 hours at $40.00 per hour for administrative assistance, 3 hours at $75.00 per hour for an assistant appraiser, and a flat fee of $4,500.00 for an appraisal update and $900.00 for a letter addendum.

CFX also retained the services of Andy Holland at ParkLand International Realty, Inc. to estimate the real estate and rental value of the mobile home. ParkLand submitted invoices in the total amount of $1,275.00. This includes 7 hours at $150.00 per hour for realtor services and 3 hours at $75.00 per hour for the services of an assistant.

Counsel has reviewed the amounts sought by Owners' counsel and paid to CFX's experts and believes them to be reasonable.

PROPOSED SETTLEMENT:

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcels 266 and 866 and expert fees and costs. The parties have conditionally agreed to the following settlement terms, subject to final CFX Board approval:

Total Settlement Proposal for Parcels 266 and 866:

Warren and Wendy Ackley (real estate interests):	$647,500.00
Ryan Ackley (mobile home owner):	23,500.00
Warran Ackley d/b/a Warren Ackley: (business damages)	0.00
Kurt Bauerle (attorney):	55,770.00
Total	**$726,770.00**

This settlement would resolve any business damage claims that the Ackleys could otherwise assert, and avoid the payment of expert fees and costs.

In addition to the above settlement amount, the Owner is entitled to relocation benefits under the Federal Relocation Act. These benefits will include moving costs and other incidental costs related to their residential relocation. Total relocation costs have not yet been determined since, pursuant to an extended possession agreement, the Ackleys have not yet moved from the property. The relocation costs will be actual, documental expenses that will either be reimbursed or paid directly to vendors on the Ackleys behalf after they file claims for reimbursement.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowner's compensation as provided by §73.091 and §73.092, *Florida Statutes*. In addition, this settlement will resolve any potential business damage claims as well. Acceptance of the proposal will

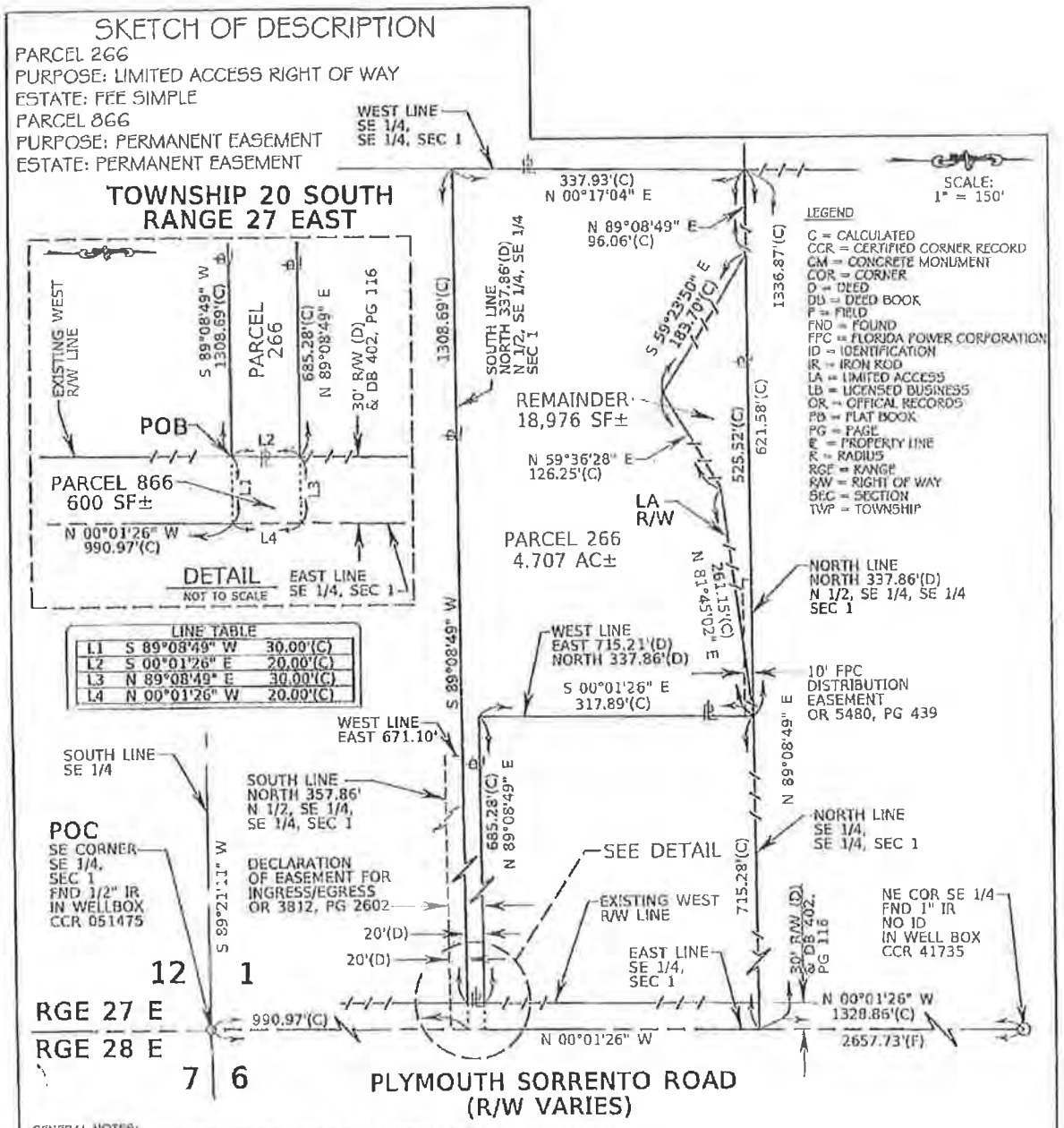
eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owner's attorney's fees and expert costs.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the May 27, 2015 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of $726,770.00 in full settlement of all claims for compensation for the acquisition of Parcels 266 and 866.

ATTACHMENTS:

Sketch of Subject Property
Map Depicting Location of Property

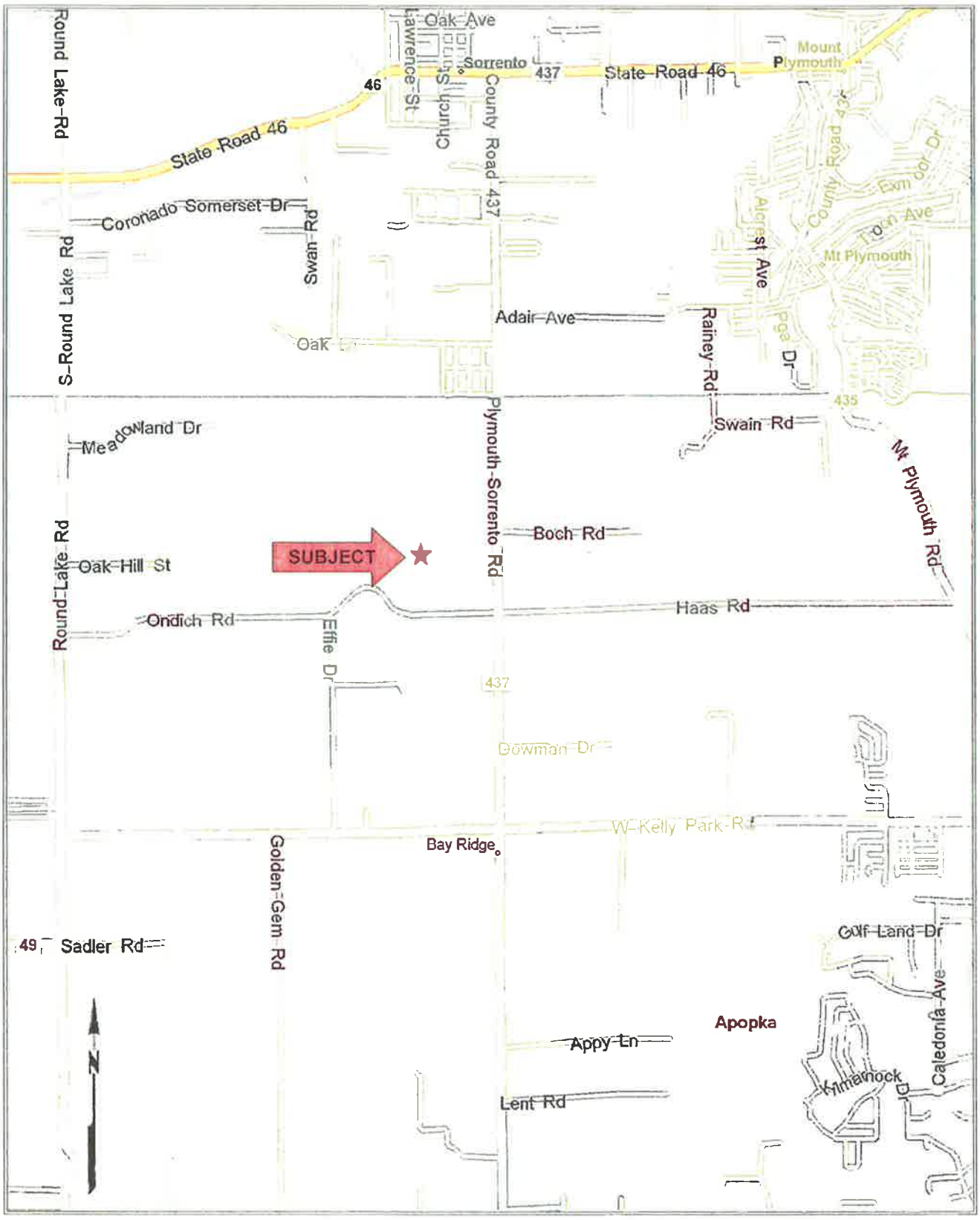


GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 3, 2013, ORDER NO. 4380360 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 1/05/15	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 3 OF 3

SKETCH OF DESCRIPTION
PARCELS 266/866



SUBJECT LOCATION MAP
PARCEL 266

CONSENT AGENDA ITEM

#16

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **May 26, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 800 (Parts A & B) – Approval of Settlements and Offers of Judgment**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with multiple landowners for the acquisition of their fee simple interests in Parcel 800 (Parts A & B) (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. Counsel also seeks Board approval to serve Offers of Judgment for the remaining interests in this Parcel. CFX filed its eminent domain action on August 12, 2014. Due to the number of potential fee owners named in the eminent domain proceedings, the Court entered three (3) separate Orders of Taking on September 24, 2014, two of which were stipulated.

DESCRIPTION and BACKGROUND:

This case involves the taking of an easement interest over portions of Southfork Drive west of Plymouth Sorrento Road. It consists of 1.95 gross acres and is utilized as a private right-of-way with multiple ownership interests which provides access to ten individual lots. **Parcel 800 (Part A)** involves the taking of a perpetual easement interest in 17,436 square feet of land for construction of the elevated limited access right-of-way for S.R. 429 to bridge over Southfork Drive as well as for perpetual maintenance. Specifically, CFX has acquired a perpetual air-rights easement above the plane that is fourteen feet, six inches (14'6") above the highest point of the property. The highway facilities will be elevated over the Property, allowing continued access to and from Plymouth Sorrento Road both during and after construction, and will allow for the use of the land surface for other uses that do not interfere with the Authority's easement rights. **Parcel 800 (Part B)** is an easement interest in 3,528 square feet of land to be used by Duke Energy Florida, Inc. for a transmission line.

CFX's appraisal of the property was prepared by Mr. Christopher D. Starkey of Integra Realty Resources-Orlando, with a date of value of February 7, 2014. Mr. Starkey used the "Across the Fence" valuation technique to appraise this property, since the property is vacant and too small to be used as a stand-alone parcel. The "Across the Fence" methodology assumes that

the subject property is typical, in all respects, to the adjoining property use. Based on this assumption, the appraiser develops a unit of value for the typical adjoining property, and then applies this unit of value in developing an estimate of value for the subject property.

Since the ten adjoining properties are predominately improved with single-family residences and nurseries, the reasonable use of the subject property would be similar. The ten parcels are zoned A-1, Citrus Rural district and have a future land use designation of rural. Mr. Starkey concluded that the Property's highest and best use is continued access road right-of-way. Mr. Starkey estimated the value of the Taking to be **$13,200.00.**

EXPERT AND ATTORNEY FEES:

None of the landowners are to receive payment for appraisal or other expert fees or costs in this proposed settlement.

CFX retained the appraisal services of Christopher D. Starkey, MAI, of Integra Realty Resources. Mr. Starkey has submitted invoices in a total amount of $5,125.00 to appraise the subject property.

Robert Grossenbacher, Scott and Todd Grossenbacher, Carolyn Ditch, Marky Frisbie and Elizabeth Townsend retained the legal services of Joseph Hanratty of Forman Hanratty & Montgomery. Mr. Hanratty has agreed to accept $3,000.00 in total compensation for his representation of all of the aforementioned landowners. He has no other costs or fees for this parcel.

Earl D. Wilson and Adelaida Diaz Wilson, husband and wife, retained the legal services of Kurt Bauerle from the law firm of Harris Harris Bauerle Ziegler & Lopez, P.A. Mr. Bauerle has agreed to accept $2,000.00 in total compensation for representing their interests. He has no other costs or fees as it relates to these property owners for this parcel.

Patrick Rogers Connelly and James Ted Smith did not retain counsel and therefore have not submitted a claim for attorneys' fees or costs.

In sum, the landowner fees in this case would total **$5,000.00** for the parties that have agreed to a negotiated settlement. Counsel has reviewed the amounts sought by the owners' counsel and paid to CFX's experts and believes them to be reasonable.

PROPOSED SETTLEMENT:

Counsel has been participating in settlement negotiations with several different landowners and landowner attorneys and have reached a proposed agreement for most of the interests in Parcel 800 (Parts A & B). The parties have conditionally agreed to the following settlement terms, subject to CFX Board approval:

LANDOWNERS/ATTORNEYS	PROPOSED SETTLEMENT
ROBERT M. GROSSENBACHER	$2,000.00
SCOTT GROSSENBACHER and TODD GROSSENBACHER	$2,000.00
CAROLYN DITCH	$2,000.00
MARY K. FRISBIE	$2,000.00
ELIZABETH G. TOWNSEND	$2,000.00
EARL D. WILSON, JR. and ADELAIDA DIAZ WILSON, husband and wife	$2,000.00[1]
PATRICK ROGERS CONNELLY and the HEIRS OF JANET R. CONNELLY	$3,500.00
JAMES TED SMITH and the HEIRS OF TEDDY LAWRENCE SMITH	$3,500.00

The above-named landowners are not entitled to relocation benefits under the Federal Relocation Act for the acquisition of the subject Property.

CFX has already deposited $13,200.00 into the Court Registry as its Good Faith Deposit. The above described settlement totaling $24,000.00 ($19,000.00 for the real estate interests + $5,000.00 for attorneys' fees) would necessitate an additional payment of $10,800.00, inclusive of fees and costs.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorneys' fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowners' compensation as provided by Florida Statutes §73.091 and §73.092. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case.

1 The Wilson's were paid $3,825.00 for a previous interest in the property through a purchase agreement, but construction changes necessitated the acquisition of additional property rights in this action.

OFFERS OF JUDGMENT

The above settlement proposal will resolve most of the potential real estate interests in the subject taking. For the remaining interest, it is requested that this Board approve service of an Offer of Judgment. Offers of Judgment are authorized in eminent domain actions under §73.032, Florida Statutes, which provides that if a defendant rejects an Offer of Judgment and the verdict or judgment is less than the amount of that offer, the court shall not award any costs incurred by the defendant after the date the Offer was rejected. A defendant has up to 30 days after an Offer of Judgment is served to reject the offer. A defendant is also entitled to serve an Offer of Judgment on the Petitioner for an amount that is under $100,000.00. If the judgment or verdict is equal to or more than the amount of the Offer, landowner's counsel can recover attorneys fees based on the factors set forth in §73.092(2) and (3) (which considers attorney time and labor, difficulty of the case, etc.), rather than on statutory betterment.

The undersigned counsel seeks Board approval to serve an Offer of Judgment in the amount of $3,500.00 to Freddy T. Jones and Eula Jones, as husband and wife, and Sandra L. Jones, and $3,500.00 to Itay Shraga Guy. Each of these landowners have an ownership interest in Parcel 800 (Parts A & B) and own land adjoining the subject Property.

RECOMMENDATION:

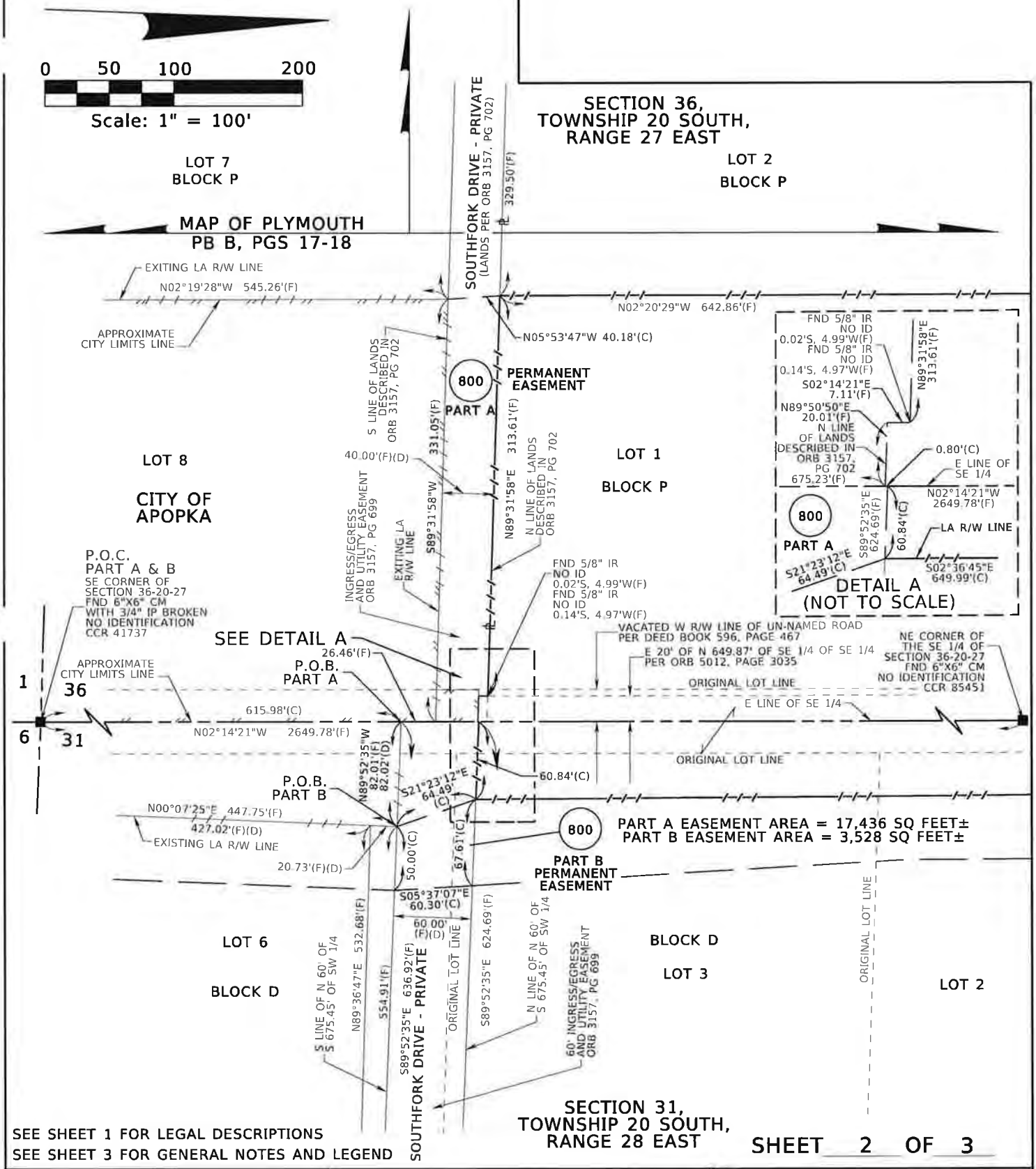
The proposed settlement was recommended for Board approval by the Right of Way Committee at the May 27, 2015 meeting. We respectfully request that the Board approve the proposed settlement in the amount of $24,000.00 in full settlement of all claims for compensation by the various landowners identified above for the acquisition of Parcel 800 (Parts A & B).

We further respectfully request that this Board approve the service of Offers of Judgment totaling $7,000.00 for the remaining landowner interests in this case. Specifically, $3,500.00 to Freddy T. Jones and Eula Jones, as husband and wife, and Sandra L. Jones, and $3,500.00 to Itay Shraga Guy. The proposed Offers of Judgment were similarly recommended for approval by the Right of Way Committee on May 27, 2015.

ATTACHMENTS:

Sketch of Subject Property
Map Depicting Location of Property

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 800

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

Tax Map (Parent Tract)



Aerial Map (Parent Tract)



CONSENT AGENDA ITEM

#17

SHUTTS & BOWEN LLP

Founded 1910

M E M O R A N D U M

TO: Central Florida Expressway Authority Board

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: May 26, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 203 Settlement

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks approval by the CFX Board of a negotiated settlement agreement between JDC Plants, Inc. (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 203 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

DESCRIPTION AND BACKGROUND

Parcel 203 is a whole taking acquisition consisting of 9.558± acres. The property is located in unincorporated Orange County at 3366 West Kelly Park Road, Apopka, Florida. The property is improved with several building structures, including a single-family house, three (3) greenhouse structures, and metal sheds and is utilized as a plant nursery. Two greenhouse/shade buildings contain a total of 38,829 square feet.

The CFX's appraisal of the property was prepared by Walter Carpenter of Pinel & Carpenter, Inc. Mr. Carpenter estimated the value of the taking to be $1,450,000 (Land $1,250,000, and Improvements $200,000). Comparable land sales of $1.66 to $6.48 per square foot were utilized by Mr. Carpenter. Mr. Carpenter opined the subject property value is $3.00 per square foot or $130,680 per acre.

JDC Plants, Inc. is represented by Jay Small who was in the process of appraising the taking on behalf of JDC Plants. In an effort for an early settlement, Mr. Small reviewed and argued that taking the mid-point of Mr. Carpenter's sales would provide a value of at least $4.25 per square foot, or $1,769,500. Additionally, JDC Plants would agree to not dispute the contributory value of the improvements at $200,000. Accordingly, Mr. Small offered an early settlement in an effort to avoid incurring significant expert fees totaling $2,140,935 ($1,969,500 for taking and $171,435 statutory attorney's fee) plus expert fees and costs.

In response to JDC Plant, Inc's settlement offer, CFX made a global counter-offer inclusive of all attorneys fees and costs and expert fees and costs in the amount of $1,900,000, which was accepted by JDC Plants, Inc.

Approval of the negotiated global settlement of $1,900,000 for Parcel 203 is requested and is in the CFX's best interest. It will eliminate risks and unnecessary expenses for expert fees, court costs and attorney's fees that the CFX will ultimately incur if it is required to litigate the valuation determination to resolve Parcel 203. The Right-of-Way Committee previously approved recommendation of the requested settlement.

RECOMMENDATION

We respectfully request that the CFX Board approve the negotiated settlement agreement of $1,900,000, inclusive of all fees and costs in full settlement of all claims for compensation for the acquisition of Parcel 203.

ATTACHMENTS

Exhibit "A" – Sketch of Subject Property

ORLDOCS 14042260 1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 102.98 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 87°44'58" EAST, A DISTANCE OF 633.98 FEET; THENCE SOUTH 02°15'02" EAST, A DISTANCE OF 209.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 344.01 FEET AND A CHORD BEARING OF SOUTH 09°34'35"WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°39'13", A DISTANCE OF 346.47 FEET; THENCE DEPARTING SAID CURVE RUN SOUTH 88°20'47"WEST, A DISTANCE OF 581.44 FEET TO THE AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 00°20'58"WEST ALONG SAID WEST LINE, A DISTANCE OF 540.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.845 ACRES, MORE OR LESS

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 AND KELLY PARK ROAD RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

NOTE:
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2770437 DATED 07/02/2012.

LEGEND & ABBREVIATIONS

CB	= CHORD BEARING	ID.	= IDENTIFICATION	P.I.	= POINT OF INTERSECTION	(R)	= RADIAL
C.C.R.	= CERTIFIED CORNER RECORD	I.R.	= IRON ROD	P.O.B.	= POINT OF BEGINNING	SEC.	= SECTION
CH	= CHORD LENGTH	L	= ARC LENGTH	P.O.C.	= POINT OF COMMENCEMENT	TITF	= TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR.	= CORNER	L.A.	= LIMITED ACCESS	PROJ.	= PROJECT	W/	= WITH
(C)	= CALCULATED DISTANCE	LB	= LICENSED SURVEY BUSINESS	P.T.	= POINT OF TANGENCY		= PROPERTY LINE
D.B.	= DEED BOOK	LT	= LEFT	(P)	= PLAT		= SAME PROPERTY OWNER
ESMT	= EASEMENT	NO.	= NUMBER	R	= RADIUS	Δ	= DELTA (CENTRAL ANGLE)
EXIST.	= EXISTING	O.R.B.	= OFFICIAL RECORDS BOOK	R.B.M.	= ROAD BOND MAP		= CHANGE IN DIRECTION
FND.	= FOUND	P.C.	= POINT OF CURVATURE	RT	= RIGHT		= LIMITED ACCESS R/W LINE
FPC	= FLORIDA POWER CORPORATION	PG./PGS.	= PAGE / PAGES	R/W	= RIGHT OF WAY		= R/W LINE
(F)	= FIELD DISTANCE						

DATE	NOVEMBER 18, 2013		
DRAWN BY	M.ROLLINS		
CHECKED BY	S.WARE		
BSA PROJECT NO.	EA11-11		
REVISION	BY	DATE	

CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 203

SCALE: N/A

SHEET 1 OF 4

EXHIBIT "A"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 22.93 FEET TO ITS INTERSECTION WITH THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 49-E FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: THENCE NORTH 87°44'58" EAST, A DISTANCE OF 83.85 FEET; THENCE SOUTH 00°20'58" EAST, A DISTANCE OF 7.95 FEET; THENCE NORTH 88°20'47" EAST, A DISTANCE OF 594.56 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°14'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 613.52 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°20'47" WEST, A DISTANCE OF 95.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 344.01 FEET AND A CHORD BEARING OF NORTH 09°34'35"EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°39'13", A DISTANCE OF 346.47 FEET TO THE POINT OF TANGENCY; THENCE DEPARTING SAID CURVE RUN NORTH 02°15'02" WEST, A DISTANCE OF 209.57 FEET; THENCE SOUTH 87°44'58" WEST, A DISTANCE OF 633.98 FEET TO AN INTERSECTION WITH AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.713 ACRES, MORE OR LESS

DATE	NOVEMBER 18, 2013
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
BSA PROJECT NO.	EA11-J1

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION No. LB 3221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-3120
FAX 407-649-8664

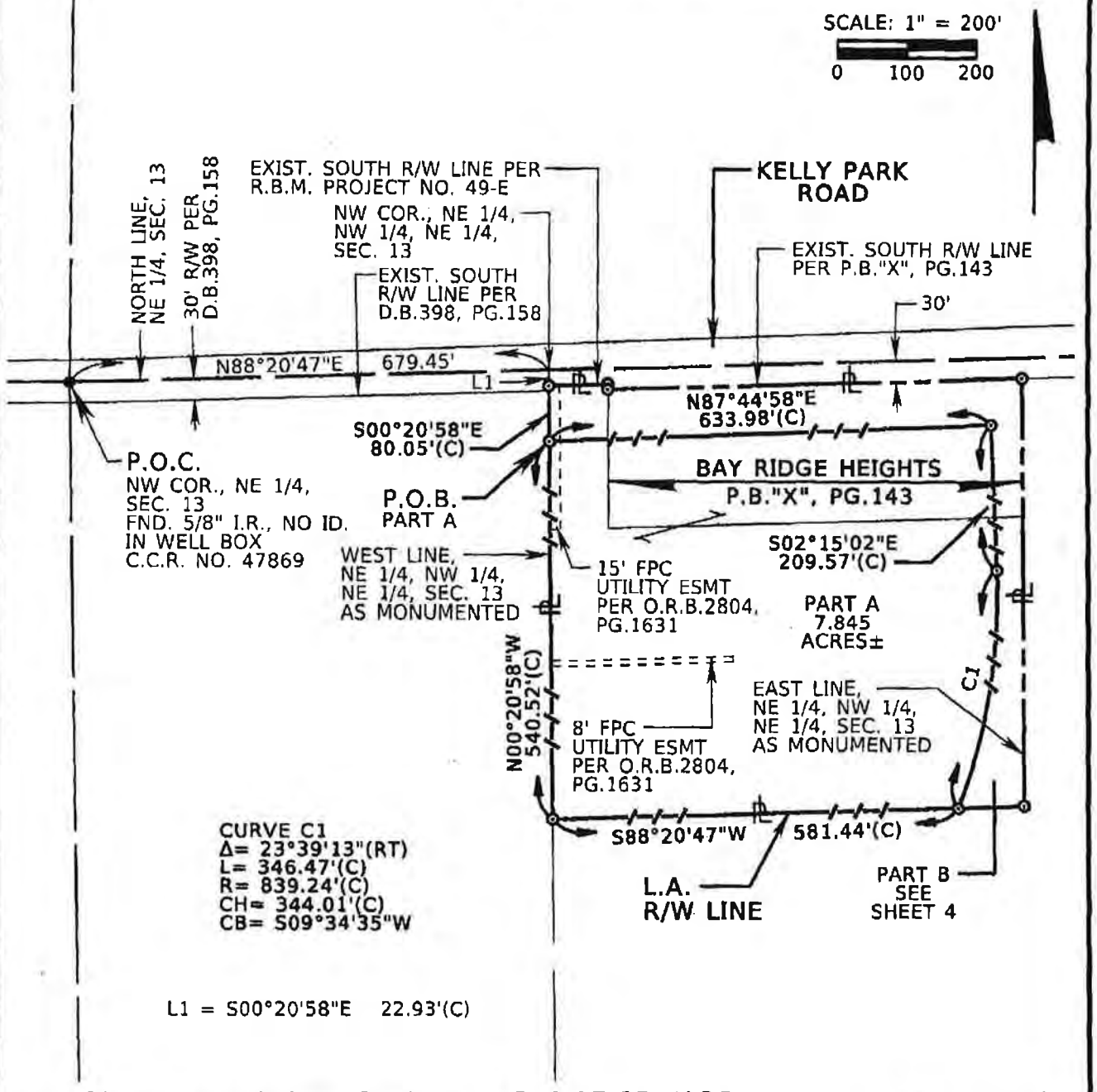
SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 203

SCALE: N/A

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

DATE	NOVEMBER 18, 2013
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
BSA PROJECT NO.	EA11-11

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

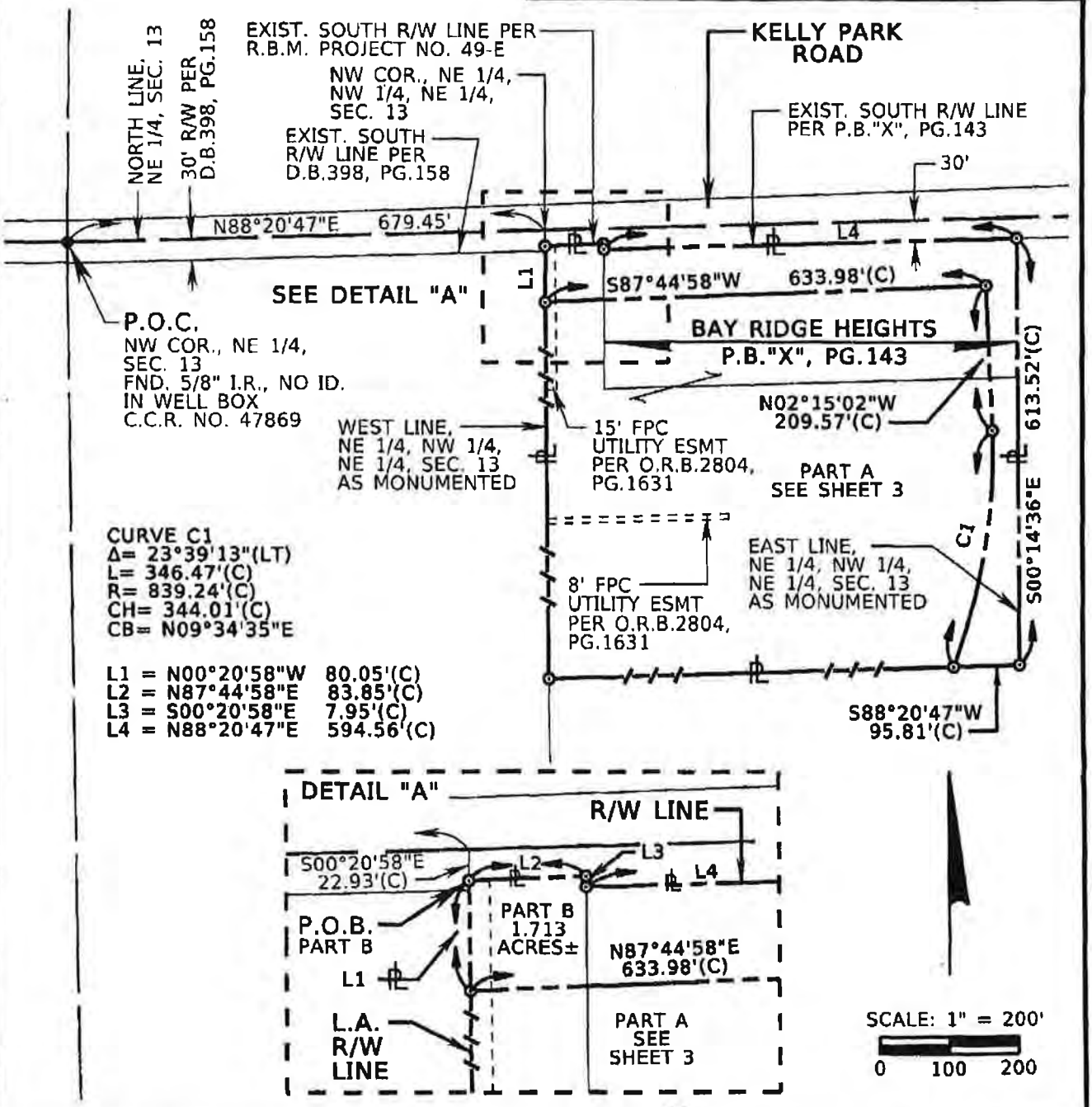
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 203

SCALE: 1"=200'

SHEET 3 OF 4

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BYRD, P.S.M. LICENSE NUMBER 5442 — DATE 11/18/13

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 203

SCALE: 1"=200'

SHEET 4 OF 4

CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel LBL

DATE: June 1, 2015

RE: *Central Florida Expressway Authority v. William and Dessie Calhoun*
Case No. 2014-CA-003590-O, Project: 429-203, Parcel 217
Owners: William and Dessie Calhoun
Location: 3509 West Kelly Park Road, Apopka, Florida 32712
Size of Land: 7.379± gross/net acres (whole take)

INTRODUCTION

Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. If the judgment obtained is greater than the offer of judgment, the offer does not limit expert fees and costs.

To be effective, an offer of judgment must be greater than the ultimate judgment or jury verdict, including interest through the date of the offer. Although the Expressway Authority does not have the owner's appraisal report, an offer of judgment would not be as effective in limiting costs if the Expressway Authority waited until after all of the expert reports were completed and associated costs incurred before serving an offer of judgment.

DESCRIPTION OF PARCEL 217

The parent tract contains 7.379± gross and net developable acres. All areas of the property are considered to be uplands and to be usable. Based on the upland acreage, the parent tract is irregular in shape. Primary access is available on the north side of West Kelly Park Road. The topography of the parent tract is comprised of sloping terrain, with the entire parent tract designated as a depression.

According to public records, the parent tract was improved with a manufactured home, greenhouse and accessory building as of the date of inspection. The manufactured home and accessory building were assumed to be in average condition; however, from Orange County

Property Appraiser's GIS aerial photographs, the greenhouse was assumed to be in poor condition.

The subject acquisition consists of a total taking of the 7.379± acre parent tract. Walter N. Carpenter, Jr., MAI, CRE, appraised the property. He concluded that the highest and best use of the parent tract as though vacant is for continued agricultural use or residential/commercial use when economic conditions improve and as dictated by market demand. The highest and best use as improved is for continued residential use. Based upon the comparable sales, Mr. Carpenter estimated a land value for the parent tract at $1.50 per square foot with a land value of $480,000.

The existing manufactured home improvements are assumed to be in average condition. The existing improvements (manufactured home/greenhouse) are considered to be an interim use to the site and thus have a contributory value under its highest and best use until such time in the future (five to seven years) that the improvements are fully depreciated and/or the property is positioned for redevelopment. In order to estimate the contributory value of the improvements, Mr. Carpenter considered the Sales Comparison Approach which would be the contributory value of the improvements added to the land value under the highest and best use. Considering the age and assumed average condition of the subject manufactured home, a contributory value for the improvements of $30,000 has been concluded. Mr. Carpenter estimated full compensation as the sum of the following:

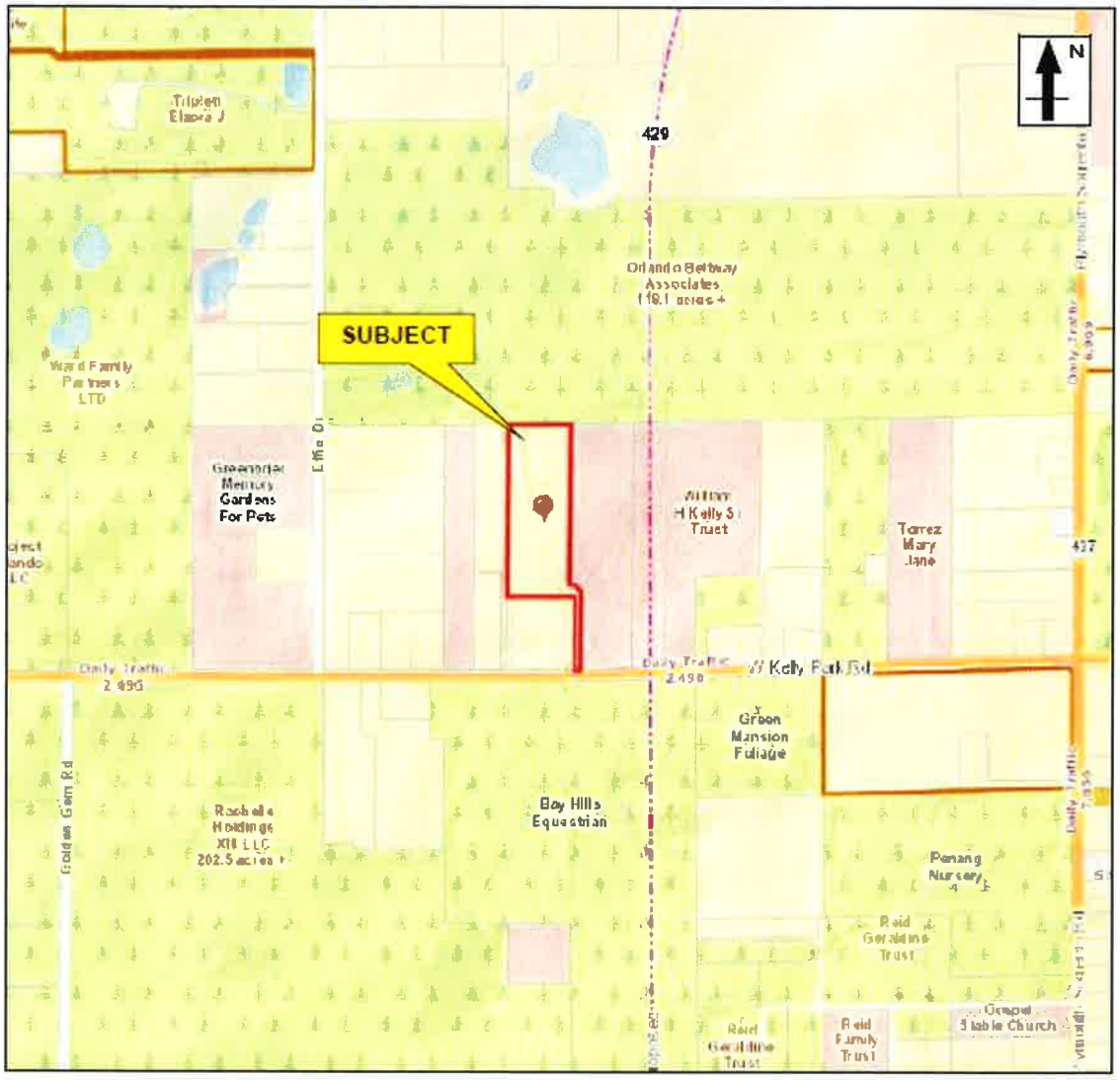
	Appraised Value
Land (7.379 acres)	$ 480,000
Improvements	$ 30,000
Total for Parcel 217	**$ 510,000**

REQUEST

We request the Board approve the Right-of-Way Committee's recommendation to make an offer of judgment in the amount of **$612,000**.

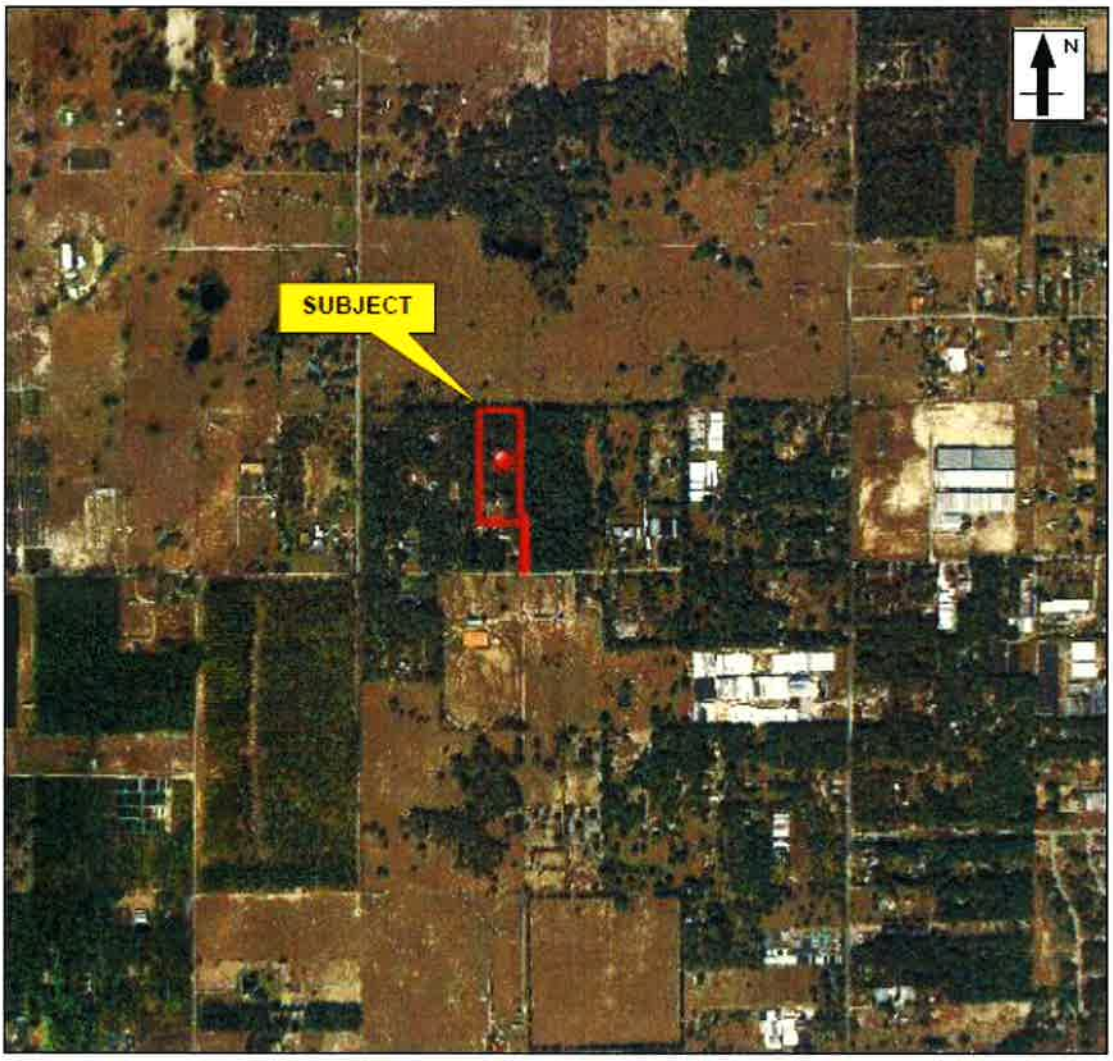
ATTACHMENTS

Excerpt of Appraisal Report



Approximate Representation
Source: Orange County Property Appraiser

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Approximate Representation
Source: Orange County Property Appraiser

COPYRIGHT 2014, PINEL & CARPENTER, INC.

CONSENT AGENDA ITEM

#19

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Approval to Purchase Transponders

Board approval is requested to purchase 75,000 sticker type transponders and 7,500 portable transponders from TransCore, LP, for the following cost:

75,000 sticker transponders @ $7.97 each =	$597,750.00
7,500 portable transponders @ $15.15 each =	$113,625.00
	$711,375.00

The unit cost per transponder is the price TransCore charges Florida's Turnpike Enterprise and includes shipping cost. The purchase of these units is necessary to replenish our stock of these transponders.

TRANSCORE.

2100 Lake Orange Drive, Suite 100
Orlando, FL 32837
407.382.1301 tel 407.382.8914 fax

May 22, 2015

Mr. David Wynne,
Director of Toll Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Subj: Transponder order quotation

Dear Mr. Wynne:

TransCore is pleased to present the following quotation in response to your request for transponders:

1. 7,500 portable transponders @ $15.15 each, plus applicable tax
2. 75,000 sticker transponders @ $7.97 each, plus applicable tax

Lead time: 10 weeks ARO, assuming there is no change to previously approved artwork.

Price includes FOB destination. The pricing is valid for sixty (60) days.

Thank you for your consideration. If there are any questions, feel free to contact me at (321) 281-4067.

Best regards,

Scott Hooton
Associate Vice President
TransCore

CC: George McGraw, TransCore
Jim Wilson, TransCore

CONSENT AGENDA ITEM

#20

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Award of Contract to Egis Projects, Inc.
E-PASS and Violation Enforcement Operations
Contract No. 001105

In accordance with the approved Procurement Policy and the Procurement Procedures Manual, a Request for Proposals (RFP) to provide E-PASS and violation enforcement operations services ran in the Orlando Sentinel on March 29, 2015. Responses to the request were received from four (4) firms by the May 8, 2015, deadline for submittal of technical and price proposals. Those firms were: CAI, Inc.; Faneuil, Inc.; Egis Projects, Inc.; Xerox State and Local Solutions, Inc.

Copies of the technical proposals were distributed to the Evaluation Committee for review and scoring. The Committee met on May 21, 2015, to discuss the proposals, hear the oral presentations, open the price proposals and record the scores. That scoring resulted in the following ranking of the firms:

Ranking	Firm
1	Egis Projects, Inc.
2	Faneuil, Inc.
3	CAI, Inc.
4	Xerox State & Local Solutions, Inc.

Board approval is requested to award the referenced contract to Egis Projects, Inc., in the amount of $24,621,831.60 for the Contract term of five (5) years.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

E-PASS AND VIOLATION ENFORCEMENT OPERATIONS, RFP-001105

	CAI, Inc.		EGIS Projects, Inc.		Faneuil, Inc.		Xerox State & Local Solutions, Inc.			
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE				PRICE	TECHNICAL	PRICE
David Wynne	250		298		328		285			
Fred Nieves	280		320		313		320			
Mike Carlisle	303		321		292		302			
Sherry Christianson	318		328		336		330			
TOTAL	1151		1267		1269		1237			
AVG. TECH. POINTS	287.75		316.75		317.25		309.25			

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
CAI, Inc.	$22,783,600.00	225.00
EGIS Projects, Inc.	$24,621,831.60	208.20
Faneuil, Inc.	$25,452,510.77	201.41
Xerox State & Local Solutions, Inc.	$25,567,193.43	200.50

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
CAI, Inc.	287.75	225.00	512.75	3
EGIS Projects, Inc.	316.75	208.20	524.95	1
Faneuil, Inc.	317.25	201.41	518.66	2
Xerox State & Local Solutions	309.25	200.50	509.75	4

Committee Members: Thursday, May 21, 2015

Thursday, May 21, 2015

Thursday, May 21, 2015

Thursday, May 21, 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL PROPOSAL AND PRESENTATION INDIVIDUAL SCORING

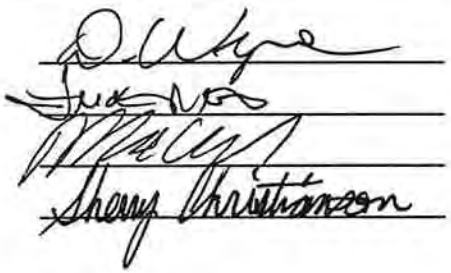
E-PASS AND VIOLATION ENFORCEMENT OPERATIONS, RFP-001105

CAI, Inc.	David Wynne	Fred Nieves	Mike Carlisle	Sherry Christianson
Firm Qualifications (75 points max.)	45	60	63	68
Response to Scope of Services (225 points max.)	160	175	193	210
No Mobilization and Transition Plan (-10 points max.)	0	0	0	0
Presentation (50 points max.)	45	45	47	40
Total (Not to exceed 350)	250	280	303	318

EGIS Projects, Inc.	David Wynne	Fred Nieves	Mike Carlisle	Sherry Christianson
Firm Qualifications (75 points max.)	60	65	68	70
Response to Scope of Services (225 points max.)	190	205	204	217
No Mobilization and Transition Plan (-10 points max.)	0	0	0	0
Presentation (50 points max.)	48	50	49	41
Total (Not to exceed 350)	298	320	321	328

Faneuil, Inc.	David Wynne	Fred Nieves	Mike Carlisle	Sherry Christianson
Firm Qualifications (75 points max.)	70	70	61	73
Response to Scope of Services (225 points max.)	210	193	185	220
No Mobilization and Transition Plan (-10 points max.)	0	0	0	0
Presentation (50 points max.)	48	50	46	43
Total (Not to exceed 350)	328	313	292	336

Xerox State & Local Solutions, Inc.	David Wynne	Fred Nieves	Mike Carlisle	Sherry Christianson
Firm Qualifications (75 points max.)	55	65	67	70
Response to Scope of Services (225 points max.)	185	205	188	216
No Mobilization and Transition Plan (-10 points max.)	0	0	0	0
Presentation (50 points max.)	45	50	47	44
Total (Not to exceed 350)	285	320	302	330



Thursday, May 21, 2015

Thursday, May 21, 2015

Thursday, May 21, 2015

Thursday, May 21, 2015

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 11th day of June, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and EGIS PROJECTS, INC., hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide E-PASS and violation enforcement operations services to operate the Authority's E-PASS Customer Service Centers and the Violation Enforcement Section under Contract No. 001105, and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about March 29, 2015, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing E-PASS and violation enforcement operations services to operate the Authority's E-PASS Customer Service Centers and the Violation Enforcement Section as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies and bonds,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONTRACTOR, and
1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 120 days prior to the expiration of the initial five-year Contract Term and each renewal period if applicable.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 90 days notice for convenience or 30 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is $24,621,831.60.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the

AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to AUTHORITY on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to AUTHORITY.

6. CONTRACTOR INSURANCE AND PERFORMANCE BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. All surety bonds shall be in a form and issued by a surety company approved by AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance Bond** equivalent to $1,000,000.00 issued on an annually renewable basis;

6.6 **Employees Fidelity Bond** covering each employee for a minimum of $100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Standard Operating Procedures, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any theft

or conversion of collected funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

7.5 CONTRACTOR shall immediately notify AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for AUTHORITY's toll operations and management services.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Operations/Toll Enforcement Manager, VES Manager, Customer Service Managers, Quality Assurance/Audit Specialist and Trainer (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to AUTHORITY and the AUTHORITY shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONTRACTOR Property or any license granted to AUTHORITY for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONTRACTOR, or a third party; **or**

12.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes Sections 112.313(2), (3), (4), (6), (7), and (8), as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

15. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITYs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted

claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" means fees and charges of attorneys and paralegals.

"Costs" shall be taxable costs as described in the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

22. GOVERNING LAW

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORTIY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall structure its relationship with its employees such that the employees may be assigned, reassigned, or transferred from one customer service center to another by CONTRACTOR, upon written direction or request of AUTHORITY.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

26.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was awarded by the Authority's Board of Directors at its meeting on June 11, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director Procurement

EGIS PROJECTS, INC.

By: _____

_____
Title

ATTEST:_____(Seal)

DATE:_____

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

CONSENT AGENDA ITEM

#21

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Approval of Supplemental Agreement No. 12
Atkins North America, Inc., for
Toll Collection System Replacement Consultant
Contract No. 000821

Board approval is requested for the referenced supplemental agreement with Atkins North America, Inc. (Atkins), in the not-to-exceed amount of $3,610,600.00 for a five year period which will extend the Contract term to July 31, 2020. This date coincides with the anticipated completion date for the installation and initial maintenance of the new equipment by TransCore. Approval of the extension will waive the requirement in the Procurement Policy which limits extensions to a maximum of 5 one-year periods. Staff believes the waiver is justified to ensure Atkins' availability and commitment of its key personnel and to maintain continuity in the management and coordination of this very complex and specialized project.

Services to be provided will include support related to: general program support; system design development; system integration and testing; implementation, installation, commissioning and testing; final system acceptance. The scope of services and details of costs and fees are attached to the supplemental agreement.

Original Contract Amount	$ 725,000.00
Amount of Previous Supplemental Agreements	$ 723,200.80
Amount of This Supplemental Agreement	$3,610,600.00
Total Revised Contract Amount	$5,058,800.80

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 12

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 12 entered into this 11th day of June, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes the Consultant to provide additional services through the installation and initial maintenance of the toll collection system replacement equipment as detailed in the attached Exhibit A with an increase in compensation of $3,610,600.00 and an extension of the Contract term to July 31, 2020.

2. The Consultant hereby agrees to provide the additional services with an increase in compensation both as detailed in Exhibit A and an extension of the term of the Contract to July 31, 2020

3. The Authority and Consultant agree that this Supplemental Agreement No. 12 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 12; that acceptance of this Supplemental Agreement No. 12 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 12 is necessary to provide additional services, increase the compensation to the Consultant, and extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 12

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $3,610,600.00

This Supplemental Agreement No. 12 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name:_____

Title: _____

Attest: _____(Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

FROM: Tom Knuckey, PE
TO: Joann Chizlett, David Wynne
DATE: May 26, 2015
SUBJECT: **New Supplemental Agreement No. 12 - Task 18 – Toll System Implementation Support, Project 000821**
ATTACHMENTS: **Organizational Chart, Fee Estimate**

In a follow up to several conversations recently between the Expressway Authority and Atkins, we are submitting this scope of work for the new Supplemental Agreement (SA) No. 12, Task 18 Toll System Implementation Support. This scope of work is in response to the Authority's request for Atkins to submit scope, and pricing for the next phase of the Toll System Upgrade project. The current schedule duration is approximately four (4) years and eight (8) months, based on the most recent schedule proposed by the Contractor. Atkins' services supporting the implementation of the toll system will include project management support and technical support to assist the Authority with its management of the implementation work. Atkins will assist in the review of the Contractor's system and design documents to verify that the system is consistent with the project requirements; and to assist the Authority with testing oversight and acceptance activities. Atkins' fee estimate provides a budget for the level of effort expected based on discussions and direction from the Authority. However, the actual project support needed over the term of the Contract may be more or less than the estimated budget amount.

A summary of the previous agreement to-date and the requested Supplemental Agreement No. 12, Task 18, budget is listed in the table below.

Summary of Project Budget – Agreement 000821

Description of Agreement 000821	Contracted Amount
Original Contract Amount	$ 725,000.00
Supplemental Agreement No. 1	0.00
Supplemental Agreement No. 2	9,362.49
Supplemental Agreement No. 3	0.00
Supplemental Agreement No. 4	0.00
Supplemental Agreement No. 5	262,000.00
Supplemental Agreement No 6	165,600.00
Supplemental Agreement No 7	0.00
Supplemental Agreement No 8	32,492.15
Supplemental Agreement No 9	156,084.16
Supplemental Agreement No 10	97,662.00
Supplemental Agreement No 11	0.00
Supplemental Agreement No 12 - Task 18 (new)	3,610,600.00

ATKINS

Total Revised Contract Amount	$ 5,058,800.80

The hours proposed in Supplemental Agreement No. 12 are an estimate of the level of effort to be provided, accordingly Atkins is committed to provide services only up to the budgeted amount. At the request of the Authority, the above fee estimate includes a budget of $50,000 dedicated to subject matter experts (SMEs) to be used as needed during the project for additional SME support.

Task 18 - Key Project Staff

The proposed preliminary organization chart is attached and includes the following key personnel, who are experienced in this work, located in Orlando, and very familiar with the requirements having supported the prior tasks related to the development of the RFP.

- Tom Delaney, Principal-in-Charge
- Tom Knuckey, Project Manager
- Luis Hevia, Deputy Project Manager
- Don Erwin, Sr. Project Advisor
- Sheri Lynch, Administrator
- Other technical and subject matter experts as needed (located at various office locations)

Task 18 - Duration

It is suggested that the Contract time duration for this activity extend through June 1, 2020.

Task 18 - Scope of Work

Program Management and Coordination

This task consists of overall program management and administrative support for the duration of the implementation phase of the project. The current duration of the project is estimated at four years eight months, or fifty-six (56) months based on the schedule provided by the Contractor.

Atkins will provide general program management and coordination support. Atkins will assist with meeting arrangements and preparations, facilitation and following-up for project meetings. Atkins will also coordinate meeting agenda items, maintain a project action item tracking list, monitor project progress, review Contractor monthly progress reports and schedule updates. Atkins will also assist with administration of the document submittal and control process, facilitate document reviews, assist with contract administration, and administration of project close-out.

Atkins will participate with the Authority in both an internal kickoff meeting (CFX and Atkins), and another kickoff meeting with CFX, Atkins and the Contractor. Atkins will document these kickoff

meetings and provide summary-level notes and action items noted during these meetings, or review the notes provided by the Contractor.

Atkins will provide support for document administration and control, coordination of document reviews, tracking of review comments and final disposition of comments for those project documents that are submitted through or handled by Atkins. (It is understood that the Authority expects the Contractor to submit some deliverables for review directly to CFX rather than through Atkins.) For this effort, Atkins plans to use either the Contractor's or the Authority's hosted Microsoft SharePoint application to share documents, maintain document control versions, and other project management tools to facilitate effective communications.

Atkins will also provide support during the project close-out, verifying that all required documents are provided, necessary punch lists are completed, and that other items necessary for the closing of the project are completed.

This work also includes Atkins' internal project management and administration, progress reporting and invoicing.

Deliverables: Meeting agendas, summary-level notes from kickoff meetings, and progress reports with Atkins invoices.

Phase I –System Design Development

Atkins will provide a PM high-level review of the project management documentation, such as Program Management Plan, Quality Assurance Plan, Safety Plan, and configuration management; review documents related to the business rules discovery process; provide system design development oversight; review system design deliverables; and provide design review support for both, Preliminary Design and Detail Design Reviews (PDR and DDR).

During the business rules discovery and development process, Atkins will support the coordination of the necessary meetings to document the business rules process.

Atkins will provide limited support with the oversight of the system design development process for the following: system architecture; system hardware design; system software design; interface control documentation (ICDs); and system network evaluation. This oversight may include facilitating / coordinating meetings and documenting action items, if any.

Atkins will provide a limited high-level preliminary review of the Master Test Plan Update.

For the PDR phase, Atkins will provide limited design review support and document action items from these meetings, if any.

For the DDR phase, Atkins will provide limited design review support and document action items from these meetings, if any.

Deliverables: Action items from meetings and comments to design development documents.

Phase II –System Integration and Testing

In this phase, Atkins will provide limited general project management oversight of the system integration and testing as it relates to the FAT, roadside lanes subsystem , and Image Processing subsystem. It is understood the Authority will lead the testing relating to the Host, Message converter and external interfaces.

Atkins will provide limited oversight and review installation design for the following: pre-installation walk-thru of Authority data centers and toll host environment, hardware installation shop drawings, pre-installation walk-thru of plaza/lane system, and lane system hardware installation shop drawings.

Atkins will provide limited support in the review of requirements and Contractor provided testing traceability matrix. This support will be limited to a preliminary review of the traceability matrix provided by the Contractor.

Atkins will provide oversight support with the review of the Contractor conducted Factory Acceptance Testing (FAT) and IPS testing, anticipated to be in central Florida.

Phase III – Implementation, Installation, Commissioning & Testing

In this phase, Atkins will provide limited project management oversight for the implementation, installation, commissioning and testing of the new toll system.

Atkins understands that the Authority will provide the oversight and review the implementation of CFX Training Center. For this task, Atkins will provide limited cursory review of the Training Center design documentation.

As part of the Toll Host environment implementation, Atkins will provide a high-level review of the as-built documentation for the Toll Host.

In support of the oversight and review of the testing for the Toll Host interface and interoperability, Atkins will provide limited support for the review of test plans, oversight and review of test activities, and review of test reports for the Toll Host system component, and the Toll Host environment interface and interoperability.

Atkins will provide oversight and review of the testing for the Image Processing subsystem as it relates to review of test plans, oversight and review of test activities, and review of test reports.

In support of the oversight and review of the implementation of the Toll Plaza, Toll Lane / Toll Zone (initial stage), Atkins will provide limited support for the review of the installation plans for the first plaza group as well as the as-built documentation of this plaza group.

In support of the oversight and review of the testing for the initial stage plaza, Atkins will provide support for the review of test plans and test reports for the following: (a) System Initial End-to-End Test (SIETET) and (b) Plaza Acceptance Test (PAT).

Atkins will provide limited support for oversight and review of the plaza group site commissioning tests, for a total of seventeen (17) plaza groups with the understanding that the physical servers will be located in no more than nine (9) plaza locations.

Atkins will provide support for the oversight and review of test plans for the standard plaza group. The review of test plans will consist of reviewing system component test and plaza acceptance test plans. Atkins will also review the following test reports: system component test report; system installation and commissioning test report; and plaza acceptance test report.

Deliverables: Comments to Contractor documents based on reviews and oversight.

Phase IV – Final System Acceptance

In this phase, Atkins will provide project management support for oversight of the toll system's Final System Acceptance (SAT). As part of this phase, Atkins will provide oversight and review of the SAT, review Contractor's submittals, test results, and general support for SAT.

Deliverables: Comments to Contractor documents based on reviews and oversight.

Phase V – Warranty Period

No effort is anticipated by Atkins during this phase.

Phase VI – System Maintenance Period

No effort is anticipated by Atkins during this phase.

Phase VII – Tag-Swap Program

No effort is anticipated by Atkins during this phase.

Direct Expenses

Total local travel expenses are estimated at $14,145 (mileage and tolls) for the duration of the project; out-of-town travel expenses are not included in the fee estimate.

Other Assumptions

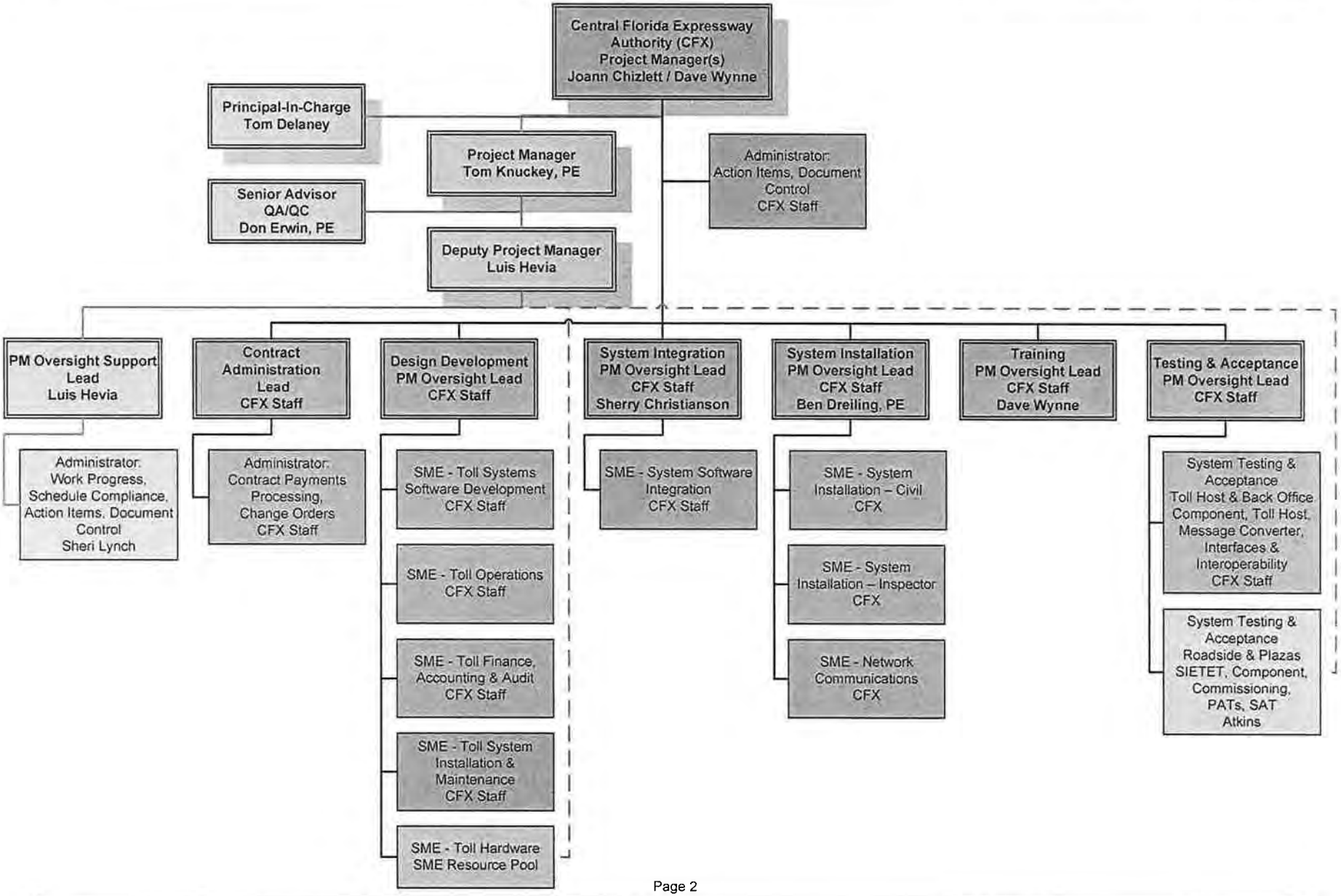
- The Authority will provide a CFX project manager (or co-project managers)

- The Authority will provide Document Control and Administration for those Contractor documents submitted directly to the Authority.
- The Authority will provide all Contract Administration support for the administration, processing and review of Contractor invoices / payment requests, Contractor claims, change orders.
- The Authority will lead and provide primary subject matter experts for the technical review of project documentation.
- The Authority will provide all Construction Engineering and Inspection (CE&I) services to coordinate and oversee the Contractor's system installation activities. Atkins will not provide services for this activity.
- The Authority will provide all Training oversight resources.
- The Authority will lead and provide testing oversight resources to support the test efforts.

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Toll System Upgrade Project
SA 12 – Task 18
Implementation Phase – PM Oversight & Support
Preliminary Organizational Chart
5/26/2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



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Cost Proposal - By Task and Cost Type

CFX Toll System Upgrade Implementation PM Oversight
Central Florida Expressway Authority
Contract # 000821

May-26-2015

Task#	Description	Labor Fee ($)	Estimated Hours	Equipment	Expenses / Local Travel ($)	Fee ($)
018.01.L	PROGRAM MANAGEMENT & COORDINATION	1,651,828.92	8,902	-	5,865.00	1,657,693.92
018.11.L	PHASE I - SYSTEM DESIGN DEVELOPMENT SUPPORT	219,715.89	926	-	172.50	219,888.39
018.12.L	PHASE II - SYSTEM INTEGRATION & TESTING SUPPORT	110,457.16	470	-	172.50	110,629.66
018.13.L	PHASE III - IMPLEMENTATION, INSTALLATION, COMMISSIONING & TESTING SUPPORT	1,443,168.31	6,127	-	7,820.00	1,450,988.31
018.14.L	PHASE IV - FINAL SYSTEM ACCEPTANCE SUPPORT	171,284.23	734	-	115.00	171,399.23
	Subtotal	$3,596,454.52	17,159		14,145.00	**$3,610,599.52**
	Total					**$3,610,600.00**

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Project Estimating and Pricing Model

		Labor Estimate	Hours		Total Price
2	018.01.L	PROGRAM MANAGEMENT & COORDINATION	8,902.0	51.9%	1,651,829
	i	General Program Management & Coordination (based on TC Proposal Schedule 4 yrs, 8 mos; 243 wks; or 56 mos)	1,580.0	9.2%	311,227
	ii	Kickoff Meeting - CFX & Atkins	26.0	0.2%	5,144
	iii	Project Kickoff Meeting (CFX & Contractor)	40.0	0.2%	8,699
	iv	Project Status Monitoring	0.0	0.0%	-
		Project Progress Meetings - Prep, Attend, Follow-up (26 mtgs/yr x 4 yrs 8 mos Up to 122 mtgs max. @ 2 4 hrs/mtg)	1,594.0	9.3%	349,236
		Monthly Progress Reports (@ 1 hr/doc x 56 mos)	244.0	1.4%	53,301
		Review Project Schedule Updates (@ 1 hr/doc x 56 mos)	278.0	1.6%	49,182
	v	Document Control, Administration & Archive (56 mos x 20hr/mo + 40hr set-up)	2,444.0	14.2%	367,614
	vi	Document Reviews	0.0	0.0%	-
	vii	Contract Administration	0.0	0.0%	-
		Contractor Invoice Processing (56 invoices x 7.8hr/invoice)	116.0	0.7%	21,747
		Change Order Processing (Up to 10 CO's @ 34 hr each max.)	150.0	0.9%	36,435
	viii	Project Close-out	242.0	1.4%	43,911
	ix	Project Management & Administration (based on TransCore (TC) Proposal Schedule 4 yrs, 8 mos; 243 wks; or 56 mos)	2,188.0	12.8%	405,334
3	018.11.L	PHASE I - PM OVERSIGHT - SYSTEM DESIGN DEVELOPMENT	926.0	5.4%	219,716
	i	General Program Management & Coordination (24 wks)	0.0	0.0%	-
	ii	Mobilization (14 wks)	0.0	0.0%	-
	iii	Review of PM Documentation	28.0	0.2%	6,494
		Program Management Plan (2 Reviews: Update Prelim-15d & Final-5d)	31.0	0.2%	6,442
		Quality Assurance / Quality Control Plan (3 Reviews: Outline-5d, Draft-15d & Final-5d)	31.0	0.2%	6,442
		Safety Plan (3 Reviews: Outline, Doc & Final) (3 Reviews: Outline-5d, Draft-15d & Final-5d)	31.0	0.2%	6,442
		Configuration Management Plan (3 Reviews: Outline-15d, Draft-15d & Final-5d)	31.0	0.2%	6,442
	iv	Business Rules Discovery & Development (4 wks)	0.0	0.0%	-
		Business Rules Discovery Notes (incl. w/PDR Documentation Task)	14.0	0.1%	3,133
		Business Rules Deliverable (Incl. w/PDR Documentation Task)	35.0	0.2%	8,010
	v	Ovesight of System Design Development	0.0	0.0%	-
		System Architecture (70d [Revise/Update System Requirements] (based on TC Proposal Sched. 70 work days; 14 wks; or 3 1/2 mos))	28.0	0.2%	6,494
		System H/W Design Oversight (140d [Equipment Design & Development] (based on TC Proposal Sched. 140 work days; 28 wks; or 7 mos))	56.0	0.3%	12,988
		System S/W Design Oversight (90d [S/W & System Interface Dev., Config & Unit Testing] (based on TC Proposal Sched. 90 work days; 18 wks; or 4 1/2 mos))	36.0	0.2%	8,349
		Interface Control Documentation (ICDs) (90d [S/W & System Interface Dev., Config & Unit Testing] (based on TC Proposal Sched. 90 work days; 18 wks; or 4 1/2 mos))	36.0	0.2%	8,349
		System Network Evaluation (20d)	8.0	0.0%	1,855
	vi	Review of System Design Deliverables	0.0	0.0%	-
		(Task Deleted)	16.0	0.1%	4,623
		Master Test Plan Update (3 Reviews: Update Prelim-15d & Final-5d)	67.0	0.4%	16,523
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156
	vii	Design Review Support - Preliminary Design Review (PDR)	0.0	0.0%	-
		Preliminary Design Review (PDR) Documentation (2 Reviews: Outline-15d & Draft-20d)	142.0	0.8%	35,678
		Preliminary Design Review (PDR) Meeting (1d)	48.0	0.3%	11,478
		Preliminary Design Review (PDR) Meeting Notes (2 Reviews: Draft-15d & Final-5d)	42.0	0.2%	9,562
	viii	Design Review Support - Detail Design Review (DDR)	0.0	0.0%	-
		Detail Design Review (DDR) Documentation (1 Review: Draft-20d)	150.0	0.9%	37,533
		Detail Design Review (DDR) Meeting (1d)	48.0	0.3%	11,478
		Detail Design Review (DDR) Meeting Notes (2 Reviews: Draft-15d & Final-5d)	40.0	0.2%	9,084
4	018.12.L	PHASE II - PM OVERSIGHT - SYSTEM INTEGRATION & TESTING	470.0	2.7%	110,457
	i	General Program Management & Coordination (140d) (based on TC Proposal Sched. 140 work days; 28 wks; or 7 mos)	0.0	0.0%	-
	ii	(Task Deleted)	0.0	0.0%	-
	iii	(Task Deleted)	0.0	0.0%	-
	iv	(Task Deleted)	0.0	0.0%	-
	v	(Task Deleted)	0.0	0.0%	-
	vi	Oversight & Review of Installation Design	0.0	0.0%	-
		Pre-Installation Walk-thru - CFX Data Centers Toll Host Environment (2 days)	44.0	0.3%	10,826
		Hardware Installation & Shop Drawings (3 Reviews: Outline-10d, Draft-15d & Final-5d)	36.0	0.2%	8,956
		Pre-Installation Walk-thru - Plaza / Lane System (2d) (ACTIVITY NOT IN TRANSCORE SCHED.)	44.0	0.3%	10,826
		Lane System H/W Installation & Shop Drawings (3 Reviews: Outline-10d, Draft-15d & Final-5d)	40.0	0.2%	9,913
	vii	Review of Requirements / Testing Trace Matrix (2 Reviews: Draft-15d & Final-5d) (REVIEWS NOT IN TRANSCORE SCHED.)	100.0	0.6%	23,485
	viii	Oversight of Integration of Toll Host, MCI & Legacy CSC/VPC (10d)	26.0	0.2%	7,399
	ix	Oversight & Review of Factory Acceptance Testing (FAT) (5d)	0.0	0.0%	-
		Review of Factory Acceptance Test (FAT) Plan, Procedures & Scripts (2 Reviews: Draft-15d & Final-5d)	65.0	0.4%	14,604
		Observe Factory Acceptance Test (FAT) (1d)	59.0	0.3%	12,047
		Review of Factory Acceptance Test (FAT) Report (2 Reviews: Draft-15d & Final-5d)	56.0	0.3%	12,600
5	018.13.L	PHASE III - PM OVERSIGHT - IMPLEMENTATION, INSTALLATION, COMMISSIONING & TESTING	6,127.0	35.7%	1,443,168
	i	General Program Management & Coordination of Implementation Activities (225 wks) (VERIFY THIS???)	0.0	0.0%	-
	ii	Review of Installation Plans, Documentation & Report Submittals	0.0	0.0%	-
		(Task Deleted)	16.0	0.1%	4,623
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	2.0	0.0%	578
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156

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Project Estimating and Pricing Model

	Labor Estimate		Hours	Total Price
iii	Support for Authorization of Equipment Delivery & Installation	0.0	0.0%	-
iv	Oversight & Review of Implementation of CFX Training Center	0.0	0.0%	
	CFX Training Center Design Documentation (3 Reviews: Outline-10d, Draft-15d & Final-5d)	14.0	0.1%	3,155
	Overight of Implementation of CFX Training Center	15.0	0.1%	3,394
v	Oversight & Review of Training Activities	0.0	0.0%	-
vi	Oversight & Review of Implementation of Toll Host Environment Subsystems (i.e. Toll Host, Reporting, TVAS, IPS, MOMS, LENS, etc.)	0.0	0.0%	-
	Review of Installation Plans	0.0	0.0%	-
	Review Toll Host Walk-thru & Installation Plans (3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)	31.0	0.2%	7,526
	Oversight & Review of Implementation / Installation Activities	0.0	0.0%	-
	Implementation of Toll Host Environment Subsystems (5d)	13.0	0.1%	2,816
	(Task Deleted)	4.0	0.0%	1,156
	(Task Deleted)	8.0	0.0%	2,312
	(Task Deleted)	8.0	0.0%	2,312
	Review of As-Built Documentation - Toll Host (1 Review: Final-5d)	20.0	0.1%	4,889
vii	Oversight & Review of Testing for Toll Host Interface & Interoperability	0.0	0.0%	-
	Review of Test Plans	0.0	0.0%	-
	(Task Deleted)	8.0	0.0%	2,312
	Toll Host Environment Interface & Interoperability Testing Plan (2 Reviews: Draft-15d & Final-5d)	18.0	0.1%	4,311
	Final Image Processing (IPS) Test Plan (2 Reviews: Draft-15d & Final-5d)	72.0	0.4%	16,882
	Oversee & Review of Test Activities	0.0	0.0%	-
	(Task Deleted)	4.0	0.0%	1,156
	(Task Deleted)	12.0	0.1%	3,468
	Final Image Processing (IPS) Test (13d)	133.0	0.8%	31,131
	Review of Test Reports	0.0	0.0%	-
	(Task Deleted)	8.0	0.0%	2,312
	Toll Host Environment Interface & Interoperability Test Report (2 Reviews: Draft-15d & Final-5d)	18.0	0.1%	4,311
	Final Image Processing (IPS) Test Report (2 Reviews: Draft-15d & Final-5d)	65.0	0.4%	15,202
viii	Oversight & Review of Implementation of Toll Plaza & Toll Lane / Toll Zone - Initial Stage	0.0	0.0%	
	Review of Installation Plans	0.0	0.0%	
	Plaza 1 Walk-thru & Installation Plans - Coral Hills (3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)	29.0	0.2%	7,340
	Oversight & Review of Implementation / Installation Activities	0.0	0.0%	
	Plaza 1 Installation Plaza - Coral Hills (58d)	0.0	0.0%	-
	Plaza 1 Installation Toll Lanes, ORT Toll Zones, Ramps - Coral Hills (58d)	0.0	0.0%	
	Review of As-Built Documentation - Toll Plaza & Toll Lane / Toll Zone - Initial Stage (1 Review: Final-5d)	18.0	0.1%	4,311
ix	Oversight & Review of Testing for Initial Stage Plaza	0.0	0.0%	-
	Review of Test Plans	0.0	0.0%	-
	System Component Test Plan (2 Reviews: Draft-15d & Final-5d)	19.0	0.1%	5,084
	System Initial End-to-End Test (SIETET) Plan, Procedures & Script (2 Reviews: Draft-15d & Final-5d)	80.0	0.5%	19,186
	Plaza Acceptance Test (PAT) Plan (2 Reviews: Draft-15d & Final-5d)	80.0	0.5%	19,186
	Oversee & Review Test Activities	7.0	0.0%	1,538
	System Component Testing (7d)	7.0	0.0%	1,617
	System Initial End-to-End Testing (SIETET) (10d)	127.0	0.7%	30,339
	Plaza Acceptance Testing (PAT) (30ed)	127.0	0.7%	30,339
	Review of Test Reports	0.0	0.0%	
	System Component Test Report (2 Reviews: Draft-15d & Final-5d)	18.0	0.1%	4,311
	System Initial End-to-End Test (SIETET) Report (2 Reviews: Draft-15d & Final-5d)	66.0	0.4%	15,441
	Plaza Acceptance Test (PAT) Report (2 Reviews: Draft-15d & Final-5d)	66.0	0.4%	15,441

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Project Estimating and Pricing Model

		Labor Estimate		Hours	Total Price
	x	Oversight & Review of Staged Plaza Group Site Installation & Commissioning Tests - (17 Plaza Groups)	0.0	0.0%	-
		Review of Installation Plans	0.0	0.0%	
		Plaza/Lane/Zone/Ramp Walk-thrus & Installation Plans - (17 Plaza Groups) (Each Plaza Group: 3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)	534.0	3.1%	135,732
		Oversight & Review of Implementation / Installation Activities	0.0	0.0%	-
		Installation & Commissioning Plaza 2 - Goldenrod (12d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 4 - Wekiva "A" (202) (12d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 3 - Forest Lake (56d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 5 - Independence (36d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 6 - Beachline Main (42d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 7 - Dallas (32d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 17 - Wekiva "B" (206) (12d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 18 - Wekiva "C" (205) (12d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 8 - John Young (64d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 9 - Boggy Creek (66d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 10 - Curry Ford (62d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 11 - University (55d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 12 - Hiawassee (58d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 13 - Pine Hills (62d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 14 - Conway EB & WB Group (82d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 15 - Dean (58d)	8.0	0.0%	1,855
		Installation & Commissioning Plaza 16 - Osceola Parkway (24d)	8.0	0.0%	1,855
		Support for Development & Review of Installation Punch Lists - (17 Plaza Groups) (Each Plaza Group: 5d)	225.0	1.3%	49,570
		Review of As-Built Documentation - (17 Plaza Groups) (Each Plaza Group: 1 Review: Final-5d)	225.0	1.3%	49,570
	xi	Oversight & Review of Testing for 17 Plaza Groups	0.0	0.0%	
		Review of Test Plans	0.0	0.0%	
		System Component Test Plans - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)	77.0	0.4%	19,855
		Plaza Acceptance Test Plans (PAT) - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)	77.0	0.4%	19,855
		Oversee & Review Test Activities	0.0	0.0%	
		System Component Testing (17 Plaza Groups) (Each Plaza Group: 7d) (Total 119d)	732.0	4.3%	169,244
		System Installation & Commissioning Testing (17 Plaza Groups) (Each Plaza Group: 7d) (Total 119d)	766.0	4.5%	178,103
		Plaza Acceptance Testing (PAT) (17 Plaza Groups) (Each Plaza Group: 30ed)	766.0	4.5%	178,103
		Review of Test Reports	0.0	0.0%	
		System Component Test Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)	484.0	2.8%	112,228
		System Installation & Commissioning Test Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)	484.0	2.8%	112,228
		Plaza Acceptance Test (PAT) Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)	484.0	2.8%	112,228
6	018.14.L	PHASE IV - PM OVERSIGHT - FINAL SYSTEM ACCEPTANCE	734.0	4.3%	171,284
	i	General Program Management & Coordination	0.0	0.0%	-
	ii	Oversight & Review of Final System Acceptance Testing (SAT) - (17 Plaza Groups)	0.0	0.0%	-
		Review of Test Plan for SAT	104.0	0.6%	24,775
		Oversee & Review Testing	352.0	2.1%	84,054
	iii	Review of Phase IV Submittals	180.0	1.0%	40,451
	iv	Support for Final System Acceptance	98.0	0.6%	22,005
7	018.15.L	PHASE V - PM SUPPORT - WARRANTY PERIOD	0.0	0.0%	-
	i	General Program Management & Coordination	0.0	0.0%	-
		Total Hours	17,159	100.0%	3,596,455
		Total Hours %	100.0%		

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Project Estimating and Pricing Model

ODCs Estimate

				Category	Travel		
				Name	Mileage (Non GEC Staff)	Mileage (GEC Staff)	Home
					Quantity		
1	0	0			0.0	0.0	-
		i					-
2	018.01.L		PROGRAM MANAGEMENT & COORDINATION		10,200.0	0.0	5,865
		i	General Program Management & Coordination (based on TC Proposal Schedule 4 yrs, 8 mos; 243 wks; or 56 mos)		0.0		-
		ii	Kickoff Meeting - CFX & Atkins		75.0		43
		iii	Project Kickoff Meeting (CFX & Contractor)		75.0		43
			Project Status Monitoring				-
			Project Progress Meetings - Prep, Attend, Follow-up (26 mtgs/yr x 4 yrs 8 mos Up to 122 mtgs max. @ 2 4 hrs/mtg)		9,750.0		5,606
			Monthly Progress Reports (@ 1 hr/doc x 56 mos)				-
		iv	Review Project Schedule Updates (@ 1 hr/doc x 56 mos)				-
		v	Document Control, Administration & Archive (56 mos x 20hr/mo + 40hr set-up)				-
		vi	Document Reviews				-
			Contract Administration				-
			Contractor Invoice Processing (56 invoices x 7.8hr/invoice)				-
		vii	Change Order Processing (Up to 10 CO's @ 34 hr each max.)		200.0		115
		viii	Project Close-out		100.0		58
		ix	Project Management & Administration (based on TransCore (TC) Proposal Schedule 4 yrs, 8 mos; 243 wks; or 56 mos)				-
3	018.11.L		PHASE I - PM OVERSIGHT - SYSTEM DESIGN DEVELOPMENT		300.0	0.0	173
		i	General Program Management & Coordination (24 wks)				-
		ii	Mobilization (14 wks)				-
		iii	Review of PM Documentation				-
			Program Management Plan (2 Reviews: Update Prelim-15d & Final-5d)				-
			Quality Assurance / Quality Control Plan (3 Reviews: Outline-5d, Draft-15d & Final-5d)				-
			Safety Plan (3 Reviews: Outline, Doc & Final) (3 Reviews: Outline-5d, Draft-15d & Final-5d)				-
			Configuration Management Plan (3 Reviews: Outline-15d, Draft-15d & Final-5d)				-
		iv	Business Rules Discovery & Development (4 wks)				-
			Business Rules Discovery Notes (incl. w/PDR Documentation Task)				-
			Business Rules Deliverable (incl. w/PDR Documentation Task)				-
		v	Ovesight of System Design Development				-
			System Architecture (70d [Revise/Update System Requirements) (based on TC Proposal Sched. 70 work days; 14 wks; or 3				-
			System H/W Design Oversight (140d [Equipment Design & Development] (based on TC Proposal Sched. 140 work days; 28 wks; or 7 mos))				-
			System S/W Design Oversight (90d [S/W & System Interface Dev., Config & Unit Testing] (based on TC Proposal Sched. 90 work days; 18 wks; or 4 1/2 mos))				-
			Interface Control Documentation (ICDs) (90d [S/W & System Interface Dev., Config & Unit Testing] (based on TC Proposal Sched. 90 work days; 18 wks; or 4 1/2 mos))				-
			System Network Evaluation (20d)				-
		vi	Review of System Design Deliverables				-
			(Task Deleted)				-
			Master Test Plan Update (3 Reviews: Update Prelim-15d & Final-5d)				-
		vii	Design Review Support - Preliminary Design Review (PDR)				-
			Preliminary Design Review (PDR) Documentation (2 Reviews: Outline-15d & Draft-20d)				-
			Preliminary Design Review (PDR) Meeting (1d)		150.0		86
			Preliminary Design Review (PDR) Meeting Notes (2 Reviews: Draft-15d & Final-5d)				-
		viii	Design Review Support - Detail Design Review (DDR)				-
			Detail Design Review (DDR) Documentation (1 Review: Draft-20d)				-
			Detail Design Review (DDR) Meeting (1d)		150.0		86
			Detail Design Review (DDR) Meeting Notes (2 Reviews: Draft-15d & Final-5d)				-
4	018.12.L		PHASE II - PM OVERSIGHT - SYSTEM INTEGRATION & TESTING		300.0	0.0	173
		i	General Program Management & Coordination (140d) (based on TC Proposal Sched. 140 work days; 28 wks; or 7 mos)				-
		ii	(Task Deleted)				-
		iii	(Task Deleted)				-
		iv	(Task Deleted)				-
		v	(Task Deleted)				-
		vi	Oversight & Review of Installation Design				-
			Pre-Installation Walk-thru - CFX Data Centers Toll Host Environment (2 days)		75.0		43
			Hardware Installation & Shop Drawings (3 Reviews: Outline-10d, Draft-15d & Final-5d)				-
			Pre-Installation Walk-thru - Plaza / Lane System (2d) (ACTIVITY NOT IN TRANSCORE SCHED.)		75.0		43
			Lane System H/W Installation & Shop Drawings (3 Reviews: Outline-10d, Draft-15d & Final-5d)				-
		vii	Review of Requirements / Testing Trace Matrix (2 Reviews: Draft-15d & Final-5d) (REVIEWS NOT IN TRANSCORE SCHED.)				
		viii	Oversight of Integration of Toll Host, MCI & Legacy CSC/VPC (10d)		75.0		43
		ix	Oversight & Review of Factory Acceptance Testing (FAT) (5d)				
			Review of Factory Acceptance Test (FAT) Plan, Procedures & Scripts (2 Reviews: Draft-15d & Final-5d)				
			Observe Factory Acceptance Test (FAT) (1d)		75.0		43
			Review of Factory Acceptance Test (FAT) Report (2 Reviews: Draft-15d & Final-5d)				
5	018.13.L		PHASE III - PM OVERSIGHT - IMPLEMENTATION, INSTALLATION, COMMISSIONING & TESTING		13,600.0	0.0	7,820
		i	General Program Management & Coordination of Implementation Activities (225 wks) (VERIFY THIS???)				
		ii	Review of Installation Plans, Documentation & Report Submittals				

ATKINS

Atkins North America

Project Estimating and Pricing Model

ODCs Estimate

	Name	Travel		Home
		Category		
		Mileage (Non GEC Staff)	Mileage (GEC Staff)	
	(Task Deleted)			-
	(Task Deleted)			-
	(Task Deleted)			-
	(Task Deleted)			-
	(Task Deleted)			-
	(Task Deleted)			-
	(Task Deleted)			-
iii	Support for Authorization of Equipment Delivery & Installation			-
iv	Oversight & Review of Implementation of CFX Training Center			-
	CFX Training Center Design Documentation (3 Reviews: Outline-10d, Draft-15d & Final-5d)			-
	Overight of Implementation of CFX Training Center	50.0		29
v	Oversight & Review of Training Activities			-
vi	Oversight & Review of Implementation of Toll Host Environment Subsystems (i.e. Toll Host, Reporting, TVAS, IPS, MOMS,			-
	Review of Installation Plans			-
	Review Toll Host Walk-thru & Installation Plans (3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)	75.0		43
	Oversight & Review of Implementation / Installation Activities			-
	Implementation of Toll Host Environment Subsystems (5d)	75.0		43
	(Task Deleted)			-
	(Task Deleted)			-
	Review of As-Built Documentation - Toll Host (1 Review: Final-5d)			-
vii	Oversight & Review of Testing for Toll Host Interface & Interoperability			-
	Review of Test Plans			-
	(Task Deleted)			-
	Toll Host Environment Interface & Interoperability Testing Plan (2 Reviews: Draft-15d & Final-5d)			-
	Final Image Processing (IPS) Test Plan (2 Reviews: Draft-15d & Final-5d)			-
	Oversee & Review of Test Activities			-
	(Task Deleted)			-
	(Task Deleted)			-
	Final Image Processing (IPS) Test (13d)	150.0		86
	Review of Test Reports			-
	(Task Deleted)			-
	Toll Host Environment Interface & Interoperability Test Report (2 Reviews: Draft-15d & Final-5d)			-
	Final Image Processing (IPS) Test Report (2 Reviews: Draft-15d & Final-5d)			-
viii	Oversight & Review of Implementation of Toll Plaza & Toll Lane / Toll Zone - Initial Stage			-
	Review of Installation Plans			-
	Plaza 1 Walk-thru & Installation Plans - Coral Hills (3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)	75.0		43
	Oversight & Review of Implementation / Installation Activities			-
	Plaza 1 Installation Plaza - Coral Hills (58d)	100.0		58
	Plaza 1 Installation Toll Lanes, ORT Toll Zones, Ramps - Coral Hills (58d)	100.0		58
	Review of As-Built Documentation - Toll Plaza & Toll Lane / Toll Zone - Initial Stage (1 Review: Final-5d)			-
ix	Oversight & Review of Testing for Initial Stage Plaza			-
	Review of Test Plans			-
	System Component Test Plan (2 Reviews: Draft-15d & Final-5d)			
	System Initial End-to-End Test (SIETET) Plan, Procedures & Script (2 Reviews: Draft-15d & Final-5d)			
	Plaza Acceptance Test (PAT) Plan (2 Reviews: Draft-15d & Final-5d)			
	Oversee & Review Test Activities			
	System Component Testing (7d)	75.0		43
	System Initial End-to-End Testing (SIETET) (10d)	75.0		43
	Plaza Acceptance Testing (PAT) (30ed)	75.0		43
	Review of Test Reports			-
	System Component Test Report (2 Reviews: Draft-15d & Final-5d)			
	System Initial End-to-End Test (SIETET) Report (2 Reviews: Draft-15d & Final-5d)			
	Plaza Acceptance Test (PAT) Report (2 Reviews: Draft-15d & Final-5d)			
x	Oversight & Review of Staged Plaza Group Site Installation & Commissioning Tests - (17 Plaza Groups)			-
	Review of Installation Plans			-
	Plaza/Lane/Zone/Ramp Walk-thrus & Installation Plans - (17 Plaza Groups) (Each Plaza Group: 3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)			
	Oversight & Review of Implementation / Installation Activities			
	Installation & Commissioning Plaza 2 - Goldenrod (12d)	50.0		29
	Installation & Commissioning Plaza 4 - Wekiva "A" (202) (12d)	50.0		29
	Installation & Commissioning Plaza 3 - Forest Lake (56d)	50.0		29
	Installation & Commissioning Plaza 5 - Independence (36d)	50.0		29
	Installation & Commissioning Plaza 6 - Beachline Maln (42d)	50.0		29
	Installation & Commissioning Plaza 7 - Dallas (32d)	50.0		29
	Installation & Commissioning Plaza 17 - Wekiva "B" (206) (12d)	50.0		29
	Installation & Commissioning Plaza 18 - Wekiva "C" (205) (12d)	50.0		29
	Installation & Commissioning Plaza 8 - John Young (64d)	50.0		29
	Installation & Commissioning Plaza 9 - Boggy Creek (66d)	50.0		29
	Installation & Commissioning Plaza 10 - Curry Ford (62d)	50.0		29

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Project Estimating and Pricing Model

ODCs Estimate

			Category	Travel		
			Name	Mileage (Non GEC Staff)	Mileage (GEC Staff)	Home
		Installation & Commissioning Plaza 11 - University (55d)		50.0		29
		Installation & Commissioning Plaza 12 - Hiawassee (58d)		50.0		29
		Installation & Commissioning Plaza 13 - Pine Hills (62d)		50.0		29
		Installation & Commissioning Plaza 14 - Conway EB & WB Group (82d)		50.0		29
		Installation & Commissioning Plaza 15 - Dean (58d)		50.0		29
		Installation & Commissioning Plaza 16 - Osceola Parkway (24d)		50.0		29
		Support for Development & Review of Installation Punch Lists - (17 Plaza Groups) (Each Plaza Group: 5d)				-
		Review of As-Built Documentation - (17 Plaza Groups) (Each Plaza Group: 1 Review: Final-5d)				-
	xii	Oversight & Review of Testing for 17 Plaza Groups				-
		Review of Test Plans				-
		System Component Test Plans - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)				-
		Plaza Acceptance Test Plans (PAT) - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)				-
		Oversee & Review Test Activities				-
		System Component Testing (17 Plaza Groups) (Each Plaza Group: 7d) (Total 119d)		4,760.0		2,737
		System Installation & Commissioning Testing (17 Plaza Groups) (Each Plaza Group: 7d) (Total 119d)		4,760.0		2,737
		Plaza Acceptance Testing (PAT) (17 Plaza Groups) (Each Plaza Group: 30ed)		2,380.0		1,369
		Review of Test Reports				-
		System Component Test Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)				-
		System Installation & Commissioning Test Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-				-
		Plaza Acceptance Test (PAT) Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)				-
6	018.14.L	PHASE IV - PM OVERSIGHT - FINAL SYSTEM ACCEPTANCE		200.0	0.0	115
	i	General Program Management & Coordination				-
	ii	Oversight & Review of Final System Acceptance Testing (SAT) - (17 Plaza Groups)				-
	iii	Review of Test Plan for SAT				-
	iv	Oversee & Review Testing		200.0		115
	v	Review of Phase IV Submittals				-
	vi	Support for Final System Acceptance				-
7	018.15.L	PHASE V - PM SUPPORT - WARRANTY PERIOD		0.0	0.0	-
	i	General Program Management & Coordination				-
		Total Qty		24600.0	0.0	14,145
		Total Price		**14,145.0**	**0.0**	

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
PBS&J

TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT
CONTRACT NO. 000702

CONTRACT DATE: AUGUST 25, 2010
CONTRACT AMOUNT: $725,000.00

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND TECHNICAL PROPOSAL

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND TECHNICAL PROPOSAL

FOR

TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

CONTRACT NO. 000702

AUGUST 2010

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Mark C. Filburn, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Richard T. Crotty, Ex-Officio Member

Executive Director

Michael Snyder, P.E.

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CONTRACT NO. 000702
TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

This Contract (the "Contract" as defined herein below), is made this 26th day of August, 2010, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and PBS&J, 482 South Keller Road, Orlando, Florida 32810, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide assistance in the evaluation and selection process for procurement of a new toll collection system and related tasks as may be assigned to the consultant by the AUTHORITY and identified as Contract No. 000702; and,

WHEREAS, on or about May 28, 2010, the AUTHORITY issued a Request for Letters of Interest seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of three (3) qualified firms that responded to the Request for Letters of Interest and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing assistance in the evaluation and selection process for procurement of a new toll collection system as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other consultants or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services, including the Security Policy and Contractor Security Guidelines Handbook
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONSULTANT, and
1.5 The Fee Proposal submitted by CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three hundred (300) calendar days from the date established in the Notice to Proceed from the AUTHORITY. The term may be extended if mutually agreed to by the parties.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the

AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is not-to-exceed $725,000.00

3.2 AUTHORITY agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultant. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another CONSULTANT doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONSULTANT shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONSULTANT

agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY's program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services

6. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONSULTANT shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Contract.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)

include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such polices and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY's Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONSULTANT to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONSULTANT acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONSULTANT acknowledges that it has read the Ethics Policy and, to the extent applicable, CONSULTANT will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

13. NONDISCRIMINATION

CONSULTANT, its employees, officers, agents, and subconsultants shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

15. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

17. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Fee Proposal.

19. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, or matter.

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

22. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien

in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Contract for cause.

23. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

23.4 Obligations upon expiration or termination of the Contract; and

23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and

24.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on 8/25, 2010.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

CONSULTANT

By: _____

SENIOR VICE PRESIDENT
Title

ATTEST: _____ (Seal)

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SCOPE OF SERVICES
TOLL SYSTEM REPLACEMENT CONSULTANT SERVICES

1.0 DESCRIPTION

The Consultant shall provide assistance in the evaluation and selection process for procurement of a new toll collection system. The Consultant shall work closely with Authority staff to identify the need for upgrades for the Authority's toll collection systems including host and back office systems, plaza systems, in-lane systems, maintenance systems and violation enforcement systems. Both hardware and software solutions shall be investigated, evaluated and reported.

At the Authority's option and sole discretion, the firm may also be engaged in Phase 2 of this project which is to assist the Authority with the actual implementation of the system changes identified in Phase 1 as described below.

The Authority wishes to have procurement packages ready for issuance no later than March 1, 2011.

2.0 PROJECT BACKGROUND

The Authority is engaged in an ongoing effort to systematically improve its entire transportation management system. As part of that effort, the Authority's Board approved a strategic plan which called for a two phased approach to updating the existing toll collection systems. The first phase called for a system upgrade which was designed to support operations until the second phase – a partial system replacement – could be accomplished. The upgrade was completed as planned and the Authority is now ready to begin the second phase and replace components of the toll collection system. In order to proceed, the Authority needs to revisit the strategic plan to be sure the goals are still compatible with its operational needs. As part of this effort, a review of today's toll system market as well as an evaluation of the Authority's existing technologies is also needed. Once these evaluations are complete the Authority can move forward with the system replacement project.

2.1 Schedule

The following is the summary schedule for Tasks 1 to 10.

Notice to Proceed	Sept 1, 2010	
Kickoff Meeting	Sept 2, 2010	
Submittal Set 1	Oct 1, 2010	Tasks 1,2, 3
Review Period by Expressway Authority	Thru Oct 8, 2010	
Review Conference Period 1	Oct 12-13, 2010	
Submittal Set 2	Nov 5, 2010	Tasks 4, 5, and 6 (Test Plan and Functional Requirements)
Review Period by Expressway Authority	Thru Nov 12, 2010	
Review Conference Period 2	Nov 15-16, 2010	
Submittal Set 3	Dec 13, 2010	Tasks 6, 7 draft
Review Period by Expressway Authority	Thru Dec 21, 2010	
Review Conference 3	Dec 21-22, 2010	
Submittal Set 4	Jan 31, 2011	Pre-final Tasks 1-10
Review Period by Expressway Authority	Feb 7 – Feb 14, 2011	
Review Conference 4	Feb 17-18, 2011	
Final Submittal of Procurement Documents to Authority	Feb 24, 2011	

2.2 Submittals

For each task and subtask, a deliverable is listed with descriptive bullets or notes. The Consultant will use brief Tech Memos (Technical Memoranda) to present specific issues or subjects of discussion for the Authority. Larger roll-up documents for more formal presentations will be in the form of Reports. As major tasks or Reports are completed, the Consultant will also provide PowerPoint slides for Authority use, possibly with executive management or Board meetings. Depending on Authority preferences, the Consultant may also be asked to participate in or make presentations, or only provide materials. Submittals will be delivered and posted to the SharePoint site by 11:00a eastern time on due dates

The Consultant will support review times and revisions for all submittals.

3.0 PROJECT TASKS

3.1 Assignments to the Consultant may include, but are not necessarily limited to, the following:

3.1.1 Industry Overview

Prepare an industry overview identifying firms currently in the marketplace that are providing system solutions to toll agencies. Review and report on the system solutions in place at other leading toll agencies. Identify other agencies with similar programs and needs and identify the systems in use there and how they might meet the Authority's needs.

Analysis shall include an examination of the current direction of the industry and how multi-state and regional interoperability plays into the systems and technologies recommended.

An evaluation of industry practices with regard to rights involving system source code shall be included along with a recommendation to be used in the procurement process.

Determine if there are toll system contracts with other toll agencies within the State of Florida that the Authority could potentially leverage by "piggybacking". Provide a list of contacts at these agencies to allow agency-to-agency follow up.

- Deliverable 1 - **Industry Overview Tech Memo** (Delaney)
  - Prepare a tabular summary of
    - Toll industry firms currently in the market place providing solutions to toll agencies,
    - Key features and functions of current systems recently deployed or are under development, and how they could apply to the Expressway Authority, Sample areas to look at will include:
      1. Multi-Lane Free-Flow (express lanes) architecture,
      2. Automatic vehicle classification,
      3. Issues related to image capture and processing,
      4. Transaction format and processing,
      5. Integration of video / violations into overall system.
  - Review multistate and regional interoperability, to include potential consideration of the E-ZPass Group and the Alliance for Toll Interoperability,

- Review industry practices regarding ownership and retention of source code. Identify available Florida toll system contracts for "Piggybacking,"

3.1.2 Stakeholder Interviews

Using a prepared standard list of interview questions to include items such as current system short-comings and potential future needs. Conduct interviews in three meetings of several people at each, followed by an executive review meeting. Prepare a written summarization of the interviews with a discussion of common findings.

➢ Deliverable 2 - **Stakeholder Interview Tech Memo** (Kristlibas – Miller)

3.1.3 Evaluate Current System

Review the Authority's current system technology and prepare a summary document. The summary document shall include a diagram of the existing toll collection system components and their relationships with each other. It shall also include the following items for each hardware and software component in each portion of the analysis:

- description and purpose of the component
- interdependencies between the component and other components
- current support/maintenance status
- expected end-of-life
- a discussion of risks
- a recommendation of whether or not the component should be replaced or upgraded
- a proposed timeline for each replacement/upgrade recommended
- A discussion of whether the component could be acquired separately or as a subset of other components.
- an anticipated cost for each recommended replacement/upgrade
- A GAP analysis showing the current level and what is currently available and in use in leading tolling organizations

➢ Deliverable 3a - **Lane / Plaza Tech Memo** (Berg) – an assessment of strengths and weaknesses of each roadside item listed below with respect to physical condition, physical or functional obsolescence, and suitability for incorporation into a new overall system. Sample items and categories of items include:

- Plaza System Functions, Hardware and Software
- Conventional Lanes
  - Lane Controller and System
  - Coin Machines
  - In-Booth Equipment
  - Automatic Vehicle Classification Equipment
  - VES Equipment
  - AVI Equipment
- Multi-Lane Free Flow (Express) Lanes
- Typical Diagrams showing interrelationships of components being evaluated
  - Conventional Lanes
  - Express Lanes
  - Mainline Plazas
  - Ramp Plazas

➢ Deliverable 3b – **Host System Tech Memo** (Hofstetter) – an assessment of the strengths and weaknesses of the Host/CSC/VPC system and architecture, applications and databases.

- Hardware and Operating System Software
- Oracle Software
- Transaction Processing
- CSC Application and Subsystems
  - TRIMS
  - IVR
  - Other Interfaces and Subsystems including interfaces to vendors such as printing companies
  - Interoperability Considerations
- VPC Application and Subsystems
  - Image Review Application
  - TRIMS
  - Violation Processing
  - Interfaces including DMV
- Supplemental Servers such as Reports Server

- Typical Diagrams – Host Environment
- Accounting impacts and opportunities to enhance financial integration to gain efficiencies during TCS upgrade (KPMG).
- Findings from previously completed evaluation by KPMG.

➢ Deliverable 3c –**Today's Business Rules Summary Tech Memo** (Kristlibas) – a summary that captures current Business Rules in order for the Authority stakeholders to assess what should remain and what may need to be added.

➢ Deliverable 3d – **Summary Report** (Hevia or Bausher)

➢ Deliverable 3e – **Review Conference 1 NEEDS ASSESSMENT Agenda, Handouts, Minutes.** (Miller)

3.1.4 System Upgrade Plan

Prepare an overview summarizing both short-term and long-term plans for upgrading/replacing system components. The plan shall include a discussion of the feasibility of multiple vendors providing different system components and shall include an evaluation of the advantages/disadvantages of using a single vendor versus multiple vendors.

A timeline shall be included as well as the ordering of the component replacements. The interdependencies shall also be addressed in the timeline. Special attention shall be paid to addressing how the components can be upgraded/ replaced with the minimum interruption to traffic, system users and protection of the Authority's revenue stream.

➢ Deliverable 4 – **System Upgrade Tech Memo** (Bausher)

- High-level concept of the system upgrade to include new elements, how they are integrated with existing systems, subsystems or components,
- Contract organizational concept:
  - (Single vs. multiple vendors),
  - (Delineation of multiple contracts),
  - (Assignment of responsibilities),
- Timeline considerations
- Initial transition and migration concepts
- Vendor responsibility considerations
- Recommendations.

3.1.5 Procurement Method Evaluation

Advise the Authority on procurement methods recently used by other agencies on comparable system acquisition projects. Evaluation shall include the pros and cons of each procurement method and shall take the Authority's procurement policies into consideration.

- Deliverable 5 – **Procurement Methods Table** (Hevia)
  - Procurement methods used:
    - RFP,
    - ITN,
    - Existing contact change order,
    - Vendor Supply,
    - Labor Rates and Task-Order Based,
    - Other.
  - Contract types:
    - Performance-based system,
    - Milestone-based development,
    - Lease-Purchase vs. Purchase,
    - Maintenance Option Considerations.
    - Existing contact change order,
    - Vendor Supply,
  - Timeline considerations.

3.1.6 Develop Requirements and Acceptance Criteria

Prepare documentation detailing technical and functional requirements for each component slated for replacement/upgrade. Also establish system acceptance criteria for the components to be replaced/ upgraded. High level capacity and performance requirements to be tested shall be included for each component that will be upgraded/ replaced that addresses the interdependencies of the components. All requirements will either be testable or verifiable, and tests will be for the component level, subsystem level as well as total system end-to-end testing.

The list of component and subsystems could include the following sample items depending on the results of the previous submittals:

- **Deliverable 6a – Test Program (Hofstetter – Berg)**
- Deliverable 6b - **Lane / Plaza Functional Draft Requirements** (Berg).

- Plaza System,
- Conventional Lanes
  - Manual Operations
  - Coin Machine Operations
  - E-Pass Operations
  - Automatic Vehicle Classification Equipment
- Multi-Lane Free Flow Lanes
- Lane / Plaza Capacity and Performance Requirements for Testing

➢ Deliverable 6c – **Host System Draft Functional Requirements** (Hofstetter)

- System Functions
- System Interfaces
- Transaction Management
- Transaction Audit Support
  - Transaction exception reviews and amendments,
  - Activity report reconciliation and disposition of irreconcilable exception transactions,
- Cash Operations Audit
  - Reports and reconciliations of deposits, collector reports, system activity reports and bank deposits.
- MOMS
- Host System Capacity and Performance Requirements for Testing
- Enterprise Integration and Reporting Functional Requirements (KPMG)
  - Integration of **back office systems to GL**
  - **Reconciliation requirements**
  - **Operational** reporting requirements
  - Financial reporting requirements
  - Other financial requirements (e.g., PCI, SAS70, etc.)

➢ Deliverable 6d – **Customer Service Center and VPC Draft Functional Requirements** (Kristlibas)

- CSC Functions

- CSC Interfaces
  - IVR
  - 3rd Party Payment Channels – out of system account-replenishment network.
  - Interoperability
  - Rental car companies and other commercial accounts,
  - Parking facility interfaces,
  - Citations to court,
- CSC Business Rules Requirements
- VES Image Processing
- Out-of-state license plate lookup
- Invoicing and Invoice Management
- Account Statements
- Account Management Audit / Accounts Receivables Audit
  - Reconciliation of transactions to account balance changes,
  - Invoice / Violation Notice Aging Reports,
- CSC Capacity and Performance Requirements for Testing – e.g. call center system load capacity, image processing,.

➢ Deliverable 6f – **Upgrade Plan and Functional Requirements Summary Report** (Hevia or Bausher) – this will be a compilation of the work completed to this point for review as an integrated whole.

➢ Deliverable 6g – **Review Conference 2 UPGRADE PLAN Agenda, Handouts, and Minutes.** (Miller).

The following tasks will be developed after Review Conference 2, as their level of detail could depend on upgrade plan decisions made at the conference. All lists in Deliverables 6aa through 6dd below represent possible categories which could change based on the results of submittal sets 1 and 2.

- Deliverable 6aa - **Lane / Plaza Technical Requirements** (Berg)
  - Plaza System Technical Requirements
    - Network Requirements
  - Lane Controller System Technical Requirements
    - Transaction Message Requirements
    - Lane Control Hardware Requirements
    - Lane Control Software Requirements
    - Automatic Vehicle Classification Equipment
  - Lane Subsystem Technical Requirements
- Deliverable 6bb – **Host System Technical Requirements** (Hofstetter)
  - System Requirements
  - Hardware Requirements
  - Software Requirements
  - Transaction Audit Support
  - Cash Operations Audit
  - MOMS
  - Interoperability Requirements
- Deliverable 6cc – **Customer Service Center Technical Requirements** (Kristlibas)
- Deliverable 6dd – **Enterprise Integration and Reporting Technical Requirements** (KPMG)
  - Financial and Reporting Performance Requirements

3.1.7 Scope of Work

Prepare a Scope of Work describing major project deliverables as well as a preliminary schedule, plan for testing, and a preliminary transition plan for system cutover. If it is determined that more than one vendor could be selected to provide different system components, multiple Scope of Work documents may be required. In addition, if appropriate, a plan for coordination and oversight of multiple vendors shall be provided.

- Deliverable 7a – **Scope of Work – General** (Bausher) (Note this section may apply to one contract or multiple contracts).
  - Submittals
    - Design Submittals
    - Interface Control Documents
    - Installation
    - System-integrator-supplied: As-Installed Drawings, Cut Sheets, Serial Numbers, Warranty and Maintenance Documentation
    - Software Licenses and Escrow / Code
  - Installation Design Requirements
  - Warranty and Maintenance Services
  - Program Support Services (, Contractor Management During Design, Development and Testing, Training Programs)
- Deliverable 7b – **Scope of Work - Lane / Plaza Upgrade, Migration and Testing Program** (Berg)
- Deliverable 7c – **Scope of Work - Host Upgrade, Migration and Testing** (Hofstetter)
- Deliverable 7d – **Scope of Work - CSC Upgrade and Migration** (Kristlibas/ Hevia)
- Deliverable 7e – **Review Conference 3 DRAFT PROCUREMENT SET Agenda, Handouts, Minutes.** (Miller).

3.1.8 Risk Analysis

Prepare a formal analysis of project risks. Identify and categorize all potential real and perceived risks. Identify controls that are required to mitigate the identified risks as well as monitor them throughout the process.

- Deliverable 8 – **Risk Analysis** (KPMG)

Identify, categorize and prioritize risks and proposed mitigation techniques **for the TCS Project.**

- Format/layout by Conference 1
- Initial draft by Conference 2
- Enhanced draft by Conference 3

PBS&J technical staff will support KPMG in consultation on this task development, particularly as it relates to the identification and mitigation of technical risks.

3.1.9 Cost Estimate

Develop a cost estimate framework that will be used for both this task and the procurement. Develop a preliminary cost estimate for replacement/upgrade items to be used as a funding guideline. This shall include both the procurement of the components and their installation and potential maintenance costs.

The cost estimate shall be at a detail level that clearly shows estimated costs for each system component.

- Deliverable 9a – **Initial System Quantities and Tabulations** (Hevia – Chen) (to be submitted with Submittal Package 1 for Conference 1).
- Deliverable 9b – **Preliminary Cost Estimates** (Hevia – Chen) (to be submitted with Submittal Package 2 for Conference 2).
- Deliverable 9c – **Draft Cost Estimates** (Hevia – Chen) (to be submitted with Submittal Package 3 for Conference 3).
- Deliverable 9d – **Final Cost Estimates** (Hevia – Chen) (to be submitted with Submittal Package 4 for Conference 4 and will include blank forms for bidding purposes.

3.1.10 Assist with Preparation of Formal Procurement Package

Based on the procurement method selected, provide assistance in the development of the formal Request for Proposals (RFP), Request for Quotations (RFQ), or similar solicitation package.

- Deliverable 10 – **Draft Procurement Package** (Miller – Kristlibas). The Consultant shall provide technical support to the Authority's procurement department in review and potential augment to Authority terms and conditions and ensuring that technical sections prepared by the consultant fit in the Authority procurement package(s). Work areas could include:
  - Procurement schedule milestones requirements, evaluation weighting and details,

- Software Licensing
- Service Level Agreements

3.1.11 Evaluation Process

Assist the Authority with the evaluation of proposals and provide assistance through the award of contract(s).

The PBS&J Team recognizes there are many variables at this stage, and therefore we suggest that a level of effort is used at this point to estimate costs for services in support of the Authority. Contemplated support offered during two specific stages would include:

1 – During Vendor Proposal Preparation – the PBS&J team will provide assistance in tracking and answering potential vendor questions, assist with pre-bid meetings and field views and in issuing addenda as needed.

2 – Proposal Submittal Evaluation – the PBS&J team will support the Authority in reviews of the proposals in terms of

a- Vendor Qualifications

b- Vendor Technical Responses

c- Pricing Analysis for balanced bids and "apples to apples" comparisons.

d- "Best Value" assessment for Authority Recommendation.

The reviews will be provided in summary and detail to assist Authority evaluation team in scoring the proposals.

4.0 CONSULTANT REPORTING

The Consultant shall provide a written status report on a weekly basis in conjunction with the weekly project progress meeting. This report shall contain status on all items in progress, the total time worked broken out by individual assigned for the week, and the planned activities for the upcoming week. The consultant will submit weekly labor charges from the timecard entry system along with the monthly summary of all hours worked by task with each monthly invoice along with direct expenses and sub-consultant fees.

5.0 TERM OF CONTRACT

Work shall commence upon issuance of a written Notice to Proceed from the Authority. Services to be provided shall be completed by the Consultant within 300 calendar days from the date established in the Notice to Proceed.

End of Section

Orlando-Orange County Expressway Authority

Contractor Security Guidelines Handbook

Version 3.2

June 6, 2010

AMENDMENT REGISTER

Version No	Version Date	Amendment Description	Amended By
1.0	August, 2004	Original Version	Neal Jones, MSXI
1.1	November, 2005	Added Updates Required for PCI compliance	Bill Brownsberger, MSXI
2.0	October, 2006	Added Streaming Video and Audio Restrictions	Joann Chizlett
2.1	December, 2006	Added Instant Messaging Restriction	Bill Brownsberger, MSXI
2.2	May, 2008	Added file sharing and torrent sites Restrictions	Joann Chizlett
2.3	February, 2009	Rewrite and Reformat	Rene Rodrigue
3.0	November, 2009	Draft to Final	Rene Rodrigue
3.1	February, 2010	Vendor Exceptions	Rene Rodrigue
3.2	June 6, 2010	Added Enhancements for Remote Access	Rene Rodrigue

Signature: Director of IT

Date:

1. Security. It's more than you might think.



Security is more than just your username and password. It's a work style in which, as contractors, you are conscious of actions and scenarios that provide opportunity for harm. Potential security risks arrive in many different forms: physical access, hard copy documents, soft copy documents, emails, system breaches, mobile media (CD's, DVD's, tapes, file sharing, file transfers), mobile networking and telephony just to name a few. Security is not just about protecting data processing resources; it's also about protecting information. Resource outages are costly both in lost productivity and lost revenue. It affects the level of service provided to OOCEA's clients.

Information loss, most notably theft, raises the level of damages incurred as this not only affects OOCEA, but also has the possibility to inflict harm on OOCEA's clients. New threats to information security are introduced each and every day. As such, this document cannot possibly account for all situations that may arise as you perform your daily job functions. The most important point to remember is: if you are ever unsure of the proper course of action to take in a given situation or you believe a security breach has occurred, consult your supervisor immediately.

1.1. Why is security important to the OOCEA?

OOCEA's clients depend on you to help ensure the safety of the information they provide. Whether that information is provided via fax, online through the web, postal or through the telephone, the client is entrusting you to handle that information securely. OOCEA works extremely hard to maintain a reputation within the community that is respected and admired. Loss of public confidence as a result of preventable security breaches can take months if not years to repair.

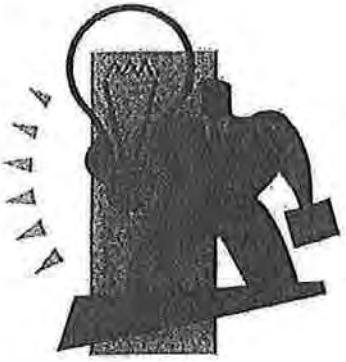
1.2. Why should security be important to you?



By safeguarding OOCEA information resources, you are doing your part to protect the tools necessary to perform your job functions in addition to helping ensure that OCCEA can continue its mission. There may also be federal and local laws that govern the proper use of resources and information. You could be held personally accountable and perhaps fined or even jailed for security violations or lack of due diligence. OOCEA reserves the right to take appropriate disciplinary action up to and including termination when abuses occur. Remember, if there is ever a situation in which you are unsure as to the proper course of action, consult your immediate supervisor.

2. Contractor Responsibilities.

2.1. What are my responsibilities?



Part of the goal of the security program is to ensure that everyone understands and accepts the vital role they play as individuals in protecting OOCEA's resources. Whether you're an employee, contractor or intern, information and resource security starts with you. Contractors are defined under this policy as anyone who is not an OOCEA employee and who has access to OOCEA's information and computing resources.

Your responsibilities are listed in greater detail later on so be sure to read and familiarize yourself with the entire document; however, the following is a summary of some of your responsibilities:

- You must periodically review, understand and accept your information and resource security responsibilities.
- You must maintain awareness of information and security policies by participating in OOCEA's security training program and reviewing this handbook. This item does not apply to vendors providing 'adhoc' support such as upgrades, troubleshooting or configuration services.
- You should discuss with your supervisor any security policies or procedures you do not understand.
- You must protect OOCEA information in your possession from theft, loss, damage and unauthorized activities including disclosure, modification, deletion and misusage. Immediately report any loss, theft or damage to resources.
- You must obtain, use or disclose OOCEA information only in an authorized fashion and only for authorized purposes.
- You must exercise due diligence to prevent accidental modification, deletion or erroneous input of data.
- You must act responsibly so as to ensure the ethical use of OOCEA information resources.

3. Suspected Breaches. What should you do?

3.1. What constitutes a violation?

As above, you should immediately report any suspected breach of OOCEA's security policy to your supervisor. If your supervisor is unavailable, then follow your escalation procedures. By reporting the suspected incident immediately, you may help lessen the impact to OOCEA and its customers.

- A suspected breach is any incident or activity that has occurred or is in progress which threatens the integrity, availability or confidentiality of OOCEA's computing resources and/or the information stored within. Incidents also include any nonobservance of OOCEA's security policies.
- Examples include: a) unauthorized use or access of data b) loss or theft of laptops and/or mobile devices c) unauthorized disclosure, modification or destruction of information.

4. Resource Auditing and Monitoring.

OOCEA reserves the right to audit and monitor the use of information resources at any time to ensure accountability of those resources and to detect and proactively scan for violations. It is imperative that you understand that OOCEA may monitor use of its resources at any time.

4.1. Privacy.



You should not have any expectation of privacy or anonymity while using OOCEA information resources, including but not limited to electronic mail, Internet access, written communications, telephone conversations, etc. Use of OOCEA's resources constitutes consent to monitoring, storage, retrieval or disclosure of any information transmitted, stored or received on and/or within OOCEA's resources.

Avoid the use of OOCEA resources for anything you wish to keep private.

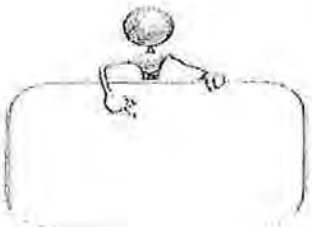
5. Acceptable Use of OOCEA Resources

With acceptable use guidelines, you are generally more concerned with what is not acceptable as opposed to what is acceptable. Good judgment, common sense and restraint all play key roles in keeping your actions within acceptable use parameters. Obviously, authorized use includes official use which is in accordance with your job functions and responsibilities.

Data maintained by the IT department includes credit card information belonging to customers of the Authority. As such, great care must be taken in the protection of this information. All technology utilized within the Authority's cardholder data environment must be capable of being authenticated, at a minimum, with a user id and password, where applicable.

The IT department will maintain a list of all removable electronic media, laptops, pdas, etc. that access the cardholder environment. All uses of technology, including removable electronic media, laptops, desktops and pdas, etc. that are expected to access the cardholder data environment and are not the property of the Authority must be approved in writing by the IT department and inspected by the HelpDesk. If you are uncertain as to whether your device qualifies as part of the cardholder data environment, contact the IT department.

5.1. What is Acceptable?



- Use of OOCEA's electronic mail, telephone systems and Internet access for personal needs while allowed should be limited and should not incur any cost to OOCEA (*e.g.* non-emergency personal long distance phone calls). The use of such resources should not come at the expense of your primary job duties and responsibilities.
- When using the resources above for personal reasons understand that OOCEA may audit or monitor the use of said resources. As stated before, if you desire a communication be kept private, do not utilize OOCEA resources.
- If ever a situation or circumstance is not documented within this document, by OOCEA or your department, seek guidance from your supervisor.

5.2 What Is Not Acceptable?

- You may not use OOCEA information systems to maintain or support a personal private business for anyone, including yourself. This prohibition includes personal activities that are for commercial purposes, that support "for profit" activities or are intended to generate income, or that support other outside employment or business activity for pay, sales or administration of business transactions, sale of goods or services, etc.
- You may not access or disseminate material that is offensive or harassing in nature, including material that disparages others based on race, religion, ethnicity, gender, sexual orientation, age, disability or political affiliation.
- You may not access or disseminate sexually explicit or sexually oriented messages, images or sounds.
- You may not acquire, use, reproduce, transmit or distribute any controlled information including computer software and data, privacy information, copyrighted or trademarked material or material with other intellectual property rights or proprietary information without authorization.
- You may not disseminate trade secrets or business sensitive information, except as permitted by law or regulation, including posting agency information to external newsgroups, bulletin boards, blogs or other public forums without authorization.
- You may not store, transmit or process confidential data, such as credit card data, except as authorized.
- You may not conduct any personal activity that could create the perception that the communication was made in your official capacity as an OOCEA contractor or employee, unless appropriate OOCEA approval has been obtained.
- You may not access, create or download material related to illegal activities (e.g. gambling, illegal file swapping, software piracy, etc.)
- You may not perform any action that would otherwise go against OOCEA's Code of Conduct.
- You may not send unsolicited email messages such as spam and/or create copy, transmit or retransmit chain letters or other unauthorized mass mailings, regardless of the subject matter.
- You may not use OOCEA's systems as a platform to gain unauthorized access to data or other systems.
- You may not access information resources, data, equipment or facilities in breach of any restriction on use. You may not access OOCEA resources that are not necessary for the performance of your duties.
- You may not make unauthorized changes to OOCEA computer resources, including installation of unapproved software or interference with security measures (e.g. modification to audit trails or antivirus software).
- You may not add components or devices (e.g. PDAs, cameras, zip drives etc.) to OOCEA desktops and/or laptops without approval from the IT department.

5.2 What Is Not Acceptable? cont'd

- You may not copy proprietary software or licenses or OOCEA business data for personal or other non-OOCEA use.
- You may not perform unauthorized security scanning, network monitoring or data interception that is not part of your regular job duties.
- You may not use another person's computer account under any circumstances. In addition, you may not use another person's computer unless it is required as part of your job function, i.e. you are the lan administrator or Help Desk support.
- You may not reveal system passwords to anyone who is not specifically authorized to use them. This includes revealing account passwords to others, including family and other household members, when OOCEA work is being done at home.
- You may not knowingly, without authorization, introduce a program into OOCEA's environment that could hamper normal computer operations (*e.g.* virus, spyware, malware, worm)
- You may not intentionally corrupt or damage any information resource.
- You may not remove any OOCEA resource from OOCEA premises without authorization.
- You may not deny or interfere with the legitimate use of resources by other OOCEA personnel.
- You may not otherwise break any existing information security law, rule, regulation, OOCEA policy or implementing procedure.
- The use of instant messaging (*e.g.* Windows Messenger) is strictly forbidden unless specifically approved by OOCEA's IT Director.
- The use of file sharing and torrent sites (*e.g.* downloadable software, movies, music, video, file sharing, etc.) is strictly prohibited. These sites pose a significant security risk to OOCEA's information resources.
- You may not conduct any personal use that could cause congestion, delay or disruption of service to any OOCEA resource. Streaming audio (music, radio stations) and/or video (web cams, YouTube, etc) and others such as Internet games and sports are a small sample of prohibited uses.
- You may not disable or alter in any manner, including password changes, the Administrator (admin) account on any system under the control of the IT Department. This includes your workstation (desktop) and / or laptop.
- For individuals working with E-PASS customers, no unencrypted PANs (Personal Account Number /Credit Card Number) may be sent over any end-user messaging, i.e. email, chat, IM (Instant Messaging), Windows Messenger, text messaging, etc.
- Connections from within OOCEA's internal network to any OOCEA employee or contractor owned resource is prohibited. As examples, contractors may not connect to at home networks or personal computers for the purpose of viewing surveillance cameras, performing maintenance, testing or other outside activities.

- Contractors will only use Authority systems, information and equipment in a manner consistent with the contractor's job function and requirements. Authority resources are to be used for Authority business only.

6. Access to OOCEA Resources.

You may only access resources to which you have been authorized and you may not circumvent the permissions granted to your accounts in order to gain access to unauthorized information resources.

6.1. Screening and Authorization

Access to OOCEA resources is limited to those persons who have been appropriately screened and authorized. Any access granted to you to OOCEA resources will be based on the requirements of your job function. The three bullet items listed below, under Section 6.1, do not apply to vendors providing adhoc support such as upgrades, troubleshooting or configuration services.

- Contractors will undergo a background check before their employment status is finalized.
- Contractors must have either a background security check on file or must be bonded by their employer in favor of OOCEA to cover any damages resulting from a security violation caused by one or several of their employees.
- Contractors who are responsible for the configuration of network security devices (e.g. firewalls) will read and follow the *"Guidelines on Firewalls and Firewall Policy"* issued by NIST. Special Publication 800-41. Available at www.nist.gov.

6.2. Passwords and UserIDs

OOCEA reduces the risk of excessive or unauthorized disclosure of its information resources through the application of userIDs and passwords. Your access to OOCEA information resources is limited to the access required for you to perform your job duties. You are responsible for safeguarding your username and password. Choosing passwords which are easily guessed or inappropriately storing username and password combinations can be subject to disclosure and misuse by unauthorized persons.

6.3. Guidelines for Choosing an Effective Password.

You will be held responsible for any activity initiated by your userID and password. In order to help protect your logon credentials, adhere to the following rules:

- In the event of a breach, real or suspected, change your password immediately.
- Do not lend or divulge your userID/password to other persons.
- Change your password immediately upon your initial logon and then again every 90 days. If you suspect your password has been compromised, you should change your password immediately and notify your supervisor.
- Never make your password visible on a screen, in written form (e.g. sticky notes) or on any other device unless it is secured in an approved, locked area.
- Never hide your passwords in seemingly clever places (e.g. under keyboards, under desk tops, behind pictures, under mouse pads, etc.).

- When leaving your computer for longer than a brief moment and always when leaving the physical area, you must either logout or invoke another security mechanism such as a password protected screensaver.
- Never disclose passwords in electronic mail.
- Avoid using the "remember password" features on websites.
- Your password should be at least 8 characters and contain a combination of letters, numbers and special characters.
- You may not use the same password at OOCEA that you use for non-OOCEA accounts (*e.g.* personal accounts at home).
- Your password cannot be reused for at least four changes. If your password has at one time been compromised, it may never be reused.
- You may not use passwords that contain your login id. For example, if your login is your last name, first initial and middle initial, (e.g. smithcm, for Charlie Michael Smith), you must not use 7RTsmithcm.
- You may not use a null password, i.e. a blank password.
- Your password should not contain any proper noun or the name of any person, pet or fictional character.
- Your password should not be any word contained in any dictionary regardless of the language.
- Your password should not contain any employee or contractor id, serial number, social security number, birth date, telephone number or any personally identifiable information about the creator of the password.

7. Remote Access



What is remote access? Anytime you are not directly connected to OOCEA's network, you are using remote access. You could be connected via the Internet from home, a hotel or other location. You could be utilizing a dialup connection. Remote dialup always poses an increased risk to an organization. Approval must be obtained from the IT Department for any remote access. Upon approval, instructions will be provided for establishing a secure connection to the network.

When using remote access methods you must follow these guidelines:

- Observe all of the same security policies when accessing OOCEA information resources remotely that you would while at the office.
- Personal equipment, such as a home computer, used to connect to OOCEA's non-cardholder environment resources must have an approved antivirus program installed and be configured with the latest software updates. Definition files must remain up to date.
- Storage of OOCEA confidential customer information, such as credit card data, on non-OOCEA computers is strictly prohibited.
- You must protect your remote access credentials in the same manner as afforded your userIDs and passwords.

- You must not remain connected while your remote access device (*e.g.* home computer) is unattended by you. Your session and vpn connection must only be connected while doing authorized work.
- Immediately report any suspected unauthorized use of your remote access account.
- All external, i.e. remote, access to any machine in OOCEA's cardholder data environment must be through a company, i.e. contractor's employer, owned, approved and managed device. OOCEA approved anti-virus software must be installed with definition files kept up-to-date at all times. In addition, security patches must be kept up-to-date. These devices will be made available to OOCEA for inspection on a quarterly basis.
- All remote access connectivity, i.e. VPN, is configured to timeout after thirty (30) minutes of inactivity.
- All remote access connectivity, i.e. VPN, is configured to require re-authentication after eight (8) hours of continuous connectivity.
- See "Wireless Networking" if you have or intend to use a wireless device for remote access.

8. Mobile Computing

Mobile computing involves any device that is "mobile" in nature and can store or process information. For example, laptops, PDAs (*e.g.* Blackberry) and test equipment such as network sniffers and/or analyzers are considered mobile devices.

- You must take all reasonable precautions to protect mobile devices from loss, theft, tampering and damage. Immediately report any loss, theft, tampering or damage to your supervisor.
- You must ensure the device is not used by unauthorized persons or for unauthorized purposes.

9. Electronic Mail

Electronic mail is one of the most popular vehicles for infecting systems. By exercising even a small amount of caution, OOCEA's risk from this avenue can be greatly reduced.

- You are not permitted to use OOCEA email systems for any prohibited purposes.
- Do not open attachments from senders you do not recognize or attachments which you are not expecting.
- SPAM and chain letters are strictly forbidden.
- You should report suspicious emails to the IT Department. DO NOT forward the email.
- If you suspect your machine has been infected, power it off or disconnect the network connection immediately.

- Use extreme caution when releasing your OOCEA provided email address to sites on the Internet. Release of this information should be limited to business partners and/or vendors.

10. A Word About Viruses.

Ever spent an entire day rebuilding a PC that's been compromised by malicious software or paid someone else to do it? Imagine the potential destructive nature of viruses in an organizations infrastructure. Being diligent in protecting OOCEA from malicious software requires everyone's participation not just the IT Department's. Do your part.

- You are prohibited from unloading, disabling or removing antivirus software for any reason unless doing such is a necessary part of your job function (*e.g.* You are the HelpDesk specialist and you must remove the antivirus software before an upgrade or migration to another antivirus software package can begin).
- As before, any computer used for remote access to OOCEA's network must have approved antivirus software and the latest updates installed. Definitions must be up to date.
- Power off, unplug or disconnect the network connection of your computer if it becomes infected or you suspect it has been infected.
- Again, never open any files attached to an email from an unknown, suspicious or untrustworthy source. Delete the attachments and empty the trash folder. Clear the recycle bin as well.
- Delete spam, chain and other junk mail without opening it or forwarding it.
- Do not download files from unknown or suspicious sources. If a site requests a program be installed, CANCEL the installation.
- Perform a scan on all downloaded files or portable media brought in from outside of OOCEA.

11. Storage Media Protection.

Storage devices are ever increasingly mobile today. Memory sticks, also known as flash drives, as well as external hard drives can be easily purchased. USB connectivity makes these drives plug-n-play anywhere. This along with CDs, DVDs, Zip drives and tapes pose a potential risk. All of these technologies must be handled, stored, and when the time arrives, disposed of properly in order to protect the data they may contain. You must adhere to the following guidelines when handling OOCEA information:

- All storage media used outside OOCEA's environment must be scanned for viruses prior to use.
- You are responsible for backups of any data which is not stored on an OOCEA server (*e.g.* you've stored information on your local C:\ drives as opposed to one of the file servers).
- You must immediately report the loss, theft, tampering or unauthorized access or damage of any storage media that contains confidential information.

12. Wireless Networking

OOCEA does not permit the use of wireless networking at its facilities. Contractors are strictly forbidden from connecting any wireless router / switch (*e.g.* LinkSys, Belkin, Dlink, Netgear etc.) at OOCEA's facilities. With that stated, OOCEA recognizes that contractors may have wireless networking devices in use at home. Wireless devices require additional measures to help ensure the protection of OOCEA's resources when connecting remotely.

Are the terms "mac address filtering", WPA, WPA2, WEP and SSID broadcasting completely foreign to you? Before remotely connecting to OOCEA's network via a wireless connection, you are required to:

- Obtain approval from your immediate supervisor stating the need for remote access.
- Safeguard wireless devices in your possession by at a minimum disabling SSID broadcast, enacting mac address filtering and employing an encryption algorithm such as WPA or WPA2. See the IT Department if you have questions concerning this requirement.
- Personal equipment, such as a home computer, used to connect to OOCEA's information resources must have an approved antivirus program installed and be configured with the latest software updates. Definition files must remain up to date.

13. Physical Access

Have you ever walked into a computer room and seen someone you didn't know? After gaining access to your workplace environment, have you ever held the door open for a stranger walking behind you and assumed they had a right to be there. No one is suggesting that you demand identification for everyone you do not know or that you endanger your own personal safety. As a public entity, many guests will visit OOCEA facilities; however, situations such as the following should raise your awareness:

- Never grant access to an unfamiliar individual or group of individuals through side doors. Anyone you are unfamiliar with who is requesting access to the building should be directed to the lobby entrance.
- If you are approached by unknown individuals within the building and asked for access to restricted areas, always request their OOCEA contact point and notify this individual(s). Never grant access simply on the basis of being given an employee / contractor / contact name within OOCEA.
- Report any stolen or lost security badge immediately to the Facilities Department.
- Never share your pin with anyone.
- When visitors outside of OOCEA's environment are expected in your area, remove any confidential information from plain view. This includes printer output that you may have left on the printer or tray box. In addition, if viewing confidential information, monitors should be positioned in a manner to obstruct viewing by unauthorized persons.

- Always password-protect your systems when leaving the area, even if for a brief moment. Extra diligence with this precaution should be taken when outside contractors, vendors or visitors are in the area.
- As always, common sense plays a critical role in protecting the physical boundaries of OOCEA's environment. With that stated, you must immediately report any suspicious activity, incident or condition to your supervisor.

14. What else can I do?

Above all else, stay informed and become a security conscious individual. This document cannot account for all the possible threats or actions that can put OOCEA's information resources at risk. If there is ever a situation or action you are unsure of, consult your immediate supervisor.

You can further protect OOCEA, its clients and yourself by visiting sites such as http://www.ftc.gov/bcp/menus/consumer/tech/privacy.shtm and http://www.ftc.gov/spam/ to learn more about security topics.

15. Florida in the Sunshine Law

As a contractor, understand the Orlando-Orange County Expressway Authority is a local government agency subject to the requirements of the "Florida in the Sunshine Law". With that understanding, all email, originating from or sent to an Orlando-Orange County Expressway Authority owned resource, is considered public record. This includes but is not limited to all email downloaded to the Authority from webmail and similar applications. You should exercise caution when storing information that originated outside of the Authority on a system owned by the Authority as said information could be subject to "Florida in the Sunshine Law" regulations

Orlando-Orange County Expressway Authority

Security Policy

Version 3.0

November 24, 2009

AMENDMENT REGISTER

Version No	Version Date	Amendment Description	Amended By
1.0	August, 2004	Original Version	Neal Jones, MSXI
1.1	November, 2005	Added Updates Required for PCI compliance	Bill Brownsberger, MSXI
2.0	October, 2006	Added Streaming Video and Audio Restrictions	Joann Chizlett
2.1	December, 2006	Added Instant Messaging Restriction	Bill Brownsberger, MSXI
2.2	May, 2008	Added file sharing and torrent sites Restrictions	Joann Chizlett
2.3	October, 2009	Rewrite and Reformat	Rene Rodrigue
3.0	November, 2009	Draft to Final	IT / Finance Dept

I. Introduction to Security Policy

Computer information systems and communications networks are integral and critical parts of the Orlando-Orange County Expressway Authority's (Authority) business operations. The Authority has made a substantial investment to establish and protect these systems and the misuse of information or systems can do irreparable harm to the Authority, its employees and customers. It is therefore vital that all Authority staff and contractors commit to safeguarding these resources. Those who have access to Authority data are to use the utmost care in its protection from unauthorized disclosure, alteration, destruction or publication. Anyone responsible for the willful and negligent handling of the Authority's systems, data or equipment shall be properly disciplined, up to and including termination and/or filing of a complaint with law enforcement.

The Authority maintains many data files that are considered highly confidential from which negative consequences would ensue should the information be published or otherwise divulged negligently or maliciously. All confidential data must be treated as confidential with access limited to those whose access is required to perform their assigned duties. Staff is directed to implement security procedures that outline the care to be exercised by all employees and contractors related to Authority systems and equipment. In all cases where the correct course of action is uncertain, employees should always seek guidance from their supervisor or human resources representative. Contractors should seek guidance from their immediate supervisor and/or Authority contract point person.

The Authority reserves the right, without notice or warning, at any time, to audit and / or monitor the use of Authority systems, data and / or equipment for the purpose of ensuring compliance with this and other security related documents such as the 'Employee Security Guidelines Handbook' and 'Contractor Security Guidelines Handbook'.

II. Security Policy

A. All computer system data and customer information that is maintained by the Authority, whether electronic or hardcopy, is considered to be confidential unless specifically defined as open to the public.

B. All Authority employees and contractors are required to obtain written permission to disclose Authority information to anyone other than Authority employees or contractors who need the information to conduct their official business. All other requests for information, except for inquiries from the media, shall be routed through the Authority's Records Custodian who will determine if information is legally public record prior to its release. If there is any doubt as to the information's legal status, General Counsel shall be consulted. Requests for information from the media shall be routed through the Marketing and Communications Department.

C. All employees and contractors must adhere at all times to the processes, procedures and guidelines as set forth in their respective 'Security Guidelines Handbook', i.e. the 'Employee Security Guidelines Handbook' or the 'Contractor Security Guidelines Handbook'. Failure to adhere with the provisions of these respective documents, as applicable to employee or contractor, could result in disciplinary action up to and including termination. Additionally, civil penalties and fines could also apply. The above documents are living documents and they will change from time to time in order to add, delete or modify processes, procedures and / or guidelines.

D. Employees and contactors will only use Authority systems, information and equipment in a manner consistent with the employees and / or contractor's job function and requirements. Authority resources are to be used for Authority business only.

E. You may not access or disseminate material that is offensive, harassing or illegal (ex. software piracy) in nature, including but not limited to material that disparages others based on race, religion, ethnicity,

gender, sexual orientation, age, disability or political affiliation. In addition, you may not access or disseminate sexually explicit or sexually oriented messages, images or sounds.

F. Emplo yees will only utilize software provided and installed by the Authority's Information Technology Department. Additionally, you may not acquire, use, reproduce, transmit or distribute any controlled information including computer software and data, privacy information, copyrighted or trademarked material or material with other intellectual property rights or proprietary information without the IT Department's authorization.

G. All systems and equipment (workstations, laptops, desktops, servers, etc.) shall be secured and password protected when not attended.

H. For all systems under the control of the IT Department, the Administrator (admin) accounts cannot be disabled or altered in any way except by LAN Administrator or HelpDesk personnel. Any exception must be approved in writing by the IT Department.

I. All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.

J. All contractors who have access to sensitive and / or confidential information, including customer information, will be bonded by their employers and proof of such shall be available to the Authority upon request.

K. All employees will undergo a background check prior to employment and may be rechecked at any time during the employee's tenure.

L. Al l employees are required to attend, on an annual basis, security awareness training.

III. Director and Deputy Director Responsibilities

A. Ensure that all personnel under their supervision are aware of and comply with policies and procedures as related to the individual's job function.

B. Supervisors must ensure each of their reports receives from Human Resources a copy of this policy and the respective employee or contractor version of the 'Security Guidelines Handbook'. Employees and contractors are to acknowledge in writing both receipt and understanding of the requirements of the respective document. The signed acknowledgement is to be placed in either the employee's personnel file or contractor's file as applicable. Acknowledgement and receipt must occur on an annual basis.

C. Ensure proper disciplinary processes are followed when violations of this and other security procedures occur.

EXHIBIT B

METHOD OF COMPENSATION

Exhibit B
METHOD OF COMPENSATION
TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Consultant for the services set forth in Exhibit "A", Scope of Services. The services shall be provided over the duration of the work specified in Section 2 of the Contract.

2.0 AMOUNT OF COMPENSATION

2.1 The Authority agrees to pay the Consultant for the performance of authorized services described in Exhibit "A" an amount not to exceed $725,000.00 for the term of the Contract, such amount hereinafter referred to as the Maximum Limiting Amount.

2.2 Compensation for services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by the Authority. This method of payment is intended to compensate the Consultant for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

3.0 ALLOWABLE COSTS

The Authority will reimburse the Consultant for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under the Contract are expressly made subject to the terms of (1) the Contract, (2) Federal Acquisition Regulations sub-part 31-2, (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of the Contract. Allowable Costs and Fees are defined as follows:

3.1 Direct Salaries and Wages: All direct salaries and wages of the Consultant for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions. The amount for salary related cost is based on unit rates for the Consultant's staff expected to be used to perform the required services. The Consultant, for the term of the Contract, will not be compensated for salary related costs in excess of those originally accepted by the Authority unless the Authority authorizes additional staff or costs by Supplemental Agreement.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour workweek. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs as detailed below:

3.1.1 Straight Overtime: The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead and fringe benefits.

3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the Authority's Project Manager.

3.1.3 Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the Consultant's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all of the Consultant's clients.

3.2 The multipliers applied to all Consultant direct salaries and wages as total compensation for the Consultant's administration overhead and burden costs (indirect charges) and the Consultant's operating margin (profit and risk) are shown in Exhibit C, Fee Proposal.

3.3 Expenses: A not-to-exceed amount of $18,570.00 has been negotiated to pay for miscellaneous and out-of-pocket Consultant expenses. All non-local Consultant and subconsultant travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061. The Consultant shall earn a portion of the lump sum portion of the expenses ($4,500.00) in the amount equal to such lump sum equally distributed over the term of the Contract. Any balance due the Consultant upon completion of the project shall be paid in the final invoice.

3.4 Subconsultant Costs: Compensation will be based on actual costs of subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the Authority. Subconsultant fees, as authorized by the Authority, will be passed through the Consultant at cost. In lieu of administrative mark-up, the Consultant will charge time and reimbursable costs associated with the management administrative charges to oversee and administer subconsultants.

4.0 METHOD OF COMPENSATION

Unless increased, no more than the Maximum Limiting Amount provided for in Section 2.0 above will be paid by the Authority to the Consultant as follows, subject to the provisions of Section 3.0 above:

4.1 The Consultant will be reimbursed monthly for services performed. Payment to the Consultant will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times the appropriate overhead rate and operating margin multipliers, expenses and subconsultant costs for actual work performed. The Consultant shall promptly pay all subconsultants their proportionate share of payment received from the Authority.

4.2 The Consultant shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the Authority. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Exhibit B. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.3 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payment previously withheld shall be released and paid to Consultant promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT:

5.1 Final Audit: The Consultant shall permit the Authority to perform or have performed an audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Contract are subsequently properly disallowed by the Authority because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such disallowed amounts are due to the Authority upon demand. Further, the Authority shall have the right to deduct from any payment due the Consultant under any other contract between the Authority and the Consultant an amount sufficient to satisfy any amount due and owing the Authority by the Consultant under the Contract. Final payment to the Consultant shall be adjusted for audit results.

5.2 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant shall either submit a termination invoice for an amount due or refund to the Authority for the overpayment, provided the net difference is not zero.

End of Section

EXHIBIT C

DETAILS OF COSTS AND FEES

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000702
23-Aug-10

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluaton Process	Major Deliverable QA/QC and Proj Mgmt	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
														0	$0.00	
Walter Kristlibas	$82.00		40	64	12		64	70				160	0	410	$33,620.00	
Tom Delaney	$80.53	40						10					24	74	$5,959.22	
Brian Spence	$74.52	12								16			16	44	$3,278.88	
Phil Miller	$75.24	16	40	24	24	12	40	80	16	16	40	160	120	588	$44,241.12	
Chris Bausher	$64.32				120		80	80				80	0	360	$23,155.20	
Erik Berg	$60.58			80	40		40	80	16			80	0	336	$20,354.88	
Mike Davis	$68.51										40		80	120	$8,221.20	
Bob Lagalta	$55.29				24		120	40	16	40				240	$13,269.60	
Luis Hevia	$44.13			48		40	140	40		60			0	328	$14,474.64	
Kevin Yorke	$33.65			8	8		8	8						32	$1,076.80	
Hong-Ting Chen	$26.86			24		40		40		100			0	204	$5,479.44	
Chris Russo	$26.92						40	40		20			0	100	$2,692.00	
Evelyn Perez	$21.22	4	8	16	16	8	16	16		16	20		24	144	$3,055.68	
SUBTOTAL														0	$3,055.68	
TOTAL		72	88	264	244	100	548	504	48	268	100	480	264	2,980	$176,878.66	$60.03

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	72	$5,404.16	$16,212.65
Task 2 - Stakeholder Interviews	88	$6,459.36	$19,378.29
Task 3 - Evaluate Current System	264	$15,271.76	$45,815.77
Task 4 - System Upgrade Plan	244	$13,883.04	$41,649.56
Task 5 - Procurement Methods	100	$3,912.24	$11,736.85
Task 6 - Requirements & Acceptance Criteria	548	$30,324.92	$90,975.73
Task 7 - Scope of Work	504	$29,293.22	$87,880.60
Task 8 - Risk Analysis	48	$3,057.76	$9,173.38
Task 9 - Cost Estimate	268	$10,819.48	$32,458.79
Task 10 - Assist w/ Procurement Package	100	$6,174.40	$18,523.40
Task 11 - Evaluaton Process	480	$35,150.40	$105,452.32
Major Deliverable QA/QC and Proj Mgmt	264	$18,143.92	$54,432.34
TOTAL	**2,980**	**$177,894.66**	**$533,689.67**

TOTAL CONTRACT FEE COMPUTATIONS

PBS&J LABOR-RELATED COSTS	
Salaries	$178,878.66
Audited Overhead (OH) Rate	167.86%
Burdened Labor = Salary x (1 + OH Rate)	$479,144.38
Project Profit	12.00%
Project Profit	$57,497.32
Loaded Labor = Burdened x (1 + Profit)	$536,641.70
(Eff. Mult. OH + Profit = 300.003%)	
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	$18,570.00
Hofstetter Consulting Services LLC	$84,250.00
KPMG	$59,250.00
Add sub. support if Authority request- Task 11	$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	$182,070.00
TOTAL LABOR PLUS DIRECTS AND SUBS	$718,711.70
ROUNDED	$718,700.00

Orlando-Orange County Expressway Authority
DIRECT COSTS ROLLUP
Contract 000702
23-Aug-10

		Expense Categories					
Proposed Staff		Air Travel	Lodging Nights	Rental Car Days	Per Diem Meals		
Chris Bausher							
Erik Berg		5	18	18	18		
Hong-Ting Chen							
Mike Davis							
Tom Delaney							
Luis Hevia							
Walter Kristlibas		0	20	20	20		
Bob Lagatta							
Phil Miller							
Evelyn Perez							
Chris Russo							
Brian Spence							
Kevin Yorke							
TOTAL		5	38	38	38		

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Quantities	Estimated Unit Cost	Extended Costs	Note, Consultant will only bill actual travel expenses incurred and per-diem for meals during travel.
Air Travel	5	$800.00	$4,000.00	
Lodging Nights	38	$150.00	$5,700.00	
Rental Car Days	38	$70.00	$2,660.00	
Per Diem Meals	38	$45.00	$1,710.00	
Lump Sum - Miles, Tolls, Repro,, Tele., Sharepoint	1	$4,500.00	$4,500.00	
TOTAL			$18,570.00	

Hofstetter Consulting Services LLC
Subcontract Estimate

Task	Consultant	Estimated Hours	Hourly Rate	Est. Cost
Submittal Set 1	Sue Hofstetter	120	$150	$18,000
Submittal Set 2	Sue Hofstetter	160	$150	$24,000
Submittal Set 3	Sue Hofstetter	180	$150	$27,000
Submittal Set 4	Sue Hofstetter	32	$150	$4,800
Review Conference	Sue Hofstetter	32	$150	$4,800
Subtotal Hours		524		$78,600
Travel		Est. Per Trip Cost	# Trips	Est. Cost
3 trips @ 5 days	Sue Hofstetter	1250	3	$3,750
3 trips @ 3 days	Sue Hofstetter	950	3	$1,900
Subtotal Travel				$5,650
Subcontract Total Estimate				$84,250

Deliverable/ Task	Manager (C.Krepcho)	Partner (D.Dennis)	*Cross Totals*
Enterprise Issues T	45	3	*48*
Enterprise Functior	100	4	*104*
Enterprise Technic	15	4	*19*
Risk Assessment	85	4	*89*
Totals by Position	*245*	*15*	*260*
Rates by Position (	*$ 225*	*$ 275*	
Total Fees by Posit	$ 55,125	$ 4,125	$ 59,250

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

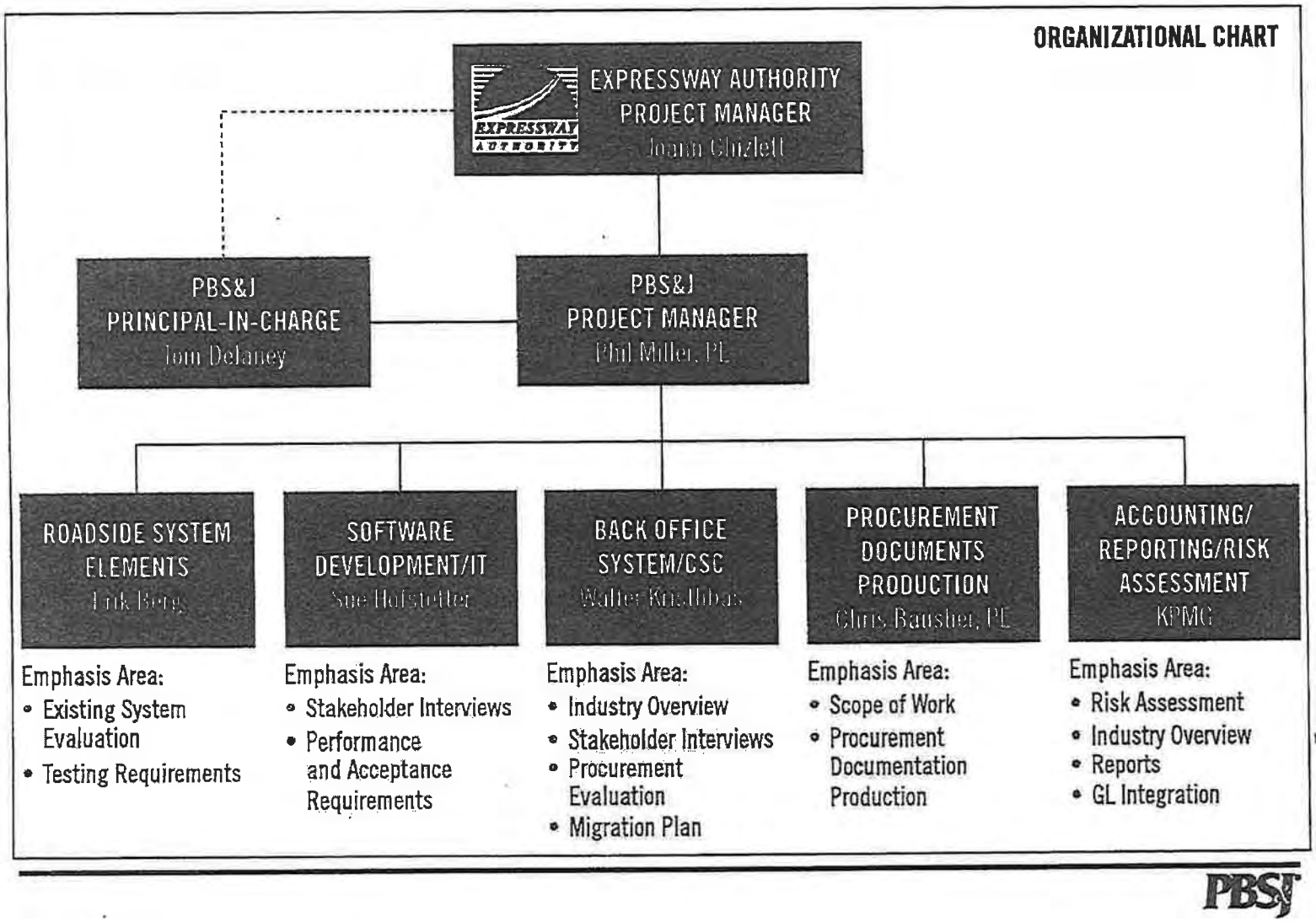

ORGANIZATIONAL CHART
EXPRESSWAY AUTHORITY
PROJECT MANAGER
Joann Chizlett
PBS&J
PRINCIPAL-IN-CHARGE
Tom Delaney
PBS&J
PROJECT MANAGER
Phil Miller, PE
ROADSIDE SYSTEM ELEMENTS
Erik Berg
SOFTWARE DEVELOPMENT/IT
Sue Hofstetter
BACK OFFICE SYSTEM/CSC
Walter Kruthaus
PROCUREMENT DOCUMENTS PRODUCTION
Chris Bausher, PE
ACCOUNTING/ REPORTING/RISK ASSESSMENT
KPMG
Emphasis Area:
• Existing System Evaluation
• Testing Requirements
Emphasis Area:
• Stakeholder Interviews
• Performance and Acceptance Requirements
Emphasis Area:
• Industry Overview
• Stakeholder Interviews
• Procurement Evaluation
• Migration Plan
Emphasis Area:
• Scope of Work
• Procurement Documentation Production
Emphasis Area:
• Risk Assessment
• Industry Overview
• Reports
• GL Integration
PBSJ

EXHIBIT E

TECHNICAL PROPOSAL

PBS&J

An employee-owned company

July 7, 2010

Mr. Claude Miller
Director of Procurement
Orlando-Orange County Expressway Authority
4974 ORL Tower Rd.
Orlando, Florida 32807

Re: Toll System Replacement Consultant
Contract No. 000702

Dear Mr. Miller:

The Orlando-Orange County Expressway Authority (Authority) is completing Phase I of its tolls strategic plan and preparing to upgrade the toll collection system to address current and future needs. PBS&J understands and appreciates the challenges the Authority is undertaking and wishes to provide assistance to help meet these challenges. The PBS&J team, comprised of **PBS&J, Hofstetter Consulting Services, LLC,** and **KPMG,** is confident we have the most qualified team and the greatest availability of resources to support the Authority in ultimately upgrading to the best technical and operational toll solution available.

The PBS&J team understands the Authority's urgent schedule request. We also recognize the significant attention to detail a toll revenue system upgrade project demands. We have the local team and resources necessary to support the immediate needs and the attention to detail required, and will provide close coordination with the Authority to enable a level of control and direction that efficiently involves the Authority's project team.

The PBS&J team brings leading national tolls expertise in roadside and host/back office systems to this project, as well as tolls engineering and finance. With an unmatched familiarity with the Authority organization and systems, this team will require virtually no learning curve. The PBS&J team provides solutions to minimize the risks encountered on toll projects, particularly on major toll system upgrades with respect to financial accuracy, customer service, operations, and schedule adherence.

Our local project manager, **Phil Miller, PE,** has served in major roles on several tolls projects in Florida, California, New York, Illinois, Indiana, and North Carolina, each of which broke new ground in some respect. It will be a privilege for Mr. Miller and the entire PBS&J team to serve you on your ground-breaking project—the successful migration of America's first major integrated toll system to the next generation of universal tolling. This system will function with or without cash operations, with complete integration of video and electronic tolling, with support for off-site payment channels or other services, and with future flexibility to accept new roadside or host technologies as they develop.

The PBS&J team looks forward to continued participation in your success and is dedicated to continual support of the Authority. We will provide the resources and expertise necessary to complete the work to your satisfaction.

If you have any questions or require additional information, please do not hesitate to contact either Tom Delaney at 407.806.4121 or by e-mail at tjdelaney@pbsj.com or our project manager, Mr. Miller at 407.806.4198 or by e-mail at philmiller@pbsj.com.

Sincerely,
PBS&J

Tom Delaney
Vice President/Division Manager
Principal-in-Charge

Phil Miller, PE
Associate Vice President
Project Manager

482 South Keller Road • Orlando, Florida 32810 • Telephone: 407.647.7275 • Fax: 407.647.4281 • www.pbsj.com

EXECUTIVE SUMMARY

The legacy and strength of the original advanced revenue collection system (ARCS) implemented by the Orlando-Orange County Expressway Authority (Authority) is evident. The fact that an information technology (IT) system is still in revenue collection mode after more than 15 years (even with updates, revisions, and various hardware and software upgrades) is testimony to the forward-thinking approach taken by the Authority when it launched its first toll operations system in the early 1990s, with the support of PBS&J and Sue Hofstetter. That legacy of forward-thinking continues today in the execution of the tolls strategic plan.

The PBS&J team presents our approach for the development and procurement of the upgrade project within this technical proposal. In the **Understanding and Approach** section, we discuss how each potential task in the request for proposals (RFP) will be addressed, as well as key related points and the proposed sequence and relationships of those tasks. In the **Organization and Management** section, we review how we will work within your contractor security guidelines and our corporate policies and procedures, and discuss how the local project management team will administer the project and support ongoing Authority liaison, oversight, and control.

Throughout the discussion we emphasize four points:

- We understand the urgency and significance of this project to the Authority.
- We bring local project management and intimate knowledge of the Authority's tolls infrastructure.
- We bring broad current tolls expertise from Florida and other similar projects across the country.
- We will provide risk identification, management, and mitigation throughout the project.

The PBS&J team recognizes this project's significance and the Authority's urgency in completing it—now is the time to move. The toll system is mission-critical, and some improvements are needed immediately. Yet the project must be developed systematically and comprehensively since the new toll system will be used for many years into the future. The upgraded system must be reliable, efficient, and flexible to meet the evolving needs of the Authority. The system must be able to maintain or exceed the 99.96 percent accuracy level with a transparent, auditable, and traceable record. To reach these goals, the PBS&J team will review the strategic plan and Phase I improvements and assist the Authority in identifying remaining issues and various ranges of options and solutions. We will also develop recommendations to support Authority decision making while providing quick, but deliberate support.

We offer an Orlando-centric team ready to support this project immediately. The project manager **(Phil Miller, PE)** and principal-in-charge **(Tom Delaney)** both live and work in Orlando, as do many of the professionals assigned to this project. All have lived in Florida and are familiar with operating conditions in the State. As a result, mobilization is not required. We can begin work immediately and be in close coordination to the degree necessary in meeting the needs of the Authority. This will ensure the most efficient use of time and resources. Mr. Miller will serve as the primary point of contact with the Authority project manager and will be readily available for on-site meetings as necessary, as will other local staff.

We offer an Orlando-centric team ready to support this project immediately.

The PBS&J team has carefully reviewed and analyzed the RFP and has responded to key points within this submittal. We have also looked beyond the listed requirements and articulated design or scope of work issues that we believe will bring value to the Authority. **PBS&J, Hofstetter Consulting Services, LLC**, and **KPMG**, have a pool of highly-qualified staff resources who provide expertise in the disciplines required for a successful system assessment and upgrade. Our team has current, comprehensive national expertise across the entire tolls spectrum. Our qualifications and resources span roadside toll operations, host/back office and customer service center (CSC) operations, tolls technology, IT technology, and knowledge of how the technology should be used in account management and financial reporting. Our professional team has ample experience in successful tolls procurements and can offer a range of strategies, solutions, options, and support to the Authority. The PBS&J team also has experience in successful data migrations from legacy to new systems with no losses in revenue or negative impacts on customers.

The PBS&J team melds breadth and depth of industry knowledge and in-depth knowledge of the Authority's existing toll system, toll operations, and requirements. PBS&J understands the tolling market in Florida and we are actively supporting almost all toll agencies in the State. This has allowed us to

become intimately knowledgeable of the other available contracts in Florida. PBS&J is very familiar with all roadside tolls issues and concerns, as well as advance preparations for the upcoming migration. Ms. Hofstetter was a key member of the management team on the original ARCS system and worked with the program for many years; KPMG is a current advisor to the Authority for toll financial issues. We will immediately provide close support to the Authority management team and be available to review work at the Authority's office at any time.

The PBS&J team understands the inherent risks of any major IT project, especially a migration of a revenue system from one generation to another. Risk areas include revenue, customer account accuracy, customer service, maintenance of internal operations during and after the transition, and scheduling and coordinating all project activities and areas. Our team is capable of identifying and mitigating project risks and has a proven track record of success. Finally, we understand the Authority's procedures and requirements for management of IT risk in adherence to the contractor security guidelines, to which the PBS&J team will adhere.

The **Understanding and Approach** section that follows addresses tasks individually. There are some areas we anticipate will be of particular concern that we are prepared to emphasize, including:

- Video technology and processes will be a concern for the roadside portions of the system and in fact, is currently being addressed with interim upgrades. Video technology and performance has been improving at a rapid rate and offers much greater reliability and suitability as a back-up vehicle identification system than in past years. The PBS&J team has current information and experience in this area which will be of great benefit to the Authority.
- Lane control for the multi-lane express lanes will also be a challenge. The PBS&J team is currently addressing this issue with TransCore's mulitlane radio frequency identification (RFID) design for other toll operators in Florida and elsewhere, and how that RFID design is supported with mulitlane lane controllers.
- In regard to the back office and CSC operations, the upgraded system will be required to address specific current challenges. For example, the current system's proprietary system software and interfaces, as well as some customer service features from the original ARCS deployment, may not meet today's business environment.
- The upgraded system will be required to be more secure, have open architecture or at least have open interfaces, be a more modular and flexible design, and be able to be modified and expanded as the Authority's needs grow or change. The need for enhanced integration of video and out-of-state vehicle tolling into the overall process can also be anticipated.
- Schedule will be critical for this fast-paced project. We will develop and maintain a project schedule with milestone dates, key decision points, and critical path items. We will assist the Authority with the decision-making process by providing descriptions of specific issues and decision points, identification of alternatives and potential impacts, and recommendations. This information will help the Authority make the best decisions quickly.
- Project coordination and data exchange will also be critical. The PBS&J team proposes weekly progress meetings for the review of schedule, progress reports, and action item lists, along with pending work schedules. The team will use data resources such as the Microsoft SharePoint on-line collaboration tool to ensure Authority access to project information as needed.

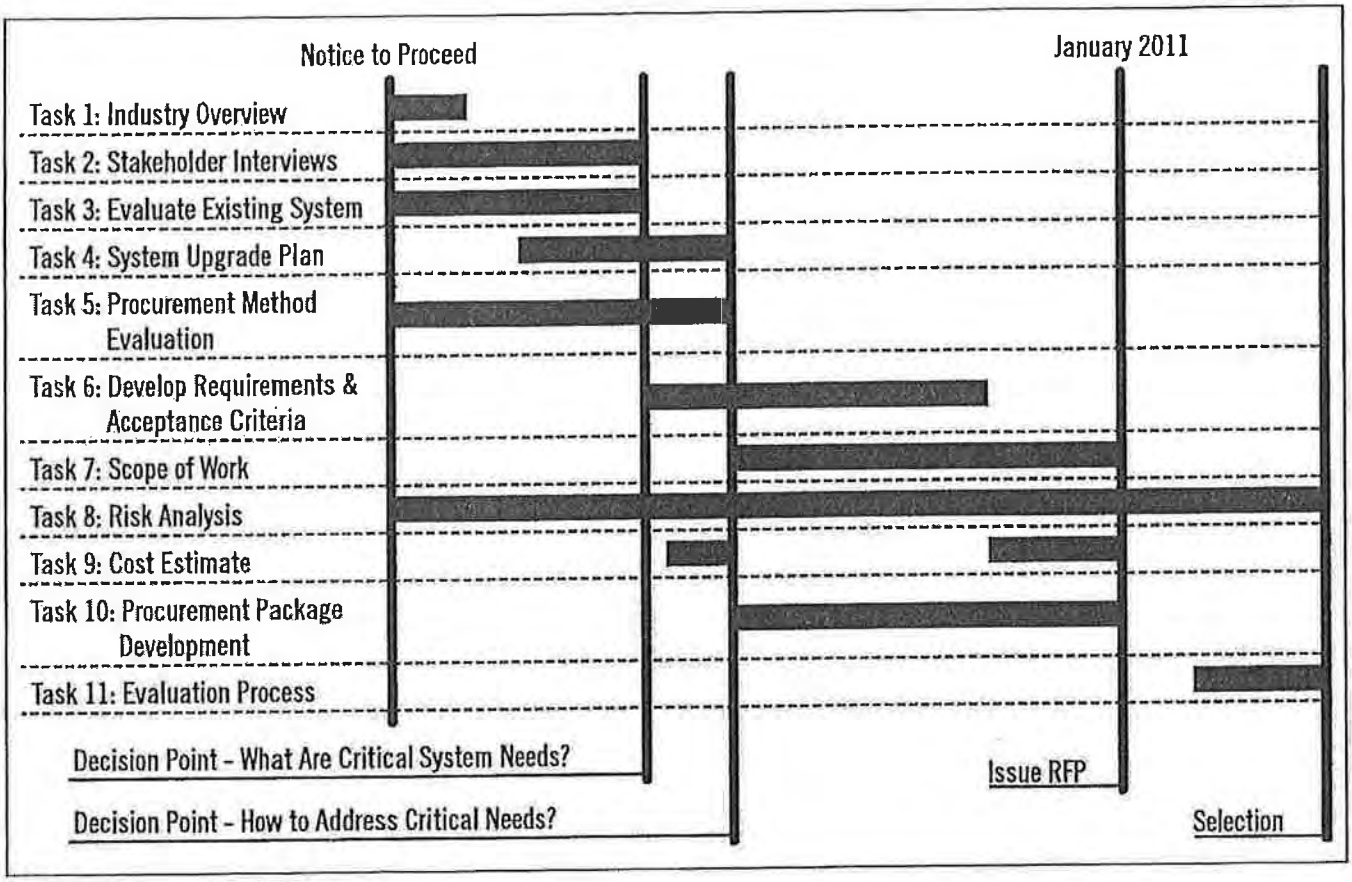
UNDERSTANDING AND APPROACH

Introduction

The PBS&J team is ready to support the Authority in moving into the next phase of its tolls upgrade program by assisting with the tasks listed in the RFP. We offer the Authority thorough knowledge of the existing system, a local project manager, key support, and all necessary resources.

The project schedule on the following page illustrates the PBS&J team's suggested approach to perform the tasks to meet the Authority's needs in rapid development of the tolls assessment and upgrade program. Our approach has been proven through several previous projects and follows a structured systems engineering approach. A sample of these projects includes the North Carolina Turnpike Authority (NCTA) toll system specification and procurement, the I-495 high-occupancy toll lane system specification and procurement in Virginia, the concept of operations and business rules for the Port Authority of New York & New Jersey (PANYNJ), and the concept of operations and business rules for the Metropolitan Transportation Authority (NY) Bridges and Tunnels (MTA B&T). The system will be developed based on the user needs of the customers and operators of the system, while meeting the long-term goals of the Authority.

Toll Collection System Project Timeline



Tasks will be conducted simultaneously to accelerate the schedule, enabling the Authority to make key decisions at critical approval points as the toll system RFP is developed. For example, after the "determination of critical system needs" milestone, the Authority may want to consider alternate procurement strategies for portions of the system. Additionally, our approach is designed to address and minimize risk throughout the course of the project.

Multiple tasks will be conducted simultaneously to accelerate the schedule.

Certain tasks or issues not currently envisioned may become critically important before December 2010. We will recalibrate efforts as needed to ensure correct direction and success. The PBS&J team will listen to the Authority, understand the issue, develop a concept-level solution with alternatives and recommendations, review concept solutions and alternates, and then make recommendations to the Authority.

This PBS&J team has very broad and current experience across North America and locally in Florida. However, current practice elsewhere does not always meet local needs. For this reason, listening to the Authority's needs and direction will be critically important as we collaboratively address each work element.

Industry Overview

The science of tolls technology and operations is an empirical one, with new tests, trials, and improvements constantly underway in applied technology, services, and customer options. The Authority should begin this system development effort with the benefit and understanding of these tests, trials, and improvements. The current experience of the PBS&J team with many of these innovations will greatly aid in the rapid development of this task, along with our existing database of information on toll collection systems and vendors. We can also support the Authority's outreach efforts as needed or desired with key personnel who have been involved with other clients in recent engagements, acting as "ambassadors" to toll operations outside of Florida. The available expertise and experience of PBS&J's Orlando-based national tolls division includes:

- Recent interviews and site visits with clients at a wide variety of toll agencies such as the North Texas Toll Authority and Denver's E-70 Public Highway Authority, for a first-hand understanding of current toll collection system solutions, as well as bringing toll industry vendors to our clients for on-site demonstrations and question and answer sessions.
- Staff who have led key interoperability efforts as Chairman of the Executive and Policy Committees of the Interagency Group (IAG) (**Walter Kristlibas**), or worked with the Alliance for Toll Interoperability (**Phil Miller, PE**) on interoperability policy issues in Florida, North Carolina, and Texas.

The PBS&J team has national, recent, and relevant experience. Through this experience, we have gained many "lessons learned" that we can share with the Authority

- A database of key providers of back office, roadside, and CSC operations and media outlets to advertise the RFP in order to reach the greatest number of potential proposers.
- Active participation in and understanding of trends within the industry, particularly related to the use of video for tolling as well as enforcement; off-site, third-party payment channels for unbanked customers; and new thinking about toll revenue recognition and general ledger entries in today's mostly (if not entirely) non-stop toll environment. **KPMG** has current specific experience and expertise in tolls financial accounting and reporting.
- Experience developing tolls systems specifications and procurements for domestic, international, and public- and private-sector toll operators, including various types of procurement approaches.
- Specific, direct language from procurement documents developed for toll agencies to address issues such as open architecture and access/ownership of source code. We are also experienced with the arguments presented by toll industry vendors regarding the claimed proprietary nature of their source code and the effect on system warranties.
- Experience and knowledge of statewide contracts for Florida toll agencies with TransCore, Raytheon, and the Electronic Transaction Consultants Corporation (ETCC) that the Authority could potentially leverage. We will share this knowledge with the Authority and help the Authority in contacts and deliberations to the extent desired.
- Direct hands-on experience in the planning and execution of transitioning roadside and CSC and violations processing center (VPC) systems, as well as host processing applications.

Stakeholder Interviews

The PBS&J team will review our standard list of interview questions with the Authority's project manager and modify the questions to address current system challenges and potential future needs identified by the Authority. Using a top-down approach (executive management, middle management, and then supervisory roles), PBS&J will conduct or participate in stakeholder interviews. We will use a standardized approach to ensure consistency during the interview process, which will allow for flexibility of analysis based on specific interview subject matter.

We will then circulate draft notes for stakeholder review to confirm interview accuracy and understanding. Interview notes will be accessible through a SharePoint site and available to Authority project stakeholders at all times. Finally, a summary and prioritization of findings and needs will be provided.

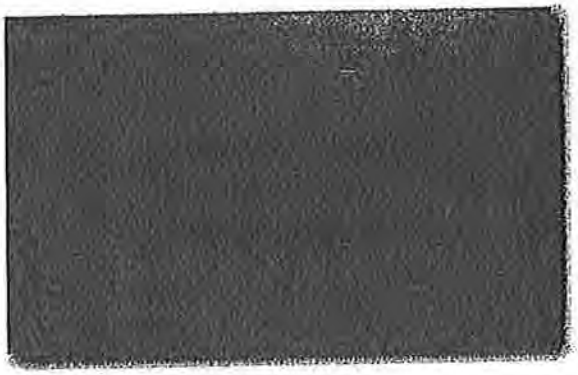
Subject Matter for Stakeholder Interviews

We will address the following subject matter during stakeholder interviews:

- Functional unit strategic objectives.
- Agency staff goals and needs, and gaps between them and the current system.
- Functional unit use of contractors to perform functions, including contractors' performance.
- Stakeholder's relationships with other tolling authorities and industry organizations and best practices learned from these communication channels.
- Stakeholder and functional unit current use of the system and its components and the frequency of system usage.
- Identification of transactional and financial data flow to document current process flow diagrams.
- Functional unit use and custody of customers' personally identifiable information (PII) and the applicability and impact to the Authority's payment card industry compliance initiatives.
- Identification of functional unit current reporting practices (manual vs. systematic), including the flow of reported

information from the functional unit to Authority management.

- Discussion of historical, active, and planned technology and process improvements impacting the functional unit.
- Discussion of perceived existing system and process shortcomings, risks, and stakeholder ideas on enhancing systems/processes to drive efficiencies and better serve the Authority's internal and external customers.
- Data flows and interface requirements between processes or departments.
- Performance requirements for accuracy, reliability, and survivability of system elements and components.
- Sharing of best practices and industry insights with stakeholders by the PBS&J team and discussions of the applicability to the Authority's systems, processes, and key objectives.



Evaluate Current System

Since the deployment of E-PASS in 1994, the Authority has adopted a rigorous, cost-effective approach to system upgrades. This strategy has enabled the Authority to maximize the value of its infrastructure investment while deploying new technology to keep abreast of industry innovation. Using the ARCS as the toll system foundation, the Authority has routinely implemented multiple upgrades to its back office, lane and plaza hardware, software, operating systems, and Oracle database versions. Employing smart, focused solutions rather than wholesale replacement, the Authority has continually improved its toll system by modifying vital components such as the lane controllers, violation enforcement system (VES), automatic vehicle classification (AVC) subsystem, reporting system, CSC, Web site, back office user interface, and interactive voice response (IVR).

This toll system upgrade project represents the first major inclusive toll system procurement in over 15 years and provides the Authority the opportunity to build a new toll system foundation with the best components and features that the industry has to offer. In order to develop the recommended list of tolls components to be replaced or retained and integrated into the new system, PBS&J will inventory the existing systems, subsystems, and individual components. PBS&J plans to utilize small teams of experts in parallel to evaluate the back office operations, back office systems, and roadside components. We have used this approach on similar projects previously for the Harris County Toll Road Authority (HCTRA), Indiana Toll Road, Pennsylvania Turnpike, MTA B&T, and several others.

Factors to consider include life expectancy, initial and maintenance costs, standardization, modularity, open architecture, open source, warranties, reliability factors, climate suitability, vendor support, and ease of integration. We will consider physical or operating obsolescence, as well as functional obsolescence and remaining life need.

The deliverables produced in support of this task will provide the Authority with a comprehensive analysis of the viability of each component as a candidate for replacement, upgrade, or possible incorporation into the new system without any major modifications. Because PBS&J has a first-hand understanding of the Authority's system and the interrelationships between components, we can leverage this knowledge for the Authority immediately upon project commencement.

Our team understands the importance of fast, but accurate decision making based on well-defined factual data. We will collect, organize, and present our findings and recommendations to the Authority in formats that facilitate definitive categorization of components by life expectancy, dependency, risk, and other relevant factors that will feed logically into the requirements definition phase of the project.

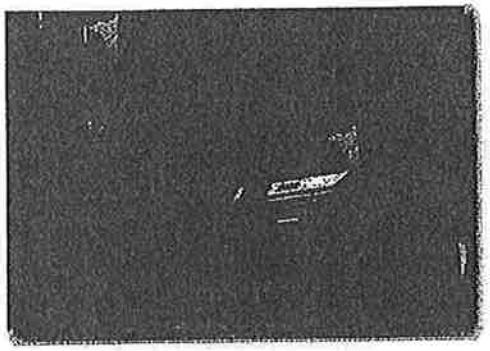
System Upgrade Plan

The overarching goal of the upgrade will be to gain the greatest reliability and flexibility of the toll system at the lowest overall cost for many years to come. Many Authority system components and subsystems are in good or very good condition today and do not require urgent replacement. Future sustainability and fitness for purpose are key factors in the process.

The PBS&J team will consider the results of the data collection tasks described previously our familiarity with the existing

system deployment, and future needs to help the Authority make these assessments, choose an upgrade strategy, and develop an implementation plan.

For example, some agencies have eliminated cash collection and toll plazas, relying on video and off-road payment channels accepting bank cards or cash. PBS&J is at the forefront of these efforts in Florida, North Carolina, New York, Texas, and Washington, and can review their potential applicability with the Authority. Other agencies, however, are taking a phased approach to video by adopting some of the business rules to allow video-based toll accounts and improved off-site payment options, while retaining cash collection toll facilities and operations.



Regarding specific hardware or subsystems, TransCore's electronic toll collection (ETC) hardware will presumably remain in use, and we anticipate most lane equipment can be left in place (although the project team will still conduct the reviews to the level of detail expected by the Authority). In addition to particular component functionality, age and original equipment manufacturer support will be a factor assessing of the value of various components and as part of the system upgrade plan. For example, current generation lane equipment designs rely more on Ethernet data connections rather than serial or direct contact connections as in the past, so integration of lane equipment into new generation lane control software may promote some hardware changes. More Ethernet-based hardware and subsystems amplifies the importance of open architecture, open-source software, and interface controls and standards.

System components can be changed and replaced relatively easily, but reliable software with guaranteed performance accuracy and uptimes has to be acquired and developed as a system. Software ages quickly, therefore system software and future flexibility appear to be critical in most of the new initiatives and requirements potentially facing the Authority. The Authority has made upgrades to the database management system (DBMS) and to the operating system. Still, it must be evaluated whether the Authority evolved beyond the capability of the upper limits of the current proprietary system, even with proprietary vendor upgrade paths that may be available. The upgrade plan will consider the gap analysis of what today's ARCS-based system provides and what additional functional, operational, and customer service needs will have to be met.

PBS&J understands that upgrades are typically less expensive for agencies to make in a relatively safe and controlled migration path environment, but sometimes upgrades are not adequate, particularly with unsupported software.

The Authority could consider the software in at least two major subsets: 1) the roadside system responsible to collect and enter all toll transactions in a highly-reliable manner from the lane controller through the plaza to a toll host, and 2) the back office system, which is primarily the CSC application. Whether video processing, CSC applications, and audit and accounting functions could be considered separately or as a group under responsibility of a single systems integrator will be reviewed. These considerations place even greater importance on clearly-defined systems interfaces under control of the Authority.

System segregation is becoming more common in recent procurements and would not be unfamiliar to the vendor community. A recent NCTA RFP was structured to allow one or two firms to propose on these two system portions. Although the winner was ultimately one firm, there were very good proposals from firms addressing just one system portion. This supported a competitive bidding environment and encouraged a larger number of participating firms. The Florida's Turnpike Enterprise (FTE), Miami-Dade Expressway Authority (MDX), and HCTRA's recent procurements also used this approach.

Another key component of the upgrade strategy will be the migration plan. Aware that the Authority has already made some provisions for systems upgrades in the plazas and computing center environments, the PBS&J team will work with the Authority to develop the concept, rules, and policy requirements in detail as the RFP scope of work is prepared.

PBS&J also has extensive experience developing transition plans involving agency stakeholders and affected vendors. These have led to successful migrations from roadside software and hardware to the entire back office environment without the loss of a single transaction or account and with minimal disruption to customers. The PBS&J team has a solid track record of performing these transitions in Florida (at MDX and the Turnpike), and Mr. Kristlibas at the New Jersey Turn-

pike Authority. We will ensure that transition requirements will be completed by staff who are experienced with this complex level of planning and deployment.

Procurement Method Evaluation

The PBS&J team will help the Authority evaluate the structure for partially replacing components of the existing toll system, including the risks and benefits of awarding a new system to a single vendor versus multiple vendors, with a range of possible components to be retained. The tolls industry marketplace is dynamic and competitive with new entrants, which presents opportunities for the Authority in terms of bundled packages and alternate solutions and improved cooperation with respect to software licensing and open support.

The PBS&J team recognizes that the Authority has a well-developed procurement procedure and will support the Authority's procurement practices in the format and manner required.

The most common procurement method is through the RFP process that requires contractors to provide qualifications for the company and project personnel, a technical response specifically addressing the system requirements, and a price proposal that includes detail pricing of components and a summary sheet with major categories identified and totaled.

Toll system upgrade or replacement RFPs are generally based on system functional requirements to the greatest extent possible, allowing potential vendors the maximum flexibility in providing a total solution for which they can guarantee performance.

A mature, well-running system such as the Authority's also requires a number of specific technical requirements such as the existing working environment; the existing plaza local area network (LAN) and system wide area network (WAN) schema; and existing systems to be updated, retained, or from which data must be imported, among others. Restrictions on the database solution, such as the requirement for the current version of Oracle and other specific requirements, would also be included. In addition, many of the items specified in this RFP such as performance acceptance criteria and the scope of work, would be included as sections.

Having procurement underway by January 2011 will require ongoing coordination that can only be provided by a team with solid subject area background and varied resources, as well as local project management, open communication, good planning, and administration. With strong Authority leadership and PBS&J's resources, we can successfully have a well planned, organized, and comprehensive toll system RFP developed by January 2011.

The RFP would include a scoring structure for technical proposal evaluation, typically with some points allocated to vendor qualifications, scope of work, key personnel, schedule, and specific hardware, software, or subsystems proposed. It is also customary to set aside points for oral interviews, which includes a question and answer session, allowing for some adjustments to technical scores based on the outcomes of the oral interviews.

The pricing proposals are reviewed after the technical evaluation, typically only for those proposals that are evaluated above a certain predetermined level. Some agencies then convert prices to points to build an overall scoring system, while others consider price separately. Pricing would include program development and design services, the testing program, furnishing and installing of new system hardware and commercial software, application software development, and integration of the entire system(s). Also included would be warranty and maintenance services for set periods of time with extension alternates. The Authority may also want to solicit labor rates for future work orders, if and when desired. Payments in the ultimate contract based on the price proposals are often milestone-based—after accepted detailed design, passed test phases, system acceptance based on other passed tests, and attainment of satisfactory uptime and performance requirements.

This process ensures that the Authority has the ability to select a qualified vendor with a good solution, but at the same time keeps competitive pricing as a component in the process. However, this process requires deliberate RFP development and proposal reviews. The PBS&J team would provide technical support throughout this process in the manner desired by the Authority.

In addition to the RFP process, there are other options for accelerated procurement for parts of the system that the Authority could consider:

- Piggyback on one of the existing tolls agreements in Florida (FTE's Raytheon contract, the TransCore contract, or MDX's back office/CSC contract). For example, if the Authority decides the CSC portion of the host system needs immediate replacement or attention, it is possible to leverage the MDX contract with ETCC, the MDX contractor. Working with an existing contracts would require less time than a full procurement. PBS&J supported the Tampa

Hillsborough Expressway Authority (THEA) in a process where they saved nine months on their procurement by following a similar approach.

- Employ an invitation to negotiate (ITN) process whereby a toll contractor(s) would be selected based on qualifications and little or no specific technical or function requirements or a price proposal. This could be done quicker than a full procurement, but the Authority would lose the ability to control pricing of the developed system. Past Florida experience with this process has not been favorable, but perhaps for a limited segment or component of the overall system, it would present a manageable risk.

Finally, a design-bid-build process could be specified with low-price selection. This bid process requires vendors to be qualified and address specific items identified for bid in the price proposal and the lowest bid is selected. This is a difficult scenario in a toll system environment because of the complexity of the systems and is rarely used for broad-scale projects hoping to gain the benefits of vendor innovation.

Develop Requirements and Acceptance Criteria

Detailed technical and functional requirements need to describe what the components of the desired system replacement should do, but also must provide an opportunity for responders to propose creative solutions for how aspects of the system will be designed and implemented. This approach maximizes the opportunity for meeting the Authority's specific needs, while promoting best practices and a shorter development cycle based on reuse of code that has been used and tested in a production environment. Along with system specifications and requirements, the PBS&J team will develop a requirements matrix to be included as part of the RFP. Vendors will be instructed to indicate full or partial compliance or the need to develop the functionality from scratch.

The industry overview, stakeholder interviews, evaluation of the current system, system upgrade plan, and procurement method of choice will drive the structure and content of requirements to an extent, as well as the business needs and improved capabilities, particularly in video image capture and processing. Based on the Authority's direction, the PBS&J team will establish the requirements for the various project milestones, whether in design or system function. PBS&J will establish the system acceptance criteria for each component and each project phase based on a number of factors including, but not limited to:

- Industry standards.
- Suitability for the Authority environment.
- Operational and legal requirements.
- Reliability, maintainability, and usability factors.
- Compatibility with interoperability requirements.
- Open source and open architecture (where applicable).
- Redundancy.
- Cost effectiveness.

A specific portion of the requirements and acceptance criteria will be the performance metrics that the new vendor will have to meet. PBS&J, in support of NCTA's toll system procurement, created a specific section of the RFP dedicated to these requirements that substantially defined the test program metrics for the lane, plaza, toll host, and the CSC in terms of uptime, accuracy, capacity, and expandability.

By documenting the acceptance criteria and high-level test plan in the RFP document, the Authority will eliminate ambiguity with respect to its expectations for a high-quality, robust system that will serve the Authority well into the future. The desired methods for testing interdependencies between components will be specified as part of the requirements. This will be especially important if it is determined that the system can be separated into multiple segments for potential delivery by multiple vendors.

Scope of Work

After identification, review, approval, and documentation of all technical and contractual requirements, the method and any necessary restrictions in how those requirements will be best met must be defined. The goal is to develop a scope of work that clearly tells the vendor what they need to do, and as such must be uniquely tailored to meet the needs of the Authority.

A toll agency just getting started or making a radical shift in technology would require a different approach to the scope than would a mature agency like the Authority. Some of these unique aspects include:

- Over 15 years of established E-PASS account management operations history.
- Hundreds of thousands of existing account records to be migrated to a new system.
- An experienced IT staff with detailed knowledge of legacy system operations.
- Large-scale interoperability with tolls in Florida, including FTE and the Orlando International Airport.
- Some components such as the TransCore E6 readers, which will likely not be replaced in the short-term.

- Existing roadside or in-lane hardware and technology that is new or well-maintained, such as new JAI cameras or ORT lane smart loops.
- A capable fiber-optic network (FON).

Upgrading an operating toll system is a very complex process. In this regard, **Mr. Kristlibas'** experience with the New Jersey Turnpike Authority's migration from a legacy CSC to the current operation, **Ms. Hofstetter's** experience, and KPMG's current research at the Authority will be invaluable during development of this new project scope of work.

The following type of work efforts may be identified in the scope of work for this project:

- Incorporation of roadside (lane and plaza) legacy technology components, and possibly entire subsystems, into a new overall system while meeting system accuracy and uptime requirements.
- Maintenance of toll traffic operations, which will be required during the conversion or upgrade of lane equipment, even with little physical construction.
- Maintenance of plaza activity reporting during system migration.
- Maintenance of all host support for plaza and lane operations during migration.
- Design and execution of data migration to a new toll host and new CSC application and database.
- Careful review and adherence to existing system reporting requirements, unless changes are desired by the Authority or determined during the system design process.
- Maintenance of proper account management during transition. Careful deliberation of strategy and tactical mechanism and toll contractor obligations.

The PBS&J team will assist the Authority in developing the scope of work tasks to ensure that the successful vendor will have contractual ability to successfully complete the project and provide long-term support of any new system elements. The scope of work will include tasks for training and transition so that Authority staff can maintain and grow the new system elements into the future. The following is a list of typical project work categories to be included in the RFP, including notes about particular points of interest to be reviewed as the project is developed.

- A project schedule (to be expanded and maintained by the toll vendor(s) during project administration).
- The requirement for field confirmation of conditions presented in the RFP, as well as a review of the Authority's most recent data capacity analysis of the LANs and FONs.
- Design development requirements for preliminary and detailed design phases and component parts such as selected hardware and commercial off-the-shelf (COTS) software, interface control documents, application software, database structure and schema, transaction structure and applications, and data migration and maintenance of toll operations during conversion. Experience from projects across the country shows that clearly-defined design requirements greatly help toll vendors understand and prepare for the work required to satisfy toll agency owners.
- Requirements for a comprehensive test program beginning with factory acceptance tests through prototype integration tests and tests of installed lanes and plazas, elements of the host and CSC systems, and the system as a whole. The test programs must be organized and facilitated for systems provided by multiple vendors. The use of test servers and isolated environments will be required before cutover to production machines and systems.
- Installation design to include maintenance of toll traffic operations in the roadside area and maintenance of agency and CSC operations in the back office.
- Transition and migration requirements (see Test Plan and Transition Plan section).
- As the project is installed, tested according to requirements, and ultimately accepted, the vendor(s) requirements will include a warranty and regular system maintenance program, along with performance and uptime requirements and labor categories and rates for supplemental work to be accomplished during the course of the maintenance contract.

It is typical to require the vendor(s) to take complete responsibility for accurate system performance and operations for a period of time. In addition, Authority staff may desire that this procurement include current special training, development, and features to ensure a satisfactory technical solution and Authority maintainability over the long term. For example, the scope of work should specifically identify the need to allow

side-by-side application development with Authority staff, in-depth training on the new system with SQL queries and the new reports writer, methods to change form letters, rate tables and triggers, interfaces to in-lane components, and system administration tasks such as authorizations and approvals, monitoring and reporting, and archival and retrieval.

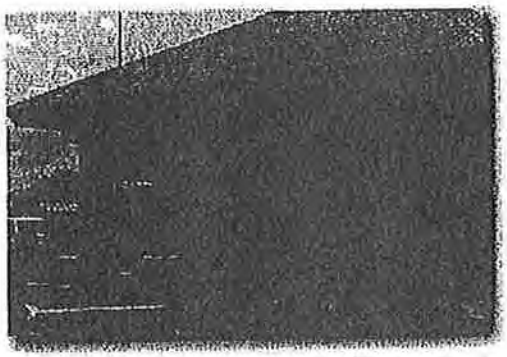
Test Plan and Transition Plan

The PBS&J team recognizes the benefits of a well-defined test program designed to minimize risk and identify and correct potential issues early in the development cycle. Experience from over 20 years strongly supports the benefits of controlled testing as a critical component of the systems development life cycle. This is particularly true for large-scale toll systems with major new software development and hardware integration. **Ms. Hofstetter** served as test manager for the original Authority toll system, and worked with the Authority's IT department to define and conduct multiple testing programs to verify system upgrades, interoperability requirements, and periodic validation of overall system accuracy.

The PBS&J team will ensure that the RFP test requirements include a comprehensive set of test phases to be conducted by the vendor(s) at critical checkpoints during the project life cycle. Each formal test phase must be governed by prerequisite entry criteria and clearly defined acceptance criteria. In the event that multiple scopes of work documents are developed, testing requirements in each document will address the need for coordinated integration testing.

The Authority has identified database migration that is transparent to customers, a system that provides a high-level of accuracy, and data integrity as the top three priorities for a seamless system transition. In support of these objectives, PBS&J will specify requirements for the planning, implementation, and testing of the transition process at all levels. Depending on the components identified for upgrade, this will include:

- Migration of the existing Oracle databases to the new database tables.
- Transition at the lane, plaza, back office, CSC, VES, Web site, IVR, EDEN financial system interface, transponder inventory, and reporting.
- Integration with external interfaces including interoperability, banks and credit cards, airport parking, Department of Highway Safety and Motor Vehicles (DHSMV), and the court system.
- Other considerations include back-up; archive, rollback and restore; disaster recovery, and report retrieval.



The most important component of a transition plan is the establishment of a transition team with members from the Authority staff, support advisors, and new and incumbent vendors. Each would have key roles and responsibilities and be available during off-hours. Authority personnel with "go" and "no/go" decision-making authority would also need to be identified.

The transition plan would be initially developed by the new vendor during the design process; as it evolves into a final document, the plan will be reviewed and approved by all parties to ensure stakeholder buy-in. The plan would include an overall mission and objectives for the transition, as well as a more in-depth narrative to ensure that all parties agree. The need to ensure that transfer of program responsibility is completely seamless and transparent to the Authority customers and the public-at-large, including political stakeholders and interoperability partners would be a key focus. The steps to be taken during the transition must be as nondisruptive as possible to Authority customers.

The transition plan would clearly establish the policies, procedures, and schedules that will provide management controls necessary to integrate the efforts of the new vendor, the incumbent contractor, and Authority staff to achieve the required operational capabilities of the new system. The new vendor would rely on the Authority to ensure that the exiting contractor fully participates with the goals and objectives of the transition plan and signs off on the plan. The new vendor will need a cooperative environment from both the Authority, and more importantly from the incumbent vendor, to minimize transition risk. The incumbent contractor will need to provide the new vendor with adequate access to the design documents, interface specifications, and personnel familiar with the current lane and host systems, as applicable.

There will be a critical need to establish "roll-back" points during the actual transition phase to take into account anomalies that may occur, which will necessitate reverting back to prior operating conditions. Daily transition tracking and measurement must be performed to ensure that all deadlines are met and that any glitches are addressed, corrected, and documented.

PBS&J will provide the best care and support for deliberate development of the scope of work with attention to details of vendor responsibility in the design program, testing program, and in the migration plan and execution.

Risk Analysis

Risk management is a common thread through our work on most projects. The PBS&J team is aware of the effects that risk and controls—or lack of their effective management—can have on an organization or a project. The project team will collect, analyze, and monitor project risks through our enterprise risk management (ERM) methodology and document these results into a risk register. The PBS&J team has used this risk register approach with FTE, HCTRA, MDX, and the Washington State Department of Transportation. The ERM methodology was designed to help clients assess their current state risk inventory (real and perceived), including potential level of impacts, likelihood of occurrence, and triggers that may activate the risk, and then link the risks to existing and potential controls and owners.

The ERM approach progresses in four steps: plan, assess current state risks, assess existing controls, and define desired state controls. During these four steps, the risk register will be populated as the Authority and the project team:

- Identifies the organizational and project risk governance (i.e. structure and processes).
- Assesses the types of risk (i.e. financial, operational, and system).
- Quantifies and aggregates the risk (i.e. probability and impact).
- Identifies control options (i.e. leading practices and leverage team experiences).
- Defines monitoring and reporting (i.e. stakeholder, owners, and check points).

As the project evolves, the process of identification, prioritization, and response planning will be performed on a periodic basis. Risks will be reevaluated, mitigation activities tracked, and new risks logged into the risk register.

The categorization of risk is unique to each organization; however, we intend to leverage recent experiences and the knowledge gained from assessing and monitoring several tolling system implementation risks to benefit the Authority. While the understanding of risks related to customer accounts, toll transactions, apparent violations, customer payments, financial analysis, and information technology is a differentiator, we also understand that the Authority's replacement plans are unique to your systems and needs and will require a unique approach. Our team will partner with Authority stakeholders to obtain the transparency and accountability to allow the Authority to make informed decisions. Following these decisions, we will have the tools and resources necessary to monitor the risks should further action be required.

Risk management is core to the PBS&J team approach.

Cost Estimate

PBS&J has developed detailed cost estimates for both public agencies and private clients including FTE, MTA B&T, NCTA, HCTRA, Transurban, Cintra, and several others. The cost estimate may be divided in two major system categories—the roadside system with the lanes, plazas, and transaction host; and the CSC system. The PBS&J team will provide cost estimates for the CSC components that are deemed necessary to upgrade or replace, as well as alternate estimates for different systems approaches. The potential cost components could include host and back-up host hardware and associated software including operating system and toll system application software; Oracle database software upgrade, partial restructuring, and data migration; archive server and software; CSC hardware application software; IVR and Web site software; and image-processing hardware and application software including optical character recognition (OCR) capabilities and full interface with the CSC module.

Likewise, for the lane/plaza system, once the system replacement or upgrades are determined and the scope of work for integration of retained hardware is developed, the PBS&J team will provide a preliminary cost estimate that can be used as a funding guideline. We will develop a detailed cost estimate using individual system components, lane types, plaza configurations, and reporting. The workbook for the pricing

estimate will show the development of component quantities based on lane configurations by plaza. Each plaza will have its own configuration sheet with the lanes and component pieces identified at the lowest level. These will then roll-up for a total by plaza and, in turn, by the entire system. The cost estimates will show the individual pricing components, which will be based on the latest prices available throughout the industry. As lane configurations change, the changes can be made at the individual lane level and will automatically roll-up to the plaza and system levels. Specific assumptions will be made regarding the disposition of likely components for each lane configuration (such as ETC dedicated lane, ETC antenna and reader, cameras, laser separator, Idris loops, lane controller, and lane controller software). This data will then be used to identify the system equipment required.

The system implementation, installation, testing, and project management will be estimated on a system basis as a percentage of total system costs. Spare parts will be estimated and costs for the individual components will be used for the estimate. Maintenance cost estimates will be based on the various lane configurations and a monthly maintenance fee.

The pricing sheets for the RFP can be developed from the cost estimation workbook.

Assist with Preparation of Formal Procurement Package

PBS&J recently provided similar services to THEA, FTE, HCTRA, NCTA, and Transurban, serving as an extension of staff and supporting them during the development of RFP packages. PBS&J will support the Authority in the development of an RFP package as directed, which could include the following:

- Functional requirements.
- Technical requirements.
- Operations requirements.
- Contractor scope of work.
- Performance and test acceptance requirements.
- Milestone payment definitions and details.
- Augmentations to Authority contract language for the Authority's consideration.
- Pricing sheets to be used by proposers, based on the developed cost estimate tables.
- Proposal evaluation criteria and weighing factors.
- Cost proposal analysis and comparative evaluation.
- Proposal evaluation aides or guidelines to the level of detail desired by the Authority. Specific points or suggestions in areas such as proposer experience, financial strength, management approach, and/or technical approach will be included.
- Pre-proposal meeting with the vendor community, field visits, and fielding vendor inquiries and responses to questions during and after the meeting(s).
- Preparation of responses to vendor questions.
- Tracking and reviewing all questions to support the Authority's project manager and drafting addenda as necessary.

Evaluation Process

PBS&J team members have been involved in many toll system projects from an agency, consultant, and vendor perspective. We fully understand the areas of negotiations and their challenges. PBS&J will provide the Authority with assistance throughout the evaluation process to the level desired.

Proposal Review Support

The PBS&J team will review the submitted proposals and provide the Authority with a synopsis of the technical aspects of the proposal for the evaluation committee, if required. For proposals meeting the minimum criteria, PBS&J will conduct a technical review of the proposal and provide the evaluation committee with the analysis, findings, observations, and conclusions based on the technical RFP requirements, including a line item review of the vendor cost proposals and comparison between vendor proposals. We would suggest that technical specialist(s) review specific parts of all proposals to provide detailed comparisons, such as in video technology or CSC modules, from all vendors offering solutions in these areas. Other specialists will focus on financial analyses, particularly with procurement options and long-term maintenance and support options. The PBS&J team will support the Authority with team reviews and presentation slides and charts for the Authority to use in selection recommendation meetings.

Negotiation Support

In support of negotiations with the potential vendor(s), the PBS&J team can coordinate negotiation meeting invitations, develop and distribute agendas, attend negotiation meetings, provide advice and recommendations, review vendor materials, track action items, record and prepare meeting minutes, and disseminate minutes. If the Authority engages in negotiations with multiple firms, we can develop a matrix of the responses from the firms to ease the comparison of negotiat-

ing key elements of the top-ranked firms. Recent experience includes supporting negotiations for NCTA for their new toll system and operations contracts.

ORGANIZATION AND MANAGEMENT

The PBS&J team has well-established organization and project management procedures, guidelines, and practices. However, it is important that we begin by acknowledging we will follow the ***Authority's*** project management and operating requirements in the Contractor Security Guidelines Handbook. In particular, if the Authority wishes to set up a project office on site for use by our team, adherence to these guidelines will be critical. A few general points:

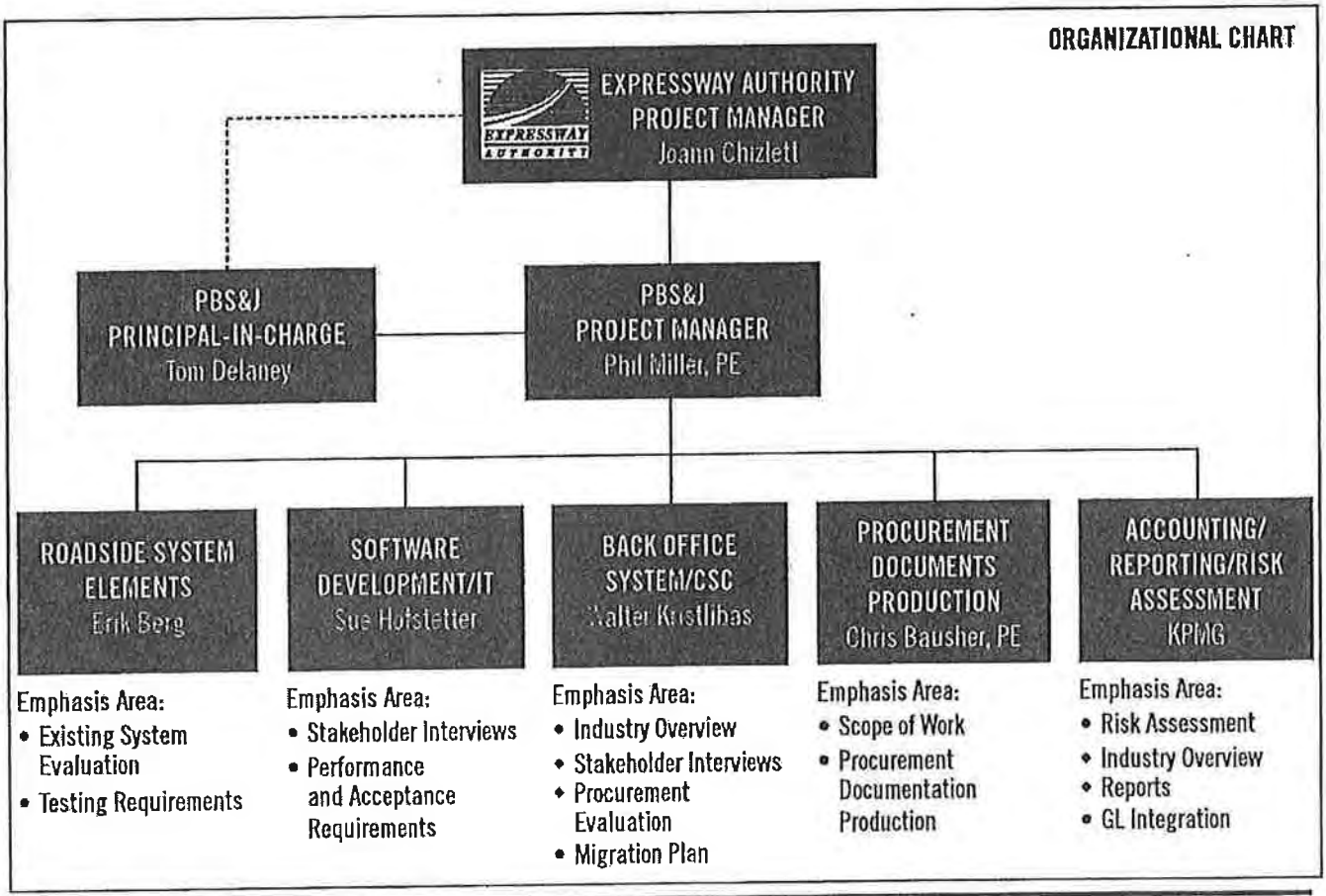
- We will vigorously protect Authority data from leaks outside of the Authority and outside of the project team members, even within our firms.
- We will participate in training, if required (i.e. if any consultants were to be given Authority system access).
- We will proactively monitor for security breaches.
- We will not view or use any customer data, unless with the Authority, in the course of data management issues and will not store any files containing customer information on any company computers.
- We acknowledge the issue of flash drives and will work closely with the Authority to review best methods of providing electronic submittal deliveries.

Mr. Miller, along with other project staff, have had high-level security clearances in support of past governmental work, and Ms. Hofstetter and KPMG have had access to sensitive Authority information in the past. We applaud the Authority's dedication to IT security and will support it fully.

Project Management–Our Focus on Quality Delivery

Our project team will approach this important Authority endeavor using a structured project management methodology (depicted on the following page), allowing the project team to provide quality services to the Authority in a timely manner. Our methodology is based on standards established by the Project Management Institute (PMI) and embeds quality control reviews and communication during each project stage to ensure that the Authority receives quality results that meet

ORGANIZATIONAL CHART



project timelines. The organizational chart on the previous page depicts the PBS&J team's internal lines of responsibility and authority.

The primary interface between the Authority and the consultant team will be between the Authority project manager, Joann Chizlett, and our project manager (PM), Phil Miller, PE. Various consultant and Authority staff will be closely involved in some or many aspects of the project, but Ms. Chizlett and Mr. Miller will be copied on all correspondence and e-mails and given notes of phone calls and other communications. Mr. Miller will be available for contact by Ms. Chizlett on a 24/7 basis. Mr. Miller and other PBS&J team staff can be available on site at the Authority's discretion.

Mr. Miller will be responsible for project administration, budget, and schedule of deliverables, as well as ensuring quality control procedures are followed. Ultimately, Mr. Miller will be responsible for correct understanding of Ms. Chizlett's directions to project staff.

A communications plan to be reviewed and approved by the Authority will include detailed stakeholder communication means and processes. The principal-in-charge (PIC), **Tom Delaney**, will ensure that the appropriate level and allocation of resources will be available throughout the duration of the project. The PIC and PM will work together to ensure that quality control and quality assurance is maintained throughout the project. The PIC will be available at any time, at the Authority's discretion, to discuss project-related issues. Our project management methodology applies a four-phased approach to be efficient, cost-effective, and cognizant of the Authority's resources.

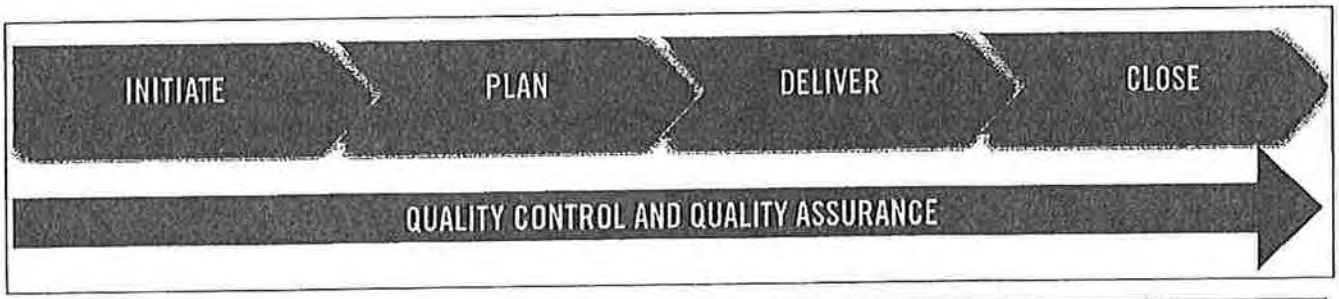
Initiate and Plan Phases

The initiate and plan phases include a project management plan identifying a detailed work plan, scope definition and refinement, resource planning, a risk register, progress meetings and reporting, schedule, quality management, and change control. The PBS&J team will accomplish tasks in parallel where logical and feasible, by leveraging existing knowledge of the industry and our extensive knowledge of the Authority's toll system, in order to meet the implementation schedule. A communication plan will outline the nature, frequency, and responsibility for communications between the project team and designated members of the Authority's management and staff. This plan will also include an escalation path to ensure timely resolution of project issues. A premium will be placed on clear, effective communications. The risk register will identify, track, and measure risks associated with the project. This will assist our project team and the Authority in identifying risks before they become issues and in creating applicable mitigation plans. We will engage the Authority in further detailing, validating, and approval of our project management plan and will schedule a timely kickoff meeting to accomplish these tasks. Our local presence will promote a proactive and responsive project management process where resources will be available when needed by the Authority.

Delivery Phase

During this phase, the PBS&J team will work with Authority stakeholders, will accomplish the mutually agreed-upon project objectives, and will closely monitor the key internal elements of the project (i.e. scope, scheduling, cost, risks, and quality of the deliverables). As the project evolves, the process of identification, prioritization, and response planning will be performed on a periodic basis. Risk will be evaluated and managed. Our project management team will engage Authority management in frequent status reporting meetings to communicate the progress of specific tasks, as well as the overall project. To facilitate information exchange the PBS&J team will establish a SharePoint teamsite and adhere to strict document version control as we have successfully done for the Authority in the past. PBS&J will utilize a document control panel with each deliverable that will track the PBS&J project team members who created, edited, and performed quality control

PROJECT MANAGEMENT APPROACH



on each document and the date associated with those actions. The panel will also track the date(s) submitted to the Authority, as well as the Authority's project team review and input. Decision cycle timelines and dates will also be included where pertinent.

Project status meetings will include discussions of project scope, scheduling, budget, project risk, and quality control. Further, our weekly written progress reports will identify the most critical components related to project success and provide a detailed status update for each. These proven techniques will be implemented with respect to the Authority project team's time. Decision items requiring feedback from the Authority's project team will be accompanied by options and a recommendation.

Upon notice to proceed (NTP) and an agreed-upon work plan and schedule, PBS&J suggests weekly project meetings by telecom or in person to review project progress, schedule adherence, weekly progress reports, action items, and to address new issues as they arise. These meetings are most successful when all consultant project key personnel attend. This allows for timely dissemination of specific direction or guidance regarding items from the Authority.

Close Phase

This phase involves activities performed at or near the end of the project, including debriefings and evaluations of project deliverables. We will assist the Authority's project team in achieving all project objectives in line with Authority expectations.

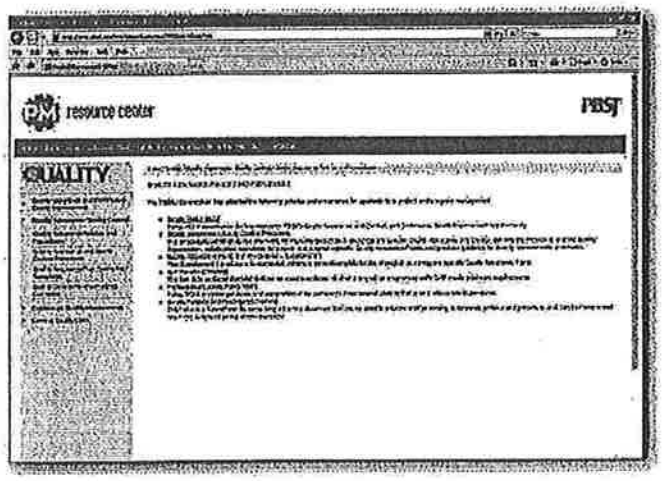
Quality Control and Quality Assurance

Quality control and quality assurance (QC/QA) will be implemented throughout the four phases of this project. PBS&J subscribes to the idea that QA is process-oriented; it is based on establishing a quality process and ensuring that all projects follow that process to produce quality products. QC is product-oriented, with a focus on checking component-level and final integrated products to ensure that they meet the requirements identified by the customer with a high level of quality. PBS&J also uses continuous quality improvement to identify issues, correct them as efficiently as possible, and monitor their status.

PBS&J's project management resource center, a tool available to all employees, details quality policies, responsibilities, and training requirements. PBS&J corporate Policy 400.0 establishes the foundation for PBS&J's *Quality Assurance and Control and Continuous Quality Improvement* requirements and details the responsibilities all parties must understand and implement, from executive management to individual project team members.

A project-specific quality assurance plan (QAP) is developed for each project and a QAP checklist is used to evaluate whether a project- or program-specific QAP meets minimum requirements. Training on quality policy 400.0 is offered through PBS&J University, a corporate resource dedicated to providing training for project managers. PBS&J's manager of quality programs conducts audits on projects to ensure that the processes detailed in the QC policy are administered and followed. When PBS&J forms a team with other consultants, we ensure that all project team members comply with these policies and procedures. PBS&J has a successful track record working on previous engagements with Hofstetter Consulting Services, LLC, and KPMG.

PBS&J's cost control measures are also a critical part of every project, protecting both the client and PBS&J from cost overruns and other unplanned surprises. Our internal project detail and financial reporting systems will ensure cost control.



CONCLUSION

The PBS&J team has a thorough understanding of the project, on-site management and resources, intimate knowledge of the Authority's toll collection system, industry-wide knowledge, and the experience and support structure to mitigate project risk and help the Authority successfully upgrade its toll collection system. The Orlando-Orange County Expressway Authority is an industry-leading toll operator. Our industry-leading team looks forward to the opportunity to support the Authority in this engagement.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[X] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

[ ] The undersigned firm has had no litigation or regulatory action on any projects in the last five (5) years.

OR

[X] The undersigned firm, **BY ATTACHMENT TO THIS FORM,** submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Post, Buckley, Schuh and Jernigan, Inc., d/b/a PBS&J
COMPANY NAME

AUTHORIZED SIGNATURE

Larry A. Boatman
NAME (PRINT OR TYPE)

Senior Vice President
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

ATTACHMENT TO ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY CONFLICT/NONCONFLICT OF INTEREST STATEMENT

[X] The undersigned firm, by attachment of this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

PBS&J does not have a conflict of interest with respect to this engagement. PBS&J does provide consulting services to a number of government agencies and entities, including but not limited to the Florida Department of Transportation, Orange and surrounding counties, the City of Orlando, water management districts, and toll agencies around the country. Since all of these entities, as well as PBS&J, are committed to providing citizens with the best transportation options available, it is believed that any conflict of interest that may arise between the Expressway Authority and another agency can be resolved. Should PBS&J become aware of a potential conflict of interest, it will advise the Expressway Authority and the other entity immediately.

[X] The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Please see attached spreadsheet.

ORLANDO-ORANGE COUNTY EXPRESWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statue 287.087 herby certifies that

Post, Buckley, Schuh and Jernigan, Inc., d/b/a PBS&J does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statue 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

/Larry A. Boatman
Consultant's Signature

July 6, 2010
Date

ORLANDO-ORANGE COUNTY EXPRESWAY AUTHORITY
ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Post, Buckley, Schuh and Jernigan, d/b/a PBS&J
Company Name

By:  /Larry A. Boatman

Title: Senior Vice President

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 1 entered into this 30th day of September, 2010, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes to amend the Agreement with the addition of new Article 25, Assignment and Removal of Key Personnel, and Article 26, Ownership of Materials and Intellectual Property Rights, shown on the attached Exhibit "A".

2. The Consultant hereby agrees to the amendment to the Agreement at no increase in the Contract amount or extension of the term of the Contract.

3. The Authority and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 1 is necessary to modify the Agreement to address Assignment and Removal of Key Personnel and Ownership of Materials and Intellectual Property Rights.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: $0.00

This Supplemental Agreement No.1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 10/14/10

PBS&J

By: _____ Donald J. Vrana

Title: Executive Vice President

Attest: _____ (Seal)
James Robert Steele
Assistant Secretary

Date: 10/12/10

POST, BUCKLEY, SCHUH & JERNIGAN, INC. CORPORATE SEAL 1960 FLORIDA

EXHIBIT A

SUPPLEMENTAL AGREEMENT NO. 1

TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

CONTRACT NO. 000702

"25. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONSULTANT is the level of expertise, knowledge and experience possessed by employees of CONSULTANT, particularly Walter Kristlibas, Tom Delaney, Brian Spencer, Phil Miller, Chris Bausher, Erik Berg, Mike Davis, Bob Lagatta, Luis Hevia, Kevin Yorke, Hong-Ting Chen and Chris Russo (the "Key Personnel") and CONSULTANT's covenant to have these employees available as required by the Scope of Services and the needs of the project to assist in the provision of the services. Throughout the Term of this Contract, CONSULTANT shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONSULTANT shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

The AUTHORITY shall be notified in advance of any changes in the CONSULTANT Key Personnel identified above and any changes to subconsultant Key Personnel. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance. Any and all changes to Key Personnel for either the CONSULTANT or a subconsultant, will require prior approval, in writing, from the AUTHORITY's Director of Information Technology or designated representative.

If the CONSULTANT removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONSULTANT hereunder. CONSULTANT may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications and approved in writing by the AUTHORITY's Director of Information Technology or designated representative.

Promptly upon request of AUTHORITY, CONSULTANT shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

In addition to retaining its own Key Personnel throughout the duration of the project, CONSULTANT shall also require its subconsultants to retain all Key Personnel as identified in the CONSULTANT's Technical Proposal and accepted by the AUTHORITY's Director of Information Technology. (As a minimum, Sue Hofstetter is designated as subconsultant Key Personnel.) CONSULTANT agrees to enforce this requirement by including language in all of its subconsultant contracts allowing it to terminate the contract in the event identified Key Personnel are either not retained by the subconsultant, or substitute personnel are not approved by the AUTHORITY in writing. Further, the AUTHORITY reserves the right to refuse payment for any services rendered by a subconsultant who fails to comply with this requirement.

26. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONSULTANT, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONSULTANT, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subcontractors, which

for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

26.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **or**

26.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **and**

26.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONSULTANT Property or any license granted to AUTHORITY for use of the CONSULTANT Intellectual Property rights; **and**

26.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there are no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subcontractors with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

26.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONSULTANT, or a third party; **or**

26.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**

26.7 Notwithstanding sections 26.5 and 26.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 26.5 and 26.6."

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 2 entered into this 9th day of February, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes to revise Article 25, Assignment and Removal of Key Personnel, of the Agreement, to become effective February 15, 2011, as follows:

   A. Amend the fourth line of the first paragraph to read as follow:

   "...Spencer, Walter Kristlibas, Chris Bausher, Eric Berg, Mike Davis, Bob Lagatta, Luis Hevia,..."

   B. Amend the fourth and fifth lines of the fifth paragraph to read as follows:

   "... AUTHORITY's Director of Information Technology. (As a minimum, Sue Hofsetter and Phil Miller are designated as subconsultant Key Personnel.) CONSULTANT agrees to enforce this..."

2. The Consultant requests, and the Authority approves, the use of AECOM as a subconsultant.

2. The Consultant hereby agrees to the amendment to the Agreement with no extension of the term of the Contract and an increase in the Contract amount of $9,362.49, for the services to be provided by AECOM, as detailed in the attached Exhibit "A".

3. The Authority and Consultant agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No.2; that acceptance of this Supplemental Agreement No.2 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 2 is necessary to modify the Assignment and Removal of Key Personnel section of the Agreement, to approve the use of AECOM as a subconsultant, and to increase the Contract amount.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: $9,362.49

This Supplemental Agreement No.2 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PBS&J

_____

By: _____ 2/24/2011

Title: Vice President & Division Manager

Attest: Kellie M. Brabant (Seal)

KELLIE M. BRABANT
MY COMMISSION # DD 883000
EXPIRES: August 22, 2013
Bonded Thru Notary Public Underwriters

AECOM

AECOM 40 7 284-4849 tel
150 N. Orange Avenue 407 839-1789 fax
Suite 200
Orlando, FL 32801
www.aecom.com

February 8, 2011

Christopher S. Bausher, P.E.,
Project Manager, PBS&J
482 S. Keller Road
Orlando, FL 32810

Dear Chris,

AECOM appreciates the opportunity to support PBS&J with the upcoming OOCEA Board Workshop, and will provide the services of Philip Miller, P.E. for this project. Rates for 2011 and the hours requested are shown below. The overhead rate shown is the current AECOM Florida audited overhead rate.

Staff Member	Rate	Hours	Labor	Overhead @ 161.08%	Profit @ 12.00%	Total
Phil Miller	$88.94	36	$3,201.84	$5,157.52	$1,003.12	$9,362.49

If there any questions or concerns please feel to contact me or Phil directly at any time.

Sincerely Yours,

Philip D. Miller for

James J. Eden
AECOM
Director of Tolls
(919) 854-6200
james.eden@aecom.com

JE/pm

cc: Philip Miller
Thomas Delaney

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 3 entered into this 18th day of March, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2011, with no increase in the Contract amount.

2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.

3. The Authority and Consultant agree that this Supplemental Agreement No.3 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 3 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: $0.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PBS&J

_____

By: _____

Title: Vice President & Division Manager

Attest: Kellie M. Brabant (Seal)

KELLIE M. BRABANT
MY COMMISSION # DD 883000
EXPIRES: August 22, 2013
Bonded Thru Notary Public Underwriters

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702 → See Contract No. 821

This Supplemental Agreement No. 4 entered into this 24th day of August, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2012, with no increase in the Contract amount.

2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.

3. The Authority and Consultant agree that this Supplemental Agreement No.4 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 4 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: $0.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____

By: _____

Title: NATIONAL TOLLS TECHNOLOGY, Group Director

Attest: Kellie M. Brabant (Seal)

KELLIE M. BRABANT
MY COMMISSION # DD 883000
EXPIRES: August 22, 2013
Bonded Thru Notary Public Underwriters

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 5 entered into this 29th day of August, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. Due to changes in its approach to the replacement of the toll collection system, the Authority wishes to modify the Scope of Services with an increase in the Contract amount of $262,000.00, and an extension of the term of the Contract to December 31, 2013.

2. The Consultant hereby agrees to the modifications to the Scope of Services and the increase in the Contract amount based on the modifications, both of which are detailed in the attached Interoffice Memo dated August 14, 2012, and identified as Exhibit A. The Consultant further agrees to the extension of the Contract term.

3. The Authority and Consultant agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 5 is necessary to modify the Scope of Services, increase the Contract amount based on the modifications and extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $262,000.00

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name: THOMAS S. KNUCKEY

Title: VICE PRESIDENT

Attest: Kellie M. Brabant (Seal)

KELLIE M. BRABANT
MY COMMISSION # DD 883000
EXPIRES: August 22, 2013
Bonded Thru Notary Public Underwriters

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

Exhibit A

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Interoffice Memo

FROM: Tom Knuckey, PE
TO: Joann Chizlett, Sherry Christianson
DATE: August 14, 2012
SUBJECT: **Requested Permission for Changes to Staffing and Scope of Work on Project 000821 – Budget Request Summary**
ATTACHMENTS: Interoffice Memorandum from Tom Knuckey to Joan Chizlett, dated 8/14/2012

In a follow up to several conversations we have had recently between the Expressway Authority and Atkins, we are requesting permission to make the changes to the project staffing and scope of work that are described in the attached Interoffice Memorandum from Tom Knuckey to Joann Chizlett, dated 8/14/2012. These changes are in response to the revisions to the project approach and resumption of project as requested by the Authority.
A summary of the project budget status and requested changes are listed in the table below.

Summary of Project Budget Requested Changes and Status

Budget Cost Item	Current Contract Amount as of SA No. 4	Requested Budget for SA No. 5	Budget Delta SA 5 – SA 4	Budget Spent to Date (as of date project on "Hold")
Atkins Labor	$542,424	$781,376	$238,952	$336,618
Atkins Expenses	$18,570	20,160	$1,590	$3,132
Subconsultant: Hofstetter Consulting Services, LLC	$113,250	$120,900	$7,650	$72,302
Steve Moon Associates	$24,500	$24,500	$0	$24,237
Project Reserve for Add'l Sub Support for Task 11	$20,000	$20,000	$0	$0
Subconsultant: Transportation Innovations, Inc.	$0	$9,100	$9,100	$0
TOTAL	$718,744	$976,036	$257,292	$436,289
TOTAL (Rounded)	**$718,700**	**$976,000**	**$257,300**	**$436,300**

ATKINS

INTEROFFICE MEMO

FROM: Tom Knuckey, PE
TO: Joann Chizlett, Sherry Christianson
DATE: August 14, 2012
SUBJECT: Requested Permission for Changes to Staffing and Scope of Work on Project 000821
ATTACHMENTS: None

In a follow up to several conversations we have had recently between the Expressway Authority and Atkins, we are requesting permission to make the following changes to the project staffing and scope of work in response to the revisions to the project approach and resumption of project as requested by the Authority.

Changes to Key Project Staff

- Add Tom Knuckey, PE as the Atkins Project Manager / Atkins Key Staff member.
- Add Donald Erwin as Deputy Project Manager / Atkins Key Staff member.
- Add Dean Kohr as an Atkins Key Staff member.
- Transition Walter Kristlibas from Project Manager / Atkins Key Staff member to Key Staff member.
- Add Cheri Bailey as an Atkins Staff member.
- Add Transportation Innovations, Inc. as a Subconsultant.

Changes to Project Scope of Work

Background

Atkins' work on this scope of services began on September 1, 2010, but work on the project was temporarily put on "hold" in mid-June 2011 at the request of the Authority. By that time several tasks in the Scope of Work had been completed; some were partially completed and one had not yet begun.

In addition, during the time that the project was put on "hold," several developments in Florida within the toll industry have caused the Authority to reconsider its original approach to the project. Some of the impacts to the project are described below.

Toll System Replacement Scope Adjustment & Accommodation of Consolidated Toll Back Office Customer Service Center/Video Processing Center (CSC/VPC) – In the Spring 2012 an initiative was announced by TEAMFL to establish a statewide consolidated Toll Back Office Customer Service Center/Video Processing Center (CSC/VPC) with which all interoperable toll systems in the state would interface and use to for ETC (transponder-enabled) payment processing and/or video processing services.

Under the Authority's original project approach for a full toll system replacement that included a new E-PASS CSC/VPC, depending on the timing of the implementation of a consolidated Toll Back Office, the Authority could be at risk of having to prematurely abandon a significant part of its new CSC/VPC before it reached the end of its useful life.

Therefore, instead of the total replacement of its Toll Collection System, the Authority intends to replace only the Roadside Toll Collection System (RTCS) elements from the lane up to the Transaction Host, and also the Video/Violation Processing Center (VPC) subsystem. The Authority would maintain the legacy CSC elements (including the TRIMS subsystem) until the new consolidated Toll Back Office is on-line. The new RTCS and new VPC must then be integrated with the legacy Host/CSC.

Project work completed to date under the original project approach of full replacement was conducted in the context of few internal or external legacy design constraints, and the ultimate toll system being fully Authority owned and operated. The new project approach of replacing only the RTCS and VPC presents a new set of legacy constraints on the design, particularly related to the configurations of internal elements and locations of subsystem interface points, such as those points of interface with the legacy host/CSC/VPC and the potential new statewide consolidated Toll Back Office.

As a result, it will be necessary to update the description of the Authority's legacy toll system processes and hardware/software (Task 3) to address new key points that are now relevant input for the updated design to address new legacy constraints. In addition, it will be necessary to update the System Update Plan/Concept of Operations (Task 4), Functional and Technical Requirements (Task 6) and Scope of Work (Contractor's) (Task 7) and Cost Estimate (Task 9) to reflect the new project approach and scope.

The Authority also requested that a new Task 13 - Consolidated Toll Back Office Concept and Options be added to provide support for the future implementation of the statewide consolidated Toll Back Office.

Universal Financial Message (UFM) data format - In order to more effectively support the integration of the Authority's new RCTS (lane/plaza/host elements) to a future Florida statewide consolidated back office, the Authority has confirmed its intent to use the Universal Financial Message (UFM) data format for toll transactions that will be similar to that used by Florida's Turnpike Enterprise (FTE).

Alternative Procurement Options - The Authority will continue to review new alternative options for procurement of the new toll collection system that were considered less viable with the original project approach.

Task 1 - Industry Overview

Status of Task at Time Project on "Hold"

Task 1 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," there have been some developments in the industry that the Authority believes can be adequately addressed by a brief statement added to the deliverable.

Considering the additional work needed on this task to update the Deliverables, it is projected that Task 1 is now approximately 98% Complete.

Scope of Work to Complete Task

Atkins shall review the Task 1 deliverable as it currently exists to validate that assumption, and add a brief statement to the document describing such developments and highlighting their potential impacts to the Authority. Of particular interest will be the current changes that other Florida Agencies are considering making that were not defined in June of 2011. (It is envisioned that the additional work will not require extensive research or depth of study, or significant changes to the existing Deliverable document.)

Task 2 – Stakeholder Interviews

Status of Task at Time Project on "Hold"

Task 2 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," there have been some developments at the Authority and in the toll industry (in Florida and beyond) (e.g. new Authority Board members and staff; Statewide consolidated Toll Back Office / Customer Service Center initiative, etc.). However, the Authority believes these can be adequately addressed by a brief statement added to the deliverable without conducting additional stakeholder interviews.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 2 is now approximately 97% Complete.

Scope of Work to Complete Task

Atkins will review the Task 2 deliverable as it currently exists to validate that assumption, and add a brief statement to the document briefly describing such developments. (It is envisioned that the additional work will not require additional rounds of stakeholder interviews, or extensive research or depth of study, or significant changes to the existing deliverable document.)

Task 3 – Evaluate Current System

Status of Task at Time Project on "Hold"

Task 3 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require update modifications to the deliverable document to address with some additional detail, the system elements impacted by the changes in scope and approach.

Considering the additional work needed on this task to update the Deliverables, it is projected that Task 3 is now approximately 75% Complete.

Scope of Work to Complete Task

Atkins will review the Task 3 deliverable as it currently exists to validate that assumption, and add a brief and appropriate statement to update the document.

It will be necessary to update the description of the Authority's legacy toll system processes and hardware/software to address new key points that are now relevant input for the updated design to address new legacy constraints. The Gap Analysis will be updated to better align with the new project approach. In the updated description, functions will be organized to closely align with the expected functional organization of the updated ultimate system design (i.e. RTCS (Lane / Plaza / Host), Video Image Processing, and Payment Processing/CSC).

It will also be necessary to update the documentation of system reports, their sources and how they are currently used in order to provide the basis for assigning appropriate functionality between the Transaction Host and the CSC elements.

The Business Rules document will be augmented to include lane/plaza business rules currently under development by the Authority.

The Technical Summary will be updated to reflect the new project approach and scope.

Task 4 – System Upgrade Plan/Concept of Operations

Status of Task at Time Project on "Hold"

Task 4 was approximately 90% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require update modifications to the deliverable document to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 4 is now approximately 65% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 4 deliverable to define the new project approach strategy; and to address the changes to the toll system concept of operations, system architecture and system concept necessitated by the Authority's changes to the project scope

and design, including the retainage of the legacy Host/CSC and additional integration requirements for the RTCS and new VPC.

For example, since, under the new approach, the new Roadside Toll Collection System may someday function with a Toll Back Office System (BOS) operated by a third-party payment processing service provider, it will be necessary to update the Tolling System Concept such that the RTCS design more directly facilitates future migration to a consolidated statewide Toll BOS or other payment processing system of similar capability and function. This will impact the original delineation between the RTCS and the Back Office System, and location of functions between the subsystems.

The Concept will be updated to address the two primary scenarios:

- The concept for the new Roadside Toll Collection System (RTCS) and VPC integrated with the legacy Host/CSC subsystem
- The concept for the new RTCS and new VPC integrated with the future statewide consolidated Toll Back Office

Under the new project approach, the Universal Financial Message (UFM) toll transaction generated by the new RTCS (and compatible with the future Toll Back Office) must be converted back to the legacy toll transaction format in order to be processed by the legacy host/CSC subsystem. Since the Authority will retain responsibility for the legacy host/CSC (including the TRIMS CSC interface), it will be necessary address issues related to preserving the intent of the Universal Financial Message toll transaction after it goes from the RTCS through a new Transaction Converter to the legacy Host/CSC (TRIMS).

It will also be necessary to update the concept for transaction reconciliation; particularly reconciliation between the RTCS, VPC and the CSC subsystems, and provide for reconciliation between the RTCS and a future statewide Toll Back Office system.

It will also be necessary to determine where video images from the new VPC will be stored such that they will be accessible from both the RTCS and the VPC applications.

It will be necessary to establish the Eden accounting system interface down to the RTCS from the original design.

It will also be necessary to update the concept for system reporting, now that there will be legacy elements in the back office area that must be accommodated by the new system, and the data sources for the reports will be different from where they would have originated under the full replacement system. There may also be a need for new reports under the partial replacement system than were required for the full replacement.

Task 5 – Procurement Method Evaluation

Status of Task at Time Project on "Hold"

Task 5 was approximately 60% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. As a result of these changes the Authority will continue to review options for procurement of the new toll collection system.

Additional work will be required to address the issues and questions that have come to light since the time that work was suspended, including reconsideration of opportunities to piggyback off of existing applicable state contracts.

The deliverable document must be updated in the areas that have been impacted by the project changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 5 is now approximately 80% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 5 deliverable to address the issues and new questions regarding procurement methods that have arisen as a result of the Authority's changes to the project scope and design.

Task 6 – Develop Requirements & Acceptance Criteria

Status of Task at Time Project on "Hold"

Task 6 in aggregate was approximately 60% Complete when project went on "hold."

The Functional Requirements deliverables (6a, 6b, 6c, 6d, 6f and Communications and Interface Specification) were submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

The Technical Requirements deliverables (6aa, 6bb, and 6cc) were completed in Draft form.

The Technical Requirements deliverable (6dd) was completed in Draft form and submitted to the Authority for comment.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 6 is now approximately 40% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Functional and Technical Requirements as documented in the current Task 6 deliverables (including 6a, 6b, 6c, 6d, 6f, 6g, 6aa, 6bb, 6cc, and 6dd).

The changes to the Functional and Technical Requirements include, but are not limited to, the retainage and integration of the legacy Host/CSC with the new Host. The Authority has indicated that it will be responsible for the legacy CSC Back Office System and any toll transaction message converter component that may be necessary to convert Universal Financial Message (UFM) formatted toll transaction files to the legacy transaction file format for transmission to the legacy Host/CSC. The changes also include the development and integration of a new VPC subsystem with the new RTCS and legacy Host/CSC elements.

It will be necessary to revise and update the Test Program (6a) to reflect the new project approach and resulting system configuration which would involve new mix of new and legacy system elements.

It will be necessary to review the KPMG findings related to the system, to ensure that they are addressed in the updated in the RTCS requirements.

It will be necessary to provide additional reporting requirements to the Lane/Plaza Functional Requirements (6b).

It will be necessary to update the Host Functional Requirements (6c) to redefine the delineation interface requirements between the RTCS Host and the CSC/VPC subsystems. It will be necessary to relocate the Eden accounting system interface down to the RTCS from the original design, and an interface may also be required for the Eden to the legacy Host/CSC.

Host sizing/redundancy and database requirements for the RTCS Host will be updated, as well as data retention requirements.

Although is it is envisioned that the CSC/VPC Requirements (6d) could be scaled back somewhat from their current state, it will be necessary to update the CSC/VPC Functional Requirements (6d) to define the CSC/VPS requirements to reflect the new project approach. For example, the exchange of data between CSC/VPS and the RTCS, and the associated reconciliation to ensure that information is not lost in the process. The design would also support the assumption that the CSC/VPC subsystem could eventually be replaced by the consolidated statewide Toll Back Office or other new payment processing subsystem. It will also be necessary to update the functional requirements for the VPC Image Processing subsystem that will now be separated from the legacy Host/CSC.

Some of the functionality described in the CSC/VPS Functional Requirements is expected to be relocated to the RTCS Host. Examples include parts of Section 7 – Reporting Capabilities, Section 8 – Enterprise-Wide Reporting System and Section 9.2 – Interoperability, Reconciliation and Funds Deposits.

It will also be necessary to update the Technical Requirements deliverables for Lane/Plaza (6aa) Host System (6bb) to reflect the new project approach and system design implications. The Enterprise Integration and Reporting Technical Requirements (6dd) will be updated to clarify: 1.) which requirements must be addressed in the RTCS contract; and 2.) which in the legacy CSC Back Office system.

It is envisioned that the CSC Technical Requirements (6cc) will be significantly scaled back, if not deleted entirely. However, it will be necessary to indicate the requirements for how the

legacy host/CSC will fit into the new design, and the associated requirements for interface and integration.

Task 7 – Scope of Work *(for Contractor)*

Status of Task at Time Project on "Hold"

Task 7 in aggregate was approximately 85% Complete when project went on "hold."

The Scope of Work Requirements deliverables (7a, 7b, 7c, 7d, and 7e) were submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 7 is now approximately 40% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Scope of Work Requirements as documented in the current Task 7 Deliverables (including 7a, 7b, 7c, and 7d).

The changes to the Scope of Work include, but are not limited to, new requirements to support the retainage and integration of the legacy Host/CSC with the new Toll System Host, the RTCS and new VPC.

Task 8 – Risk Analysis

Status of Task at Time Project on "Hold"

Task 8 in aggregate was approximately 5% Complete when project went on "hold."

The Risk Analysis deliverable initial Draft was under development and has not been submitted to the Authority for review and comment.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will likely impact the results of this task, but it is not expected to significantly affect the volume of work required to complete the deliverable documents.

Considering the remaining work needed on this task to complete the deliverables, it is projected that Task 8 remains approximately 5% Complete.

Scope of Work to Complete Task

Atkins will complete the work with no change to the original Scope of Work or fee.

Task 9 – Cost Estimate

Status of Task at Time Project on "Hold"

Task 9 was approximately 60% Complete when project went on "hold."

The Cost Estimate deliverable was submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 9 is still approximately 60% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Cost Estimate as documented in the current Task 9 Deliverable.

The changes to the Cost Estimate will mainly be related to the new requirements to support the retainage and integration of the legacy CSC/VPC with the new Toll System Host.

Task 10 – Assist with Preparation of Formal Procurement Package

Status of Task at Time Project on "Hold"

Task 10 was approximately 20% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. As a result of these changes the Authority is reconsidering the original options for procurement of the new toll collection system.

Some additional work will be required to adapt current work products to support the Authority's preferred procurement approach, including the potential for piggybacking off of existing applicable state contracts.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 10 is now approximately 15% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 10 work products to support the Authority's chosen procurement approach.

Task 11 – Evaluation Process (of Vendor Proposals)

Status of Task at Time Project on "Hold"

Task 11 had not begun and was 0% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will likely impact the results of this task, but it is not expected to significantly affect the volume of work required to complete the work.

Considering the remaining work needed on this task to complete the Deliverables, it is projected that Task 11 remains approximately 0% Complete.

Scope of Work to Complete Task

Atkins shall complete the work with no change to the original Scope of Work or fee.

Task 12 – Deliverable QA/QC & Project Management

Status of Task at Time Project on "Hold"

Task 12 was approximately 70% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will likely impact the results of this task in the following ways.

- Project management and administrative work as originally scoped through project completion.
- Additional QA/QC for documents that will require update/modification.
- Additional project management and administrative work to remobilize the project after nearly 11 months dormancy, including assessment of the status of the project work and deliverables in light of subsequent requested changes to the project scope.

Considering the remaining work needed on this task to complete the deliverables, it is projected that Task 12 remains approximately 50% Complete.

Scope of Work to Complete Task

From the time of the "hold," the following work items will be required to complete the work.

Atkins will provide additional QA/QC for all updated deliverables.

Atkins will provide project management support including that required for the remobilization of the project, including assessment of the status of the project work and deliverables in light of subsequent requested changes to the project scope.

The changes to the Scope of Work include, but are not limited to, new requirements to support the retainage and integration of the legacy CSC/VPC with the new Toll System Host.

ATKINS

INTEROFFICE MEMO

Task 13 – Consolidated Toll Back Office Concept and Options (NEW TASK)

Status of Task at Time Project on "Hold"

This is a new task that was not defined prior to the project being placed on hold. This task arose out of the effort of other Florida toll agencies to consider a new consolidated statewide toll back office.

Status of Task at Time of Work Resumption

This initiative did not exist prior to when the work was put on "hold." Since that action the Authority has changed the scope and approach to include a review of options for a concept of a consolidated toll back office. The Authority wishes to leverage the design work completed to date for its own new Toll Back Office that was to have been part of the original Toll System Replacement scope by having the work products to date, including such materials as system requirements, serve as the basis for the Authority's requirements for a new statewide consolidated Toll Back Office.

Scope of Work to Complete Task

Atkins will explore requirements, develop options and provide a concept for a consolidated toll back office. This task will explore various options which provide the Authority and other participating agencies flexibility in planning stages for a consolidated toll back office operations.

The task will include three (3) workshops to develop options for a toll back office services and concepts. These workshops are intended to involve Authority staff and required stakeholders that are familiar with the role and requirements of the toll back office function.

The task will consider options that include interoperability with other toll agencies, potential external interoperability with the Alliance for Toll Interoperability (ATI), and assessment of the Electronic Payment Industry National Interoperability Specification use for the Authority.

A deliverable of a concept and options will be provided in presentation format.

Once a concept option is selected by the Authority, Atkins will conduct a gap analysis to identify differences between the selected concept and the legacy Toll Back Office design as it currently stands when work was put on 'Hold." Atkins will identify areas where the back office legacy design requirements require update or modification in order to be consistent with the selected concept. Atkins will also update the requirements as necessary for conformance with the selected consolidated back office concept. Atkins will not advance the design of the back office requirements beyond the general state of completion they were in when the project was put on "Hold."

Changes to the Project Budget

- Due to the extended schedule for the project due to "hold" in activities, updated Labor Hourly Rates from 2010 to 2012 rates.

Previous Labor Budget Estimate.

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000702 - Proposed Adjustments
18-Jan-11

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	NOT USED	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
(Tom Knuckley)																	
Walter Kristibas	$82.00	19	48		16		40	88	8	10	16	160	30		434	$35,588.00	
Tom Delaney	$80.53	64					8	10					24		106	$8,536.18	
Brian Spence	$74.62									16		56	16		88	$6,567.76	
(Dean Kohr)																	
Phil Miller	$75.24	2	26	28	20	12	72	46		40	4		114		363	$27,312.12	
Chris Bausher	$64.32				120		84	97	8	13	22	155	54		553	$35,568.96	
(Dan Erwin)																	
Erik Berg	$60.58			173	40		124	80	16			80			513	$31,077.54	
Mike Davis	$68.51										40				40	$2,740.40	
Bob Lagatta	$55.29				24		36	31	16	20		55			182	$10,062.78	
Michael Lubin	$48.08							16							16	$769.28	
Luis Havia	$44.13			10		40	120	40		8					218	$9,620.34	
Kevin Yorke	$33.65				8										8	$269.20	
Hong-Ting Chen	$26.86	54		2		40	40	40		100					276	$7,413.36	
Chris Russo	$26.92	6					17	40		20					83	$2,234.36	
Kemba Hollingsworth	$21.22		9												9	$190.98	
(Cheri Bailey)																	
Evelyn Perez	$21.22	15			16	8	20	16		16	20		24		135	$2,864.70	
SUBTOTAL																	
TOTAL		160	82	213	243	100	561	504	48	243	102	506	262		3,024	$180,805.96	$59.79

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	160	$8,792.66	$26,378.26
Task 2 - Stakeholder Interviews	82	$6,007.98	$18,024.13
Task 3 - Evaluate Current System	213	$13,082.08	$39,246.66
Task 4 - System Upgrade Plan	243	$14,812.08	$44,436.71
Task 5 - Procurement Methods	100	$3,912.24	$11,736.85
Task 6 - Requirements & Acceptance Criteria	561	$31,498.80	$94,497.41
Task 7 - Scope of Work	504	$29,306.97	$87,921.85
Task 8 - Risk Analysis	48	$3,024.48	$9,073.54
Task 9 - Cost Estimate	243	$10,860.84	$32,642.87
Task 10 - Assist w/ Procurement Package	102	$6,192.80	$18,578.60
Task 11 - Evaluation Process	506	$35,150.07	$105,451.33
Task 12 - Major Deliverable QA/QC and Proj Mgmt	262	$18,144.96	$54,435.48
NOT USED	0	$0.00	$0.00
TOTAL	3,024	$180,805.96	$542,423.67

Labor	$180,805.96
Audited Overhead (OH) Rate	167.86%
Burdened Labor = Salary x (1 + OH Rate)	$484,306.84
Project Profit %	12.00%
Project Profit	$58,116.82
Loaded Labor = Burdened x (1 + Profit)	$542,423.67
Eff. Mult. OH + Profit = 300.003%	
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	$18,570.00
Hofstetter Consulting Services LLC	$113,250.00
Steve Moon Associates	$24,600.00
NOT USED	
Add sub. support if Authority request- Task 11	$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	$176,320.00
TOTAL LABOR PLUS DIRECTS AND SUBS	$718,743.67
ROUNDED	$718,700.00

ATKINS

INTEROFFICE MEMO

Proposed Revised Budget.

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
14-Aug-12

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Tom Knuckey	$83.01	1	1	8	12	4	12	12	2	2	4	12	48	120	238	$19,756.38	
Walter Kristikos	$86.57	19	48				26	141					18		252	$21,815.64	
Tom Delaney	$96.52	68					10	12					20	8	118	$11,389.36	
Brian Spence	$79.44									13		56	21		90	$7,149.60	
Dean Kohr	$82.10	1	1		16		6		8	8	17	160	16	8	241	$19,786.10	
Phil Miller	$75.24	2	25	28	24	14	70	46		40	4		114		367	$27,613.08	
Chris Bleuher	$70.23				191		134	115			16		53		509	$35,747.07	
Don Erwin	$71.07	4	4	8	24	12	12	19	8	10	24	156	160	16	456	$32,407.92	
Erik Berg	$80.66			215	49		149	114	15			80			622	$37,730.52	
Mike Davis	$72.98										42				42	$3,065.16	
Bob Lagatta	$69.36				30		43	44	15	16		55			203	$14,080.08	
Michael Lubin	$50.48				7			23							30	$1,514.40	
Luis Hevia	$46.82			12		28	144	97		6				32	279	$13,062.78	
Kevin Yorke	$33.65																
Hong-Ting Chen	$28.39	57		2		38	48	57		79			14		295	$8,375.05	
Chris Russo	$29.69	6					20	57		25					108	$3,206.52	
Kemba Hollingsworth	$31.69		9												9	$285.21	
Cheri Bailey	$22.52	1			20	7	29	23		13	21		31		140	$3,152.80	
Evelyn Perez	$21.22	15													15	$318.30	
SUBTOTAL																	
TOTAL		174	88	273	373	103	698	720	48	212	128	518	495	184	4,014	$260,455.97	$64.89

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	174	$10,945.25	$32,936.10
Task 2 - Stakeholder Interviews	88	$6,770.96	$20,313.10
Task 3 - Evaluate Current System	273	$16,999.88	$51,000.18
Task 4 - System Upgrade Plan	373	$25,091.99	$75,276.77
Task 5 - Procurement Methods	103	$4,785.66	$14,357.13
Task 6 - Requirements & Acceptance Criteria	698	$41,495.10	$124,486.63
Task 7 - Scope of Work	720	$44,873.93	$134,623.23
Task 8 - Risk Analysis	48	$3,341.68	$10,025.15
Task 9 - Cost Estimate	212	$10,244.34	$30,733.35
Task 10 - Assist w/ Procurement Package	128	$8,396.14	$25,188.69
Task 11 - Evaluation Process	518	$38,264.21	$114,793.85
Task 12 - Major Deliverable QA/QC and Proj Mgmt	495	$35,221.31	$105,665.06
Task 13 - Consolidated Toll Back Office Concept & Options	184	$14,025.52	$42,077.01
TOTAL	4,014	$260,455.97	$781,376.24

Labor	$260,455.97
Audited Overhead (OH) Rate	167.86%
Burdened Labor = Salary x (1 + OH Rate)	$697,657.36
Project Profit %	12.00%
Project Profit	$83,718.88
Loaded Labor = Burdened x (1 + Profit)	$781,376.24
(Eff. Mult. OH + Profit = 300.003%	
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	$20,160.00
Hofstetter Consulting Services LLC	$120,900.00
Steve Moon Associates	$24,500.00
Transportation Innovations, Inc.	$9,100.00
Add sub. support if Authority request- Task 11	$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	$194,660.00
TOTAL LABOR PLUS DIRECTS AND SUBS	$976,036.24
ROUNDED	$976,000.00

ATKINS

INTEROFFICE MEMO

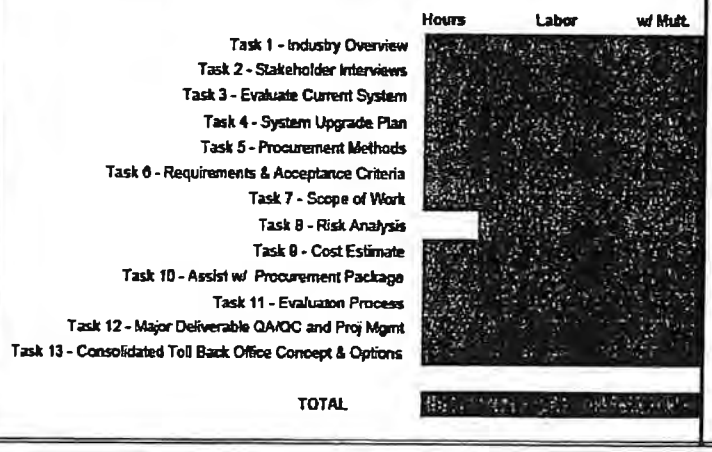
Changes from the Prior Budgeted Hours to the Proposed Hours

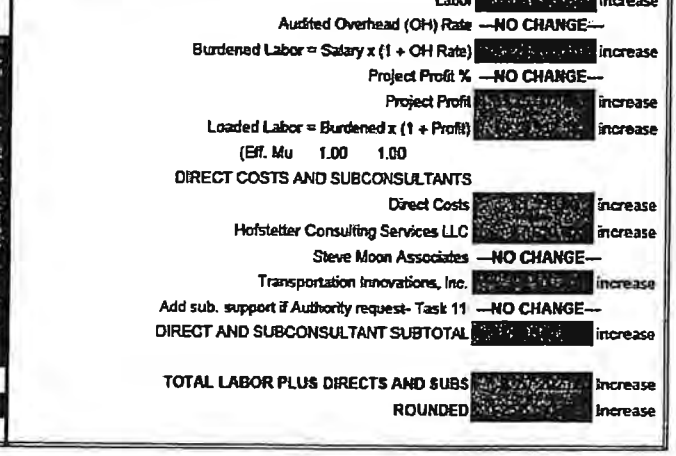
Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
14-Aug-12

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate Note: Rates Updated to 2012	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
(Tom Kruckey)	$83.01																
Walter Kristlibas	$86.67																
Tom Delaney	$96.52																
Brian Spence	$79.44																
(Dean Kohr)	$82.10																
Phil Miller	$75.24																
Chris Bausher	$70.23																
(Don Erwin)	$71.07																
Erik Berg	$60.66																
Mike Davis	$72.08																
Bob Lagatta	$69.36																
Michael Lubin	$50.48																
Luis Hevia	$46.82																
Kevin Yorke	$33.65																
Hong-Ting Chen	$28.39																
Chris Russo	$29.69																
Kemba Hollingsworth	$31.69																
(Cheri Bailey)	$22.52																
Evelyn Perez	$21.22																
SUBTOTAL																	
TOTAL																	

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES





ATKINS

INTEROFFICE MEMO

Proposed Revised Budget – Direct Expenses

Orlando-Orange County Expressway Authority
DIRECT COSTS ROLLUP
Contract 000702
7-Aug-12

		Expense Categories					
Proposed Staff		**Air Travel**	**Lodging Nights**	**Rental Car Days**	**Per Diem Meals**		
Chris Bausher							
Erik Berg		5	18	18	18		
Hong-Ting Chen							
Mike Davis							
Tom Delaney							
Luis Hevia							
Walter Kristlibas		0	26	26	26		
Bob Lagatta							
Phil Miller							
Evelyn Perez							
Chris Russo							
Brian Spence							
Kevin Yorke							
TOTAL		5	44	44	44		

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Quantities	Estimated Unit Cost	Extended Costs	Note, Consultant will only bill actual travel expenses incurred and per-diem for meals during travel.
Air Travel	5	$800.00	$4,000.00	
Lodging Nights	44	$150.00	$6,600.00	
Rental Car Days	44	$70.00	$3,080.00	
Per Diem Meals	44	$45.00	$1,980.00	
Lump Sum - Miles, Tolls, Repro,, Tele., Sharepoint	1	$4,500.00	$4,500.00	
TOTAL			**$20,160.00**	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 6 entered into this 28th day of March, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services identified as Task 14, Interim Toll Services Agreement, with an increase in the Contract amount of $165,600.00 and no increase in the term of the Contract.

2. The Consultant hereby agrees to provide the additional services and the increase in the Contract amount, both of which are detailed in the attached memorandum dated March 8, 2013, and identified as Exhibit A.

3. The Authority and Consultant agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 6 is necessary to provide the additional services required to complete Task 14 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $165,600.00

This Supplemental Agreement No. 6 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name: THOMAS S. KNUCKEY

Title: VICE PRESIDENT

Attest: _____ (Seal)

NANCY S. GERRITY
MY COMMISSION # EE4386
EXPIRES: July 05, 2014
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

RECEIVED
CONTRACTS DEPT
SIGNATURE / DATE 7/4/13

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE
TO: Joann Chizlett, David Wynne
DATE: March 12, 2013
SUBJECT: **Requested Permission for Changes to Staffing, Scope of Work, and Budget for Project 000821 Supplemental Agreement No. 6 Task 14 – Interim Tolls Services Agreement**
ATTACHMENTS: None

As a follow-up to recent conversations between the Expressway Authority and Atkins, we are requesting permission to make the following changes to the project staffing and scope of work in response to the revisions to the project approach and resumption of project as requested by the Authority.

Changes to Key Project Staff

- Add Jorge Figueredo as an Atkins Key Staff member.

Changes to Project Scope

New Task 14 – Interim Toll Services Agreement

Introduction

Task 14 is a new task related to the continued development of the Consolidated Back Office Planning efforts that were begun in Task 13. The expected outcome of this task is to provide the Authority with documents (A.) an Interim Toll Services Agreement which will include B.) a Performance Metrics attachment, and C.) a Draft Inter-Local Agreement) that can be used for migration and transfer of certain toll operations functions to a back office provider for the consolidation of E-PASS and SunPass accounts.

Atkins' approach to the task development will involve a kick-off meeting and brief initial data collection step, followed by three (3) subtasks to develop each of the documents mentioned above. These documents will be developed concurrently to the extent possible. Written preliminary documents will be provided to the Authority for review in advance of workshops where collaborative discussions will be used to refine the documents. We anticipate the workshops to be iterative tool to develop the content for the written document. Atkins envisions a workshop session for each document to occur 1.) after the outline stage and 2.) just after the midway point of document development. Each document has a distinct nature but all must be developed in a coordinated consistent manner. Therefore each workshop session is generally envisioned to be a stand-alone activity, but several workshop sessions could be conducted in conjunction with each other as part of a daylong workshop event. To be flexible to the Authority's schedule, the workshop sessions can be

separated to consume less time during any one day. Atkins anticipates the following topics to be covered during the series of workshops:

	A. Interim Toll Services Agreement (ITSA)	B. Performance Metrics for ITSA	C. DRAFT Inter-local Agreement (ILA)
Workshop 1 at OOCEA	Session 1A. Outline and structure of document	Session 1B. Outline, categories and structure of performance metrics	Session 1C. Outline, structure and key issues to be addressed in the document
Workshop 2 at OOCEA	Session 2A. Preliminary ITSA document	Session 2B. Preliminary performance metrics	Session 2C. Preliminary Draft ILA document

Following the last workshop, Atkins will submit completed Draft documents for the Authority's ongoing use. Atkins has also included, as *Optional Services,* a limited number of hours to support addressing any comments or edits the Authority might request be made to the documents.

Project Management

Atkins will provide project management, coordination with Authority staff, development of meetings, agendas, meeting notes and quality control of all deliverables.

Kick-off Meeting & Data Collection

Atkins will conduct a task kick-off meeting with the Authority to formally begin work; review the scope of work, and task timeline; and address other administrative and general items. Atkins will review existing information, notes and related materials providing background for the task.

A. Development of Interim Toll Services Agreement (ITSA)

Atkins will develop documentation and provide supporting services to create an Interim Toll Services Agreement (ISTA), intended to define the Authority's toll services business relationship regarding the transfer of E-PASS toll services to another back office provider such as Florida's Turnpike Enterprise (FTE) SunPass program.

Atkins' approach will include the following activities:

Preliminary Outline of Interim Toll Services Agreement

Atkins will develop a Preliminary Outline of the Interim Toll Services Agreement for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop.

Workshop Session 1A
Atkins will facilitate a Workshop Session (1A) at the Authority HQ offices. The objective of the workshop will be to establish the basic structure for the document; identify key categories and issues that will be developed as part of the document. Other workshop sessions (1B and 1C), described below, may be conducted in conjunction with this workshop session.

Preliminary Interim Toll Services Agreement
Based on the results of Workshop Session 1A, Atkins will prepare and submit a Preliminary Interim Toll Services Agreement document for review by Authority staff.

Workshop Session 2A
Atkins will facilitate a second Workshop Session (2A) at the Authority HQ offices. The objective of the workshop session will be to review the Preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Preliminary Interim Toll Services Agreement. Other workshop sessions (2B and 2C), described below, may be conducted in conjunction with this workshop session.

DRAFT Final Interim Toll Services Agreement
Based on the results of Workshop Session 2A, Atkins will prepare and submit a DRAFT FINAL Interim Toll Services Agreement for review by Authority staff.

Optional Services - Final Interim Toll Services Agreement
Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL Interim Toll Services Agreement.

B. Development of Performance Metrics for Interim Toll Services
Atkins will provide technical support for development of Performance Metrics which would be an attachment to the Interim Toll Services Agreement. Atkins' approach will include the following activities:

Preliminary Outline of Performance Metrics
Atkins will develop a Preliminary Outline of the Performance Metrics for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop. This outline will include a listing of the names of various Performance Attributes grouped by Functional Area with no specific metrics at this point.

Workshop Session 1B
Atkins will facilitate a Workshop Session (1B) at the Authority HQ offices. The objective of the workshop will be to establish the basic structure for the performance metrics; identify key issues that should be addressed by it; and identify necessary functional categories and process attributes that should be included in it. As indicated above, this workshop session may be conducted in conjunction with workshop sessions 1A and 1C.

Preliminary of Performance Metrics
Based on the results of Workshop Session 1B, Atkins will prepare and submit a Preliminary listing of the Performance Metrics for review by Authority staff. This document will include a listing of the various Performance Attributes grouped by Functional Area with draft descriptions and metrics.

Workshop Session 2B
Atkins will facilitate a second Workshop (2B) at the Authority HQ offices. The objective of the workshop will be to review the Preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Schedule of the Performance Metrics. As indicated above, this workshop may be conducted in conjunction with workshop sessions 2A and 2C.

DRAFT Final Schedule of Performance Metrics
Based on the results of Workshop Session 2B, Atkins will prepare and submit a DRAFT FINAL listing of the Performance Metrics for review by Authority staff.

Optional Services - Final Performance Metrics
Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL listing of the Performance Metrics.

C. Development of Draft Inter-Local Agreement (ILA)
Atkins will provide technical support for development of a Draft Inter-Local Agreement. Atkins' approach will include the following activities:

Preliminary Outline of Draft Inter-Local Agreement
Atkins will develop a Preliminary Outline of the Draft Inter-Local Agreement for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop.

Workshop Session 1C
Atkins will facilitate a Workshop Session (1C) at the Authority HQ offices. The objective of the workshop session will be to establish the basic structure for the document; identify key issues that should be addressed by it; and identify necessary content that should be included in it. Other workshop sessions (1A and 1B), described above, may be conducted in conjunction with this workshop session.

Preliminary version of Draft Inter-Local Agreement
Based on the results of Workshop Session 1C, Atkins will prepare and submit a Preliminary version of Draft Inter-Local Agreement for review by Authority staff.

Workshop Session 2C
Atkins will facilitate a second Workshop Session (2C) at the Authority HQ offices. The objective of the workshop will be to review the preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Draft Inter-Local

Agreement. Other workshop sessions (2A and 2B), described above, may be conducted in conjunction with this workshop session.

Completed version of Draft Inter-Local Agreement
Based on the results of Workshop Session 2C, Atkins will prepare and submit a completed version of Draft Inter-Local Agreement for review and additions by Authority staff.

Optional Services - Final version of Draft Inter-Local Agreement
Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL version of Draft Inter-Local Agreement.

Changes to the Project Budget

The table below provides an updated summary of the requested additional fee amount to provide the services as indicated in this scope of work for SA No. 6 Task 14.

Estimated Fee Cost Item	SA No. 6 – Task 14 Total Requested Contract Fee Amount
Atkins Labor	$150,155
Atkins Expenses	$500
Subconsultant: Hofstetter Consulting Services, LLC	$7,900
Subconsultant: Transportation Innovations, Inc.	$7,000
TOTAL	$165,555
TOTAL (Rounded)	**$165,600**

Included in the fee of above table are the following optional services that are broken out below:

Optional Services **- Atkins Support for Final Edits and Revisions** *(after submittal of the completed documents)*	
A. Interim Toll Services Agreement (ITSA)	$10,585
B. Performance Metrics for ITSA	$4,596
C. DRAFT Inter-local Agreement (ILA)	$7,258
Total	**$21,440**

Previous Labor Budget Estimate

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
14-Aug-12

PROJECT DESCRIPTION: **Tasks**

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluaton Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	NOT USED	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Tom Knuckey	$83.01	1	1	8	12	4	12	12	2	2	4	12	48	120		239	$19,756.38	
(Jorge Figueredo)	$103.85																	
Walter Kristibes	$86.57	19	48				26	141					18			252	$21,815.64	
Tom Delaney	$96.52	68					10	12					20	8		118	$11,389.36	
Brian Spence	$79.44									13		56	21			90	$7,149.60	
Dean Kohr	$82.10	1	1		16		6		8	8	17	160	16	8		241	$19,786.10	
Phil Miller	$75.24	2	25	28	24	14	70	46		40	4		114			367	$27,613.00	
Chris Bausher	$70.23				191		134	116			16		53			509	$35,747.07	
Don Erwin	$71.07	4	4	8	24	12	12	19	8	10	24	156	160	16		456	$32,407.92	
Erik Berg	$60.66			215	49		149	114	15			80				622	$37,730.52	
Mike Davis	$72.98										42					42	$3,065.16	
Bob Lagatta	$69.36				30		43	44	15	16		56				203	$14,080.00	
Michael Lubin	$50.48				7			23								30	$1,514.40	
Luis Hevia	$46.82			12		28	144	67		6				32		279	$13,062.70	
Kevin Yorke	$33.65																	
Hong-Ting Chen	$28.39	57		2		38	48	57		79			14			295	$8,375.05	
Chris Russo	$29.69	6					20	57		26						108	$3,206.52	
Kemba Hollingsworth	$31.69		9													9	$285.21	
Cheri Barfey	$22.52	1			20	7	24	23		13	21		31			140	$3,152.80	
Evelyn Perez	$21.32	15														15	$319.80	
(J B Park)	$23.00																	
SUBTOTAL																		
TOTAL		174	88	273	373	103	698	720	48	212	128	518	495	184		4,014	**$260,456.97**	**$64.89**

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	174	$10,945.25	$32,836.10
Task 2 - Stakeholder Interviews	88	$6,770.96	$20,310.10
Task 3 - Evaluate Current System	273	$16,999.88	$51,000.18
Task 4 - System Upgrade Plan	373	$25,091.99	$75,276.77
Task 5 - Procurement Methods	103	$4,705.66	$14,057.13
Task 6 - Requirements & Acceptance Criteria	698	$41,495.10	$124,486.63
Task 7 - Scope of Work	720	$44,973.93	$134,923.23
Task 8 - Risk Analysis	48	$3,041.63	$9,085.15
Task 9 - Cost Estimate	212	$10,744.34	$32,233.35
Task 10 - Assist w/ Procurement Package	128	$8,306.14	$24,186.69
Task 11 - Evaluaton Process	518	$38,264.21	$114,795.65
Task 12 - Major Deliverable QA/QC and Proj Mgmt	495	$35,221.31	$105,663.96
Task 13 - Consolidated Toll Back Office Concept & Options	184	$14,025.52	$42,077.01
NOT USED	0	$0.00	$0.00
TOTAL	**4,014**	**$260,456.97**	**$781,376.24**

Labor	$260,456.97
Audited Overhead (OH) Rate	167.96%
Burdened Labor = Salary x (1 + OH Rate)	$697,657.36
Project Profit %	12.00%
Project Profit	$83,718.88
Loaded Labor = Burdened x (1 + Profit)	**$781,376.24**
(Eff. Mult. OH + Profit =	300.003%
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	$20,160.00
Hollstetter Consulting Services LLC	$120,900.00
Steve Moon Associates	$24,500.00
Transportation Innovations, Inc	$9,100.00
Add sub support if Authority request Task 11	$30,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	**$184,660.00**
TOTAL LABOR PLUS DIRECTS AND SUBS	$976,036.24
ROUNDED	**$976,000.00**

Proposed Revised Budget

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
8-Mar-13

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	Task 14 - Interim Toll Services Agreement	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Tom Knuckey	$83.01	1	1	8	12	4	12	12	2	2	4	12	48	120	120	368	$29 717 58	
Jorge Figueredo	$103.85														40	40	$4 154 00	
Walter Kristbas	$86.57	19	48				26	141					18			252	$21 815 64	
Tom Delaney	$96.52	58					16	12					20	8	11	129	$12,451 08	
Brian Spence	$79.44									13		56	21			90	$7,149 60	
Dean Kohr	$82.10	1	1		16		6		8	8	17	160	16	6		241	$19 786 10	
Phil Miller	$75.24	2	25	28	24	14	70	46		40	4		114			367	$27 613 08	
Chris Bausher	$70.23				191		134	116			16		63			609	$35,747 07	
Don Erwin	$71.07	4	4	8	24	12	12	18	8	10	24	166	160	16	247	703	$49 962 21	
Erik Berg	$60.66			215	49		149	114	15			80				622	$37,730 52	
Mike Davis	$72.98										42					42	$3,065 16	
Bob Lagatta	$69.38				30		43	44	15	16		55				203	$14,080 06	
Michael Lubin	$50.48				7			23								30	$1,514 40	
Luis Hevia	$46.82			12		28	144	67		6				32	368	647	$30,292 54	
Kevin Yorke	$33.65																	
Hong-Ting Chen	$28.39	57		2		38	48	67		79			14			296	$8 375 06	
Chris Russo	$29.69	6					20	67		25						108	$3,206 52	
Kemba Hollingsworth	$31.69		9													9	$285 21	
Cheri Bailey	$22.52	1			20	7	24	23		13	21		31		4	144	$3,242 88	
Evelyn Perez	$21.22	15														16	$318 36	
J. B. Park	$23.00																	
SUBTOTAL																		
TOTAL		174	88	273	373	103	698	720	48	212	128	518	495	184	790	4,014	$310,507.02	$77.36

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	[illegible]	$10 945 25	[illegible]
Task 2 - Stakeholder Interviews	[illegible]	$6 770 95	[illegible]
Task 3 - Evaluate Current System	[illegible]	$16 999 88	[illegible]
Task 4 - System Upgrade Plan	[illegible]	$25 051 99	[illegible]
Task 5 - Procurement Methods	[illegible]	$4 765 66	[illegible]
Task 6 - Requirements & Acceptance Criteria	[illegible]	$41 495 10	[illegible]
Task 7 - Scope of Work	[illegible]	$44 873 93	[illegible]
Task 8 - Risk Analysis	[illegible]	$3 341 66	[illegible]
Task 9 - Cost Estimate	[illegible]	$13 244 34	[illegible]
Task 10 - Assist w/ Procurement Package	[illegible]	$8 396 74	[illegible]
Task 11 - Evaluation Process	[illegible]	$38 264 21	[illegible]
Task 12 - Major Deliverable QA/QC and Proj Mgmt	[illegible]	$35 221 31	[illegible]
Task 13 - Consolidated Toll Back Office Concept & Options	[illegible]	$14 [illegible] 52	[illegible]
Task 14 - Interim Toll Services Agreement	[illegible]	$59 661 66	[illegible]
TOTAL	4 [illegible]	**$310,507.02**	**$931 531.00**

Labor	$310 507 02
Audited Overhead (OH) Rate	107 85%
Burdened Labor = Salary x (1 + OH Rate)	$631 724 13
Project Profit %	12 65%
Project Profit	$99,806 89
Loaded Labor = Burdened x (1 + Profit)	**$931,531.00**
(Eff. Mult. OH + Profit =	300 003%
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	$20,860.00
Hofstetter Consulting Services LLC	$128,800.00
Steve Mach Associates	$24,500.00
Transportation Innovations, Inc	$16,100.00
Additional support if Authority requests Task 11	$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	**$210,060.00**
TOTAL LABOR PLUS DIRECTS AND SUBS	$1,141,[illegible]
ROUNDED	**$1,141,600.00**

Changes from the Prior Budgeted Hours to the Proposed Hours

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
8-Mar-13

PROJECT DESCRIPTION: **Tasks**

Proposed Staff	Rate Note: Rates Updated to 2012	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	Task 14 - Interim Toll Services Agreement	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
	Highlighted cells show requested increase (+) or decrease (-) from Chg2 proposed budget.																	
Tom Knuckey	$83 01														120	120	9,961	
(Jorge Figueredo)	$103 85														40	40	4,154	
Walter Kristibas	$66.57																	
Tom Delaney	$96.52														11	11	1,062	
Brian Spence	$79 44																	
Dean Kohr	$82.10																	
Phil Miller	$75.24																	
Chris Baushor	$70.23																	
Don Erwin	$71.07														247	247	17,554	
Erik Berg	$60 66																	
Mike Davis	$72 98																	
Bob Lagatta	$69 36																	
Michael Lubin	$50 48																	
Luis Hevia	$46.82														368	368	17,230	
Kevin Yorke	$33 65																	
Hong-Ting Chen	$28 39																	
Chris Russo	$29 69																	
Komba Hollingsworth	$31.69																	
Chori Bailey	$22 52														4	4	90	
Evelyn Perez	$21.22																	
(J. B. Park)	$23.00																	
SUBTOTAL																		
TOTAL															790		50,051	12

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview			
Task 2 - Stakeholder Interviews			
Task 3 - Evaluate Current System			
Task 4 - System Upgrade Plan			
Task 5 - Procurement Methods			
Task 6 - Requirements & Acceptance Criteria			
Task 7 - Scope of Work			
Task 8 - Risk Analysis			
Task 9 - Cost Estimate			
Task 10 - Assist w/ Procurement Package			
Task 11 - Evaluation Process			
Task 12 - Major Deliverable QA/QC and Proj Mgmt			
Task 13 - Consolidated Toll Back Office Concept & Options			
Task 14 - Interim Toll Services Agreement		$50,051.05	$150,154.75
TOTAL	790.0	**$50,051.05**	**$150,154.75**

Labor	50,051	increase
Audited Overhead (OH) Rate	---NO CHANGE---	
Burdened Labor = Salary x (1 + OH Rate)	134,067	increase
Project Profit %	---NO CHANGE---	
Project Profit	16,088	increase
Loaded Labor = Burdened x (1 + Profit)	150,155	increase
(Eff. Mu 1.00 1.00 1.00		
DIRECT COSTS AND SUBCONSULTANTS		
Direct Costs	600	increase
Hallstetter Consulting Services LLC	7,900	increase
Steve Moon Associates	---NO CHANGE---	
Transportation Innovations Inc	7,000	increase
Add sub support if Authority request- Task 11	---NO CHANGE---	
DIRECT AND SUBCONSULTANT SUBTOTAL	15,400	increase
TOTAL LABOR PLUS DIRECTS AND SUBS	165,555	Increase
ROUNDED	165,600	Increase

Proposed Revised Budget – Subconsultant Expenses

Hofstetter Consulting Services LLC
Subcontract Estimate for Change 6

Task	Consultant	Estimated Hours	Hourly Rate	Est. Cost
Task 14 - Interim Toll Services Agreement	Sue Hofstetter	40	$150	$6,000
Subtotal Hours		**40**		**$6,000**
Travel		**Est. Per Trip Cost**	**# Trips**	**Est. Cost**
5 day Trip	Sue Hofstetter	1250	0	$0
3 day Trip	Sue Hofstetter	950	2	$1,900
Subtotal Travel				**$1,900**
Subcontract Total Estimate - SA 5				**$120,900**
SUBCONTRACT TOTAL Chg 6				**$128,800**

Transportation Innovations, Inc.
Subcontract Estimate for Change 6

Task	Consultant	Estimated Hours	Hourly Rate	Est. Cost
Task 14 - Interim Toll Services Agreement	Harold Worrall, PhD	40	$175	$7,000
Subtotal Hours		**40**		**$7,000**
Travel		**Est. Per Trip Cost**	**# Trips**	**Est. Cost**
N/A		0	0	$0
N/A		0	0	$0
Subtotal Travel				**$0**
Subcontract Total Estimate - SA 5				**$9,100**
SUBCONTRACT TOTAL Chg 6				**$16,100**

Changes to the Project Schedule

The following Preliminary Milestone Schedule provides anticipated dates for the completion of Task 14 as described above.

Preliminary Milestone Schedule

Activity	Date		Deliverables
	Original	SA 6	
Task 14 - Workshop 1 - Sessions 1A, 1B, 1C	N/A	4/15/2013	Tentative
Task 14 - Workshop 2 - Sessions 2A, 2B, 2C	N/A	5/15/2013	Tentative
Task 14 - Final DRAFT Deliverables Interim Toll Services Agreement, Schedule of Performance Metrics, DRAFT Interlocal Agreement	N/A	6/15/2015	Tentative
Task 14 - Final Deliverables Interim Toll Services Agreement, Schedule of Performance Metrics, DRAFT Interlocal Agreement	N/A	6/30/2015	Tentative

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 7 entered into this 1st day of October, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2014.

2. The Authority confirms its authorization for the creation of new Task No. 15 effective September 1, 2013, to complete the Consultant services related to the development of the Request for Proposals activities. Task No. 15 will be funded by the re-distribution of the current Contract budget as shown on the attached Exhibit A. There will be no increase in the current Contract amount.

3. The Consultant hereby agrees to the extension of the term of the Contract, the re-distribution of the current Contract budget, and accepts the authorization to proceed with Task No. 15.

4. The Authority and Consultant agree that this Supplemental Agreement No.7 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 7; that acceptance of this Supplemental Agreement No. 7 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

5. This Supplemental Agreement No. 7 is necessary to extend the term of the Contract and to authorize the creation of Task No. 15.

SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $0.00

This Supplemental Agreement No. 7 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

By: Thomas J. Delaney

Print Name: Thomas J. Delaney

Title: VP, Sector Manager

Attest: Kellie M Brabant (Seal)
(Secretary or Notary)

KELLIE M. BRABANT
Notary Public - State of Florida
My Comm. Expires Aug 22, 2017
Commission # FF 013702
Bonded Through National Notary Assn

RECEIVED
CONTRACTS DEPT
10/7/13
SIGNATURE / DATE

Exhibit A

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM:	Tom Knuckey, PE
TO:	Joann Chizlett
DATE:	September 19, 2013
SUBJECT:	**Requested Permission for Task budget re- alignments on Project Contract 000821; Task 15 – RFP Completion Process**
ATTACHMENT	**Request for Budget Re-alignment Summary**

This is a follow up to the conversations during our meeting 9/16 regarding the budget status of the project. As we indicated during the meeting we are requesting a zero dollar task re-alignment for a time extension of the current contract and the realignment of budgets within certain already approved tasks. The purpose of the request is as follows:

- Extend completion time on contact #000821 approximately 1 year through December 2014
- Redistributed unused budgets in various tasks and create a new task (#15) for the completion of the RFP development

The RFP documents will be completed by Atkins with the Authority's input and collaboration on or before the expected date of December 2, 2013. Budgetary amounts will be redistributed as indicated in the attached excel spreadsheet to cover cost on existing tasks and allocate unspent amounts to a new Task 15 for the completion of the effort. The below spread sheets shows the current budget, requested re-alignment amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	**Contracted Amount**
Original Contract Amount	$725,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$9,362.49
Supplemental Agreement No. 3	$0.00
Supplemental Agreement No. 4	$0.00
Supplemental Agreement No. 5	$262,000.00
Supplemental Agreement No 6	$165,600.00
Amount requested for Budget re-alignment (Task 15)	**$0.00**
Total Revised Contract Amount	$1,161,962.49

Details of this budget re-alignment request by individual tasks are attached below. It includes $6000 in subconsultant fees for Hofstetter Consulting and a realignment of $141,720.64 for Atkins services. The amount for Atkins services will include all labor and expenses.

Thank you for your consideration of this request and feel free to let me know if you have any questions.

Budget Redistribution Summary

TASK NO.	TASK DESCRIPTION	TASK Budget	Requested Budget Re-Alignment	New Proposed Budget
1 - Closed	INDUSTRY OVERVIEW	$ 27,244.89	$ -	$ 27,244.89
2 - Closed	STAKEHOLDER INTERVIEWS	$ 17,985.39	$ -	$ 17,985.39
3 - Closed	EVALUATE CURRENT SYSTEM	$ 55,231.95	$ -	$ 55,231.95
4 - Closed	SYSTEM UPGRADE PLAN	$ 77,927.39	$ -	$ 77,927.39
5	PROCUREMENT METHODS	$ 15,396.66	$ (3.00)	$ 15,393.66
6	REQUIREMENTS & ACCEPTANCE	$ 124,486.63	$ 73,742.00	$ 198,228.63
7	SCOPE OF WORK	$ 134,623.23	$ 39,029.04	$ 173,652.27
8	RISK ANALYSIS	$ 10,025.15	$ (764.63)	$ 9,260.52
9	COST ESTIMATE	$ 30,733.35	$ (2,000.22)	$ 28,733.13
10	ASSIST WITH PROCUREMENT PACKAGE	$ 25,188.69	$ (10,952.97)	$ 14,235.72
11	EVALUATION PROCESS	$ 114,793.85	$ (114,793.85)	$ -
12	MAJOR DELIVERABLE QA/QC AND PROJECT MANAGEMENT	$ 105,665.06	$ 20,562.19	$ 126,227.25
13	CONSOLIDATED TOLL BACK OFFICE	$ 42,077.21	$ 1,165.54	$ 43,242.75
14	INTERIM TOLLS SERVICES AGREEMENT	$ 150,155.00	$ (72,865.52)	$ 77,289.48
15	RFP CLOSE OUTS		$ 141,720.64	$ 141,720.64
LABOR	***Atkins LABOR TOTALS***	***$ 931,534.45***	***$ 74,839.22***	***$ 1,006,373.67***
EXPENSES	LUMP SUM & DIRECTS	$ 20,660.00	$ (14,691.12)	$ 5,968.88
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	$ 189,400.00	$ (39,780.06)	$ 149,619.94
UNASSIGNED	UNASSIGNED FUNDS	$ 20,368.04	$ (20,368.04)	$ -
		$ 1,161,962.49	$ -	$ 1,161,962.49

Request for Budget Re-alignment Summary

Summary Invoice for services through August 31, 2013

TASK NO.	TASK DESCRIPTION	TASK BUDGET	REQUESTED BUDGET RE-ALIGNMENT	NEW PROPOSED BUDGET	PREVIOUSLY INVOICED	CURRENT INVOICE	TOTAL INVOICED TO DATE	BALANCE REMAINING
1 - Closed	INDUSTRY OVERVIEW	$ 27,244.89	$ -	$ 27,244.89	$ 27,244.89	$ -	$ 27,244.89	$ -
2 - Closed	STAKEHOLDER INTERVIEWS	$ 17,985.39	$ -	$ 17,985.39	$ 17,985.39	$ -	$ 17,985.39	$ -
3 - Closed	EVALUATE CURRENT SYSTEM	$ 55,231.95	$ -	$ 55,231.95	$ 55,231.95	$ -	$ 55,231.95	$ -
4 - Closed	SYSTEM UPGRADE PLAN	$ 77,927.39	$ -	$ 77,927.39	$ 77,927.39	$ -	$ 77,927.39	$ -
5	PROCUREMENT METHODS	$ 15,396.66	$ (3.00)	$ 15,393.66	$ 15,287.04	$ 106.62	$ 15,393.66	$ -
6	REQUIREMENTS & ACCEPTANCE	$ 124,486.63	$ 73,742.00	$ 198,228.63	$ 124,413.78	$ 73,814.85	$ 198,228.63	$ -
7	SCOPE OF WORK	$ 134,623.23	$ 39,029.04	$ 173,652.27	$ 106,002.57	$ 67,649.70	$ 173,652.27	$ -
8	RISK ANALYSIS	$ 10,025.15	$ (764.63)	$ 9,260.52	$ 4,615.35	$ 4,645.17	$ 9,260.52	$ -
9	COST ESTIMATE	$ 30,733.35	$ (2,000.22)	$ 28,733.13	$ 19,139.40	$ 9,593.73	$ 28,733.13	$ -
10	ASSIST WITH PROCUREMENT PACKAGE	$ 25,188.69	$ (10,952.97)	$ 14,235.72	$ 6,819.87	$ 7,415.85	$ 14,235.72	$ -
11	EVALUATION PROCESS	$ 114,793.85	$ (114,793.85)	$ -	$ -	$ -	$ -	$ -
12	MAJOR DELIVERABLE QA/QC & PROJECT MGT	$ 105,665.06	$ 20,562.19	$ 126,227.25	$ 105,608.04	$ 20,619.21	$ 126,227.25	$ -
13	CONSOLIDATED TOLL BACK OFFICE	$ 42,077.21	$ 1,165.54	$ 43,242.75	$ 42,070.08	$ 1,172.67	$ 43,242.75	$ -
14	INTERIM TOLLS SERVICES AGREEMENT	$ 150,155.00	$ (72,865.52)	$ 77,289.48	$ -	$ 77,289.48	$ 77,289.48	$ -
15	**RFP CLOSE OUTS**		$ 141,720.65	$ 141,720.64	$ -	$ -	$ -	$ 141,720.65
LABOR	*Atkins LABOR TOTALS*	*$ 931,534.45*	*$ 74,839.23*	*$ 1,006,373.68*	*$ 602,345.75*	*$ 262,307.28*	*$ 864,653.03*	*$ 141,720.65*
EXPENSES	LUMP SUM & DIRECTS	$ 20,660.00	$ (14,691.12)	$ 5,968.88	$ 5,968.88	$ -	$ 5,968.88	$ -
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	$ 189,400.00	$ (39,780.06)	$ 149,619.94	$ 121,249.69	$ 22,370.25	$ 143,619.94	$ 6,000.00
UNASSIGNED	UNASSIGNED FUNDS	$ 20,368.04	$ (20,368.04)	$ -	$ -	$ -	$ -	$ -
		$ 1,161,962.49	$ -	$ 1,161,962.49	$ 729,564.32	$ 284,677.53	$ 1,014,241.85	$ 147,720.65

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM:	Tom Knuckey, PE
TO:	Joann Chizlett
DATE:	September 26, 2013
SUBJECT:	**Requested Permission for Task budget re- alignments on Project Contract 000821; Task 15 – RFP Completion Process**
ATTACHMENT	**Attachment "A" Explanation of Task #15 Scope**

This memorandum provides further documentation requested by the Authority as a follow up to the Memorandum dated 9/19/2013 from Tom Knuckey to Joann Chizlett re: Requested Permission for Task budget re-alignments on Project Contract 000821; Task 15 – RFP Completion Process.

The new Task #15 RFP Completion would result in a single new task for the completion the RFP development work begun under several of the original project tasks, and limited support for the procurement process as the budget permits after the RFP is completed. The Task #15 budget would include the net unused funds from the other project tasks after redistribution. There would be no increase in the overall project scope.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 8 entered into this 27th day of February, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services; (the Contract").

1. The Authority desires the Consultant to provide additional services for Task 15 with an increase in the Contract for the not-to-exceed amount of $32,492.15 and no increase in the term of the Contract. Services to be provided are retroactive to February 15, 2014.

2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount, both of which are detailed in the attached Exhibit A.

3. The Authority and Consultant agree that this Supplemental Agreement No. 8 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 8; that acceptance of this Supplemental Agreement No. 8 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 8 is necessary to provide the additional services required for existing Task 15 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $32,492.15

This Supplemental Agreement No. 8 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name: Thomas J. Delaney

Title: Vice President, Sector Manager

Attest: Kellie M Brabant (Seal)

KELLIE M. BRABANT
Notary Public - State of Florida
My Comm. Expires Aug 22, 2017
Commission # FF 019702
Bonded Through National Notary Assn.

RECEIVED
CONTRACTS DEPT
3/7/14
SIGNATURE / DATE

Exhibit A

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM:	Tom Knuckey, PE
TO:	Joann Chizlett
DATE:	February 27, 2014
SUBJECT:	**Project Contract 000821 Requested Permission for Task Budget Increase for Task 15 – RFP Completion & Support for Toll Industry RFI Process***
ATTACHMENT	**Summary of Requested Budget Increase (Excel file)**

This is a follow up to the conversations during our meeting February 4th and subsequent discussions regarding the budget status of the project. As we indicated during the meeting we are requesting an increase of $ 32,492.15 in the project budget to cover the work element described below and the associated schedule adjustments.

- Task 15 - RFP Completion & Support for Toll Industry Request for Information [RFI] Process* will provide for additional services in this existing task to support the Authority's process to solicit vendor feedback from the toll industry about the draft Toll System RFP documents. The additional services will also include the follow-on modification and edits necessary to the Scope of Work and Requirements documents as a result of Authority requests after receiving and reviewing comments from the vendor RFI process. The estimated additional amount requested to support the RFI effort is $32,492.

  The process began on January 20, 2014 and is scheduled to be complete by March 31, 2014 for a total of 70 days. The scope of this additional work will include the following:
  - Support for preparation of the notice and Instructions for Responding to the RFI
  - Receiving and addressing any RFI technical inquiries from respondents
  - Reviewing written RFI responses and participating in up to six (6) feedback meeting(s) with respondents
  - Assessing RFI responses with Authority staff to determine if/what action is necessary to update the RFP documents
  - Modifying the RFP documents to incorporate changes requested by OOCEA as a result of the RFI responses.

The RFP documents are now scheduled for completion by Atkins with the Authority's input and collaboration on or before the expected date of March 31, 2014. The spreadsheets below show the current budget, requested additional amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

(task name changed to include additional scope)*

Description of Agreement 000821	Contracted Amount
Original Contract Amount	$725,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$9,362.49
Supplemental Agreement No. 3	$0.00
Supplemental Agreement No. 4	$0.00
Supplemental Agreement No. 5	$262,000.00
Supplemental Agreement No 6	$165,600.00
Supplemental Agreement No 7	$0.00
Supplemental Agreement No 8	$ 32,492.15
Total Revised Contract Amount	$ 1,194,454.64

Details of this budget request by individual tasks are shown below.
This SA includes $32,292.15 for Atkins labor and $200 for expenses for a total of $32,492.15

Budget Summary

TASK NO.	TASK DESCRIPTION	TASK Budget	Requested Budget Change	New Proposed Budget
1 - Closed	INDUSTRY OVERVIEW	$ 27,244.89	$ -	$ 27,244.89
2 - Closed	STAKEHOLDER INTERVIEWS	$ 17,985.39	$ -	$ 17,985.39
3 - Closed	EVALUATE CURRENT SYSTEM	$ 55,231.95	$ -	$ 55,231.95
4 - Closed	SYSTEM UPGRADE PLAN	$ 77,927.39	$ -	$ 77,927.39
5 - Closed	PROCUREMENT METHODS	$ 15,393.66	$ -	$ 15,393.66
6 - Closed	REQUIREMENTS & ACCEPTANCE	$ * 197,220.63	$ -	$ * 197,220.63
7 - Closed	SCOPE OF WORK	$ * 172,070.61	$ -	$ * 172,070.61
8 - Closed	RISK ANALYSIS	$ * 9,164.40	$ -	$ * 9,164.40
9 - Closed	COST ESTIMATE	$ * 28,586.22	$ -	$ * 28,586.22
10 - Closed	ASSIST WITH PROCUREMENT PACKAGE	$ * 14,084.85	$ -	$ * 14,084.85
11 - Closed	EVALUATION PROCESS	$ -	$ -	$ -
12 - Closed	MAJOR DELIVERABLE QA/QC AND PROJECT MANAGEMENT	$ * 125,898.84	$ -	$ * 125,898.84
13 - Closed	CONSOLIDATED TOLL BACK OFFICE	$ 43,242.75	$ -	$ 43,242.75
14 - Closed	INTERIM TOLLS SERVICES AGREEMENT	$ * 75,601.80	$ -	$ * 75,601.80
15	**RFP COMPLETION & SUPPORT FOR TOLL INDUSTRY RFI PROCESS**	$ * 137,220.64	$ 32,292.15	$ 169,512.79
LABOR	**Atkins LABOR TOTALS**	$ * 996,874.02	$ 32,292.15	$ 1,029,166.17
EXPENSES	LUMP SUM & DIRECTS	$ 5,968.88	$ 200.00	$ 6,168.88
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	$ * 159,119.59	$ -	$ 159,119.59
UNASSIGNED	UNASSIGNED FUNDS	$ -	$ -	$ -
		$ 1,161,962.49	$ 32,492.15	$ 1,194,454.64

*Note: Reflects update from SA 7 w/$0 change to Total Amount, due to internal reassignment to of $4,500 from Atkins Labor Budget to Subconsultant S. Hofstetter Budget approved via e-mail 11/25/2013 J. Chizlett to D. Erwin/T. Knuckey

Orlando - Orange County Expressway Authority
Toll System Upgrade Project

ATKINS

Supplemental Agreement No. 8

Task 15- Support for Toll Industry RFI Process

1/20/2014 - 3/25/2014

4/1- 8/31

	Base	Mult.		Dec.		Jan.			Feb.			Mar.			Apr.			May			Jun.			Jul.			Aug.		
		8.09							173			173			173			173			173			173			173		
						Hrs.	$		%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$
Knuckey	$ 83.01	$ 348.03	33			0	$ -		2%	4	$ 996.12	19%	20	$ 6,972.84	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Erwin	$ 71.07	$ 313.11	59			0	$ -		5%	8	$ 1,705.68	29%	51	$ 10,873.71	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Hevia	$ 46.82	$ 140.46	44			0	$ -		2%	4	$ 561.84	23%	40	$ 5,618.40	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Chen	$ 28.99	$ 85.17	12			0	$ -		0%	0	$ -	7%	12	$ 1,022.64	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Lynch	$ 32.58	$ 98.64	46			0	$ -		2%	4	$ 194.58	34%	42	$ 4,148.96	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Daley	$ 32.52	$ 67.56	0			0	$ -		0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
SUBTOTAL Labor		$ 32,292.15	193			0	$ -			20	$ 3,658.20		173	$ 28,633.95		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
Overview							$ -				$ 100.00			$ 100.00			$ -			$ -			$ -			$ -			$ -
SUBTOTAL Expenses	$ 200.00										$ 100.00			$ 100.00			$ -			$ -			$ -			$ -			$ -
SUBTOTAL ATKINS	$ 32,492.15	193				0	$ -			20	$ 3,758.20		173	$ 28,733.95		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
Kaltwasser Consulting	$ 150.00	0				0	$ -			0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
SUBTOTAL SUBS	$ -	0				0	$ -			0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
TOTAL	$ 32,492.15	193				0	$ -			20	$ 3,758.20		173	$ 28,733.95		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
												Toll Industry RFI		$ 32,492.15															
Project Management							$ -			19	$ 37.58		5.00%	$ 1,436.70			$ -			$ -			$ -			$ -			$ -
Notice & Instructions for RFI							$ -			50%	$ 1,879.10			$ -			$ -			$ -			$ -			$ -			$ -
Receive & Address Inquiries from Vendors							$ -			49%	$ 1,841.52			$ -			$ -			$ -			$ -			$ -			$ -
Mtgs w/Vendors							$ -				$ -		28.70%	$ 8,245.64			$ -			$ -			$ -			$ -			$ -
Mtgs w/OOCEA re RFI Comments							$ -				$ -		31.89%	$ 9,169.28			$ -			$ -			$ -			$ -			$ -
Complete & Final RFP Docs from RFI comments & after mtgs				$ -			$ -				$ -		23.54%	$ 6,763.87						$ -			$ -			$ -			$ -
OC RFP				$ -			$ -				$ -		14.45%	$ 4,152.08						$ -			$ -			$ -			$ -
RFP Package Finalized				$ -			$ -				$ -		7.32%	$ 2,074.59						$ -			$ -			$ -			$ -

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 9 entered into this 26th day of March, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services for Task 16 with an increase in the Contract for the not-to-exceed amount of $156,084.16 and no increase in the term of the Contract.

2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount, both of which are detailed in the attached Exhibit A.

3. The Authority and Consultant agree that this Supplemental Agreement No. 9 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 9; that acceptance of this Supplemental Agreement No. 9 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 9 is necessary to provide the additional services required for existing Task 16 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $156,084.16

This Supplemental Agreement No. 9 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name: Thomas J. Delaney

Title: Vice President, Sr. Practice Manager

Attest: _____ (Seal)

Notary Public State of Florida
Sheryl C Jacquin
My Commission EE 167755
Expires 03/07/2016

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

RECEIVED
CONTRACTS DEPT
4/30/14
SIGNATURE / DATE

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM:	Tom Knuckey, PE
TO:	Joann Chizlett
DATE:	March 4, 2014
SUBJECT:	**Project Contract 000821 Requested Permission for Task Budget Increase for New Task 16 – Support for Procurement Process**
ATTACHMENT	**Summary of Requested Budget Increase (Excel file)**

This is a follow up to the conversations during our meeting February 4th and subsequent discussions regarding the budget status of the project. As we indicated during the meeting we are requesting an increase of $156,084.16 in the project budget to cover the work element described below and the associated schedule adjustments.

- New Task 16 (Support for the Procurement Process) will provide support for the Authority's procurement process to select a Toll System Contractor.

  The process is set to begin on March 31, 2014 and is scheduled to be complete by August 31, 2014 for a total of 153 days. The scope of this work to support the Request for Proposals (RFP) procurement process will include the following:
  - Develop Proposal Evaluation Criteria & Forms and documents
  - Support preparation of RFP Notice advertisement
  - Support and participate in Pre-Proposal Conference at the Authority and Toll Facility Site Visits
  - Support the process for addressing and preparing responses to questions / inquiries from proposers
  - Support for preparation of up to three (3) Addenda to the RFP
  - Support for the Authority's Evaluation Committee Process
  - Support for initial Cursory Review of up to five (5) Proposals for Compliance
  - Support for review and evaluation of qualifications of up to five (5) Proposers
  - Support for review and evaluation of up to five (5) Technical Proposals
  - Support for tabulation, review and evaluation of up to five (5) Price Proposals
  - Support for Evaluation Committee Recommendation to the Authority Board

The RFP documents are now scheduled for completion by Atkins with the Authority's input and collaboration on or before the expected date of March 31, 2014. The spread sheets below show the current budget, requested re-alignment amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	Contracted Amount
Original Contract Amount	$725,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$9,362.49
Supplemental Agreement No. 3	$0.00
Supplemental Agreement No. 4	$0.00
Supplemental Agreement No. 5	$262,000.00
Supplemental Agreement No 6	$165,600.00
Supplemental Agreement No 7	$0.00
Supplemental Agreement No 8	$ 32,492.15
Supplemental Agreement No 9	$ 156,084.16
Total Revised Contract Amount	$ 1,350,538.80

Details of this budget request by individual tasks are shown below.
It includes $4,200 in subconsultant fees for Hofstetter Consulting and $151,884.16 for Atkins services.

Budget Summary

TASK NO.	TASK DESCRIPTION	TASK Budget	Requested Budget Change	New Proposed Budget
1 - Closed	INDUSTRY OVERVIEW	$ 27,244.89	$ -	$ 27,244.89
2 - Closed	STAKEHOLDER INTERVIEWS	$ 17,985.39	$ -	$ 17,985.39
3 - Closed	EVALUATE CURRENT SYSTEM	$ 55,231.95	$ -	$ 55,231.95
4 - Closed	SYSTEM UPGRADE PLAN	$ 77,927.39	$ -	$ 77,927.39
5 - Closed	PROCUREMENT METHODS	$ 15,393.66	$ -	$ 15,393.66
6 - Closed	REQUIREMENTS & ACCEPTANCE	$ 197,220.63	$ -	$ 197,220.63
7 - Closed	SCOPE OF WORK	$ 172,070.61	$ -	$ 172,070.61
8 - Closed	RISK ANALYSIS	$ 9,164.40	$ -	$ 9,164.40
9 - Closed	COST ESTIMATE	$ 28,586.22	$ -	$ 28,586.22
10 - Closed	ASSIST WITH PROCUREMENT PACKAGE	$ 14,084.85	$ -	$ 14,084.85
11 - Closed	EVALUATION PROCESS	$ -	$ -	$ -
12 - Closed	MAJOR DELIVERABLE QA/QC AND PROJECT MANAGEMENT	$ 125,898.84	$ -	$ 125,898.84
13 - Closed	CONSOLIDATED TOLL BACK OFFICE	$ 43,242.75	$ -	$ 43,242.75
14 - Closed	INTERIM TOLLS SERVICES AGREEMENT	$ 75,601.80	$ -	$ 75,601.80
15	RFP COMPLETION	$ 137,220.64	$ -	$ 137,220.64
15.RFI	SUPPORT FOR TOLL INDUSTRY RFI PROCESS	$ 32,292.15	$ -	$ 32,292.15
16	SUPPORT FOR PROCUREMENT PROCESS	$ -	$ 151,584.06	$ 151,584.06
LABOR	**Atkins LABOR TOTALS**	$ 1,029,166.17	$ 151,584.06	$ 1,180,750.23
EXPENSES	LUMP SUM & DIRECTS	$ 6,168.88	$ 300.10	$ 6,468.98
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	$ 159,119.59	$ 4,200.00	$ 163,319.59
UNASSIGNED	UNASSIGNED FUNDS	$ -	$ -	$ -
		$ 1,194,454.64	$ 156,084.16	$ 1,350,538.80

Task 16 - Support for Procurement Process

	Rate	Multi.				2/20/2014 - 3/26/2014									4/1 - 8/31																	
						Jan.			Feb.			Mar.			Apr.			May			Jun.			Jul.			Aug.					
						173			173			173			173			173			173			173			173					
		3.00				Hrs.	$		%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$			
Knuckey	$ 83.01	$ 249.03	157			0	$ -		0%	0	$ -	0%	0	$ -	23%	40	$ 9,961.20	14%	24	$ 5,976.72	2%	4	$ 996.12	44%	76	$ 18,926.28	5%	8	$ 1,992.24			
Erwin	$ 71.07	$ 213.21	354			0	$ -		0%	0	$ -	0%	0	$ -	69%	120	$ 25,585.20	28%	48	$ 10,234.08	9%	16	$ 3,411.36	82%	140	$ 34,118.60	6%	10	$ 2,132.10			
Hevia	$ 65.82	$ 160.46	202			0	$ -		0%	0	$ -	0%	0	$ -	46%	80	$ 11,736.80	23%	40	$ 5,868.40	5%	8	$ 1,223.68	40%	70	$ 9,832.20	2%	4	$ 561.84			
Chan	$ 24.39	$ 85.37	48			0	$ -		0%	0	$ -	0%	0	$ -	12%	20	$ 1,723.40	5%	8	$ 841.36	0%	0	$ -	12%	20	$ 1,703.40	0%	0	$ -			
Lynch	$ 82.86	$ 82.64	56			0	$ -		0%	0	$ -	0%	0	$ -	14%	24	$ 2,367.36	12%	20	$ 1,972.80	2%	4	$ 394.56	2%	4	$ 394.56	2%	4	$ 394.56			
Ballew	$ 22.57	$ 67.56	4			0	$ -		0%	0	$ -	0%	0	$ -	2%	4	$ 270.24	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -			
SUBTOTAL Labor		$ 152,584.06	816			0	$ -			0	$ -		0	$ -		284	$ 51,324.20		140	$ 24,468.36		32	$ 5,925.72		330	$ 64,970.04		26	$ 5,080.74			
Expenses							$ -				$ -			$ -			$ 100.10			$ 100.00			$ -			$ 100.00			$ -			
SUBTOTAL Expenses		$ 300.10									$ -			$ -			$ 100.10			$ 100.00			$ -			$ 100.00			$ -			
SUBTOTAL ATKINS		$ 152,884.16	816			0	$ -			0	$ -		0	$ -		284	$ 51,224.30		140	$ 24,568.36		32	$ 5,925.72		330	$ 65,070.04		26	$ 5,080.74			
Hollcenter Consulting	$ 350.00	28				0	$ -			0	$ -		0	$ -		0	$ -		12	$ 1,800.00		0	$ -		16	$ 2,400.00		0	$ -			
SUBTOTAL SUBS		$ 4,200.00	28			0	$ -			0	$ -		0	$ -		0	$ -		12	$ 1,800.00		0	$ -		16	$ 2,400.00		0	$ -			
TOTAL		$156,084.16	844			0	$ -			0	$ -		0	$ -		284	$ 51,224.30		152	$ 26,369.36		32	$ 5,925.72		346	$ 67,470.04		26	$ 5,080.74			
																											Procurement		$ 156,084.16			
Project Management							$ -				$ -			$ -		5%	$ 1,536.73		5%	$ 1,318.17		12%	$ 711.09		3%	$ 3,373.50		18%	$ 914.53			
Mtgs w/OOCEA							$ -				$ -			$ -		12%	$ 6,146.92			$ -			$ -			$ -			$ -			
Develop Proposal Evaluation Criteria & Forms							$ -				$ -			$ -		5%	$ 2,561.22			$ -			$ -			$ -			$ -			
6/10 Mtg w/Evaluation Committee							$ -				$ -			$ -		3%	$ 1,536.73			$ -			$ -			$ -			$ -			
6/15 Mtg - Scope of Services Mtg & Site Visit							$ -				$ -			$ -		15%	$ 7,683.65			$ -			$ -			$ -			$ -			
Address & Prepare Responses to Questions from Proposers							$ -				$ -			$ -		52%	$ 26,638.64		55%	$ 14,510.85			$ -			$ -			$ -			
Prepare Addenda (up to 3)							$ -				$ -			$ -		10%	$ 5,122.43		40%	$ 10,553.34			$ -			$ -			$ -			
General Support							$ -				$ -			$ -			$ -			$ -		60%	$ 5,214.63			$ -			$ -			
Technical Proposal Evaluation							$ -				$ -			$ -			$ -			$ -			$ -		58%	$ 39,132.62			$ -			
Mtg w/Evaluation Committee							$ -				$ -			$ -			$ -			$ -			$ -		2%	$ 1,349.40			$ -			
Price Proposal Evaluation							$ -				$ -			$ -			$ -			$ -			$ -		28%	$ 18,893.61			$ -			
Price Proposals Final Ranking							$ -				$ -			$ -			$ -			$ -			$ -		7%	$ 4,722.90			$ -			
Support Evaluation Comm Recommendation							$ -				$ -			$ -			$ -			$ -			$ -			$ -		82%	$ 4,166.21			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 10 entered into this 13th day of November, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services for new Task 17 for support for the rebid of the request for proposals process with an increase in the Contract for the not-to-exceed amount of $97,662.00 and an extension in the term of the Contract to May 31, 2015.

2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount and extension of the Contract term (Exhibit A).

3. The Authority and Consultant agree that this Supplemental Agreement No. 10 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 10; that acceptance of this Supplemental Agreement No. 10 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 10 is necessary to provide the additional services required for new Task 17 and to increase the Contract amount and extend the Contract term based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $97,662.00

This Supplemental Agreement No. 10 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name:_____

Title: _____

Attest: _____(Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

ATKINS

Central Florida Expressway Authority
Toll System Upgrade Project
Memorandum

FROM:	Tom Knuckey, PE
TO:	Joann Chizlett
DATE:	October 28, 2014
SUBJECT:	**Project Contract 000821 Requested Permission for Task Budget Increase for New Task 17 – Support for 2nd Procurement Process**

This is a follow up to the recent conversations regarding the budget status of the project. As we have indicated, we are requesting a new Supplemental Agreement (No. 10) for Atkins' support activities for the re-procurement of the Toll System Upgrade as described below, and the associated schedule adjustments. This new Task 17 will result in an increase to the current Contract of $97,662, and includes the use of the remaining unspent Task 16 budget of approximately $23,000.

Atkins will provide support for the 2nd Procurement Process for the Authority's effort to select a Toll System Contractor. The process is underway and is scheduled to be complete by March 12, 2015. The scope of this work to support the Request for Proposals (RFP) procurement process will include the following:

- Develop and edit Proposal Evaluation Criteria & Forms and documents
- Develop bid tabulation summary spreadsheet to compare bid prices
- Support the process for addressing and preparing responses to questions / inquiries from Proposers
- Support various meetings at CFX's request
- General support throughout the procurement process
- Support for preparation of up to three (3) Addenda to the RFP
- Support for the Authority's Evaluation Committee Process
- Support for technical review as subject matter experts of Technical Proposals up the budgeted level
- Support for tabulation, review and evaluation of Price Proposals
- Support for Evaluation Committee submittals to the Authority Board

To complete this work we are requesting a time extension until May 31, 2015 be provided for completion of Task 16, and for Task 17. As our work efforts since April have been at the previous 2013 salary rates, we request that pursuant to our contract, the rates be increased as indicated in Task 17 to the current 2014 rate structure.

The spread sheets below show the project current budgets, requested re-alignment amounts, and new total budget amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	Contracted Amount
Original Contract Amount	$725,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$9,362.49
Supplemental Agreement No. 3	$0.00
Supplemental Agreement No. 4	$0.00
Supplemental Agreement No. 5	$262,000.00
Supplemental Agreement No 6	$165,600.00
Supplemental Agreement No 7	$0.00
Supplemental Agreement No 8	$ 32,492.15
Supplemental Agreement No 9 *	$ 156,084.16
Supplemental Agreement No 10	$97,662.00
Total Revised Contract Amount	$ 1,448,200.80

"*" approximately $23,000 in the remaining SA No. 9 (Task 16) budget will be applied to the SA No. 10 (Task 17) budget, this includes a realignment of the unused amount in Task 16 for Hofstetter Consulting Subconsultant to Atkins. Task 17 includes $4,200 in subconsultant fees for Hofstetter Consulting.

Details of this budget request by individual tasks are shown below.

SA No. 10 Task 17 – Support for 2nd Procurement Process

Central Florida Expressway Authority
Toll System Upgrade Project

ATKINS

Supplemental Agreement No. 10
Task 17 - Support for 2nd Procurement Process

	Raw	Mult.		4/1-8/31																					
				Oct.				Nov.				Dec.				Jan.				Feb.				Mar.		
		3.00		173				173				173				173				173				173		
				%	Hrs.	$		%	Hrs.	$		%	Hrs.	$		%	Hrs.	$		%	Hrs.	$		%	Hrs.	$
Knuckey	$ 88.50	$ 265.50	168	12%	20	$ 5,310.00		18%	32	$ 8,496.00		18%	32	$ 8,496.00		18%	32	$ 8,496.00		23%	40	$ 10,620.00		7%	12	$ 3,186.00
Erwin	$ 75.04	$ 225.12	128	12%	20	$ 4,502.40		12%	20	$ 4,502.40		14%	24	$ 5,402.88		14%	24	$ 5,402.88		16%	28	$ 6,303.36		7%	12	$ 2,701.44
Hevia	$ 52.79	$ 158.37	236	23%	40	$ 6,334.80		23%	40	$ 6,334.80		28%	48	$ 7,601.76		28%	48	$ 7,601.76		28%	48	$ 7,601.76		7%	12	$ 1,900.44
Chen	$ 37.02	$ 111.06	0	0%	0	$ -		0%	0	$ -		0%	0	$ -		0%	0	$ -		0%	0	$ -		0%	0	$ -
Lynch	$ 33.87	$ 101.61	48	5%	8	$ 812.88		7%	12	$ 1,219.32		2%	4	$ 406.44		5%	8	$ 812.88		7%	12	$ 1,219.32		2%	4	$ 406.44
Bailey	$ 31.72	$ 95.16	2	1%	2	$ 190.32		0%	0	$ -		0%	0	$ -		0%	0	$ -		0%	0	$ -		0%	0	$ -
SUBTOTAL Labor		**$ 115,862.28**	**582**		**90**	**$ 17,150.40**			**104**	**$ 20,552.52**			**108**	**$ 21,907.08**			**112**	**$ 22,313.52**			**128**	**$ 25,744.44**			**40**	**$ 8,194.32**
Expenses						$ 100.00				$ 100.00				$ -				$ 100.00				$ -				$ -
SUBTOTAL Expenses		**$ 300.00**				**$ 100.00**				**$ 100.00**				**$ -**				**$ 100.00**				**$ -**				**$ -**
SUBTOTAL ATKINS		**$ 116,462.28**	**582**		**90**	**$ 17,250.40**			**104**	**$ 20,652.52**			**108**	**$ 21,907.08**			**112**	**$ 22,413.52**			**128**	**$ 25,744.44**			**40**	**$ 8,194.32**
Hofstetter Consulting		$ 150.00	28		0	$ -			0	$ -			8	$ 1,200.00			16	$ 2,400.00			4	$ 600.00			0	$ -
SUBTOTAL SUBS		**$ 4,200.00**	**28**		**0**	**$ -**			**0**	**$ -**			**8**	**$ 1,200.00**			**16**	**$ 2,400.00**			**4**	**$ 600.00**			**0**	**$ -**
TOTAL		**$ 120,662.28**	**610**		**90**	**$ 17,250.40**			**104**	**$ 20,652.52**			**116**	**$ 23,107.08**			**128**	**$ 24,813.52**			**132**	**$ 26,344.44**			**40**	**$ 8,194.32**
																								Procurement	$	120,362
Project Management					5%	$ 862.52			5%	$ 1,032.63			5%	$ 1,155.35			5.0%	$ 1,240.68			5%	$ 1,317.22			10%	$ 819.43
Mtgs w/OOCEA					10%	$ 1,725.04			10%	$ 2,065.25				$ -				$ -				$ -				$ -
Develop Price Proposal / Bid Tabulation Forms					15%	$ 2,587.56				$ -				$ -				$ -				$ -				$ -
Mtg w/Evaluation Committee to review eval criteria					10%	$ 1,725.04				$ -				$ -				$ -				$ -				$ -
10/22 Mtg - Scope of Services Mtg						$ -				$ -				$ -				$ -				$ -				$ -
Address & Prepare Responses to Questions from Proposers					25%	$ 4,312.60			40%	$ 8,261.01				$ -				$ -				$ -				$ -
Prepare Addenda (up to 3)					25%	$ 4,312.60			40%	$ 8,261.01				$ -				$ -				$ -				$ -
General Support					10%	$ 1,725.04			5%	$ 1,032.63			15%	$ 3,466.05			15%	$ 3,722.03			10%	$ 2,634.44			20%	$ 1,638.86
Technical Proposal SME Review as requested						$ -				$ -			80%	$ 18,485.66			80%	$ 19,850.82			20%	$ 5,268.89				$ -
Mtg w/Evaluation Committee						$ -				$ -				$ -				$ -				$ -				$ -
Support Proposer Interviews						$ -				$ -				$ -				$ -				$ -				$ -
Price Proposal Tabulation & Review						$ -				$ -				$ -				$ -				$ -				$ -
Price Proposals Final Ranking						$ -				$ -				$ -				$ -				$ -				$ -
Support Evaluation Comm. Reccommendation						$ -				$ -				$ -				$ -				$ -				$ -

Total Estimated Fee = $120,662 (SA No. 10, Task 17) - $23,000 (Remaining budget in SA No. 9, Task 16) = **$97,662**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 11

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 11 entered into this 8th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through July 31, 2015, with no increase in the Contract amount.

2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.

3. The Authority and Consultant agree that this Supplemental Agreement No. 11 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 11; that acceptance of this Supplemental Agreement No. 11 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 11 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 11

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $0.00

This Supplemental Agreement No. 11 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name: Thomas J. Delaney

Title: Vice President

Attest: Kit L. Hopkins (Seal)

KIT L. HOPKINS
Notary Public - State of Florida
My Comm. Expires Apr 9, 2018
Commission # FF 107033

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

May 19, 2015

TO: Authority Board Members:
S. Scott Boyd
Welton G. Cadwell
Brenda Carey
Buddy Dyer
Fred Hawkins, Jr
Teresa Jacobs
Walter A. Ketcham, Jr
Jay Madara
S. Michael Scheeringa

FROM: Lisa Lumbard, Interim CFO

SUBJECT: April 2015 Financial Reports

Attached please find the April 2015 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

Sincerely,

Lisa Lumbard, Interim CFO

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011
WWW.EXPRESSWAYAUTHORITY.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING APRIL 30, 2015 AND YEAR-TO-DATE

	FY 15 MONTH ACTUAL	FY 15 MONTH BUDGET	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE	FY 14 - 15 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	$30,457,976	$27,872,745	$ 280,047,676	$ 262,631,469	$ 17,416,207	6.6%	9.0%
TOLLS COLLECTED VIA UTN'S	971,588	602,484	9,016,466	5,813,167	3,203,299	55.1%	36.8%
FEES COLLECTED VIA UTN'S AND UTC'S	542,399	346,984	4,641,777	3,282,642	1,359,135	41.4%	37.4%
TRANSPONDER SALES	5,130	3,989	53,437	34,801	18,637	53.6%	-19.2%
OTHER OPERATING	154,351	111,191	1,187,634	930,317	257,317	27.7%	0.8%
INTEREST	138,455	102,301	1,445,547	1,023,008	422,539	41.3%	12.7%
MISCELLANEOUS	77,520	76,335	805,071	763,353	41,717	5.5%	-17.1%
TOTAL REVENUES	32,347,419	29,116,029	297,197,607	274,478,757	22,718,850	8.3%	9.9%
O M & A EXPENSES							
OPERATIONS	3,178,096	3,442,177	28,388,289	30,396,450	2,008,161	6.6%	3.8%
MAINTENANCE	2,057,241	1,688,813	10,544,921	13,267,727	2,722,806	20.5%	-0.1%
ADMINISTRATION	437,501	569,317	4,798,843	5,787,122	988,279	17.1%	5.4%
OTHER OPERATING	238,288	233,333	2,139,039	2,100,000	(39,039)	-1.9%	0.9%
TOTAL O M & A EXPENSES	5,911,126	5,933,640	45,871,093	51,551,299	5,680,207	11.0%	2.9%
NET REVENUES BEFORE DEBT SERVICE	26,436,293	23,182,389	251,326,514	222,927,457	28,399,057	12.7%	11.3%
COMBINED NET DEBT SERVICE	11,925,650	11,979,354	119,243,514	119,830,045	586,531	0.5%	0.7%
NET REVENUES AFTER DEBT SERVICE	$14,510,643	$11,203,035	$ 132,083,000	$ 103,097,412	$ 28,985,588	28.1%	22.9%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING APRIL 30, 2015 AND YEAR-TO-DATE

	FY 2015 ACTUAL	FY 2015 BUDGET	VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE
Operations	$ 28,388,289	$ 30,396,450	$ 2,008,161	6.6%
Maintenance	10,544,921	13,267,727	2,722,806	20.5%
Administration	4,798,843	5,787,122	988,279	17.1%
Other Operating	2,139,039	2,100,000	(39,039)	-1.9%
Total O M & A	$ 45,871,093	$ 51,551,299	$ 5,680,207	11.0%
Capital Expenditures				
Operations	$ 225,073	$ 841,966	616,894	73.3%
Maintenance	-	57,267	57,267	100.0%
Administration	75,100	52,500	(22,600)	-43.0%
Total Capital Expenditures	$ 300,173	$ 951,733	$ 651,560	68.5%

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Operations - Comparison of Actual to Budget
For the Ten Months Ending April 30, 2015

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	369,302	437,694	68,392	15.63%
Violation Enforcement	2,264,660	2,277,122	12,463	0.55%
Information Technology	3,013,651	3,409,762	396,111	11.62%
Information Technology - Projects	10,864	571,833	560,970	98.10%
E-PASS Service Center	7,119,232	7,107,568	(11,664)	-0.16%
Marketing	145,830	349,493	203,663	58.27%
Subtotal OOCEA	**12,923,539**	**14,153,473**	**1,229,934**	**8.69%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	953,867	1,111,814	157,947	14.21%
Airport Plaza	1,354,491	1,432,832	78,341	5.47%
Dallas Plaza	959,059	1,059,069	100,010	9.44%
East-West Expressway (SR 408)				
ean Plaza	986,961	1,109,847	122,886	11.07%
Conway Main Plaza	1,746,801	1,898,204	151,403	7.98%
Pine Hills Plaza	1,228,320	1,301,400	73,080	5.62%
Hiawassee Plaza	1,010,008	1,091,735	81,726	7.49%
Western Expressway (SR 429)				
Independence Plaza	966,406	1,078,917	112,510	10.43%
Forest Lake Plaza	1,082,401	1,143,501	61,099	5.34%
Greeneway Expressway (SR 417)				
University Plaza	992,424	1,071,034	78,610	7.34%
Curry Ford Plaza	991,431	1,053,889	62,458	5.93%
Boggy Creek Plaza	1,221,776	1,308,709	86,933	6.64%
John Young Plaza	1,127,082	1,255,270	128,188	10.21%
John Land Apopka (SR 414)				
Coral Hills Plaza	1,068,793	1,168,723	99,930	8.55%
Subtotal Toll Facilities	**15,689,822**	**17,084,942**	**1,395,120**	**8.17%**
Total Operations Expenses	**28,613,361**	**31,238,416**	**2,625,055**	**8.40%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the Ten Months Ending April 30, 2015

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	581,338	657,039	75,702	11.52%
Expressway Operations	3,410,772	3,876,463	465,690	12.01%
Routine Maintenance	6,552,811	8,791,492	2,238,681	25.46%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	**10,544,921**	**13,324,994**	**2,780,073**	**20.86%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the Ten Months Ending April 30, 2015

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	394,918	466,922	72,005	15.42%
General Projects	73,798	0	(73,798)	0.00%
Executive	758,986	1,069,044	310,058	29.00%
Communications	323,449	400,715	77,267	19.28%
Human Resources	139,488	160,021	20,533	12.83%
Business Development	193,359	384,776	191,417	49.75%
Accounting	1,159,250	1,404,870	245,620	17.48%
Construction Administration	287,695	312,847	25,152	8.04%
Procurement	546,199	596,280	50,081	8.40%
Legal	529,775	510,140	(19,634)	-3.85%
Internal Audit	208,772	266,863	58,091	21.77%
525 Magnolia	18,456	18,812	356	1.89%
Plans Production	239,800	248,331	8,530	3.44%
Grand Total Expenses	**4,873,943**	**5,839,622**	**965,679**	**16.54%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING APRIL 30, 2015 AND YEAR-TO-DATE

	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 14 YEAR-TO-DATE ACTUAL	FY 14 YEAR-TO-DATE BUDGET	FY 14 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 280,047,676	$ 262,631,469	$ 17,416,207	$ 257,012,406	$ 247,250,087	$ 9,762,319	$ 7,653,888
TOLLS COLLECTED VIA UTN'S	9,016,466	5,813,167	3,203,299	6,591,433	3,706,247	2,885,186	318,113
FEES COLLECTED VIA UTN'S AND UTC'S	4,641,777	3,282,642	1,359,135	3,377,629	2,441,686	935,943	423,192
TRANSPONDER SALES	53,437	34,801	18,637	66,132	66,568	(436)	19,073
OTHER OPERATING	1,187,634	930,317	257,317	1,178,108	854,348	323,760	(66,443)
INTEREST	1,445,547	1,023,008	422,539	1,282,832	1,133,902	148,930	273,609
MISCELLANEOUS	805,071	763,353	41,717	970,794	737,654	233,140	(191,423)
TOTAL REVENUES	297,197,607	274,478,757	22,718,850	270,479,334	256,190,492	14,288,842	8,430,008
O M & A EXPENSES							
OPERATIONS	28,388,289	30,396,450	2,008,161	27,356,184	28,606,768	1,250,584	757,577
MAINTENANCE	10,544,921	13,267,727	2,722,806	10,551,191	11,152,509	601,318	2,121,488
ADMINISTRATION	4,798,843	5,787,122	988,279	4,550,900	5,594,868	1,043,968	(55,689)
OTHER OPERATING	2,139,039	2,100,000	(39,039)	2,119,841	2,536,263	416,422	(455,461)
TOTAL O M & A EXPENSES	45,871,093	51,551,299	5,680,207	44,578,116	47,890,408	3,312,292	2,367,915
NET REVENUES BEFORE DEBT SERVICE	251,326,514	222,927,457	28,399,057	225,901,218	208,300,084	17,601,134	10,797,923
COMBINED NET DEBT SERVICE	119,243,514	119,830,045	586,531	118,399,255	118,916,049	(516,794)	1,103,325
NET REVENUES AFTER DEBT SERVICE	$ 132,083,000	$ 103,097,412	$ 28,985,588	$ 107,501,963	$ 89,384,035	$ 18,117,928	$ 10,867,660

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING APRIL 30, 2015 AND YEAR-TO-DATE

	FY 15 MONTH ACTUAL	FY 14 MONTH ACTUAL	FY 14 - 15 SAME MONTH COMPARISON	FY 15 YEAR-TO-DATE ACTUAL	FY 14 YEAR-TO-DATE ACTUAL	FY 14 - 15 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 30,457,976	$ 27,274,748	$ 3,183,228	$ 280,047,676	$ 257,012,406	$ 23,035,270
TOLLS COLLECTED VIA UTN'S	971,588	683,145	288,443	9,016,466	6,591,433	2,425,033
FEES COLLECTED VIA UTN'S AND UTC'S	542,399	276,232	266,167	4,641,777	3,377,629	1,264,148
TRANSPONDER SALES	5,130	4,948	182	53,437	66,132	(12,695)
OTHER OPERATING	154,351	225,226	(70,875)	1,187,634	1,178,108	9,526
INTEREST	138,455	179,469	(41,014)	1,445,547	1,282,832	162,715
MISCELLANEOUS	77,520	78,442	(922)	805,071	970,794	(165,723)
TOTAL REVENUES	32,347,419	28,722,210	3,625,209	297,197,607	270,479,334	26,718,273
O M & A EXPENSES						
OPERATIONS	3,178,096	3,089,329	88,767	28,388,289	27,356,184	1,032,105
MAINTENANCE	2,057,241	1,347,137	710,104	10,544,921	10,551,191	(6,270)
ADMINISTRATION	437,501	406,955	30,546	4,798,843	4,550,900	247,943
OTHER OPERATING	238,288	511,705	(273,417)	2,139,039	2,119,841	19,198
TOTAL O M & A EXPENSES	5,911,126	5,355,126	556,000	45,871,093	44,578,116	1,292,977
NET REVENUES BEFORE DEBT SERVICE	26,436,293	23,367,084	3,069,209	251,326,514	225,901,218	25,425,296
COMBINED NET DEBT SERVICE	11,925,650	11,821,320	104,330	119,243,514	118,399,255	844,259
NET REVENUES AFTER DEBT SERVICE	$ 14,510,643	$ 11,545,764	$ 2,964,879	$ 132,083,000	$ 107,501,963	$ 24,581,037

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

F. 1.

Employment Agreement with Laura Kelley

Employment Agreement Between LAURA KELLEY and The CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This Employment Agreement (this "Agreement") dated June _____, 2015 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and agency of the State of Florida (the "Authority") operating pursuant to Florida Statutes Sections 348.751 et. seq., and Laura Kelley ("Ms. Kelley").

WHEREAS, the Authority is desirous of employing Ms. Kelley and ratifying her selection as its permanent Executive Director, retroactively effective to May 14, 2015; and

WHEREAS, Ms. Kelley is willing to accept the Authority's offer of employment as its permanent Executive Director; and

WHEREAS, both parties believe it would be mutually beneficial to enter into a contract of employment between the Authority and Ms. Kelley, setting forth agreements and understandings of the parties.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Authority and Ms. Kelley agree as follows:

1. DUTIES. Ms. Kelley agrees to devote her full business time and all her work efforts to her responsibilities and duties as Executive Director. Ms. Kelley will report to the Governing Board of the Authority (the "Board"). Ms. Kelley shall perform such duties and assignments as are set forth in the Board approved position description attached hereto as Exhibit "A" as well as such responsibilities as may be assigned to her by the Board, any of which may be altered, augmented or rescinded at the Board's sole discretion. The duties of the Executive Director also include, but are not limited to: selection and termination of CFX staff members; establishment of staff member salaries within the budget established by the Board; recommendations to the Board on the selection of consultants and vendors based upon established CFX Procurement Policies adopted by the Board.

2. TERM. This Agreement shall commence at the time of execution by all parties, but shall be retroactively effective May 14, 2015. Ms. Kelley's employment shall be classified as a full time regular employee of the Authority with an employment term that shall extend to July 1, 2020. Thereafter it shall automatically extend for one year periods unless the Board shall determine in its sole discretion to forego such extension or until either Party executes actions in Section 7 of this Agreement. Any election by the Board not to extend the annual renewal must be exercised no later than the regular April Board meeting and shall only be considered when noticed as a regular agenda item.

3. ETHICAL CONSIDERATIONS. Ms. Kelley shall at all times comply with the Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes, the applicable provisions of Florida Statute 348.753 and the Authority's Code of Ethics.

4. COMPENSATION AND PERFORMANCE EVALUATION.
    a. COMPENSATION: The Authority shall compensate Ms. Kelley at an annual base salary of $225,000.00, which will be paid in equal installments in accordance with the Authority's pay periods. The use of an annual base salary number is an administrative convenience being used to compute the installments and shall not confer any right to employment for a set period of time. Federal Income Tax, Medicare Tax and Social Security Tax will be withheld in accordance with Authority policy and applicable law. Ms. Kelley shall be eligible for such cost of living salary adjustments as approved by the Board for all other Authority employees.
    b. ANNUAL PERFORMANCE EVALUATIONS shall be conducted in accordance with the Executive Director Policy adopted by Resolution 2014-270. Any merit increases in salary shall be at the sole discretion of the Board.

5. BENEFITS.
    a. RETIREMENT: Ms. Kelley shall participate in the Florida Retirement System ("FRS") in accordance with and in compliance with Chapter 121, Florida Statutes (and any successor chapter). Ms. Kelley shall be exclusively responsible for any elections to be made under Chapter 121 during her participation in the FRS. Ms. Kelley shall receive retirement benefits equivalent to those of Senior Management status in the FRS.
    b. ANNUAL LEAVE, SICK LEAVE, AND INSURANCE: The Authority shall furnish to Ms. Kelley all fringe benefits furnished by it from time to time to its other employees. Ms. Kelley shall accrue vacation leave at the Level 5 rate as specified in the Employee Handbook. Vacation and sick leave that are not taken may be accumulated by the Executive Director and Authority agrees to pay the Executive Director for 100% of her accrued and unused annual leave and 50% of her accrued and unpaid sick leave. Federal Income Tax, Medicare Tax and Social Security Tax will be withheld in accordance with Authority policy. Ms. Kelley shall be eligible for similar health care benefits as other Authority employees.

6. REIMBURSEMENT.
    a. TRAVEL REIMBURSEMENT: The Authority, subject to Florida Statute Section 112.061 and its budgetary constraints, shall reimburse Ms. Kelley for any and all necessary, customary and usual expenses incurred by her while traveling for, or on behalf of, the Authority in the performance of her duties, while attending business related activities including, but not limited to, meetings, seminars and conferences authorized by the Board. Such reimbursement for travel shall cover actual expenses for travel, but shall be in accordance with the Authority's Travel Policy, except to the extent preempted by Florida Statute.

b. PROFESSIONAL ASSOCIATIONS: Ms. Kelley, with the prior written consent of the Chairman of the Board, shall be reimbursed for the cost of dues and other membership costs of professional associations associated with her work as Executive Director.

7. TERMINATION OF AGREEMENT AT WILL OF EITHER PARTY. Ms. Kelley shall serve as Executive Director at the will and pleasure of the Board. The intent of this agreement is that the Board, in its sole discretion, may terminate this Agreement and Ms. Kelley's employment at any time. Termination at will may only be exercised only after an unsatisfactory performance review wherein any performance deficiencies have been formally identified and have not been cured within a period of sixty days from the effective date of the performance review. In the event the Board invokes its option to terminate at will; Ms. Kelley shall receive an amount equal to the salary that she would have received during the eight (8) weeks immediately following the date such termination takes effect, as if this Agreement had not been terminated. Ms. Kelley may terminate this Agreement and her employment by written resignation delivered to the Board no less than two weeks prior to the effective date of the resignation. Upon effective date of the resignation, the Authority shall have no further obligations to Ms. Kelley.

8. TERMINATION OF AGREEMENT BY BOARD FOR CAUSE. This Agreement may also be terminated by the Authority for cause at any time. Cause as used in this Section 8 means any of the following: (1) if the Executive Director is convicted of any felony or misdemeanor under state or federal law, including traffic offenses involving homicide or DUI; (2) a finding of a violation of either the State of Florida or Authority Code of Ethics; (3) any material and continuing dereliction of her duties as Executive Director; or (4) if the Executive Director is fired for misconduct, as defined in F.S. 443.036(29), by the Board. In the event of a termination for cause, no severance pay shall be required. In the event the Executive Director is charged by indictment or information with a felony or any crime involving moral turpitude, including a traffic offense involving homicide or DUI, or any ethics code violation where the Florida Commission on Ethics finds probable cause, as an alternative to the option to terminate at will, the Board may elect to suspend her from her duties without pay. If suspended, then upon the dismissal of such charges or upon the Executive Director being acquitted of same, she shall be reinstated and entitled to full back pay and other accrued benefits.

9. INDEMNIFICATION. To the extent permitted by Florida Statute Section 111.07, the Authority shall provide an attorney to defend and pay any and all expenses incurred by Ms. Kelley in connection with the defense or settlement of any civil or administrative action, and shall pay and satisfy any judgments, awards, fines or such penalties rendered, assessed or levied against Ms. Kelley in any civil or administrative action (whether or not the Authority is joined as a party) where such action relates to acts of Ms. Kelley in the discharge of her responsibilities as Executive Director, provided however, that the Authority shall not be obligated to defend, indemnify or hold Ms. Kelley harmless for acts or omissions of Ms. Kelley undertaken in bad faith, with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

10. WAIVER OF TENURE. In consideration of the foregoing, Ms. Kelley waives, foregoes and releases any and all property right or interest in her employment with the Authority, including, but not limited to:
    a. All rights under federal, state or local law giving rise to any property interest or right in public employment; and
    b. All claims to or rights to continued employment or tenure which may exist under any of the governing documents of, or any other documents or materials pertaining or relating to, the Authority or its operations; and
    c. This Agreement constitutes waiver and relinquishment of any rights regarding her employment under the Fifth and Fourteenth Amendments to the United States Constitution and Section 42 U.S.C. 1983.

    The intent of the parties is that Ms. Kelley, in consideration of the rights granted her in this agreement, shall be an employee terminable at the will and pleasure of the Authority, acting through its Board, and that she shall have no right to continued Authority employment and no right to contest or appeal to any person, board, body or court the termination of her employment under this Agreement.

11. ENTIRE UNDERSTANDING. Upon commencement of this Agreement it shall be deemed to incorporate the entire understanding of the parties. No other agreements, understandings or arrangements, prior or contemporaneous, verbal or written, apply and this Agreement supersedes all such agreements, understandings or arrangements. Further, nothing in this Agreement shall be interpreted to eliminate or modify the requirement to comply with all policies, procedures, and codes of conduct as adopted by the Authority for its employees.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action arising out of or in connection with this agreement shall lie in the Ninth Judicial Circuit in and for Orange County, Florida.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on respective dates under each signature. The Authority, acting through its Board, authorized the Board Chairman to execute this Agreement on the 11th day of June, 2015.

_____
Laura Kelley

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 Laura Kelley, who___ is personally known to me OR ___ has produced _____ as identification.

_____
Signature of Notary Public

[Notary Seal]

_____
Print name of Notary Public
My commission expires: _____

CENTAL FLORIDAEXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the State of Florida

By:_____
Welton G. Cadwell, CFX Chairman

ATTEST:

_____
Darleen Mazzillo,
Assistant Secretary

Dated:_____

Approved as to form and legal sufficiency for the reliance of CFX only:

_____
Joseph L. Passiatore

Policy Relating to the Position of Executive Director

Policy EXEC - 4

Department: Executive

Supersedes: 2/24/10

Date of Board Approval: 9/11/14

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011
WWW.EXPRESSWAYAUTHORITY.COM

Resolution No. 2014- 270
(Replaces Resolution 2010-105)

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX), AMENDING THE POLICY RELATING TO THE POSITION OF EXECUTIVE DIRECTOR

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, the Central Florida Expressway Authority has assumed the governance and control of the Orlando-Orange County Expressway Authority; and

WHEREAS, Florida Statutes 348.753 provides that the CFX may employ an Executive Director and determine the qualifications of such person; and

WHEREAS, the governing Board wishes to update the Executive Director Policy to reflect the transition from the Orlando-Orange County Expressway Authority to the Central Florida Expressway Authority; and

WHEREAS, the governing Board wishes to update the education and experience requirements of the Executive Director.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, as follows:

Section 1. Job Description The job description attached hereto as Exhibit "A" setting forth the duties and responsibilities for the position of Executive Director is hereby formally adopted.
Section 2. Evaluation Process The evaluation process attached hereto as Exhibit "B" updating the Authority's name on the formal performance evaluation for the position of Executive Director, is hereby formally adopted.
Section 3. Codification This policy shall be codified in that section of the CFX Index of Policy and Procedures entitled "Executive" and designated as "EXEC-4".
Section 4. EFFECTIVE DATE This Resolution shall be effective immediately upon passage.

ADOPTED this 11th day of September, 2014.

ATTEST: Darleen Mazzillo
Darleen Mazzillo
Executive Assistant

Welton G. Cadwell
Chairman

Approved as to form and legality:

Joseph A. Passiatore
CFX General Counsel

Central Florida Expressway Authority
Position of Executive Director Policy

Policy EXEC - 4

Department: Executive

EXHIBIT "A"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
JOB DESCRIPTION

DATE: September 11, 2014

POSITION: Executive Director

DEPARTMENT: Executive

JOB SUMMARY

The Executive Director is the chief administrative and technical officer of the Agency and reports directly to the Authority Board. The Executive Director oversees all of the activities of the Agency and shall:

1. Provide the most convenient, safest and economical expressway possible with the limited resources allocated;
2. Establish and maintain effective communications with customers, Board members, employees, consultants and coordinating agencies:
3. Complete approved plans, programs and contracts as scheduled and budgeted;
4. Maximize benefits from funds expended; and
5. Fully implement the policies, systems, standards and specifications adopted by the Authority.

PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Identify policy and planning issues and make recommendations for Board consideration.
2. Prepare and recommend programs and finance plans for expressway expansions and improvements.
3. Prepare and recommend programs and budgets for the operation and maintenance of existing facilities.
4. Direct and control Authority operations in accordance with approved policies, plans, programs and budgets.
5. Prepare and distribute periodic status reports comparing planned and actual accomplishments to the Board.
6. Report problems and corrective actions taken to the Board.
7. Provide public information programs to communicate expressway activities to customers.
8. Establish and maintain communication and coordination with appropriate local, state and federal agencies.
9. Provide employees with work plans, programs, budgets and contracts.
10. Provide staff with timely decisions on policy, program and budget matters.
11. Provide adequate descriptions of staff responsibilities, authorities and scope of operations.
12. Approve contracts within the limits established by the Procurement Policy.
13. Provide the facilities and equipment needed for the effective day-to-day operation of the Authority's business.

MINIMUM EDUCATION, CERTIFICATION AND EXPERIENCE REQUIREMENTS

Education: Graduation from an accredited college or university with a Bachelor's Degree is required. A Master's degree is preferable.

Experience: 8 years of comprehensive executive management and finance experience. Experience in toll operations, fixed guideway facilities, budgets, business, contract management, finance, economic development and transportation operations desired.

REQUIRED SPECIAL STRENGTHS

- Proven executive level manager with a strength in finance (both capital and operations)
- Effective operations and project management with both direct employees and consultants
- An effective agent on behalf of the Authority with a variety of critical stakeholders including other governmental agencies, businesses, community leaders, customers and the media
- Politically astute and sensitive,
- A visionary who is creative, innovative and proactive
- A strong customer focus
- Impeccable professional and personal ethics with a commitment to full transparency
- Excellent verbal and written communications skills, including public speaking,
- A skillful negotiator

Required to provide and maintain proof of a valid Florida's driver's license and car Insurance.

EXHIBIT "B"
EXECUTIVE DIRECTOR PERFORMANCE REVIEW

The evaluation will be conducted as follows:

Utilize the evaluation form attached. It contains nine columns, one for each Board member with seven categories for evaluation criteria, an area for comments regarding either specific positive attributes or negative concerns that may warrant action, and a section for comments and recommendations.

Forms will be prepared by the Human Resources Director and provided to each of the Board members for their input.

Once completed, the Human Resources Director will provide a summary of the evaluations by category, with averages provided as well as a summary of comments and suggestions as to potential merit increases. (Each category will be weighted with a total of 100 points for all categories and each evaluation will be between 1 and 10 with 1 being the lowest rating and 10 being the highest. A rating of 7 would indicate minimally acceptable performance.)

Upon completion of the evaluations, the Board will discuss the results and any action that is appropriate at the next regularly scheduled Board meeting.

This performance review shall take place at a minimum of once per year on the anniversary hire date of the individual serving as Executive Director or as soon thereafter as is practical.

The following are the definitions of the Key Task and Core Competency Categories.

Vision and Mission of the Board
Does the Executive Director (ED) work with the Board to develop a clear vision? Does the ED translate CFX missions into realistic goals and objectives? Does the ED work with both the Board and staff to develop a long-range plan? Does the ED understand what changes must take place for CFX to accomplish its mission and realize its goals?

Accomplishments of Management Objectives
Has the ED successfully cultivated a qualified senior staff and provided a model for effective behavior? Has the ED built morale among the staff? Has the ED ensured there are appropriate systems in place to facilitate day-to-day operations, including education and outreach, policy development, administration and operations, and resource development?

Fiscal Management
Is the ED knowledgeable regarding financial planning, budgeting, and management of the system's finances? Does the ED understand the overall financial picture? Have strategic and operational planning been linked to the budgeting process? Is there clear and accurate communication of all accounting and financial issues to the Board?

Operations Management
Does the ED have adequate knowledge to effectively operate CFX? Is there a sound risk management system in place? Are there appropriate polices for personnel and staffing? Is CFX in compliance with all legal and regulatory requirements?

Board/Staff Relationship
Is there an appropriate level of dialogue between the ED and both the Board and staff to ensure the Board maintains a good knowledge of the CFX? Has the ED ensured there is an effective and collegial working relationship between staff and Board members?

External Liaison and Public Image
Does the ED maintain a positive professional image in the community and act as an ambassador? Does the ED cultivate effective relationships with community and business leaders, customers, public officials, and relevant professional organizations? Is the ED an articulate and knowledgeable spokesperson for CFX? Is the ED knowledgeable about the public policy dimension of CFX?

Performance Measures
Has the ED worked effectively to enable CFX to satisfy the performance objectives of the Florida Transportation Commission as set forth on the attached matrix?

CFX Executive Director Performance Evaluation
Scoring Matrix
Date:_____

KEY TASK AND COMPETENCY	MAX POINTS	BOARD MEMBERS									AVERAGE
Vision and Mission of the Board	10										
Accomplishment of Management Objectives	10										
Fiscal Management	10										
Operations Management	10										
Board Staff Relationship	10										
External Liaison and Public Image	10										
Performance Measures	40										
									TOTAL AVERAGE		

COMMENTS ON SPECIFIC ASPECTS OF PERFORMANCE:

COMMENTS AND RECOMMENDATIONS FOR MERIT INCREASE OR OTHER ACTION:

Evaluation Rating Scale

1.0 - 6.0 Performance is consistantly below expectations
6.1 - 7.0 Performance sometimes meets expectations and needs improvement
7.1 - 8.0 Performance consistently achieves minimal expectations
8.1 - 9.0 Performance often exceeds expectations
9.1 - 10.0 Performance far exceeds expectations

Florida Transportation Commission Performance Objectives
Fiscal Year 20XX Results

MEASURE	DETAIL	OBJECTIVE	CFX PERFORMANCE	MAXIMUM POINTS	POINTS ALLOCATED
1 Maintenance Condition Rating	Condition Rating of at Least 90	≥ 90		2.353	
2 Pavement Condition rating	% of Lane Miles Rated Excellent or Good	> 85%		2.353	
3 Bridge Condition Rating	% of Bridge Structures Rated Excellent or Good	> 95%		2.353	
4 Bridges with Weight Restrictions	% of Bridge Structures with Posted Weight Restrictions	0%		2.353	
5 Toll Collection Transactions	Number of Electronic Transactions as a % of Total Transactions	> 75% by 6/30/2012		2.353	
6 Revenue Variance	Actual Revenue Variance without Recovery of Fines	< 4%		2.353	
7 Safety	Fatalities per 100 million Vehicle Miles Traveled for previous CY	> 10% below 5 yr ave (.49)		2.353	
8 Customer Service	% of Customers Satisfied with Level of Service (bi-annual survey)	> 90%		2.353	
9 Consultant Contract Cost	% of Increase from Original Award to Final Cost	< 5%		2.353	
10 Construction Contract Time	% of Contracts Completed Within 20% of Original Contract Time	≥ 80%		2.353	
11 Construction Contract Cost	% of Contracts Completed Within 10% Above Original Amount	≥ 90%		2.353	
12 Cost to Collect a Toll Transaction	Cost to Collect excluding Indirect Costs, Patrol, Interest and Dep'n	≤ 16¢		2.353	
13 Annual OM&A Variance	Variance Between Forecast OM&A to Actual OM&A	< 110%		2.353	
14 M/WBE Participation	M/WBE Participation as a % of Total Commitments (Agency Target 15%)	(> 90% of Target) 13.5%		2.353	
15 Debt Service Coverage - Bonded/Commercial Debt	[(Revenues-Interest)-(Toll O&M Exp)]/All Scheduled Debt Service	> 1.5		2.353	
16 Debt Service Coverage - Comprehensive Debt	[(Revenues-Interest)-(Toll O&M Exp)]/All Debt	> 1.2		2.353	
17 Authority Debt Service Coverage Compliance	Compliance with Bond Covenants for Debt Service Coverage	Yes		2.353	
Total Points Allocated (Maximum 40 Total Points)				40	**0.00**

Percentage of Points Earned **0%**

Note: CFX Performance column reflects actual results for the Fiscal Year reported by the Florida Transportation Commission.

HARRIS ▪ RAND ▪ LUSK

122 West 42nd Street, Suite 3605 New York, NY 10168
Phone: 212 867 5577

May 29, 2015

S. Michael Scheeringa
Chair, Executive Director Search Committee
Board of Directors
Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando, FL 32807

Dear Board Member Scheeringa:

As per your request, I have reviewed, for both content and form, the draft contract you negotiated with Laura Kelley for the Central Florida Expressway Authority's (CFX) Executive Director position.

With regard to compensation & related issues, such as salary, leave accrual and expenses, you can be assured that all fall well within industry norms for equivalent level positions at similar transportation entities nationally.

The contract also structurally conforms to the best practices employed by most of our large public transportation clients and is faithful to what we at Harris Rand Lusk (HRL) consider the "gold industry standard" as embodied in the American Public Transportation Association's Employment Agreement Guidelines for Public Transportation Management.

Accordingly, I would suggest to you that such contract was constructed with care and due diligence, and, if agreed to by Ms. Kelley, could be approved with utmost confidence by the CFX Board.

On behalf of HRL Executive Search, I want to thank you, Chairman Cadwell, the CFX Board and the Authority's staff liaison team, for a productive and pleasant search experience. We stand ready to help CFX at any time in the future should you need our assistance.

Sincerely,

Christopher P. Boylan
Director, Transportation & Infrastructure Practice

Cc: J. Passiatore, CFX
M. Mederos-Lamaute, CFX
J. Lusk, HRL
M. Coffey, HRL

F. 2.

Contract Award to Superior Construction Company (Project 429-203)


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Wekiva Parkway
Construction Update

Section 429-202 (1A)

From North of US 441 to North of Ponkan Rd.

Construction began June 8, 2015

Section 429-203 (1B)

From North of Ponkan Rd. to North of a New Kelly Park Road Interchange

Contractor: Superior Construction (Apparent Low Bidder)

Construction Cost: $46.6 million

Construction Start: August 2015

Projected Finish: Spring 2017



MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Award of Contract for
S.R. 429 from North of Ponkan Road to North of Kelly Park Road
Contract No. 001061; Project No. 429-203

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on May 19, 2015, for the referenced project. Bid results were as follows:

	Bidder	**Bid Amount**
1.	Superior Construction Company Southeast, LLC	$46,617,017.39
2.	Ranger Construction Industries, Inc.	$50,489,173.83
3.	Hubbard Construction Company	$50,922,855.70
4.	SEMA Construction, Inc.	$52,444,444.44
5.	Prince Contracting, LLC	$59,180,000.00

The Engineer's Estimate for this project is $57,629,412.74

The Procurement Department has evaluated all bids and has determined the bid from Superior Construction Company (Superior), to be responsible and responsive to the bidding requirements. Award of the contract to Superior in the amount of $46,617,017.39 is recommended contingent upon final execution of the contract by both parties.

CONTRACT

This Contract No. 001061 (the "Contract"), made this 11th day of June, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC, 7072 Business Park Boulevard, Jacksonville, Florida 32256, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 429-203, S.R. 429 from north of Ponkan Road to north of Kelly Park Road, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 600 calendar days. The Contract Amount is $46,617,017.39. This Contract was awarded by the Authority's Board of Directors at its meeting on June 11, 2015.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, the AUTHORITY agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC

By:_____

_____
Title

ATTEST: _____(Seal)

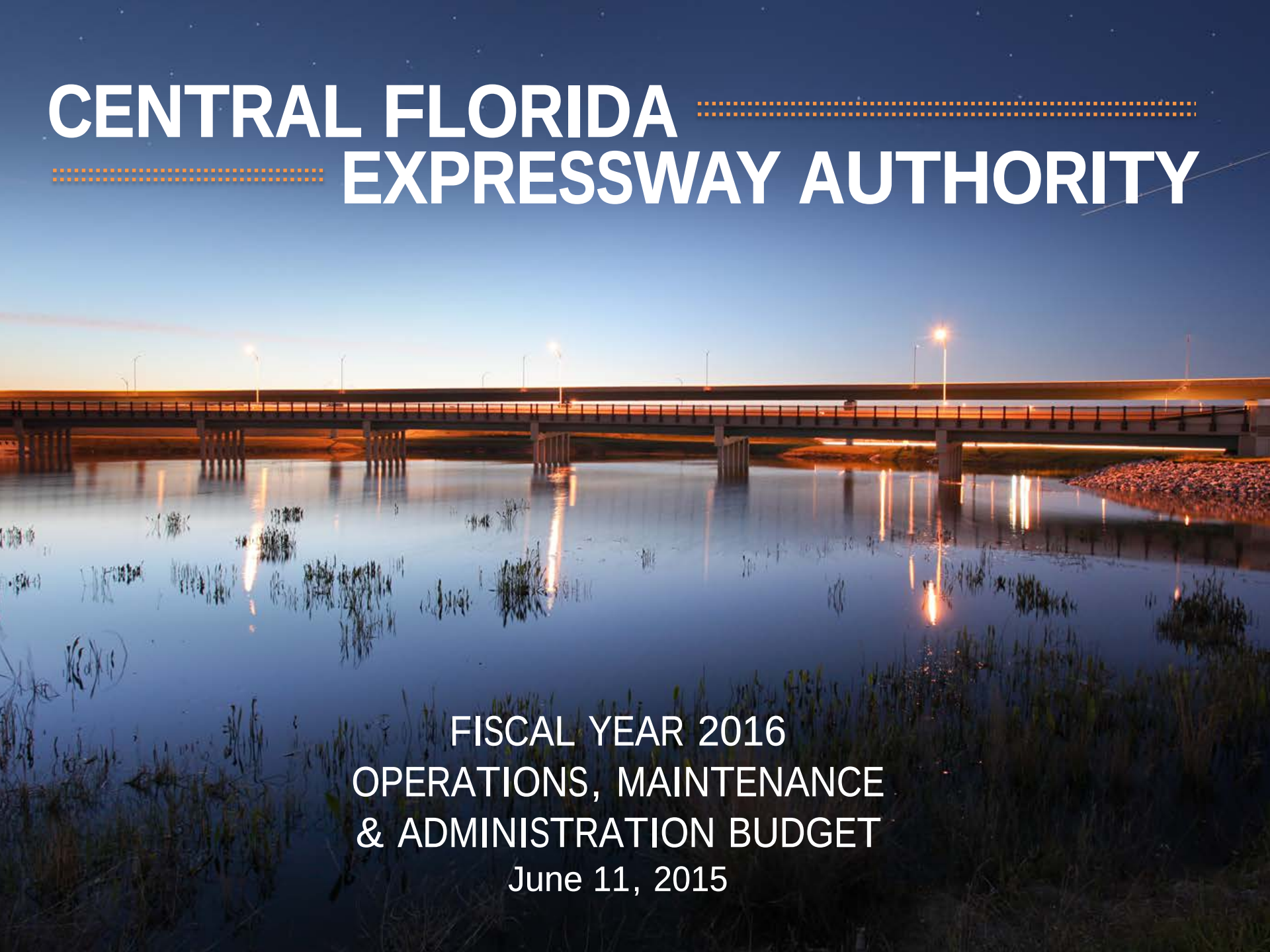
Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

F. 3.

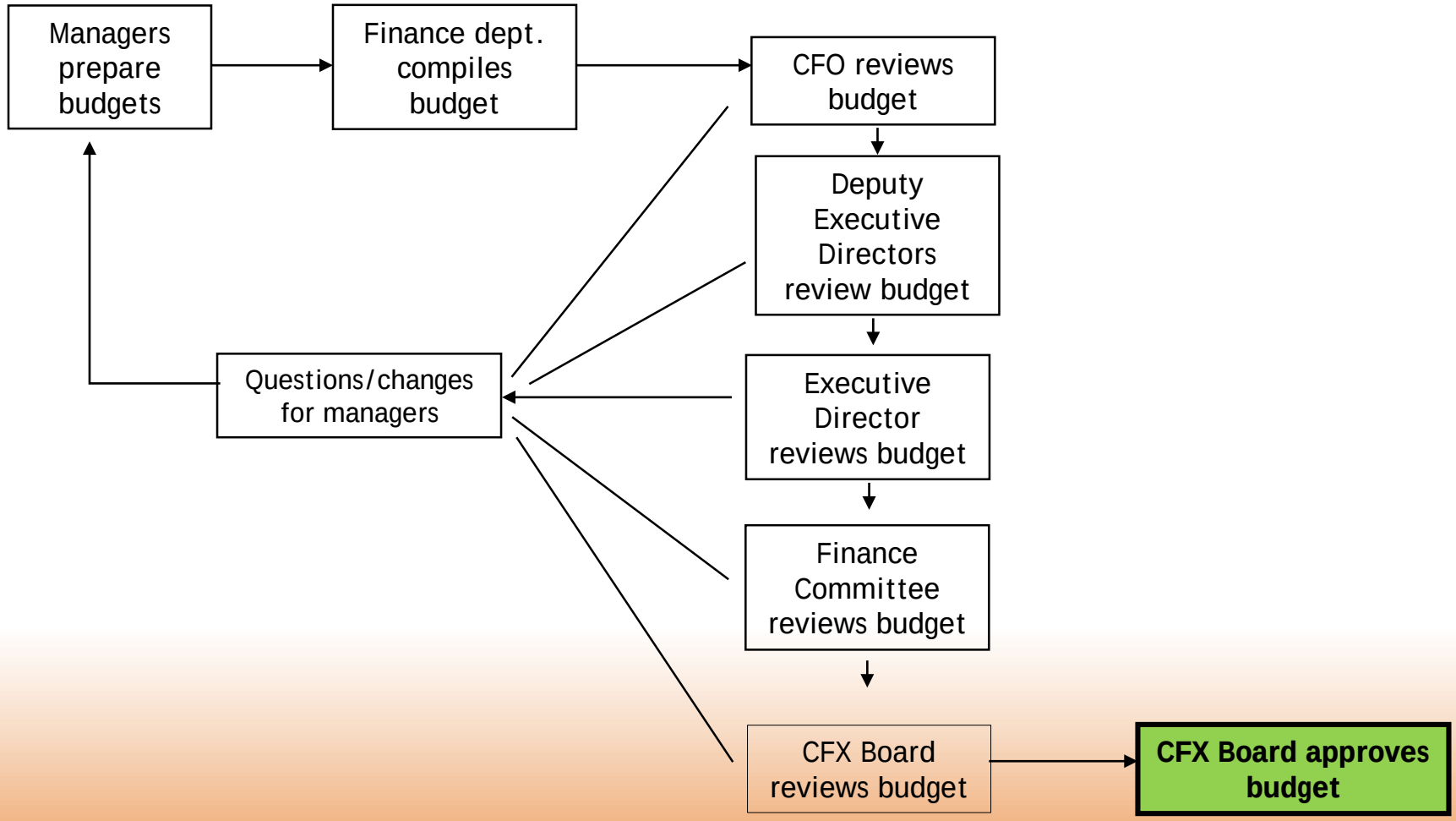
FY 2016 Operations, Maintenance & Administration Budget



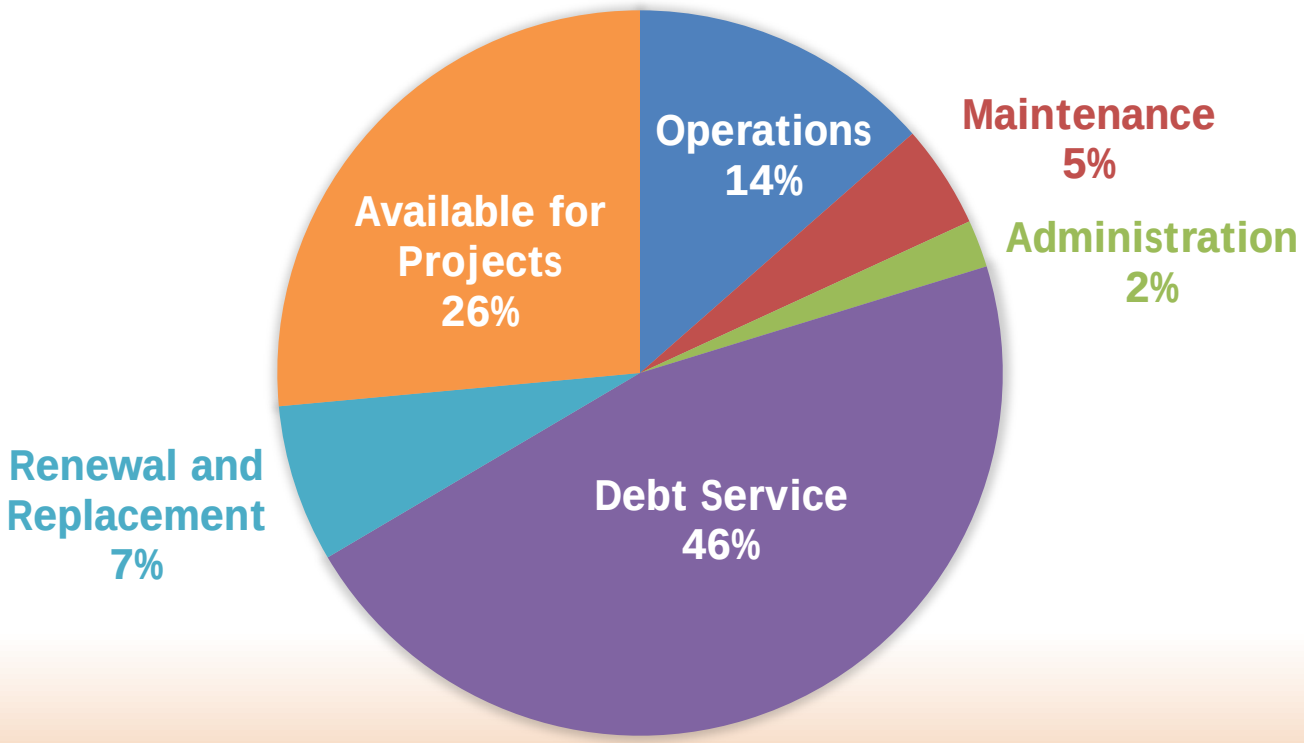
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FISCAL YEAR 2016
OPERATIONS, MAINTENANCE
& ADMINISTRATION BUDGET
June 11, 2015

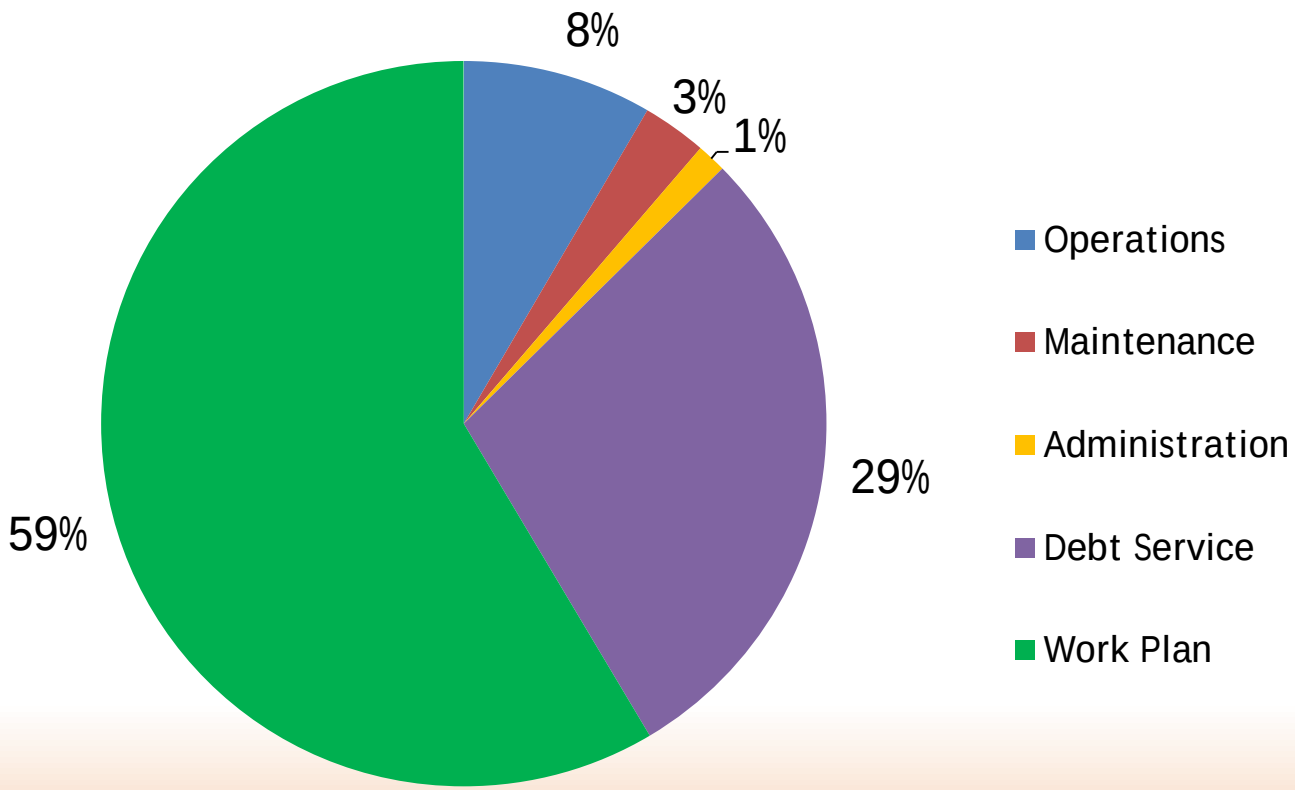
BUDGET PROCESS



HOW REVENUE IS SPENT



DISTRIBUTION OF EXPENSES



PROPOSED BUDGET

	FY 2015 Budget	FY 2016 Budget	Change	%
Operations	$38,051,900	$44,811,037	$6,759,137	17.8%
Maintenance	15,487,997	16,301,829	813,832	5.3%
Administration	7,091,671	7,416,633	324,962	4.6%
Other Operating	2,800,000	2,675,731	(124,269)	-4.4%
Total Budget	63,431,568	71,205,230	7,773,662	12.3%
Capital Expenditures	$432,470	$561,420	$128,950	29.8%
OM&A Projects	$686,200	$301,500	($384,700)	-56.1%
Total Capital & Project	$1,118,670	$862,920	($255,750)	-22.9%

PROPOSED BUDGET

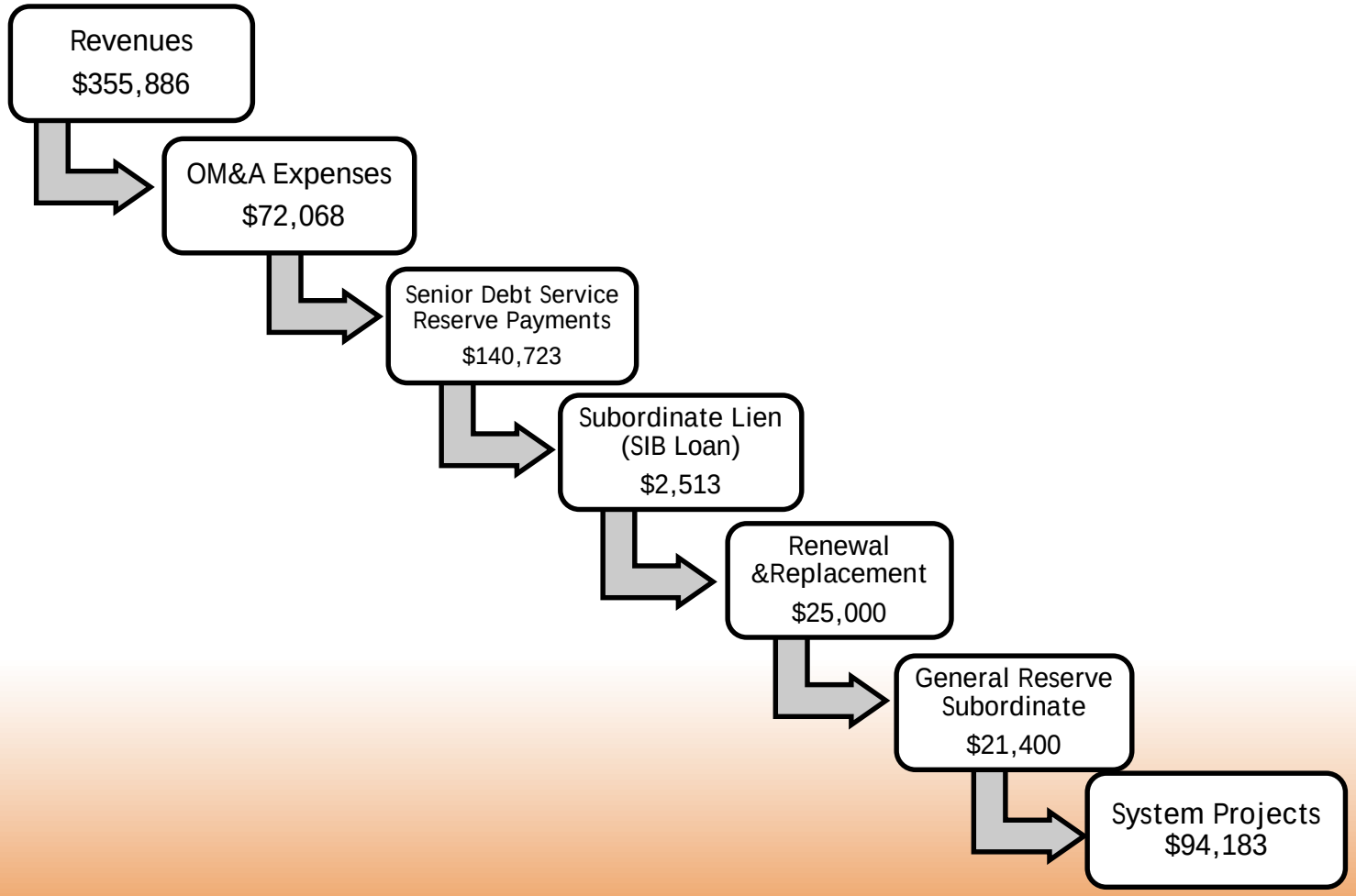
	FY 2015 Projections	FY 2016 Budget	Change	%
Operations	$37,192,351	$44,811,037	$7,618,686	20.5%
Maintenance	14,788,036	16,301,829	1,513,793	10.2%
Administration	6,357,008	7,416,633	1,059,625	16.7%
Other Operating	2,586,609	2,675,731	89,122	3.4%
Total Budget	60,924,004	71,205,230	10,281,226	16.9%
Capital Expenditures	$368,869	$561,420	$192,551	52.2%
OM&A Projects	$336,864	$301,500	($35,364)	-10.5%
Total Capital & Projects	$705,733	$862,920	$157,187	22.3%

CHANGES FROM DRAFT BUDGET

Total expenses have decreased by $158,972

- OM&A expenses – Decrease of $261,472
- IT – Interactive Voice Response system upgrade project – Increase of $102,500

FLOW OF FUNDS THOUSANDS ($000's)



PROPOSED BUDGET – DEBT SERVICE RATIO

	(in thousands)		
	FY 2014 Actual	FY 2015 Projected	FY 2016 Budgeted
Total Revenues	327,197	351,539	355,886
Total Expenses	57,642	61,171	70,794
OM&A Reserve Deposits	303	1,295	1,004
FDOT advances	(8,507)	(8,707)	(8,804)
Net Revenues	277,759	297,780	292,892
Debt Service payments	139,498	140,653	137,680
Debt Service ratio	1.99	2.12	2.13

RECOMMENDED MOTION

Board approval of fiscal year 2016 Operations, Maintenance and Administration Budget

FY 2016
BUDGET

SUMMARY

Central Florida Expressway Authority
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Years Ended June 30,			
	Actual 2014	**Budget 2015**	**Budget 2016**	**Change % From FY 2015 Budget**
Revenues:				
Tolls	$310,726,907	$317,500,000	$337,300,000	6%
Tolls Collected via UTN's	8,406,254	7,100,000	8,500,000	20%
Fees Collected via UTN's and UTC's	4,351,105	4,080,000	5,033,000	23%
Transponder sales	76,034	43,200	65,054	51%
Other Operating	1,163,629	1,182,836	2,139,103	81%
Interest	1,593,634	1,227,610	1,899,109	55%
Miscellaneous	879,881	918,153	950,217	3%
Total revenues	327,197,444	332,051,799	355,886,483	7%
Expenses:				
Operations	35,521,627	38,051,900	44,811,037	18%
Maintenance	14,302,303	15,487,997	16,301,829	5%
Administrative*	5,080,804	6,419,966	6,743,966	5%
Other Operating	2,737,500	2,800,000	2,675,731	-4%
Total expenses	57,642,234	62,759,863	70,532,563	12%
Add deposits into OMA reserve	303,449	206,447	971,708	371%
Less advances for operations and maintenance expenses received from the FDOT	(8,506,894)	(8,706,666)	(8,724,863)	0%
Net expense	49,438,789	54,259,644	62,779,408	16%
Net revenues, as defined, plus payments received from the FDOT	277,758,655	277,792,155	293,107,075	6%
Senior debt service payments**	139,498,024	138,569,317	137,680,216	-1%
Subordinate Lien (SIB Loan)	10,313,400	10,187,500	2,512,500	-75%
General Reserve subordinate payments	20,000,000	20,000,000	20,000,000	0%
SunTrust Bank Loan Payment	1,399,722	1,399,722	1,399,722	0%
Total debt payments plus FDOT repayments	171,211,146	170,156,539	161,592,438	-5%
County gas tax pledge	8,564,599	8,500,000	9,005,980	6%
Subordinate debt service ratio of net revenues to total debt payment	**1.62**	**1.63**	**1.81**	**11.1%**
Senior debt service ratio of net revenues to debt service	**1.99**	**2.00**	**2.13**	**6.2%**
Debt service ratio of total pledged revenues to debt service***	**2.05**	**2.07**	**2.19**	**6.2%**

* The Construction Administration and Plans Production cost centers will be allocated to all construction in progress projects at the end of the year and thus are not included here.

** Per Bond Resolution Calculation.

*** This calculation applies only to the 1990 Series bonds, which are covered by the County's gas tax pledge.

Central Florida Expressway Authority
Budgeted Flow of Funds - Including Subordinate Payments
On a Cash Flow Basis (Includes Capitalized Items)

	Years Ended June 30,				
	Actual 2014	Budget 2015	Budget 2016	From FY 2015 Budget	
Revenues:					
Tolls	$310,726,907	$317,500,000	$337,300,000	19,800,000	6%
Tolls Collected via UTN's	8,406,254	7,100,000	8,500,000	1,400,000	20%
Fees Collected via UTN's and UTC's	4,351,105	4,080,000	5,033,000	953,000	23%
Transponder sales	76,034	43,200	65,054	21,854	51%
Other Operating	1,163,629	1,182,836	2,139,103	956,267	81%
Interest	1,593,634	1,227,610	1,899,109	671,499	55%
Miscellaneous	879,881	918,153	950,217	32,064	3%
Total revenues	327,197,444	332,051,799	355,886,483	23,834,684	7%
Expenses:					
Operations	35,521,621	38,051,900	44,811,037	6,759,137	18%
Maintenance	14,302,304	15,487,997	16,301,829	813,832	5%
Administrative	5,684,941	7,091,671	7,416,633	324,962	5%
Other Operating	2,737,500	2,800,000	2,675,731	(124,269)	-4%
Total expenses	58,246,366	63,431,568	71,205,230	7,773,663	12%
Debt service payments	139,498,024	140,086,304	140,722,708	636,404	0%
Subordinate Lien (SIB Loan)	10,313,400	10,187,500	2,512,500	(7,675,000)	-75%
General Reserve subordinate payments	20,000,000	20,000,000	20,000,000	-	0%
SunTrust Bank Loan Payment	1,399,722	1,399,722	1,399,722	-	0%
Renewal and Replacement Reserve	-	20,000,000	25,000,000	5,000,000	25%
OM&A Capital Expenditures & Projects	234,644	1,118,670	862,920	(255,750)	-23%
Net Available for System Projects	$ 97,505,288	$ 75,828,035	$ 94,183,403	$ 18,355,367	24%

Central Florida Expressway Authority
All Activities - Total By Line Item

Description	2015 Annual Budget	2016 Annual Budget	Difference	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS				
Salaries & Wages	$ 5,356,190	$ 5,607,024	$ 250,835	4.7%
Social Security and Medicare	372,907	390,108	17,201	4.6%
Retirement Contributions -FRS	649,211	667,797	18,586	2.9%
Life and Health Insurance	1,253,048	1,293,151	40,103	3.2%
State Assessment	13,248	13,670	422	3.2%
Workers' Compensation	42,847	46,311	3,464	8.1%
Total Salaries & Benefits	7,687,451	8,018,062	330,611	4.3%
OTHER				
Cost Of Transponders Sold - Sticker	800,104	845,721	45,617	5.7%
Cost Of Transponders Sold - Hardcase	6,484	8,339	1,855	28.6%
Cost Of Transponders Sold - Bumper	15,786	24,721	8,935	56.6%
Interoperability Transaction Fee	-	3,747,932	3,747,932	
Professional Services	763,000	794,250	31,250	4.1%
Legal Fees	225,000	225,000	-	0.0%
Consultant Fees	354,000	405,721	51,721	14.6%
Maintenance Program Support	15,200	5,000	(10,200)	-67.1%
Maintenance Program Support - ITS	795,700	827,000	31,300	3.9%
Mitigation Maint. Support	17,000	2,000	(15,000)	-88.2%
FON Program Support	170,000	175,000	5,000	2.9%
Pavement Management System	20,000	26,000	6,000	30.0%
Auditing Fees	79,500	79,500	-	0.0%
Contract Personnel	4,971,934	5,660,979	689,045	13.9%
Toll Plazas Salaries/Wages	10,112,943	11,512,943	1,400,000	13.8%
Toll Plazas Other Direct Expenses	537,260	553,370	16,110	3.0%
Toll Collection Management Fees	284,491	293,019	8,528	3.0%
Toll Plazas Administration Salaries	1,483,668	1,528,169	44,501	3.0%
Toll Plazas Office Expenses	449,069	462,534	13,465	3.0%
Toll Plazas Insurance and Bond	245,940	253,313	7,373	3.0%
Florida Highway Patrol Services	785,275	811,964	26,689	3.4%
Motorist Service Patrol Agreement	1,065,024	1,077,650	12,626	1.2%
Toll Plazas Janitorial	425,614	438,382	12,768	3.0%
Travel	54,735	55,610	875	1.6%
Reimbursed Local Travel	7,950	9,375	1,425	17.9%
Gasoline	27,200	25,450	(1,750)	-6.4%
Telephone Service	408,850	544,900	136,050	33.3%
Internet Service	52,200	52,200	-	0.0%
Postage and Delivery	853,550	944,000	90,450	10.6%
Printing	227,930	308,630	80,700	35.4%
Service Center Printing and Mailing	75,000	86,135	11,135	14.8%
Annual Report	25,000	25,000	-	0.0%
Utilities	2,378,750	2,396,750	18,000	0.8%
Lease - Buildings	119,400	126,400	7,000	5.9%
Leases - Equipment	42,666	48,261	5,595	13.1%
Records Management	32,400	32,200	(200)	-0.6%
Insurance	687,124	680,199	(6,925)	-1.0%
Repairs & Maint. - Equipment	50,575	41,875	(8,700)	-17.2%
Maintenance FON Locates	16,500	16,500	-	0.0%
Maintenance - ITS Infrastructure	1,288,280	1,674,000	385,720	29.9%
Support & Maint. - Software	86,664	89,717	3,053	3.5%
Repairs & Maint. - Software and Hardware	624,457	629,277	4,820	0.8%
Maintenance - Toll Collection Software	650,000	690,600	40,600	6.2%

Description	2015 Annual Budget	2016 Annual Budget	Difference	% Inc (Decr) over 2015 Budget
Repairs & Maint. - Fiber Optic Network	400,000	335,000	(65,000)	-16.3%
Facilities Maintenance	1,141,917	1,141,924	7	0.0%
Repairs and Maint. - Toll Equipment	2,158,625	2,255,901	97,276	4.5%
Repairs and Maint. - Toll Equipment Parts	420,500	350,500	(70,000)	-16.6%
Repairs & Maint. - VES Equipment	364,541	381,951	17,410	4.8%
Repairs & Maint. - Vehicles	12,500	12,250	(250)	-2.0%
Roadway and Bridges Maintenance	5,209,443	5,494,000	284,557	5.5%
Landscape Maintenance Service	3,806,000	3,651,500	(154,500)	-4.1%
Mitigation Area Maintenance	21,000	-	(21,000)	-100.0%
Bridge Inspection	161,000	224,000	63,000	39.1%
Sign Maintenance/Inspection	322,000	255,750	(66,250)	-20.6%
Temp. Barricades & Message Signs	15,000	10,000	(5,000)	-33.3%
Traffic Signals and Lights	69,500	78,000	8,500	12.2%
Aquatics	164,250	209,850	45,600	27.8%
Board Meeting Broadcasting	20,520	16,000	(4,520)	-22.0%
Advertising - Sponsorships	25,000	25,000	-	0.0%
Advertising	318,040	662,000	343,960	108.1%
Newsletter	6,000	3,000	(3,000)	-50.0%
Photography	2,200	2,200	-	0.0%
Displays	3,000	-	(3,000)	-100.0%
Graphic Production Services	40,000	40,000	-	0.0%
Promotional Items	4,000	4,000	-	0.0%
Advertising and Legal Notices	7,000	8,500	1,500	21.4%
Bank Fees	1,409,044	1,209,750	(199,294)	-14.1%
Credit Card Fees	4,713,918	5,156,146	442,228	9.4%
Security	9,261	9,757	496	5.4%
Special Events	11,500	14,500	3,000	26.1%
Miscellaneous Expense	15,350	10,550	(4,800)	-31.3%
Office Supplies	83,025	87,683	4,658	5.6%
Office Expense - Other	177,120	157,141	(19,979)	-11.3%
Operating Supplies	56,400	42,250	(14,150)	-25.1%
Transponder Supplies	40,000	35,000	(5,000)	-12.5%
Software Expense	99,850	37,530	(62,320)	-62.4%
Dues and Subscriptions	134,815	185,793	50,978	37.8%
Books and Publications	1,100	850	(250)	-22.7%
Seminars and Conferences	30,975	29,075	(1,900)	-6.1%
Staff Training and Education	78,500	74,500	(4,000)	-5.1%
Contingency Project(s)	59,000	64,000	5,000	8.5%
Total Other:	52,944,117	60,511,437	7,567,320	14.3%
Other Operating Expenses	2,800,000	2,675,731	(124,269)	-4.4%
TOTAL	63,431,568	71,205,230	7,773,663	12.3%
CAPITAL EXPENDITURES				
General Equipment	288,750	252,700	(36,050)	-12.5%
Furniture	10,000	10,000	-	0.0%
Vehicle Purchases	-	54,500	54,500	
Software	133,720	244,220	110,500	82.6%
Total Capital Expenditures:	432,470	561,420	128,950	29.8%
PROJECTS	686,200	301,500	(384,700)	-56.1%
TOTAL CAPITAL & PROJECTS	1,118,670	862,920	(255,750)	-22.9%

FY 2016 BUDGETED POSITIONS

		FY15 FTE	FY16 FTE	CHANGE
05-110-710	**OPERATIONS**			
	Director of Toll Operations	1	1	
	Manager of E-PASS and Plaza Operations	1	1	
	Manager of VES and Special Projects	1	1	
	Toll Operations and Quality Control Specialist	1	1	
		4	*4*	*0*
05-110-720	**INFORMATION TECHNOLOGY**			
	Director of IT	1	1	
	Business Analyst	1	1	
	Help Desk	2	2	
	Help Desk Specialist	1	1	
	Information Security Manager	1	1	
	IT Program Manager	1	1	
	LAN Administrator	1	1	
	Programmer Supervisor/Database Administrator	1	1	
	Systems Administrator	1	1	
	Senior Systems Analyst	2	2	
	Systems Analyst	3	3	
	Technology Analyst	1	1	
		16	*16*	*0*
05-120-810	**MAINTENANCE ADMINISTRATION**			
	Director of Construction and Maintenance	0.7	0.7	
	Administrative Assistant	0.2	0.2	
	Contract Support Specialist	0.3	0.3	
	Facilities Maintenance Supervisor	1	1	
	Fiber Optic Network Technician	1	1	
	Landscape Architect	1	1	
	Landscape Horticultural Specialist	0	1	
	Senior Roadway Inspector	1	1	
	Roadway Inspector	1	1	
		6.2	*7.2*	*1*
05-120-820	**EXPRESSWAY OPERATIONS**			
	Director of Expressway Operations	1	1	
	Manager of Expressway Operations	0	1	
	Administrative Assistant	0.3	0.3	
		1.3	*2.3*	*1*
05-130-620	**EXECUTIVE**			
	Executive Director	1	1	
	Deputy Executive Director	2	2	
	Executive Assistant	1	1	
	Receptionist	1	1	
		5	*5*	*0*
05-130-623	**PLANS PRODUCTION**			
	Director of Engineering	1	1	
	Administrative Assistant	0.1	0.1	
	Contract Support	1	1	
		2.1	*2.1*	*0*

		FY15 FTE	FY16 FTE	CHANGE
05-130-625	**LEGAL**			
	General Counsel	1	1	
	Deputy General Counsel	1	1	
	Paralegal	1	1	
		3	*3*	*0*
05-130-630	**ACCOUNTING AND FINANCE**			
	Chief Financial Officer	1	1	
	Manager of Accounting and Finance	1	1	
	Manager of Contract Compliance	1	1	
	Assistant Manager of Accounting and Finance	2	2	
	Accountant	2	2	
	Accounting Clerk	2	2	
	Accounting Specialist	1	1	
	Administrative Assistant	1	1	
	Revenue Analyst	1	1	
		12	*12*	*0*
05-130-640	**PROCUREMENT**			
	Director of Procurement	1	1	
	Manager of Procurement	1	1	
	Buyer	1	1	
	Document Control Specialist/Contracts Coordinator	1	1	
	Contracts Analyst	1	1	
	Public Records Specialist/Contracts Coordinator	1	1	
		6	*6*	*0*
05-130-660	**HUMAN RESOURCES**			
	Director of Human Resources	1	1	
		1	*1*	*0*
05-130-665	**SUPPLIER DIVERSITY**			
	Director of Supplier Diversity	1	1	
		1	*1*	*0*
05-130-670	**COMMUNICATIONS**			
	Director of Public Affairs and Communications	1	1	
	Community Government Relations Coordinator	1	1	
	Senior Communications Coordinator	1	1	
		3	*3*	*0*
05-130-685	**CONSTRUCTION ADMINISTRATION**			
	Director of Construction and Maintenance	0.3	0.3	
	Administrative Assistant	0.4	0.4	
	Contract Support Specialist	0.7	0.7	
	Resident Engineer	1	1	
		2.4	*2.4*	*0*
GRAND TOTAL		**63**	**65**	**2**

OPERATIONS

Central Florida Expressway Authority
Operations Fund - Summary

	2014 Year-end Actual	2015 Original Budget	2015 Budget Amendments	2015 Restated Budget	Projected Year-end Actual	**2016 Annual Budget**	% Inc (Decr) over 2015 Restated
Toll Operations (710)	$ 436,443	$ 529,769		$ 529,769	$ 527,511	**$ 479,286**	-10%
IT (720)	3,491,045	3,782,285		3,782,285	3,506,064	**3,835,589**	1%
E-PASS Service Center (740)	8,639,266	8,612,203		8,612,203	8,746,175	**13,080,851**	52%
Public Outreach/Education (745)	476,171	522,290		522,290	535,001	**868,000**	66%
Violation Enforcement (750)	2,202,699	2,816,248		2,816,248	2,942,035	**3,406,500**	21%
Subtotal	15,245,624	16,262,795		16,262,795	16,256,786	**21,670,226**	33%
Toll Facilities							
Beachline Expressway (SR 528)							
Dallas (943)	1,263,871	1,377,913		1,377,913	1,301,217	**1,450,912**	5%
Beachline Plaza (944)	1,264,165	1,407,235		1,407,235	1,362,838	**1,512,060**	7%
Airport (945)	1,754,229	1,873,681		1,873,681	1,790,066	**1,960,159**	5%
East-West Expressway (SR 408)							
Dean Plaza (914)	1,291,554	1,397,208		1,397,208	1,345,767	**1,494,861**	7%
Conway Main Plaza (915)	2,200,103	2,419,033		2,419,033	2,313,887	**2,499,404**	3%
Pine Hills Plaza (916)	1,554,775	1,651,494		1,651,494	1,598,332	**1,751,548**	6%
Hiawassee Plaza (917)	1,317,494	1,386,223		1,386,223	1,335,775	**1,478,959**	7%
John Land Apopka Expressway (SR 414)							
Coral Hills Plaza (954)	1,366,107	1,471,010		1,471,010	1,409,196	**1,556,550**	6%
Western Beltway (SR 429)							
Independence Plaza (934)	1,246,842	1,379,679		1,379,679	1,318,583	**1,494,020**	8%
Forest Lake Plaza (935)	1,413,944	1,439,818		1,439,818	1,406,927	**1,551,864**	8%
Central Florida Greeneway (SR 417)							
John Young Plaza (923)	1,459,541	1,598,563		1,598,563	1,526,482	**1,686,302**	5%
Boggy Creek Plaza (924)	1,611,452	1,685,899		1,685,899	1,623,437	**1,800,663**	7%
Curry Ford Plaza (925)	1,267,785	1,337,847		1,337,847	1,297,163	**1,446,942**	8%
University Plaza (926)	1,264,135	1,363,501		1,363,501	1,305,895	**1,456,567**	7%
Subtotal Toll Facilities	20,275,997	21,789,105		21,789,105	20,935,565	**23,140,811**	6%
OPS Budget Before Participation	35,521,621	38,051,900		38,051,900	37,192,351	**44,811,037**	18%
FDOT Participation							
Conway Main, Pine Hills, & Airport Plazas	(5,617,540)	(5,779,350)		(5,779,350)	(5,540,411)	**(5,791,493)**	0%
Total Operating Costs	29,904,081	32,272,550		32,272,550	31,651,940	**39,019,544**	21%

Capital Expenditures and Projects

Capital Expenditures							
IT (720)	219,166	303,750		303,750	303,869	**369,700**	22%
Total Capital Expenditures	219,166	303,750		303,750	303,869	**369,700**	22%
Projects							
IT (721)	-	686,200		686,200	261,864	**294,000**	-57%

Central Florida Expressway Authority
Operations Activity - Total By Line Item

Description	2015 Annual Budget	2016 Annual Budget	Difference	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS				
Salaries & Wages	$ 1,673,084	$ 1,609,960	$ (63,124)	-3.8%
Social Security and Medicare	124,844	120,015	(4,829)	-3.9%
Retirement Contributions -FRS	161,013	156,336	(4,677)	-2.9%
Life and Health Insurance	417,232	397,430	(19,802)	-4.7%
State Assessment	4,434	4,223	(211)	-4.8%
Workers' Compensation	5,199	4,963	(236)	-4.5%
Total Salaries & Benefits	2,385,806	2,292,928	(92,878)	-3.9%
OTHER				
Cost Of Transponders Sold - Sticker	800,104	845,721	45,617	5.7%
Cost Of Transponders Sold - Hardcase	6,484	8,339	1,855	28.6%
Cost Of Transponders Sold - Bumper	15,786	24,721	8,935	56.6%
Interoperability Transaction Fee	-	3,747,932	3,747,932	
Professional Services	100,250	120,000	19,750	19.7%
Consultant Fees	50,000	-	(50,000)	-100.0%
Contract Personnel	4,581,934	5,270,979	689,045	15.0%
Toll Plazas Sarlaries/Wages	10,112,943	11,512,943	1,400,000	13.8%
Toll Plazas Other Direct Expenses	537,260	553,370	16,110	3.0%
Toll Collection Management Fees	284,491	293,019	8,528	3.0%
Toll Plazas Administration Salaries	1,483,668	1,528,169	44,501	3.0%
Toll Plazas Office Expenses	449,069	462,534	13,465	3.0%
Toll Plazas Insurance and Bond	245,940	253,313	7,373	3.0%
Toll Plazas Janitorial	425,614	438,382	12,768	3.0%
Travel	12,985	8,460	(4,525)	-34.8%
Reimbursed Local Travel	700	700	-	0.0%
Gasoline	2,100	1,950	(150)	-7.1%
Telephone Service	388,300	529,500	141,200	36.4%
Internet Service	52,200	52,200	-	0.0%
Postage and Delivery	847,650	938,000	90,350	10.7%
Printing	214,150	295,150	81,000	37.8%
Service Center Printing and Mailing	75,000	86,135	11,135	14.8%
Utilities	2,032,000	2,030,000	(2,000)	-0.1%
Lease - Buildings	119,400	126,400	7,000	5.9%
Leases - Equipment	13,000	17,500	4,500	34.6%
Records Management	1,900	1,900	-	0.0%
Insurance	591,308	592,872	1,564	0.3%
Repairs & Maint. - Equipment	37,100	27,400	(9,700)	-26.1%
Repairs & Maint. - Software and Hardware	617,957	622,777	4,820	0.8%
Maintenance - Toll Collection Software	650,000	690,600	40,600	6.2%
Facilities Maintenance	1,019,917	1,019,924	7	0.0%
Repairs and Maint. - Toll Equipment	2,158,625	2,255,901	97,276	4.5%
Repairs and Maint. - Toll Equipment Parts	420,500	350,500	(70,000)	-16.6%
Repairs & Maint. - VES Equipment	364,541	381,951	17,410	4.8%
Repairs & Maint. - Vehicles	1,000	1,250	250	25.0%
Advertising - Sponsorships	25,000	25,000	-	0.0%
Advertising	318,040	662,000	343,960	108.1%

Description	2015 Annual Budget	2016 Annual Budget	Difference	% Inc (Decr) over 2015 Budget
Newsletter	6,000	3,000	(3,000)	-50.0%
Graphic Production Services	30,000	30,000	-	0.0%
Promotional Items	3,000	3,000	-	0.0%
Bank Fees	1,381,794	1,182,500	(199,294)	-14.4%
Credit Card Fees	4,713,918	5,156,146	442,228	9.4%
Security	8,261	8,757	496	6.0%
Miscellaneous Expense	2,350	2,550	200	8.5%
Office Supplies	43,825	42,833	(992)	-2.3%
Office Expense - Other	150,820	129,941	(20,879)	-13.8%
Operating Supplies	56,400	42,250	(14,150)	-25.1%
Transponder Supplies	40,000	35,000	(5,000)	-12.5%
Software Expense	94,850	30,530	(64,320)	-67.8%
Dues and Subscriptions	21,535	21,935	400	1.9%
Books and Publications	1,100	850	(250)	-22.7%
Seminars and Conferences	2,825	2,825	-	0.0%
Staff Training and Education	38,500	34,500	(4,000)	-10.4%
Contingency Project(s)	14,000	14,000	-	0.0%
Total Other:	35,666,094	42,518,109	6,852,015	19.2%
TOTAL	38,051,900	44,811,037	6,759,137	17.8%
CAPITAL EXPENDITURES				
General Equipment	261,750	230,700	(31,050)	-11.9%
Furniture			-	
Vehicle Purchases	-	29,500	29,500	
Software	42,000	109,500		0.0%
Total Capital Expenditures:	303,750	369,700	(1,550)	-0.5%
PROJECTS	686,200	294,000	(392,200)	-57.2%

Toll Operations

Central Florida Expressway Authority
Toll Operations
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Projected Budget Variance %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-110-710-51200	Salaries & Wages	$ 300,600	$ 317,284	$ 317,284	0%	**$ 317,284**	0%	0%
05-110-710-52100	Social Security and Medicare	22,736	23,314	23,314	0%	**23,314**	0%	0%
05-110-710-52210	Retirement Contributions -FRS	34,910	41,189	41,189	0%	**41,189**	0%	0%
05-110-710-52300	Life and Health Insurance	65,717	79,467	79,467	0%	**79,467**	0%	0%
05-110-710-52310	State Assessment	503	845	845	0%	**845**	0%	0%
05-110-710-52400	Workers' Compensation	529	1,195	1,195	0%	**1,195**	0%	0%
	Total Salaries & Benefits:	424,995	463,294	463,294	0%	**463,294**	0%	0%
OTHER								
05-110-710-53110	Consultant Fees	-	50,000	50,000	0%	-	-100%	-100%
05-110-710-54010	Travel	2,037	5,700	5,700	0%	**5,700**	0%	0%
05-110-710-54012	Reimbursed Local Travel	50	200	150	-25%	**200**	33%	0%
05-110-710-54020	Gasoline	895	900	750	-17%	**750**	0%	-17%
05-110-710-54110	Telephone Service	472	500	500	0%	**500**	0%	0%
05-110-710-54200	Printing	-	150	156	4%	**150**	-4%	0%
05-110-710-54430	Leases - Equipment	2,935	-	-		**-**		
05-110-710-54500	Insurance	528	550	511	-7%	**517**	1%	-6%
05-110-710-54610	Repairs & Maint. - Equipment	-	500	250	-50%	**500**	100%	0%
05-110-710-54650	Repairs & Maint. - Vehicles	62	1,000	500	-50%	**750**	50%	-25%
05-110-710-54990	Miscellaneous Expense	-	100	300	200%	**300**	0%	200%
05-110-710-55100	Office Supplies	346	500	1,000	100%	**1,300**	30%	160%
05-110-710-55110	Office Expense - Other	473	1,500	750	-50%	**750**	0%	-50%
05-110-710-55210	Operating Supplies	-	150	75	-50%	-	-100%	-100%
05-110-710-55220	Software Expense	-	150	75	-50%	-	-100%	-100%
05-110-710-55400	Dues & Subscriptions	2,500	2,500	2,500	0%	**2,500**	0%	0%
05-110-710-55420	Seminars & Conferences	1,150	2,075	1,000	-52%	**2,075**	108%	0%
	Total Other:	11,448	66,475	64,217	-3%	**15,992**	-75%	-76%
	TOTAL	436,443	529,769	527,511	0%	**479,286**	-9%	-10%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Toll Operations - 710**

05-110-710-54010	**Travel**	**Account Budget:**	**$5,700**
Miscellaneous travel as needed.			5,700
05-110-710-54012	**Reimbursed Local Travel**	**Account Budget:**	**$200**
Mileage reimbursement for operations staff while in Central Florida.			200
05-110-710-54020	**Gasoline**	**Account Budget:**	**$750**
Gasoline charges for operations staff.			750
05-110-710-54110	**Telephone Service**	**Account Budget:**	**$500**
Cell phone usage for operations staff.			500
05-110-710-54200	**Printing**	**Account Budget:**	**$150**
Miscellaneous printing as needed.			150
05-110-710-54500	**Insurance**	**Account Budget:**	**$517**
Insurance for vehicle.			517
05-110-710-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$500**
Repairs for equipment.			500
05-110-710-54650	**Repairs & Maint. - Vehicles**	**Account Budget:**	**$750**
Repairs for vehicle as needed.			750
05-110-710-54990	**Miscellaneous Expense**	**Account Budget:**	**$300**
Miscellaneous expenses as needed.			300
05-110-710-55100	**Office Supplies**	**Account Budget:**	**$1,300**
Standard office supplies for staff.			1,300
05-110-710-55110	**Office Expense - Other**	**Account Budget:**	**$750**
Expense for furniture < $5,000 per item.			750
05-110-710-55400	**Dues and Subscriptions**	**Account Budget:**	**$2,500**
Miscellaneous dues and subscriptions.			2,500
05-110-710-55420	**Seminars and Conferences**	**Account Budget:**	**$2,075**
Seminars and conferences like the IBTTA.			2,075

Information Technology

Central Florida Expressway Authority
Operations - IT
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-110-720-51200	Salaries & Wages	$ 1,066,492	$ 1,355,800	$ 1,097,462	-19%	**$ 1,292,676**	18%	-5%
05-110-720-52100	Social Security and Medicare	80,158	101,530	82,293	-19%	**96,701**	18%	-5%
05-110-720-52210	Retirement Contributions -FRS	89,910	119,824	99,886	-17%	**115,147**	15%	-4%
05-110-720-52300	Life and Health Insurance	228,218	337,765	250,298	-26%	**317,963**	27%	-6%
05-110-720-52310	State Assessment	2,118	3,589	2,010	-44%	**3,378**	68%	-6%
05-110-720-52400	Workers' Compensation	2,432	4,004	4,004	0%	**3,768**	-6%	-6%
05-110-720-52500	Unemployment Compensation	-		2,475	0%	**-**	-100%	
	Total Salaries & Benefits:	1,469,328	1,922,512	1,538,428	-20%	**1,829,634**	19%	-5%
OTHER								
05-110-720-53410	Contract Personnel	576,435	299,301	427,609	43%	**420,979**	-2%	41%
05-110-720-54010	Travel	-	7,285	2,000	-73%	**2,750**	38%	-62%
05-110-720-54012	Reimbursed Local Travel	60	500	100	-80%	**500**	400%	0%
05-110-720-54020	Gasoline	637	1,200	605	-50%	**1,200**	98%	0%
05-110-720-54110	Telephone Service	89,358	88,800	110,281	24%	**100,800**	-9%	14%
05-110-720-54120	Internet Service	46,491	52,200	45,000	-14%	**52,200**	16%	0%
05-110-720-54500	Insurance	-	-	-		**550**		
05-110-720-54610	Repairs & Maint. - Equipment	112	10,000	2,135	-79%	**10,000**	368%	0%
05-110-720-54620	Repairs & Maint. - Software and Hardware	390,449	462,957	485,055	5%	**529,177**	9%	14%
05-110-720-54622	Maintenance - Toll Collection Software	612,633	650,000	684,665	5%	**690,600**	1%	6%
05-110-720-54650	Repairs & Maint. - Vehicles	-	-	2,083		**500**	-76%	
05-110-720-54990	Miscellaneous Expense	-	1,000	2,162	116%	**1,000**	-54%	0%
05-110-720-55100	Office Supplies	29,493	19,825	10,888	-45%	**17,033**	56%	-14%
05-110-720-55110	Office Expense - Other	148,667	130,820	98,364	-25%	**111,191**	13%	-15%
05-110-720-55220	Software Expense	112,648	94,700	80,354	-15%	**30,530**	-62%	-68%
05-110-720-55400	Dues and Subscriptions	385	835	535	-36%	**835**	56%	0%
05-110-720-55410	Books and Publications	-	1,100	800	-27%	**850**	6%	-23%
05-110-720-55420	Seminars and Conferences	-	750	-	-100%	**750**		0%
05-110-720-55430	Staff Training and Education	14,349	38,500	15,000	-61%	**34,500**	130%	-10%
	Total Other:	2,021,717	1,859,773	1,967,636	6%	**2,005,955**	2%	8%
	Subtotal Salaries, Benefits & Other	3,491,045	3,782,285	3,506,064	-7%	**3,835,589**	9%	1%

Central Florida Expressway Authority
Operations - IT
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
CAPITAL EXPENDITURES								
05-110-720-56400	General Equipment	185,368	261,750	261,869	0%	**230,700**	-12%	-12%
05-110-720-56415	Vehicle Purchases	-	-	-		**29,500**		
05-110-720-56700	Software	33,798	42,000	42,000	0%	**109,500**	161%	161%
	Total Capital Expenditures:	219,166	303,750	303,869	0%	**369,700**	22%	22%
PROJECTS								
05-110-721-58015	Software - Misc. ETC Upgrades FY15-7200398	-	134,000	20,000	-85%	-	-100%	-100%
05-110-721-58016	Building Camera Replacement 7200399	-	100,000	-	-100%	-		-100%
05-110-721-58017	Toll Host Upgrade Project 7200401	-	202,200	81,864	-60%	-	-100%	-100%
05-110-721-58018	IVR Upgrade Project 7200402	-	250,000	160,000	-36%	**160,000**	0%	-36%
05-110-721-58020	Software - Misc. ETC Upgrades FY16-7200403	-	-	-		**134,000**		
	Total Projects	-	686,200	261,864	-62%	**294,000**	12%	-57%
	TOTAL	3,710,211	4,772,235	4,071,797	-15%	**4,499,289**	10%	-6%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Information Technology - 720**

05-110-720-53410 Contract Personnel	**Account Budget:**	**$420,979**
This line item has increased from last fiscal year. Since it was decided to hold off on hiring fulltime CFX staff into vacant IT positions until after implementation of the CCSS, the vacant positions are currently being filled with temporary employees.		299,301
Added additional funds to hire a LAN Administrator to assist with completing some projects that are backlogged.		28,800
Web developer position has been moved from permanent to contractor position.		92,878
05-110-720-54010 Travel	**Account Budget:**	**$2,760**
This line item is used to cover travel expenses. This budget item has decreased from last FY. There is no more anticipated travel related to the CCSS and any travel related to the Toll System Replacement project will be paid for out of the project budget. amount is in support of travel for attending TEAMFL and IBTTA as well as allowing staff to attend specialized training classes in Florida but not offered locally.		2,760
05-110-720-54012 Reimbursed Local Travel	**Account Budget:**	**$500**
This line item covers local mileage. This budget amount remains the same from last FY.		500
05-110-720-54020 Gasoline	**Account Budget:**	**$1,200**
This budget line is used to purchase fuel for the IT cargo van as well as vehicles used in system testing. This budget amount remains the same from last FY.		1,200
05-110-720-54110 Telephone Service	**Account Budget:**	**$100,800**
This line item covers all telephone service for HQ. It also includes circuits to interoperability partners and vendors. Also all IT cell phones are covered under this line item. This line item has increased to reflect actuals. We have upgraded our frame relay circuits to switched ethernet circuits because frame relay circuits are being obsoleted.		100,800
05-110-720-54120 Internet Service	**Account Budget:**	**$52,200**
This line item pays for all internet connectivity. This budget amount remains the same from last FY.		52,200
05-110-720-54500 Insurance	**Account Budget:**	**$550**
This budget item is used to pay for the insurance on the new IT vehicle budgeted.		550
05-110-720-54610 Repairs & Maint. - Equipment	**Account Budget:**	**$10,000**
This line item pays for any computer equipment repairs not covered under warranty. This includes printers, the host, backup host and plaza computers that are no longer under warranty. This budget amount remains the same from last FY.		10,000
05-110-720-54620 Repairs & Maint. - Software and Hardware	**Account Budget:**	**$529,177**
This budget item covers software and hardware maintenance and support contracts. It has increased from last fiscal year due to initial warranties expiring, Oracle licenses going into extended support and new network switches going under warranty.		48,638
Firewall related support		33,500
Switch/router support		28,075
PCI related support		54,180
Oracle support		109,605
Toll Host and plaza related support		17,175
Extended warranties on hardware		42,500
Phone and IVR systems support		106,050
Miscellaneous software support		68,551
Security system spport		11,000
UPS maintenance contract		6,800
Remote Assistance for RSA appliance upgrade/migration		3,103

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Information Technology - 720**

05-110-720-54622 Maintenance - Toll Collection Software	**Account Budget:**	**$690,600**
This budget amount is used for toll collection system software maintenance. This budget amount has increased to reflect actuals.We have received approval for the renewal of the agreement that reflects this increase.		690,600
05-110-720-54650 Repairs & Maint. - Vehicles	**Account Budget:**	**$500**
This item is used to pay for any repairs and maintenance as needed.		500
05-110-720-54990 Miscellaneous Expense	**Account Budget:**	**$1,000**
This budget item is used to cover any item not covered under any other category. This budget amount remains the same from last FY.		1,000
05-110-720-55100 Office Supplies	**Account Budget:**	**$17,033**
This is the line item is used for general office supplies including paper and toner cartridges.		6,395
Backup tapes - we are purchasing fewer this year which reduced the overall line item budget.		8,838
Building Security items including prox cards and printer ribbons.		1,800
05-110-720-55110 Office Expense - Other	**Account Budget:**	**$111,191**
This item covers office items including computer hardware < $5,000. This line item is reduced from last FY. The desktops were replaced at the call center and service centers last fiscal year which was a one time cost.		21,348
Desktops, Laptops, printers, scanners, monitors, etc. - replacement and spares.		13,868
Spare parts <$5,000 budget for all host and plaza machines. The warranties have expired on them, so we will now be responsible for buying parts and making repairs, replacing failed drives, etc.		20,000
Network equipment		10,950
PCI related equipment for CSC		45,025
05-110-720-55220 Software Expense	**Account Budget:**	**$30,530**
This item covers software expenses < $5,000. This line item is reduced significantly from the last FY. In the previous FY there was some single time software purchases as well as an upgrade to the MS Office Suite.		10,700
Upgrade desktop software		9,850
Software for new servers.		9,980
05-110-720-55400 Dues and Subscriptions	**Account Budget:**	**$835**
This line item is used to pay for dues and subscriptions.		0
Subscription to post office zipcode database needed for the CSC. This line item remains the same.		400
Dues for IT staff to belong to professional organizations.		435
05-110-720-55410 Books and Publications	**Account Budget:**	**$850**
This line item is used to pay for technical books and publications. This budget amount is reduced from last FY.		850
05-110-720-55420 Seminars and Conferences	**Account Budget:**	**$750**
This line item is used to attend an IBTTA meeting. This budget amount remains the same from last FY.		750
05-110-720-55430 Staff Training and Education	**Account Budget:**	**$34,500**
This line item will cover IT employees for training. This budget amount is slightly reduced from last FY. Training certificates were purchased at a discount last FY and some of them remain, allowing this line item to be reduced slightly.		34,500

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Information Technology - 720**

05-110-720-56400 General Equipment	**Account Budget:**	**$230,700**
This line item is for hardware purchases valued at >= $5,000. It has decreased from last FY because less servers are being purchased this FY.		17,200
Bypass switches		9,000
Purchase a new tape backup unit - for backup site.		23,500
Spare parts >= $5,000 for all host and plaza machines. The warranties have expired, so we are responsible for buying parts and making repairs.		7,000
Purchase servers - replace obsolete and add where necessary		50,000
Upgrade firewalls.		100,000
Add additional drive capacity to current systems.		14,000
Replace capacitors in the UPS until at headquarters		10,000
05-110-720-56415 Vehicle Purchases	**Account Budget:**	**$29,500**
This line item is new. The current IT van is a 2004 Chevy Astro Van. It has begun to cost a significant amount of money for repairs. We are proposing it be replaced with a minivan with seats that fold down so it can be a mutipurpose vehicle to move people as well as equipment.		29,500
05-110-720-56700 Software	**Account Budget:**	**$109,500**
This line item is used to purchase software valued at >= $5,000. It has increased since last FY due to the 2 software upgrade projects required that are related to the phone system (see below).		7,500
PBX software upgrade		65,000
CCE software upgrade		27,000
Password vault manager		10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Information Technology Projects - 721**

05-110-721-58016	**Building Camera Replacement Project**	**Account Budget:**	**$0**
This project took a different path in FY2015 and was not completed with funds from this budget line item.			0
05-110-721-58018	**IVR Upgrade Project**	**Account Budget:**	**$160,000**
This project was budgeted for in the previous fiscal year due to the delay in the CCSS. This additional amount of money will cover backup IVR hardware that is needed.			160,000
05-110-721-58020	**Software - Misc. ETC Upgrades FY16**	**Account Budget:**	**$134,000**
This line item is used for miscellaneous electronic toll collection upgrades. This includes the ARCS, TRIMS and Websites software upgrades needed throught the fiscal year.			134,000

E-PASS

Central Florida Expressway Authority
Operations - E-Pass Service Center
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
OTHER								
05-110-740-49001	Cost Of Transponders Sold - Sticker	$ 880,595	$ 800,104	$ 845,721	6%	**$ 845,721**	0%	6%
05-110-740-49002	Cost Of Transponders Sold - Hardcase	32,374	6,484	8,339	29%	**8,339**	0%	29%
05-110-740-49003	Cost Of Transponders Sold - Bumper	32,776	15,786	24,721	57%	**24,721**	0%	57%
05-110-740-53010	Interoperability Transaction Fee	-	-	-		**3,747,932**		
05-110-740-53410	Contract Personnel	2,276,638	2,337,000	2,200,000	-6%	**2,600,000**	18%	11%
05-110-740-54110	Telephone Service	88,947	100,000	163,426	63%	**156,200**	-4%	56%
05-110-740-54130	Postage and Delivery	296,938	362,650	317,250	-13%	**338,000**	7%	-7%
05-110-740-54200	Printing	10,118	3,500	2,000	-43%	**3,500**	75%	0%
05-110-740-54212	Service Center Printing and Mailing	72,224	75,000	80,500	7%	**86,135**	7%	15%
05-110-740-54300	Utilities	56,330	60,000	58,000	-3%	**60,000**	3%	0%
05-110-740-54410	Lease - Buildings	117,487	119,400	121,765	2%	**126,400**	4%	6%
05-110-740-54430	Lease - Equipment	11,096	10,500	12,000	14%	**13,000**	8%	24%
05-110-740-54440	Records Management	1,048	1,100	1,040	-5%	**1,100**	6%	0%
05-110-740-54610	Repairs & Maint. - Equipment	1,291	1,500	750	-50%	**1,300**	73%	-13%
05-110-740-54620	Repairs & Maint. - Software and Hardware	3,564	4,000	3,564	-11%	**3,600**	1%	-10%
05-110-740-54630	Facilities Maintenance	57,076	59,000	57,076	-3%	**59,000**	3%	0%
05-110-740-54640	Repairs and Maint. - Toll Equipment	-	3,000	1,500	-50%	**1,500**	0%	-50%
05-110-740-54641	Repairs and Maint. - Toll Equipment Parts	-	500	250	-50%	**500**	100%	0%
05-110-740-54920	Bank Fees	16,621	18,000	7,700	-57%	**10,000**	30%	-44%
05-110-740-54925	Credit Card Fees	4,638,883	4,556,418	4,777,812	5%	**4,921,146**	3%	8%
05-110-740-54930	Security	7,865	8,261	8,261	0%	**8,757**	6%	6%
05-110-740-54990	Miscellaneous Expense	934	1,000	500	-50%	**1,000**	100%	0%
05-110-740-55100	Office Supplies	15,177	21,000	15,000	-29%	**20,000**	33%	-5%
05-110-740-55110	Office Expense - Other	3,628	8,000	4,000	-50%	**8,000**	100%	0%
05-110-740-55215	Transponder Supplies	17,656	40,000	35,000	-13%	**35,000**	0%	-13%
	Total:	8,639,266	8,612,203	8,746,175	2%	**13,080,851**	50%	52%
OFFSETTING REVENUES								
05-100-000-32001	Transponder Sales - Sticker	(37,959)	(34,800)	(41,836)	20%	**(42,254)**	1%	21%
05-100-000-32002	Transponder Sales - Hardcase	(26,400)	-	(25)		**-**	-100%	
05-100-000-32003	Transponder Sales - Bumper	(11,650)	(8,400)	(22,025)	162%	**(22,800)**	4%	171%
05-100-000-33120	Misc. Rev. - E-PASS Statements	(125,134)	(117,744)	(117,000)	-1%	**(110,000)**	-6%	-7%
05-100-000-33130	Interoperability Transaction Fee	-	-	-		**(721,298)**		
	Total Revenue	(201,143)	(160,944)	(180,886)	12%	**(896,352)**	396%	457%
	NET TOTAL COST TO CFX	8,438,123	8,451,259	8,565,289	1%	**12,184,499**		

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: E-PASS Service Center - 740**

05-110-740-49001 Cost of Transponders Sold - Sticker **Account Budget:** **$845,721**

Annual distribution rate of 106,380 for FY15 year-end estimate; purchased by the Authority at $7.95 each. No change to distribution rate or growth due to potential transponder swap out project and CCSS - E-PASS accounts transitioning to Sun Pass. 845,721

05-110-740-49002 Cost of Transponders Sold - Hardcase **Account Budget:** **$8,339**

The year-end estimate Cost of Transponder Sold for FY 15 at an annual distribution rate of 382 hard case Portable II transponders purchased by the Authority at $21.83 a piece. No change to budget amount due to the discontinuation of purchasing the hard case transponders, potential transponder swap out project and CCSS - E-PASS accounts transitioning to Sun Pass. 8,339

05-110-740-49003 Cost of Transponders Sold - Bumper **Account Budget:** **$24,721**

The overall Cost of Transponder Sold is estimated at an annual distribution rate of 996 bumper hard case transponders purchased by the Authority at $24.82 apiece. Based on the cost anticipate customers will opt for a free sticker tags. Year-end estimate includes write-off of defective and no sale transponders. No growth anticipated due to the free mini sticker option, potential transponder swap out project and CCSS - E-PASS accounts transitioning to Sun Pass. 24,721

05-110-740-53010 Interoperability Transaction Fee **Account Budget:** **$3,747,932**

Interoperability Transaction Fee paid to the Florida Turnpike Enterprise. 3,747,932

05-110-740-53410 Contract Personnel **Account Budget:** **$2,600,000**

Proposed Budget is based on contract going out to bid and being in effect for FY16. Estimate an 11.25 % increase for the Personnel Services primarily to bring starting pay rate for CSRs to an acceptable industry standard of $11.00. Budgeted amount may be under/over due to new bill rates. Supplement to contract will be requested if additional staff is required. VES personnel bill rates are excluded from proposed budget amount and allocated to VES budget. 2,600,000

05-110-740-54110 Telephone Service **Account Budget:** **$156,200**

Recurring charges associated with the call center T-1 connection, long distance calls to customers and other related telephone expenses. Increase on bandwidth for Service Centers under consideration with an estimated cost of 500-1,000 per month; reflected in budget. YE estimate includes 20k from FY14 paid in FY15. 156,200

05-110-740-54130 Postage and Delivery **Account Budget:** **$338,000**

Postage based on trending for first class mail for transponders, E-PASS letters and monthly statements mailed to E-PASS customers by E-PASS and outside vendor. Also factored are postage meter refills and other costs associated with mailing of transponders and misc. correspondence to E-PASS customers from the CSC. VES (UTN/UTC) postage is allocated to department's respective line item. Next Day Delivery - Batteries $ 100 E-PASS P.O. $ 2,000 Misc. & Postage Supplies-Ink /Tape $ 700 Postage Meter Refills - $4,600 Monthly $ 55,200 Postage - E-PASS Statements/Letters $ 280,000 Total $ 338,000 338,000

05-110-740-54200 Printing **Account Budget:** **$3,500**

E-PASS print material required: comment cards, letterhead, envelopes E-PASS bags. 3,500

05-110-740-54212 Service Center Printing and Mailing **Account Budget:** **$86,135**

New contract beginning July 1, 2015 - rates unknown. Budget is estimated and based on current trending. 7% increase of FY15 YE Est. factored for new contract. E-PASS customer base requesting physical statements monthly continues to decrease due to web access and statements sent via email. VES UTC/UTN printing allocated to the respective department's printing line item. Budget item does not take into consideration net expense that will be offset by revenue collected from statement fees. Supplemental will be requested if estimated costs exceeds proposed budget. 86,135

05-110-740-54300 Utilities **Account Budget:** **$60,000**

Utilities estimated based on recurring services pertaining to waste management, water and electricity for the Operations Center, East and West Service Centers. 60,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: E-PASS Service Center - 740**

05-110-740-54410 Leases - Buildings **Account Budget:** **$126,400**

Building lease cost for the East and West Service Centers. East location new three year lease extension being exercised through May 31, 2018. Year three of five year renewals for west location; expiring March 28, 2018. East Service Center $ 53,400 West Service Center $ 73,000 126,400

05-110-740-54430 Leases - Equipment **Account Budget:** **$13,000**

Equipment lease based on CSC copiers and postage mailing system. Cost based on new lease amounts for three copiers required at the Service Centers and Operation Center plus copies produced. Equipment lease cost is higher for two year term than previous vendor. VES copier allocated to respective line item. Five Year Mailing System Lease - Effective 10/1/12 New Copier Lease for Service Centers - Expire 5/1/2016 Postage Meter & Mailing System $ 4,000 East, West and Ops Center Copiers $ 9,000 13,000

05-110-740-54440 Records Management **Account Budget:** **$1,100**

Cost based on frequency of pickup per location for secure destruction of E-PASS documents at the east, west service centers and ops center. 1,100

05-110-740-54610 Repairs & Maint. - Equipment **Account Budget:** **$1,300**

R&M estimated cost for CSC general office equipment which includes AED service maintenance agreement. 1,300

05-110-740-54620 Repairs & Maint. - Software and Hardware **Account Budget:** **$3,600**

R&M estimated cost for CSC general office equipment i.e. service center cameras, digital video recorder and service center phone maintenance. (Avaya Phone Maintenance allocation 3,600.00) 3,600

05-110-740-54630 Facilities Maintenance **Account Budget:** **$59,000**

Facilities Maintenance contract portion based on new contract pricing which cover only the service centers and includes a 3% annual escalation. Operations/Call Center is under a General Maintenance contract is based on work orders which a portion of cost is allocated. 59,000

05-110-740-54640 Repairs and Maint. - Toll Equipment **Account Budget:** **$1,500**

Expense related to the Service Centers electronic toll collection system hardware maintenance contract. 1,500

05-110-740-54641 Repairs and Maint. - Toll Equipment Part **Account Budget:** **$500**

Expense related to the Service Centers electronic test lane R&M hardware parts required. 500

05-110-740-54920 Bank Fees **Account Budget:** **$10,000**

Based on current ACH rate fee structure and experience trending cost is approx. $642 monthly; fees based on new contract commencement - 2014. 10,000

05-110-740-54925 Credit Card Fees **Account Budget:** **$4,921,146**

Based on current trending and it is conservatively estimated there will be 3% increase of transactions fee associated with customer accounts using credit cards. New rates became effective July 2014. 2015 Estimated Expense $ 4,777,812 Expected growth for 2015 3% increase over prior year 2015 Estimated Expense $4,777,812 *3 % increase = $4,921,146 Estimated 2016 Budget 4,921,146

05-110-740-54930 Security **Account Budget:** **$8,757**

Security and Fire alarm services required for service centers and operation center with a 6% increase factored. 8,757

05-110-740-54990 Miscellaneous Expense **Account Budget:** **$1,000**

Based on past two year's expense on misc. expenses associated to CSC. 1,000

05-110-740-55100 Office Supplies **Account Budget:** **$20,000**

Current trending for general E-PASS office supplies including mailing labels, copy paper and printer toner. 20,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: E-PASS Service Center - 740**

05-110-740-55110 Office Expense - Other **Account Budget:** **$8,000**

Estimate to purchase and or replace miscellaneous office items required for the operation of the CSC such as chairs, reader programmers, credit card swipe device, etc. General Equipment and Furniture line items amounts were reclassified and consolidated with Office Expense line item. Furniture $ 4,000 Equipment $ 4,000 — 8,000

05-110-740-55215 Transponder Supplies **Account Budget:** **$35,000**

Cost associated to with transponders requiring misc. supplies consisting of batteries, tools, double sided tape, bubble mailers, radio frequency bags. — 35,000

Public Outreach/ Education

Central Florida Expressway Authority
Operations - Public Outreach/Education
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
PUBLIC OUTREACH/EDUCATION EXPENSES								
05-110-745-53100	Professional Services	$ -	$ 100,250	$ 130,000	-30%	**$ 120,000**	-8%	20%
05-110-745-53110	Consultant Fees	**145,349**	-	-		-		
05-110-745-53115	Consultant Fees - Surveys	150	-	-		-		
05-110-745-54130	Postage and Delivery	-	10,000	-	100%	-		-100%
05-110-745-54200	Printing	10,160	30,000	25,000	17%	**25,000**	0%	-17%
05-110-745-54822	Advertising - Sponsorships	13,700	25,000	25,000	0%	**25,000**	0%	0%
05-110-745-54825	Advertising	292,931	318,040	318,000	0%	**662,000**	108%	108%
05-110-745-54830	Newsletter	936	6,000	2,500	58%	**3,000**	20%	-50%
05-110-745-54840	Graphic Production Services	9,163	30,000	30,000	0%	**30,000**	0%	0%
05-110-745-54850	Promotional Items	3,782	3,000	4,501	-50%	**3,000**	-33%	0%
	TOTAL EXPENSES	476,171	522,290	535,001	-2%	**868,000**	62%	66%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Public Outreach/Education - 745**

05-110-745-53100	**Professional Services**	**Account Budget:**	**$120,000**
Anticipated costs associated for consultants for marketing, public relations and website projects where expertise or professional services may be required. Also this amount would support research projects and/or customer opinion survey in Central Florida Region including Polk, Volusia, Seminole, Osceola, Orange and Lake Counties.			120,000
05-110-745-54200	**Printing**	**Account Budget:**	**$25,000**
Projected budget would allow for printing of various agency public information materials.			25,000
05-110-745-54822	**Advertising - Sponsorships**	**Account Budget:**	**$25,000**
Budget for sponsorships promoting the agency and/or community awareness campaigns.			25,000
05-110-745-54825	**Advertising**	**Account Budget:**	**$662,000**
This amount would support various advertising and public awareness campaigns for such items as centralized customer service system, safety and community awareness campaigns and I-4 commuter relief programs for E-PASS in Central Florida Region including Polk, Volusia, Seminole, Osceola, Orange and Lake Counties.			662,000
05-110-745-54830	**Newsletter**	**Account Budget:**	**$3,000**
To be used for Newsletter to customers and stakeholders.			3,000
05-110-745-54840	**Graphic Production Services**	**Account Budget:**	**$30,000**
This amount supports the production of general graphic materials including flyers and promotional materials as well as regular collateral activities.			30,000
05-110-745-54850	**Promotional Items**	**Account Budget:**	**$3,000**
Give-away items used to promote and brand the agency and its services.			3,000

Violation Enforcement

Central Florida Expressway Authority
Operations - Violation Enforcement System
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Projected Budget Variance %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
OTHER								
05-110-750-53410	Contract Personnel	$ 1,319,348	$ 1,945,633	$ 1,900,000	-2%	**$ 2,250,000**	18%	16%
05-110-750-54110	Telephone Service	14,046	25,000	18,500	-26%	**20,000**	8%	-20%
05-110-750-54130	Postage and Delivery	478,406	475,000	550,000	16%	**600,000**	9%	26%
05-110-750-54200	Printing	197,780	180,500	250,000	39%	**266,500**	7%	48%
05-110-750-54430	Leases - Equipment	3,455	2,500	4,000	60%	**4,500**	13%	80%
05-110-750-54440	Records Management	832	800	800	0%	**800**	0%	0%
05-110-750-54610	Repairs & Maint. - Equipment	-	600	300	-50%	**600**	100%	0%
05-110-750-54920	Bank Fees	4,493	4,515	2,500	-45%	**2,500**	0%	-45%
05-110-750-54925	Credit Card Fees	163,913	157,500	192,000	22%	**235,000**	22%	49%
05-110-750-54990	Miscellaneous Expense	-	250	125	-50%	**250**	100%	0%
05-110-750-55100	Office Supplies	663	2,500	4,000	60%	**4,500**	13%	80%
05-110-750-55110	Office Expense - Other	1,684	3,000	1,500	-50%	**3,000**	100%	0%
05-110-750-55210	Operating Supplies	-	250	125	-50%	**250**	100%	0%
05-110-750-55400	Dues and Subscriptions	18,079	18,200	18,185	0%	**18,600**	2%	2%
	TOTAL ALL EXPENSES	2,202,699	2,816,248	2,942,035	4%	**3,406,500**	16%	21%
OFFSETTING REVENUES								
05-100-000-33200	Misc. Rev. - VES Admin. Fee	(1,111,701)	(960,000)	(960,000)	0%	**(960,000)**	0%	0%
05-100-000-33210	Misc. Rev. - UTC Fee	(148,846)	(150,000)	(170,000)	13%	**(185,000)**	9%	23%
05-100-000-33250	UTN Transaction Fee	(923,258)	(900,000)	(1,070,000)	19%	**(1,200,000)**	12%	33%
05-100-000-33270	UTN Document Fee	(2,155,975)	(2,070,000)	(2,400,000)	16%	**(2,688,000)**	12%	30%
	Total Revenue	(4,339,780)	(4,080,000)	(4,600,000)	13%	**(5,033,000)**	9%	23%
	NET COST TO CFX	(2,137,081)	(1,263,752)	(1,657,965)	31%	**(1,626,500)**		

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Violation Enforcement - 750**

05-110-750-53410 Contract Personnel **Account Budget:** **$2,250,000**

Proposed Budget is based on year seven bill rates for the Personnel Services Contract effective August 1, 2015. Proposed budget based on 3.5% increase in contract and additional Image Review staffing. Additional staffing will be needed based on seeing a 22% increase of incoming images from CY13 to CY14 and an anticipated 24% increase in CY15. Proposed budget does not factor vacancies or absentee rate from the overall expected hours worked. Supplement to contract will be requested if additional staff is needed. Proposed Budget is based on contract going out to bid and being in effect for FY16. Increase for the Personnel Services primarily to bring starting pay rate for CSRs and IRCs to an acceptable industry standard. Proposed budget factors a 5% vacancy/absentee rate from the overall expected hours worked. 2,250,000

05-110-750-54110 Telephone Service **Account Budget:** **$20,000**

Cost for VES telephone line and Nextel Two-Way Radio utilized by VES to communicate with law enforcement. 20,000

05-110-750-54130 Postage and Delivery **Account Budget:** **$600,000**

Postage allocated for mailing VES citations, unpaid toll notices and final notices. Other costs based on related item listed. Increase of 9% from YE estimate based on anticipated new postage rates for 2016 and anticipated increase in issuance of in-state and out of state UTNs and UTCs. Other factor is that we saw an increase of 36% in VES overall printing from CY 13 to CY 14. Post Office Box Fee 600,000

$ 500	UTN/UTC Postage	$ 589,500	VES In House Postage $ 10,000
Total	$ 600,000		

05-110-750-54200 Printing **Account Budget:** **$266,500**

New contract will go into effect July 1, 2015 for Printing and Mailing Services for Unpaid Toll Notices (UTNs), Final Notices and Uniform Traffic Citations (UTCs). CY 2014 monthly averages: 78,246 UTN, 31,399 Final Notices and 2,239 UTC which is approximately 36% increase from CY 2013. Also included on this line item is the cost of mailing print stock. Budget based on FY14 trending, anticipated increase in mailings of UTNs and UTCs and increase of costs with new vendor contract. VES Envelopes 266,500

$ 500	Printing	$ 266,000	Total $ 266,500

05-110-750-54430 Leases - Equipment **Account Budget:** **$4,500**

Budget based on new lease amount for VES copier plus copies. Lease pricing effective 4/23/14. Base rate of $407.48/month plus $.0039 per copy. 4,500

05-110-750-54440 Records Management **Account Budget:** **$800**

Cost based on frequency of pickup for secure destruction of VES related documents. 800

05-110-750-54610 Repairs & Maint. - Equipment **Account Budget:** **$600**

R&M for unanticipated equipment needs. 600

05-110-750-54920 Bank Fees **Account Budget:** **$2,500**

Fees paid to accept UTN and UTC payments via ACH through the website. 2,500

05-110-750-54925 Credit Card Fees **Account Budget:** **$235,000**

Fees based on current trending transaction volume to process UTNs and UTCs via the Authority's website and call center. 235,000

05-110-750-54990 Miscellaneous Expense **Account Budget:** **$250**

Allocation associated to unanticipated misc. expenses. 250

05-110-750-55100 Office Supplies **Account Budget:** **$4,500**

General office supplies, copy paper and printer toner. 4,500

05-110-750-55110 Office Expense - Other **Account Budget:** **$3,000**

Cost to replace furniture/equipment and purchase misc. item(s). General Equipment and Furniture line items amounts were reclassified and consolidated with Office Expense line item. 3,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Violation Enforcement - 750**

05-110-750-55210	**Operating Supplies**	**Account Budget:**	**$250**
Misc. items as needed for VES operations.			250
05-110-750-55400	**Dues and Subscriptions**	**Account Budget:**	**$18,600**
Cost for obtaining registered vehicle owner data through an online service (West Technologies) required for Violation Enforcement processing. West Tech. - Fixed Fee $1,515.40 (not to increase more than 2%)			18,600

Plazas

Central Florida Expressway Authority
Toll Facilities Summary

General Category	2014 Year-end Actual	2015 Final Budget	Projected Year-end Actual	Proj Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
Administrative	$ 2,424,559	$ 2,463,168	$ 2,463,168	0%	**$ 2,537,035**	3%	3%
Toll Collection	9,953,762	10,650,203	10,150,203	-5%	**12,066,313**	19%	13%
Toll Equipment Maintenance	2,811,992	2,940,166	2,870,211	-2%	**2,986,352**	4%	2%
Other	5,085,684	5,735,568	5,451,983	-5%	**5,551,111**	2%	-3%
Total Before FDOT Participation	20,275,997	21,789,105	20,935,565	-4%	**23,140,811**	11%	6%
FDOT Participation	(5,617,540)	(5,779,350)	(5,540,411)	-4%	**(5,791,493)**	5%	0%
Grand Total	14,658,457	16,009,755	15,395,154	-4%	**17,349,318**	13%	8%

Central Florida Expressway Authority
Toll Facilities Detail

	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
Contractor - FTS							
Administrative							
05-110-XXX-53430 Toll Collection Mngt Fees	$ 284,481	$ 284,491	$ 284,491	0%	**$ 293,019**	3%	3%
05-110-XXX-53432 Administration Salaries	1,445,099	1,483,668	1,483,668	0%	**1,528,169**	3%	3%
05-110-XXX-53434 Office Expenses	450,445	449,069	449,069	0%	**462,534**	3%	3%
05-110-XXX-53436 Insurance and Bond	244,534	245,940	245,940	0%	**253,313**	3%	3%
Total	2,424,559	2,463,168	2,463,168	0%	**2,537,035**	3%	3%
Toll Collection							
05-110-XXX-53420 Salaries/Wages	9,417,396	10,112,943	9,612,943	-5%	**11,512,943**	20%	14%
05-110-XXX-53422 Other Direct Expenses	536,366	537,260	537,260	0%	**553,370**	3%	3%
Total	9,953,762	10,650,203	10,150,203	-5%	**12,066,313**	19%	13%
Contractor - Transcore							
Toll Equipment Maintenance							
05-110-XXX-54640 R&M-Toll Equipment	2,175,371	2,155,625	2,155,670	0%	**2,254,401**	5%	5%
05-110-XXX-54641 R&M - Toll Equip Parts	292,894	420,000	350,000	-17%	**350,000**	0%	-17%
05-110-XXX-54642 R&M - VES Equipment	343,727	364,541	364,541	0%	**381,951**	5%	5%
Total	2,811,992	2,940,166	2,870,211	-2%	**2,986,352**	4%	2%
Other Operating Expenses							
05-110-XXX-53460 Janitorial	425,614	425,614	425,614	0%	**438,382**	3%	3%
05-110-XXX-54110 Telephone Service	159,388	174,000	238,000	37%	**252,000**	6%	45%
05-110-XXX-54300 Utilities	1,871,574	1,972,000	1,930,000	-2%	**1,970,000**	2%	0%
05-110-XXX-54500 Insurance	573,565	590,758	584,202	-1%	**591,805**	1%	0%
05-110-XXX-54610 R& M - Equipment	17,495	24,500	23,500	-4%	**15,000**	-36%	-39%
05-110-XXX-54620 R&M Software & Hardware	65,677	151,000	81,000	-46%	**90,000**	11%	-40%
05-110-XXX-54630 Facilities Maintenance	979,873	960,917	960,917	0%	**960,924**	0%	0%
05-110-XXX-54920 Bank Fees	985,323	1,359,279	1,170,000	-14%	**1,170,000**	0%	-14%
05-110-XXX-55110 Office Expense Other	560	7,500	3,750	-50%	**7,000**	87%	-7%
05-110-XXX-55210 Operating Supplies	1,925	56,000	28,000	-50%	**42,000**	50%	-25%
05-110-XXX-55700 Contingency	4,690	14,000	7,000	-50%	**14,000**	100%	0%
Total	5,085,684	5,735,568	5,451,983	-5%	**5,551,111**	2%	-3%
Total Before FDOT Participation	20,275,997	21,789,105	20,935,565	-4%	**23,140,811**	11%	6%
FDOT Participation	(5,617,540)	(5,779,350)	(5,540,411)	-4%	**(5,791,493)**	5%	0%
Grand Total	14,658,457	16,009,755	15,395,154	-4%	**17,349,318**	13%	8%

Central Florida Expressway Authority
Toll Facilities Operations FY 2016 Budget

	914 Dean	915 Conway Main	916 Pine Hills	917 Nuwisance	923 John Young	924 Boggy Creek	925 Curry Ford	926 University	934 Independence	935 Forest Lake	943 Dallas	944 Seachline	945 Airport	954 Coral Hills	FY 2016 FINAL BUDGET	FY 2015 FINAL BUDGET	CHANGE	%
Contractor - FTS																		
Administrative																		
53430 Toll Collection Management Fees	$ 18,053	$ 31,584	$ 20,266	$ 16,046	$ 21,097	$ 20,801	$ 17,858	$ 17,390	$ 17,412	$ 17,890	$ 21,559	$ 20,495	$ 31,020	$ 19,748	$ 293,019	$ 284,491	$ 8,528	3%
53432 Administration Salaries	92,276	185,363	103,572	92,227	107,859	105,269	91,314	95,287	89,024	91,496	110,235	104,710	158,661	100,866	1,529,183	1,483,858	44,501	3%
53434 Office Expenses	28,498	48,640	31,989	28,480	33,301	32,519	28,189	29,666	27,484	29,240	34,032	32,352	48,996	31,172	462,534	449,069	13,465	3%
53436 Insurance and Bond	15,441	27,305	17,419	13,505	15,207	17,809	15,247	15,618	15,052	15,405	18,637	17,718	26,817	17,072	253,313	245,940	7,373	3%
Total	154,268	292,892	173,246	154,264	180,434	176,198	152,608	156,941	148,972	153,092	184,463	175,275	265,494	168,858	2,537,055	2,463,166	73,867	3%
Toll Collection																		
53420 Salaries/Wages	745,000	1,212,000	776,000	717,000	860,000	797,000	720,000	710,943	720,000	707,000	819,000	791,000	1,205,000	733,000	11,512,943	10,112,943	1,400,000	14%
53422 Other Direct Expenses	25,377	56,236	44,155	20,081	35,340	53,560	30,785	24,774	30,158	30,158	24,238	54,071	49,971	74,456	552,370	537,260	15,110	3%
Total	770,377	1,268,236	820,155	737,081	895,340	850,560	750,785	735,717	750,158	737,158	843,238	845,071	1,254,971	807,456	12,065,313	10,650,203	1,415,110	13%
Connector - Transcore																		
Toll Equipment Maintenance																		
54640 Repairs & Maintenance - Toll Equip	146,450	221,531	201,290	146,450	174,193	255,839	164,037	165,282	162,122	152,122	118,305	102,065	81,927	152,768	2,254,401	2,155,625	98,776	5%
54641 Repairs & Maint. - Toll Equip Parts	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	350,000	420,000	(70,000)	-17%
54642 Repairs & Maint. - VES Equipment	26,615	30,221	29,183	26,763	28,146	32,572	26,763	26,763	27,454	27,454	26,071	29,379	22,476	26,071	381,951	364,541	17,410	5%
Total	198,065	276,752	255,473	198,213	227,339	313,411	215,800	217,045	214,576	214,576	169,376	156,464	129,403	203,839	2,986,352	2,940,166	46,186	2%
Other Operating Expenses																		
53450 Janitorial	31,313	31,313	31,313	31,313	31,313	31,313	31,313	31,313	31,313	31,313	31,313	31,313	31,313	31,313	438,382	425,614	12,768	3%
54110 Telephone Service	17,000	33,000	27,000	21,000	22,000	17,000	20,000	18,000	26,000	10,000	12,000	13,000	8,000	8,000	252,000	174,000	78,000	45%
54300 Utilities	115,000	225,000	180,000	140,000	115,000	195,000	110,000	120,000	150,000	215,000	70,000	140,000	70,000	125,000	1,970,000	1,972,000	(2,000)	0%
54500 Insurance	55,091	75,470	62,645	54,777	36,525	39,010	32,577	33,236	37,828	40,780	13,622	17,328	24,064	66,752	591,695	590,756	1,047	0%
54610 Repairs & Maint. Equipment	2,264	1,132	566	1,132	1,132	1,132	1,132	1,132	566	566	849	1,132	1,132	1,133	15,000	24,500	(9,500)	-39%
54620 Repairs&Maint Soft & Hardware	6,000	11,000	8,000	5,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	90,000	151,000	(61,000)	-40%
54630 Facilities Maintenance	61,961	91,766	85,908	55,201	75,242	83,212	56,022	63,054	62,466	73,836	53,912	59,772	55,984	73,484	960,924	960,917	7	0%
54920 Bank Fees	79,902	188,341	102,732	76,478	91,317	83,327	66,205	69,629	61,639	65,063	61,539	66,205	99,308	58,215	1,170,000	1,359,279	(189,279)	-14%
55110 Office Expense Other	500	500	500	500	500	500	500	500	500	500	500	500	500	500	7,000	7,500	(500)	-7%
55210 Operating Supplies	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	42,000	56,000	(14,000)	-25%
55700 Contingency	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	14,000	14,000	-	0%
Total	372,131	661,524	502,664	389,401	383,129	460,494	327,749	346,864	350,314	447,038	253,835	339,250	310,321	375,397	5,551,111	5,735,568	(184,457)	-3%
Total	1,494,861	2,499,404	1,751,548	1,478,959	1,686,302	1,800,663	1,446,942	1,456,567	1,484,020	1,551,864	1,450,912	1,512,060	1,960,189	1,556,550	23,140,811	21,789,105	1,351,706	6%
Participation		(2,423,934)	(1,686,903)										(1,878,856)					
Total FDOT	(5,791,493)																	

NOTE: FDOT Participation is the grand total of the plaza less insurance.

Central Florida Expressway Authority
Toll Facilities Operations FY 2015 Budget

	914 Dean	915 Conway Main	916 Pine Hills	917 Wekiva	923 John Young	924 Boggy Creek	925 Curry Ford	926 University	934 Independence	935 Forest Lake	943 Dallas	944 Seminole	945 Airport	954 Coral Hills	FY 2015 FINAL BUDGET	FY 2014 FINAL BUDGET	CHANGE	%
Contractor - FTE																		
Administrative																		
53430 Toll Collection Management Fees	$ 17,526	$ 30,865	$ 19,676	$ 17,521	$ 20,483	$ 20,001	$ 17,338	$ 16,984	$ 16,985	$ 17,369	$ 20,932	$ 19,899	$ 30,117	$ 19,173	$ 284,491	$ 284,492	$ (1)	0%
53432 Administration Salaries	89,589	179,965	100,556	89,541	104,747	102,203	88,636	92,493	86,432	88,832	107,025	101,861	154,040	97,929	1,463,668	1,454,569	29,099	2%
53434 Office Expenses	27,668	47,224	31,056	27,657	32,332	31,572	27,368	27,832	26,684	27,418	33,041	31,410	47,540	30,265	449,069	449,069	0	0%
53436 Insurance and Bond	14,991	26,510	16,912	15,054	17,677	17,291	14,803	15,184	14,614	15,018	18,095	17,202	26,036	16,575	245,940	245,988	(48)	0%
Total	149,776	284,364	168,202	149,773	175,239	171,067	148,144	152,373	144,635	148,635	179,093	170,172	257,733	163,942	2,443,168	2,434,118	29,050	1%
Toll Collection																		
53420 Salaries/Wages	545,000	1,112,000	578,000	617,000	760,000	697,000	620,000	619,343	620,000	927,000	719,000	691,000	1,105,000	633,000	10,112,343	9,914,651	198,292	2%
53422 Other Direct Expenses	24,636	54,599	42,879	19,497	34,311	52,000	29,689	24,653	29,280	29,280	23,533	52,497	48,516	72,288	537,258	536,359	901	0%
Total	569,636	1,166,599	718,879	636,497	794,311	749,000	649,689	654,996	649,280	956,280	742,533	743,497	1,153,516	705,288	10,650,203	10,451,010	199,193	2%
Contractor - Transcore																		
Toll Equipment Maintenance																		
54640 Repairs & Maintenance - Toll Equip	142,705	215,812	196,104	142,705	169,716	234,470	199,830	161,042	131,732	157,965	115,300	99,507	79,878	148,657	2,195,625	2,060,972	74,653	4%
54641 Repairs & Maint. - Toll Equip Parts	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	420,000	420,000	-	0%
54642 Repairs & Maint. - VES Equipment	25,502	29,115	28,105	25,748	27,095	29,788	25,748	25,748	25,074	26,421	25,074	24,401	21,648	25,074	364,541	390,866	(26,325)	-7%
Total	198,207	274,927	254,209	198,453	226,813	294,258	255,578	216,790	186,806	214,386	170,374	153,908	131,526	203,731	2,980,166	2,991,838	48,328	2%
Other Operating Expenses																		
53460 Janitorial	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	425,614	425,614	-	0%
54110 Telephone Service	11,500	22,000	17,500	13,000	16,500	11,000	13,000	15,000	20,000	7,500	7,500	8,500	6,000	6,000	174,000	167,600	6,400	4%
54300 Utilities	110,000	235,000	175,000	140,000	120,000	195,000	98,000	120,000	160,000	195,000	90,000	130,000	72,000	132,000	1,972,000	2,067,000	(95,000)	-5%
54500 Insurance	56,298	76,664	64,545	55,548	35,487	36,655	31,379	32,494	36,978	40,191	14,489	15,570	23,649	70,832	590,766	585,198	5,562	1%
54610 Repairs & Maint. Equipment	4,000	2,000	1,000	2,000	2,000	2,000	2,000	1,000	1,000	1,000	1,500	2,000	2,000	1,000	24,500	26,000	(1,500)	-6%
54620 Repairs & Maint. Software & Hardware	8,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	161,000	163,000	(2,000)	-1%
54630 Facilities Maintenance	61,061	91,767	85,907	55,201	75,242	85,211	56,021	63,053	67,467	73,836	53,912	59,772	65,983	73,484	960,917	1,042,023	(81,105)	-8%
54920 Bank Fees	92,829	218,811	119,351	88,650	108,090	96,807	76,915	80,894	71,611	75,589	71,611	76,915	115,373	67,832	1,359,279	1,065,533	293,746	28%
55110 Office Expense Other	500	500	500	500	500	500	500	500	500	1,000	500	500	500	500	7,500	7,500	-	0%
55210 Operating Supplies	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	56,000	70,000	(14,000)	-20%
55700 Contingency	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	14,000	14,000	-	0%
Total	379,587	693,143	510,204	401,500	402,200	471,574	324,216	359,342	399,956	440,517	285,913	339,658	330,906	397,849	5,735,568	5,621,468	112,102	2%
Total	1,297,206	2,419,033	1,651,494	1,386,223	1,598,563	1,685,899	1,377,647	1,383,501	1,379,679	1,439,818	1,377,913	1,407,235	1,873,681	1,471,010	21,789,105	21,499,432	289,673	2%
Participation		(2,342,359)	(1,586,949)										(1,850,032)					
Total DOT	(5,779,350)																	

NOTE: FDOT Participation is the grand total of the prtura less Insurance.

Central Florida Expressway Authority
Toll Facilities Operations FY 2015 Projections

	914 Dean	915 Conway Main	916 Pine Hills	917 Hiawassee	923 John Young	924 Boggy Creek	925 Curry Ford	926 University	934 Independence	935 Forest Lake	943 Dallas	944 Beachline	945 Airport	954 Coral Hills	FY 2015 Final Totals
Contractor - FTS															
Administrative															
53430 Toll Collection Management Fees	$ 17,528	$ 30,685	$ 19,676	$ 17,521	$ 20,483	$ 20,001	$ 17,338	$ 16,884	$ 16,905	$ 17,369	$ 20,932	$ 19,899	$ 30,117	$ 19,173	$ 284,491
53432 Administration Salaries	89,589	179,965	100,556	89,541	104,747	102,203	88,655	92,493	86,432	88,832	107,025	101,661	154,040	97,929	1,483,668
53434 Office Expenses	27,868	47,324	31,058	27,857	32,332	31,572	27,368	27,832	26,684	27,418	33,041	31,410	47,540	30,265	449,069
53436 Insurance and Bond	14,991	26,410	16,912	15,054	17,677	17,291	14,803	15,164	14,614	15,015	18,095	17,202	26,036	16,575	245,840
Total	149,776	284,384	168,202	149,773	175,239	171,067	148,164	152,373	144,635	148,635	179,093	170,172	257,733	163,942	2,463,168
Toll Collection															
53420 Salaries/Wages	813,110	1,057,021	642,577	586,495	722,424	662,539	580,346	580,737	589,346	576,989	683,452	656,838	1,050,367	601,704	9,612,943
53422 Other Direct Expenses	24,638	54,599	42,879	19,497	34,311	52,000	29,889	24,053	29,280	29,280	23,333	52,497	48,516	72,268	537,260
Total	837,748	1,111,620	685,456	605,992	756,735	714,539	610,235	604,790	618,626	606,269	706,985	709,333	1,098,883	673,972	10,150,203
Contractor - Transcore															
Toll Equipment Maintenance															
54640 Repairs & Maintenance - Toll Equip	142,750	215,812	196,104	142,705	169,718	234,470	159,830	161,042	131,732	157,965	115,300	99,507	79,878	148,857	2,155,670
54641 Repairs & Maint. - Toll Equip Parts	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	350,000
54642 Repairs & Maint. - VES Equipment	25,502	29,115	28,105	25,748	27,095	29,788	25,748	25,748	25,074	26,421	25,074	24,401	21,648	25,074	364,541
Total	193,252	269,927	249,209	193,453	221,813	289,258	210,578	211,790	181,806	209,386	165,374	148,908	126,526	198,931	2,870,211
Other Operating Expenses															
53460 Janitorial	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	425,614
54110 Telephone Service	16,000	32,000	26,000	20,000	21,000	16,000	19,000	17,000	25,000	9,000	11,000	12,000	7,000	7,000	238,000
54300 Utilities	110,000	215,000	175,000	140,000	110,000	190,000	105,000	115,000	150,000	215,000	70,000	140,000	70,000	125,000	1,930,000
54500 Insurance	55,875	74,716	63,675	54,727	35,985	36,884	31,809	31,108	36,259	40,337	13,563	16,297	23,483	69,483	584,202
54610 Repairs & Maint. Equipment	3,000	2,000	1,000	2,000	1,000	2,000	2,000	2,000	1,000	1,000	1,500	1,000	2,000	2,000	23,500
54620 Repairs & Maint. Software & Hardwar	6,000	11,000	8,000	5,000	5,000	4,000	6,000	6,000	4,000	5,000	5,000	6,000	6,000	4,000	81,000
Facilities Maintenance	61,061	91,767	85,907	55,201	75,242	83,211	56,021	63,053	62,467	73,836	53,912	59,772	85,983	73,484	960,917
Bank Fees	79,903	186,342	102,732	76,478	91,317	83,327	66,205	59,630	61,839	65,063	61,639	66,205	99,307	58,213	1,170,000
Office Expense Other	250	250	250	250	250	250	250	250	250	500	250	250	250	250	3,750
55210 Operating Supplies	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	28,000
55700 Contingency	500	500	500	500	500	500	500	500	500	500	500	500	500	500	7,000
Total	364,091	647,976	495,465	386,557	372,695	448,573	319,186	336,942	373,516	442,837	249,765	334,425	326,924	372,331	5,451,983
Grand Total	1,345,767	2,313,887	1,598,332	1,335,775	1,526,482	1,623,437	1,287,163	1,305,895	1,318,583	1,406,927	1,301,217	1,362,838	1,790,066	1,409,196	20,935,565
FDOT Participation		(2,239,171)	(1,534,657)										(1,766,583)		
Total FDOT	(5,540,411)														

NOTE: FDOT Participation is the grand total of the plaza less insurance.

Central Florida Expressway Authority
Toll Facilities Operations FY 2014 Actual

	914 Dean	915 Conway Main	916 Pine Hills	917 Hiawassee	923 John Young	924 Boggy Creek	925 Curry Ford	926 University	934 Independence	935 Forest Lake	943 Dallas	944 Beachline	945 Airport	954 Coral Hills	FY 2014 Actual Totals
Contractor - FTS															
Administrative															
53430 Toll Collection Management Fees	$ 17,607	$ 30,455	$ 19,419	$ 17,530	$ 20,605	$ 20,221	$ 17,675	$ 17,535	$ 17,020	$ 17,731	$ 19,695	$ 19,248	$ 30,622	$ 18,918	**$ 284,481**
53432 Administration Salaries	89,383	155,002	98,621	88,935	104,686	102,709	89,716	88,996	86,342	90,024	101,092	97,626	156,025	95,962	**1,445,099**
53434 Office Expenses	27,792	48,073	32,050	27,671	32,524	31,919	27,899	27,678	26,866	27,968	31,404	30,382	48,337	29,862	**450,445**
53436 Insurance and Bond	15,221	26,328	15,390	15,155	17,813	17,481	15,279	15,159	14,714	15,328	17,199	16,639	26,473	16,355	**244,534**
Total	149,983	259,858	165,480	149,291	175,628	172,330	150,569	149,368	144,942	151,071	169,390	163,895	261,457	161,097	**2,424,559**
Toll Collection															
53420 Salaries/Wages	587,191	1,027,474	635,261	589,415	687,101	677,613	584,707	585,535	547,566	601,384	672,421	596,182	1,039,839	585,707	**9,417,396**
53422 Other Direct Expenses	24,638	52,817	42,880	19,498	34,311	56,375	29,889	24,053	29,281	29,281	23,533	48,123	48,517	73,170	**536,366**
Total	611,829	1,080,291	678,141	608,913	721,412	733,988	614,596	609,588	576,847	630,665	695,954	644,305	1,088,356	658,877	**9,953,762**
Contractor - Transcore															
Toll Equipment Maintenance															
54640 Repairs & Maintenance - Toll Equip	145,154	217,189	197,579	145,154	171,267	234,228	161,967	145,154	133,858	159,813	127,322	102,743	83,472	150,671	**2,175,371**
54641 Repairs & Maint. - Toll Equip Parts	20,921	20,921	20,921	20,921	20,921	20,921	20,921	20,921	20,921	20,921	20,921	20,921	20,921	20,921	**292,894**
54642 Repairs & Maint. - VES Equipment	23,300	27,279	25,333	24,126	25,800	28,323	24,952	24,952	23,496	24,757	23,909	21,791	21,213	23,496	**343,727**
Total	189,375	265,389	244,833	190,201	217,988	283,472	207,840	191,027	178,275	205,291	172,152	145,455	125,606	195,088	**2,811,992**
Other Operating Expenses															
53460 Janitorial	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	**425,614**
54110 Telephone Service	9,975	19,732	15,718	12,435	15,442	9,936	11,708	13,931	16,779	7,871	6,603	7,642	4,101	5,515	**159,388**
54300 Utilities	110,796	205,765	176,130	132,014	104,402	161,284	103,505	111,385	142,993	215,779	65,544	137,916	64,252	119,809	**1,871,574**
54500 Insurance	54,657	74,433	62,667	53,931	34,434	35,588	30,467	31,549	35,902	39,021	14,068	15,117	22,962	58,789	**573,565**
54610 Repairs & Maint. Equipment	1,758	1,491	645	1,108	1,033	3,255	2,588	840	465	874	513	1,443	1,017	465	**17,496**
54[illegible] Repairs & Maint. Software & Hardware	5,010	8,625	5,507	3,920	3,705	5,663	4,421	4,784	3,275	4,242	4,112	5,000	4,399	3,014	**65,677**
[illegible]pplities Maintenance	61,174	91,880	86,133	70,832	75,430	83,475	56,210	63,279	62,593	74,061	54,100	59,998	66,322	74,286	**979,873**
[illegible]ank Fees	65,950	161,573	88,678	64,006	79,180	71,364	54,804	57,495	51,784	54,226	50,258	52,521	84,984	48,300	**985,323**
Office Expense Other	88	-	-	-	44	44	164	88	44	-	44	-	-	44	**560**
55210 Operating Supplies	223	230	107	107	107	317	177	65	107	107	197	37	37	107	**1,925**
55700 Contingency	335	335	335	335	335	335	335	335	335	335	335	335	335	335	**4,690**
Total	340,367	594,565	466,321	369,089	344,513	421,662	294,780	314,152	346,778	426,917	226,175	310,510	278,810	351,045	**5,085,584**
Total Before Capital	1,291,554	2,200,103	1,554,775	1,317,494	1,459,541	1,611,452	1,267,785	1,264,135	1,246,842	1,413,944	1,263,671	1,264,165	1,754,229	1,366,107	**20,275,997**
Capital Expenditures															
56410 Toll Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total	1,291,554	2,200,103	1,554,775	1,317,494	1,459,541	1,611,452	1,267,785	1,264,135	1,246,842	1,413,944	1,263,671	1,264,165	1,754,229	1,366,107	**20,275,997**

NOTE: FDOT Participation is the grand total of the plaza less insurance.

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection – 05

FISCAL YEAR: 2015 **Cost Center: Plazas**

05-110-XXX-53420	**Toll Collection Salaries and Wages**	**Account Budget:**	**$11,512,943**
This is based on the toll collection contract currently with Florida Toll Services. Contract is going out to bid so budget amount may need to be reevaluated after bids received.			11,512,943
05-110-XXX-53422	**Toll Collection Other Direct Expenses**	**Account Budget:**	**$553,370**
This is based on the toll collection contract currently with Florida Toll Services. Contract is going out to bid so budget amount may need to be reevaluated after bids received.			553,370
05-110-XXX-53430	**Toll Collection Management Fees**	**Account Budget:**	**$293,019**
This is based on the toll collection contract currently with Florida Toll Services. Contract is going out to bid so budget amount may need to be reevaluated after bids received.			293,019
05-110-XXX-53432	**Toll Collection Administrative Salaries**	**Account Budget:**	**$1,528,169**
This is based on the toll collection contract currently with Florida Toll Services. Contract is going out to bid so budget amount may need to be reevaluated after bids received.			1,528,169
05-110-XXX-53434	**Toll Collection Office Expense**	**Account Budget:**	**$462,534**
This is based on the toll collection contract currently with Florida Toll Services. Contract is going out to bid so budget amount may need to be reevaluated after bids received.			462,534
05-110-XXX-53436	**Toll Collection Insurance and Bonding**	**Account Budget:**	**$253,313**
This is based on the toll collection contract currently with Florida Toll Services. Contract is going out to bid so budget amount may need to be reevaluated after bids received.			253,313
05-110-XXX-53460	**Janitorial**	**Account Budget:**	**$438,382**
This is based on the toll collection contract currently with Florida Toll Services. Contract is going out to bid so budget amount may need to be reevaluated after bids received.			438,382
05-110-XXX-54110	**Telephone Service**	**Account Budget:**	**$252,000**
All telecommunication charges.			252,000
05-110-XXX-54200	**Utilities**	**Account Budget:**	**$1,970,000**
Electric, water and gas charges.			1,970,000
05-110-XXX-54500	**Insurance**	**Account Budget:**	**$591,805**
Insurance for plazas, bridges and overpasses.			591,805
05-110-XXX-54610	**Repairs & Maint. – Equipment**	**Account Budget:**	**$15,000**
Repairs and maintenance on equipment.			15,000
05-110-XXX-54620	**Repairs & Maint. – Software and Hardware**	**Account Budget:**	**$90,000**

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection – 05

FISCAL YEAR: 2014 **Cost Center: Plazas**

Repairs and maintenance agreements for bill, coin and misc. equipment.			90,000
05-110-XXX-54630	**Facilities Maintenance**	**Account Budget:**	**$960,924**
All charges related to maintaining the plazas.			960,924
05-110-XXX-54640	**Repairs and Maint. – Toll Equipment**	**Account Budget:**	**$2,254,401**
All charges related to maintaining the toll collection system. This contract needs to be renegotiated so budget amounts many need to be reevaluated after negotiations are complete.			2,254,401
05-110-XXX-54641	**Repairs and Maint. – Toll Equipment Part**	**Account Budget:**	**$350,000**
Replacement and spare parts for the toll collection system.			350,000
05-110-XXX-54642	**Repairs and Maint. – VES Equipment**	**Account Budget:**	**$381,951**
All charges related to maintaining the violation enforcement system. This contract needs to be renegotiated so budget amounts many need to be reevaluated after negotiations are complete.			381,951
05-110-XXX-54920	**Bank Fees**	**Account Budget:**	**$1,170,000**
Armored car and deposit supplies expense.			1,170,000
05-110-XXX-55110	**Office Expense - Other**	**Account Budget:**	**$7,000**
For furniture and appliances under $1,000.			7,000
05-110-XXX-55210	**Operating Supplies**	**Account Budget:**	**$42,000**
Coin vaults, safety coins and various operating supplies.			42,000
05-110-XXX-55700	**Contingency**	**Account Budget:**	**$14,000**
Contingency for unknown expenses.			14,000

MAINTENANCE

Central Florida Expressway Authority
Maintenance Fund - Summary

	2014 Year-end Actual	2015 Original Budget	2015 Budget Amendments	2015 Budget Restated	Projected Year-end Actual	**2016 Annual Budget**	% Inc (Decr) over 2015 Restated
I. Maintenance Administration	$ 715,722	$ 821,397	$ -	$ 821,397	$ 799,963	**$ 904,861**	10%
II. Expressway Operations	4,830,572	4,888,407	-	4,888,407	4,422,765	**5,460,869**	12%
III. Routine Maintenance	8,756,010	9,778,193	-	9,778,193	9,565,308	**9,936,100**	2%
Total Maintenance Expenditures Before FDOT Participation	14,302,304	15,487,997	-	15,487,997	14,788,036	**16,301,829**	5%
FDOT Participation	(2,889,294)	(2,938,839)	-	(2,938,839)	(2,933,370)	**(2,933,370)**	0%
Total Maintenance Costs	11,413,010	12,549,158	-	12,549,158	11,854,666	**13,368,459**	7%

Capital Expenditures

Capital Expenditures							
Maintenance Administration	-	-	-	-	-	**25,000**	
Expressway Operations	-	68,720	-	68,720	35,000	**63,720**	
Total Capital Expenditures	-	68,720	-	68,720	35,000	**88,720**	

Central Florida Expressway Authority
Maintenance Activity - Total By Line Item

Description	2015 Annual Budget	2016 Annual Budget	Difference	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS				
Salaries & Wages	$ 630,265	$ 799,223	$ 168,958	26.8%
Social Security and Medicare	46,698	59,624	12,926	27.7%
Retirement Contributions -FRS	63,868	76,387	12,519	19.6%
Life and Health Insurance	149,143	188,918	39,775	26.7%
State Assessment	1,583	2,005	422	26.7%
Workers' Compensation	23,653	26,826	3,173	13.4%
Total Salaries & Benefits	915,210	1,152,983	237,773	26.0%
OTHER				
Consultant Fees	50,000	75,000	25,000	50.0%
Maintenance Program Support	15,200	5,000	(10,200)	-67.1%
Maintenance Program Support - ITS	795,700	827,000	31,300	3.9%
Mitigation Maint. Support	17,000	2,000	(15,000)	-88.2%
FON Program Support	170,000	175,000	5,000	2.9%
Pavement Management System	20,000	26,000	6,000	30.0%
Florida Highway Patrol Services	785,275	811,964	26,689	3.4%
Motorist Service Patrol Agreement	1,065,024	1,077,650	12,626	1.2%
Travel	6,500	6,000	(500)	-7.7%
Reimbursed Local Travel	1,850	1,700	(150)	-8.1%
Gasoline	16,600	15,000	(1,600)	-9.6%
Telephone Service	10,500	6,500	(4,000)	-38.1%
Postage and Delivery	-	1,000	1,000	
Printing	480	480	-	0.0%
Utilities	100,000	120,000	20,000	20.0%
Insurance	3,385	3,252	(133)	-3.9%
Repairs & Maint. - Equipment	1,000	1,000	-	0.0%
Maintenance FON Locates	16,500	16,500	-	0.0%
Maintenance - ITS Infrastructure	1,288,280	1,674,000	385,720	29.9%
Repairs & Maint. - Fiber Optic Network	400,000	335,000	(65,000)	-16.3%
Repairs & Maint. - Vehicles	7,500	7,500	-	0.0%
Roadway and Bridges Maintenance	5,209,443	5,494,000	284,557	5.5%
Landscape Maintenance Service	3,771,000	3,614,500	(156,500)	-4.2%
Mitigation Area Maintenance	21,000	-	(21,000)	-100.0%
Bridge Inspection	161,000	224,000	63,000	39.1%
Sign Maintenance/Inspection	322,000	255,750	(66,250)	-20.6%
Temp. Barricades & Message Signs	15,000	10,000	(5,000)	-33.3%
Traffic Signals and Lights	69,500	78,000	8,500	12.2%
Aquatics	164,250	209,850	45,600	27.8%
Advertising and Legal Notices	-	1,000	1,000	
Office Supplies	3,300	3,700	400	12.1%
Office Expense - Other	4,500	4,500	-	0.0%
Dues and Subscriptions	2,000	2,000	-	0.0%
Seminars and Conferences	4,000	4,000	-	0.0%
Staff Training and Education	10,000	10,000	-	0.0%
Contingency Project(s)	45,000	50,000	5,000	11.1%
Total Other:	14,572,787	15,148,846	576,059	4.0%
TOTAL	15,487,997	16,301,829	813,832	5.3%
CAPITAL EXPENDITURES				
General Equipment	7,000	2,000	(5,000)	-71.4%
Vehicle Purchases	-	25,000	25,000	
Software	61,720	61,720	-	0.0%
Total Capital Expenditures:	68,720	88,720	20,000	29.1%

Maintenance Administration

Central Florida Expressway Authority
Maintenance - Administration
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-120-810-51200	Salaries & Wages	$ 470,729	$ 492,176	$ 492,176	0%	**$ 561,134**	14%	14%
05-120-810-52100	Soc Sec & Medicare	33,889	36,924	36,924	0%	**42,200**	14%	14%
05-120-810-52210	Retirement Contributions -FRS	46,602	53,636	53,636	0%	**58,745**	10%	10%
05-120-810-52300	Life and Health Insurance	82,280	123,176	123,176	0%	**143,001**	16%	16%
05-120-810-52310	State Assessment	765	1,309	1,309	0%	**1,520**	16%	16%
05-120-810-52400	Workers Compensation	867	23,076	23,076	0%	**25,960**	12%	12%
	Total Salaries & Benefits:	635,132	730,297	730,297	0%	**832,561**	14%	14%
OTHER								
05-120-810-53122	Maintenance Program Support	7,781	15,200	500	-97%	**5,000**	900%	-67%
05-120-810-53124	Mitigation Maint. Support	31,680	17,000	13,000	-24%	**2,000**	-85%	-88%
05-120-810-53126	Pavement Management System	18,913	20,000	20,000	0%	**26,000**	30%	30%
05-120-810-54010	Travel	667	2,500	2,500	0%	**3,000**	20%	20%
`0-810-54012	Reimbursed Local Travel	79	200	100	-50%	**200**	100%	0%
.0-810-54020	Gasoline	8,798	11,000	10,000	-9%	**11,000**	10%	0%
05-120-810-54110	Telephone Expense	2,965	3,500	3,500	0%	**3,500**	0%	0%
05-120-810-54200	Printing	51	400	400	0%	**400**	0%	0%
05-120-810-54500	Insurance	2,728	2,800	2,666	-5%	**2,700**	1%	-4%
05-120-810-54610	Repairs & Maint. - Equipment	-	1,000	3,000	200%	**1,000**	-67%	0%
05-120-810-54650	Repairs & Maint. - Vehicles	2,986	5,500	3,000	-45%	**5,500**	83%	0%
05-120-810-55100	Office Supplies	1,694	2,500	2,500	0%	**2,500**	0%	0%
05-120-810-55110	Office Expense - Other	1,203	3,000	2,000	-33%	**3,000**	50%	0%
05-120-810-55400	Dues and Subscriptions	305	500	500	0%	**500**	0%	0%
05-120-810-55420	Seminars and Conferences	340	2,000	2,000	0%	**2,000**	0%	0%
05-120-810-55430	Staff Training and education	400	4,000	4,000	0%	**4,000**	0%	0%
	Total Other:	80,590	91,100	69,666	-24%	**72,300**	4%	-21%
	Subtotal Salaries, Benefits, & Other	715,722	821,397	799,963	-3%	**904,861**	13%	10%
CAPITAL EXPENDITURES								
05-120-810-56415	Vehicle Purchases	-	-	-		**25,000**		
	TOTAL	1,350,854	1,551,694	1,530,260	-1%	**1,762,421**	15%	14%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Maintenance Administration - 810**

05-120-810-53122	**Maintenance Program Support**	**Account Budget:**	**$5,000**
Support for various contracts within the Maintenance Dept.			5,000
05-120-810-53124	**Mitigation Maintenance Support**	**Account Budget:**	**$2,000**
Covers the funds necessary to provide Mitigation Maintenance Support/Management for the Mitigation Area Maintenance Services Purchase Order. (Atkins)			2,000
05-120-810-53126	**Pavement Management System**	**Account Budget:**	**$26,000**
Pavement Management System (Atkins)			26,000
05-120-810-54010	**Travel**	**Account Budget:**	**$3,000**
Various travel needs for professional development seminars/conferences.			3,000
05-120-810-54012	**Reimbursed Local Travel**	**Account Budget:**	**$200**
Mileage, toll and parking reimbursement for in town non-Authority vehicle travel as needed.			200
05-120-810-54020	**Gasoline**	**Account Budget:**	**$11,000**
To cover the cost of gasoline for five Authority vehicles driven by Maintenance Department employees.			11,000
05-120-810-54110	**Telephone Service**	**Account Budget:**	**$3,500**
Cell phone service for five Maintenance Department employees.			3,500
05-120-810-54200	**Printing**	**Account Budget:**	**$400**
Printing needs such as business cards, special reports and documents that cannot be done in house.			400
05-120-810-54500	**Insurance**	**Account Budget:**	**$2,700**
This figure is derived based on actual costs for vehicle insurance.			2,700
05-120-810-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$1,000**
R&M as needed.			1,000
05-120-810-54650	**Repairs & Maint. - Vehicles**	**Account Budget:**	**$5,500**
R&M as needed for five Authority maintenance vehicles.			5,500
05-120-810-55100	**Office Supplies**	**Account Budget:**	**$2,500**
Basic office supply needs for the Department.			2,500
05-120-810-55110	**Office Expense - Other**	**Account Budget:**	**$3,000**
Furniture, etc. under $5,000			3,000
05-120-810-55400	**Dues and Subscriptions**	**Account Budget:**	**$500**
Needed for staff members in professional organizations and trade subscriptions.			500
05-120-810-55420	**Seminars and Conferences**	**Account Budget:**	**$2,000**
Fees for seminars and conferences attended by staff for professional development.			2,000
05-120-810-55430	**Staff Training and Education**	**Account Budget:**	**$4,000**
Specific training for staff such as Fiber Optic Network (FON) Certification courses and Safety Inspection of In-Service Bridges.			4,000
05-120-810-56415	**Vehicle Purchases**	**Account Budget:**	**$25,000**
Replacement vehicle for the Maintenance department. Procurement of said vehicle will be in accordance with the CFX Vehicle Procedure.			25,000

Expressway Operations

Central Florida Expressway Authority
Maintenance - Expressway Operations
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-120-820-51200	Salaries and Wages	$ 132,451	$ 138,089	$ 138,089	0%	**$ 238,089**	72%	72%
05-120-820-52100	Soc Sec & Medicare Expense	9,832	9,774	9,774	0%	**17,424**	78%	78%
05-120-820-52210	Retirement Contributions -FRS	9,237	10,232	10,232	0%	**17,642**	72%	72%
05-120-820-52300	Life and Health Insurance	24,459	25,967	25,967	0%	**45,917**	77%	77%
05-120-820-52310	State Assessment	272	274	274	0%	**485**	77%	77%
05-120-820-52400	Workers Compensation	208	577	577	0%	**866**	50%	50%
	Total Salaries & Benefits	176,459	184,913	184,913	0%	**320,423**	73%	73%
FIBER OPTIC NETWORK (FON)								
05-120-820-53125	FON Program Support	171,639	170,000	160,000	-6%	**175,000**	9%	3%
05-120-820-54612	Maintenance FON Locates	13,252	16,500	14,000	-15%	**16,500**	18%	0%
05-120-820-54625	Repairs & Maint. - Fiber Optic Network	368,542	400,000	400,000	0%	**335,000**	-16%	-16%
	Total Fiber Optic Network:	553,433	586,500	574,000	-2%	**526,500**	-8%	-10%
LAW ENFORCEMENT								
05-120-820-53440	Florida Highway Patrol Services	527,237	785,275	785,275	0%	**811,964**	3%	3%
05-120-820-54110	Telephone Expense	4,104	7,000	2,700	-61%	**3,000**	11%	-57%
	Total Law Enforcement:	531,341	792,275	787,975	-1%	**814,964**	3%	3%
05-120-820-53444	Motorist Service Patrol Agreement	1,489,298	1,065,024	1,000,000	-6%	**1,077,650**	8%	1%
INTELLIGENT TRANSPORTATION SYSTEM (ITS)								
05-120-820-53123	Maintenance Program Support - ITS	631,017	795,700	600,000	-25%	**827,000**	38%	4%
05-120-820-53411	Contract Personnel - ITS	248,595	-	-		**-**		
05-120-820-54615	Maintenance - ITS Infrastructure	1,080,969	1,288,280	1,100,000	-15%	**1,674,000**	52%	30%
	Total ITS Infrastructure Maintenance	1,960,581	2,083,980	1,700,000	-18%	**2,501,000**	47%	20%

Central Florida Expressway Authority
Maintenance - Expressway Operations
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
OTHER EXPENSES								
05-120-820-53110	Consultant Fees	-	50,000	50,000	0%	**75,000**	50%	50%
05-120-820-54010	Travel	1,024	4,000	2,500	-38%	**3,000**	20%	-25%
05-120-820-54012	Reimbursed Local Travel	151	1,650	1,000	-39%	**1,500**	50%	-9%
05-120-820-54020	Gasoline	4,962	5,600	4,000	-29%	**4,000**	0%	-29%
05-120-820-54130	Postage and Delivery	-	-	453		**1,000**	121%	
05-120-820-54200	Printing	-	80	80	0%	**80**	0%	0%
05-120-820-54300	Utilities	109,350	100,000	110,000	10%	**120,000**	9%	20%
05-120-820-54500	Insurance	556	585	544	-7%	**552**	1%	-6%
05-120-820-54650	Repairs & Maint. - Vehicles	1,161	2,000	2,000	0%	**2,000**	0%	0%
05-120-820-54910	Advertising and Legal Notices	-	-	-		**1,000**		
05-120-820-55100	Office Supplies	823	800	800	0%	**1,200**	50%	50%
05-120-820-55110	Office Expense - Other	388	1,500	500	-67%	**1,500**	200%	0%
05-120-820-55400	Dues & Subscriptions	740	1,500	1,000	-33%	**1,500**	50%	0%
05-120-820-55420	Seminars and Conferences	305	2,000	1,000	-50%	**2,000**	100%	0%
05-120-820-55430	Staff Training and Education	-	6,000	2,000		**6,000**	200%	0%
	Total Other:	119,460	175,715	175,877	0%	**220,332**	25%	25%
	SUBTOTAL	4,830,572	4,888,407	4,422,765	-10%	**5,460,869**	23%	12%
CAPITAL EXPENDITURES								
05-120-820-56400	General Equipment	-	7,000	5,000		**2,000**	-60%	-71%
05-120-820-56700	Software	-	61,720	30,000		**61,720**	106%	0%
	Total Capital Expenditures:	-	68,720	35,000		**63,720**	82%	-7%
	TOTAL	4,830,572	4,957,127	4,457,765	-10%	**5,524,589**	24%	11%
OFFSETTING REVENUES								
05-100-000-33300	Misc. Rev. - FON Lease	(664,222)	(674,748)	(674,719)	0%	**(687,894)**	2%	2%
	NET TOTAL COST TO CFX	4,166,350	4,282,379	3,783,046	-12%	**4,836,695**	28%	13%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Expressway Operations - 820**

05-120-820-53110 Consultant Fees **Account Budget:** **$75,000**

Cost of UCF Phase III wrong way driving study up to a maximum of $75,000. This will continue the data analysis from UCF for the pilot project. 75,000

05-120-820-53123 Maintenance Program Support - ITS **Account Budget:** **$827,000**

Covers the costs that are invoiced to the Authority by the General Engineering Consultant (GEC) to support the management and maintenance of the ITS infrastructure completed, in use and under maintenance in FY 2016. Includes coordination with the maintenance contractors, providing technical support to ensure that ITS projects are performing as intended to help the Authority manage traffic and accidents/incidents. Our system contains a total of 178 cameras, the Data Server used to measure and calculate travel times and inform customers of traffic conditions, 163 data collections sensors (DCS) to support the travel time program, 52 single line DMS Signs, 7 arterial DMS at strategic entrance ramps, and 41 three line DMS Signs that are now in operation plus (403) TMS that are now online. This scope also includes the following: Support Authority staff with regional operations and ITS coordination with partner agencies. Assist Authority staff with coordinating activities and evaluating operational data associated with the Road Ranger Motorist Assistance Service Patrol and dedicated Florida Highway Patrol (FHP) law enforcement contracts. Support the development of and updates to the Expressway Operations budget projections (ITS Projects). Support the application for and development of Industry trade publications, recognition programs, and conference presentations highlighting Expressway Operations efforts and achievements. Provide status updates on Expressway Operations Program Activities. Develop briefing materials for Authority Board members and management staff on Expressway Operations efforts. Provide technical analysis of technologies and operational strategies that could benefit Expressway Operations. Provide occasional support for staffing of ITS control room for 12 months. The GEC will also generate performance measures report for the CFX monthly statistics manual. Performance measures are being developed from archived data server travel time information. The budget amount requested for FY 2015/16 is $31,300 higher than FY 2014/15. The increase is due to: Service Patrol/FHP and Incident Clearance technology investigation (laser scanning) for $24,000 the change in ITS projects using the systems manager approach and addition of maintenance of more devices for $59,900, Staff from Montgomery Consulting Group (W/MBE) for $1,400, Performance measure reporting for $2,000. Also included is a ($56,000) reduction due to reduced ITS control room staffing. 827,000

05-120-820-53125 FON Program Support **Account Budget:** **$175,000**

Covers the costs that are invoiced to CFX by the General Engineering Consultant (GEC) to support the Fiber Optic Network (FON) maintenance program activities. Includes coordination with contractor (PCS) on alarms, contract administration and overall project management for the (PCS) contract, FON utility coordination, update of FON drawings, Internet Protocol (IP) Network alarm coordination and coordination of maintenance activities with Juniper Networks and Extreme Networks. The proposed figure of $175,000 is slightly higher the current year figure of $170,000. This level of technical support from the GEC will be similar during FY 2014-2015, however the rates have been adjusted from FY 2014-2015 to FY 2015-2016 rates. This contract ensures Authority's Fiber Optics Communications Network is reliable and consistently on line and in service protecting our revenue collection data. 175,000

05-120-820-53440 Florida Highway Patrol Services **Account Budget:** **$811,964**

This budget item is to pay the Florida Highway Patrol (FHP) for dedicated law enforcement services on the CFX expressway system in accordance with the contract between FHP and CFX executed October 27, 2000. The original contract stipulates that eight (8) troopers will be provided to patrol the expressway system two (2) shifts per day for 16 hours, 365 days per year. This covers salaries, benefits, expenses, patrol vehicle operating costs, risk management, laptop expense, HR Resources and salary incentive payments. The proposed figure of $811,964 for FHP services is an increase of $26,689 over revised current year figure of $785,275. This $26,689 increase is due to increased rates FY 2015/16 and includes the replacement of 1 existing patrol car. *With the addition of Wekiva Parkway construction completion services will need to be expanded in the future. 811,964

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Expressway Operations - 820**

05-120-820-53444 Motorist Service Patrol **Account Budget:** **$1,077,650**

1,077,650

CFX and Florida Turnpike Services of Florida executed a new contract in 2013 for the provision of Motorist Assistance Service on the CFX expressway system and portions of the Florida Turnpike. The Florida Turnpike Enterprise District of Florida Department of Transportation reimburses CFX for that portion of service on the Turnpike system through a separate interlocal agreement. The funding requested from Florida's Turnpike is $379,373.66 per year and will support the Agency's net share of the cost for providing the service of Florida's Turnpike owned system on 429, 417, 408 and 528. Currently, the service runs from 6:00 A.M. to 8:00 P.M., 7 days a week using six (6) vehicles. This contract will continue the partnership with the Florida Turnpike Enterprise. This number should be consistent for the next 3 years. *With the addition of Wekiva Parkway construction completion services will need to be expanded in the future.

05-120-820-54010 Travel **Account Budget:** **$3,000**

3,000

Funding is requested to allow travel and attendance at appropriate committee meetings, conferences and project business relating to Expressway Operations and particularly those that speak to issues of maximizing the roadway capacity of the CFX expressway system. Examples of proposed conferences and committee meetings are Team Florida, ITS America, ITS Florida (ITS 3C summit), IBTTA, ITE, and Transportation Research Board. This amount represents the estimated costs to attend up to five meeting/conferences during FY 2015/16 that would provide direct benefits to CFX in more efficient management of the expressway systems. All travel must be preapproved by the ED or board as appropriate.

05-120-820-54012 Reimbursed Local Travel **Account Budget:** **$1,500**

1,500

To pay for local mileage travel by CFX staff using personal vehicles on CFX business to include mileage costs, parking, charges and tolls. This budget would not cover any authorized overnight travel which would cover under a separate budget category. This will include local travel to Metroplan Orlando, Florida's Turnpike Enterprise, FDOT District 5 Deland, and other FDOT district RTMC's. This budget is lower by $150 from the previous year.

05-120-820-54020 Gasoline **Account Budget:** **$4,000**

4,000

The proposed budget figure is to pay for gasoline for 1 vehicles owned by the Authority. One vehicle operated by the Authority Fiber Optic Network technician. The Fiber Optic Technician is responsible for providing locate services for requests (tickets) received from Sunshine One Call to establish location flags depicting the actual alignment of the Authority's Fiber Optic Network to protect it from damage by those that would be excavating/performing construction activity in the vicinity. This Service was formerly done by a consultant under contract to the Authority but is now accomplished by in house staff in the Maintenance department. The $4,000 is also for the Manager of Expressway operations using a pool vehicle instead of a full time assigned vehicle. Cost determination for 1 vehicle. 1) 18,000 miles at 17 MPG x $3.75/gal = $3,970 Rounded to = $4,000

05-120-820-54110 Telephone Service **Account Budget:** **$3,000**

3,000

Telephone service is provided by CFX for each of the nine (9) troopers on the CFX FHP Squad. Nextel "Direct Connect" phones are provided to the FHP Troopers for communication with the "Road Rangers." CFX Maintenance Staff and to the VES office for direct communication in their toll violation enforcement activity. The proposed cost also includes the cell phone used by the Manager of Expressway Operations. In FY 2016/17 this will increase due to our needs for RR extended warranty purchase.

05-120-820-54130 Postage and Delivery **Account Budget:** **$1,000**

1,000

This is to support costs for U.S. Postal Service mailing and charges for special delivery by any of several companies providing this service. Expedited delivery is needed for time sensitive documents, contract/agreement executions and similar items. This figure is the up from the current year (FY 2014/15) of $1000 due to comment cards postage for service patrol.

05-120-820-54200 Printing **Account Budget:** **$80**

80

For special printing needs that cannot be done in house such as business cards, special reports and documents. It also includes a distribution of costs for in house printing machine expense for that portion assessed to Expressway Operations. The requested figure of $80.00 is a consistent with the previous year.

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Expressway Operations - 820**

05-120-820-54300 Utilities **Account Budget:** **$120,000**

120,000

The funds requested are to pay the costs for commercial electric power for 168 CCTV camera locations, 139 Data Collection Sensor (DCS) and 36 3 line DMS Signs throughout the OOCEA Expressway System. All of these devices and associated equipment were installed as part of the Authority's Intelligent Transportation Systems (ITS) Program. These projects help the Authority better manage accidents/incidents by monitoring traffic more efficiently and provide travel time information to our customers. We have now added 393 TMS system wide through the 511 project. The proposed figure for electric power costs of $120,000 is approximately 20 percent increase the current year (FY 2014/15) of $100,000 based on current experience.

05-120-820-54500 Insurance **Account Budget:** **$552**

552

Funding is requested to insure one (1) vehicles owned by the Authority. One is the vehicle operated by the Authority Fiber Optic Network Technician performing locates of the Fiber Optic Network on the CFX Expressway System.

05-120-820-54612 Maintenance FON Locates **Account Budget:** **$16,500**

16,500

This item provides funding to support expenses associated with performing "locates" of the Authority's Fiber Optic Network (FON) in response to ticket requests from Sunshine One Call of Florida. The FON is installed on both sides of the entire OOCEA Expressway System. It is necessary to "locate" the FON System to prevent conflicts and damage to the fiber ahead of construction and maintenance activities. The FON is the communication medium for the Authority's Electronic Toll Collection (ETC) System and telephone communication between toll plazas, E Pass service centers and the OOCEA administration building. It also provides communication for all devices installed under the Authority's Intelligent Transportation System projects, 168 CCTV cameras, 139 Data Collections Sensors, 36 3 line DMS Signs and 52 single line DMS Signs. We also are adding 393 TMS system wide through the 511 project. OOCEA staff responds to Sunshine One Call "locate" tickets which will cost about $1,040.00 per month which are calculated below with additional related expenses. 1) Tickets $1,040.00 per month x12 = $12,480.00 2) Locate tape, Locate paint and FON Marker establishment/Replacement expense = $2,500.00 Total = $14,980.00 The addition of a 10 percent contingency due to the size of the I-4, and All aboard Florida projects equals a budget of $16,478 which rounds to $16,500. The locates are now performed in house by the OOCEA Fiber Optic Network Technician whose salary and benefits costs are included in the OOCEA Maintenance budget. Locate tasks were previously performed by a consultant under contract to OOCEA and have been brought in house as a more cost effective method to perform the work.

05-120-820-54615 Maintenance - ITS Infrastructure **Account Budget:** **$1,674,000**

1,674,000

This budget item is to support maintenance costs for all the ITS projects that have been implemented together with those signs and devices installed and brought on line during FY 2014/15. This we maintain ITS infrastructure including CCTV Cameras, 393 TMS, Data Collection Sensors, Portable DMS Signs, and 3 line DMS Signs for displaying of travel time at key locations on the CFX Expressways. Data Server Software and equipment have been installed to develop travel time information and the project has now transitioned to the Maintenance and Support Phase. The FY 2015/16 budget request also includes funding for Data Server Software and the data server maintenance $1,674,000 which is $385,720 higher than the FY 2014/15 budget of $1,288,280.00. The increase in costs is attributed to growth of the ITS infrastructure: 10 CCTV, 14 Data Collection Sensors, 10 Traffic Monitoring System (TMS), 7 Arterial DMS and 5 DMS added to the system. Maintenance contract procurement will occur November 2015. Rates expected to raise up to 30 percent with new contractor procurement. New contract will include additional scope of TMS yearly recertification process. New contract will also include more risk on the contractor along with performance measures and penalties. This line item also includes Data Server Software support which increased 36k.

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Expressway Operations - 820**

05-120-820-54625 Repairs & Maint. - Fiber Optic Network **Account Budget:** **$335,000**

335,000

Funds are requested to pay for monitoring, maintenance and repair of the Authority's Fiber Optic Communications Network (FON). The FON provides communication between all the toll plazas for The Electronic Toll Collection (ETC) System and also communication to support The Intelligent Transportation (ITS) projects. This network functions as the central nervous system for CFX. The funds are to pay the contractor for performing the FON monitoring and maintenance with an additional amount for time and material costs for repair that exceeds routine monitoring and maintenance requirements. The funds also support a contract for technical assistance advice and replacements parts for certain major items of network switching equipment and another service contract for maintenance of firewalls that provide security to the CFX Network. The proposed figure of $335,000 is $65,000 lower than the current year (2014/15) figure of $400,000. The funds requested for FY 2015/16 reflect the existing contracts will cost CFX to adequately repair and maintain the FON based on our ITS projects that have been implemented together with those signs and devices installed and brought on line during FY 2014/15. This would also help us mitigate risks to the FON system that may come with the massive I-4 and All Aboard Florida Construction projects.

05-120-820-54650 Repairs & Maint. - Vehicles **Account Budget:** **$2,000**

2,000

Budget request is to pay maintenance and repair costs for one (1) vehicles owned by The Authority. One (1) is operated by the by the CFX Fiber Optic Network technician. As of February 6, 2014 the vehicle has 110,850 miles (FON technician). This estimate was based on previous repairs averaging 1,161.18 per 12 month period.

05-120-820-54910 Advertising and Legal Notices **Account Budget:** **$1,000**

1,000

Funds are requested to support the advertisements and legal notices required where invitations are issued for bids on the construction of an ITS project and/or for professional services in support of the ITS Program of projects. Funds are requested for up to two (2) notices for project advertisement and/or professional services. The figure requested is the same used as for current year which should adequately address the need for this service.

05-120-820-55100 Office Supplies **Account Budget:** **$1,200**

1,200

The proposed figure of $1200.00 represents the estimated needs for Expressway Operations for FY 2015/16 which is $400 above the previous year. This covers the ITS control room also and the office supplies for the Administrative Assistant for Construction, Maintenance, Design Project Management and Expressway Operations.

05-120-820-55110 Office Expense - Other **Account Budget:** **$1,500**

1,500

This budget request is to cover the cost of acquiring office furniture, desk, chair, bookshelves and credenza if needed for the ITS Control Room or Expressway Operations Director.

05-120-820-55400 Dues and Subscriptions **Account Budget:** **$1,500**

1,500

These funds are requested to pay for dues to professional organizations related to Expressway Operations business. Includes purchase of publications and manuals from FDOT, AASHTO, ITE and other organizations that provide guidance, specifications and current processes/procedures in the traffic operational aspects of the CFX Expressway System. Payment of CFX dues to ITS Florida is included in this proposal figure which remains the same $420 as for FY 2014/2015. This figure is the same as last fiscal year.

05-120-820-55420 Seminars and Conferences **Account Budget:** **$2,000**

2,000

The required funds will support training and education in the design, installation and maintenance of Fiber Optic Networks and for management and maintenance of ITS infrastructure. ITS infrastructure includes Closed Circuit Television Cameras (CCTV), Data Collection Sensors, Dynamic Message Signs and data servers which will equip OOCEA operations staff to better manage these facilities that have been installed. Funding requested will support up to 3 sessions in the $400.00 to $600.00 per session cost range. These seminars will be important for PDH's continuing education to maintain P.E. License.

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Expressway Operations - 820**

05-120-820-55430 Staff Training and Education **Account Budget:** **$6,000**

The proposed figure of $6,000 represents the estimated needs for Expressway Operations for FY 2015/16. This investment will pay for ONE of the following ENA certification (Extreme networks) or Operations Academy hosted by the University of Maryland. Both would be beneficial to the operations director here at CFX to stay up to date with the best operations practice nationwide and the latest technology. 6,000

05-120-820-56400 General Equipment **Account Budget:** **$2,000**

Budget amount for lap top or tablet to access OSP insight in the field. This database can save us cost in the future by making our fiber locating process more accurate. 2,000

05-120-820-56700 Software **Account Budget:** **$61,720**

This line item is for the DCS software development (code, GUI and application) that are performed under the Data Server contract with South West Research Institute. This estimate is for new development only to track separately. Database management is not included. 61,720

Routine Maintenance

Central Florida Expressway Authority
Routine Maintenance Detail

Description		2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Projected Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj 2015 Actual	% Inc (Decr) over 2015 Budget
A. Comprehensive Maintenance Contracts								
05-120-XXX-54702	Roadway and Bridges Maintenance	$ 5,211,543	$ 5,209,443	$ 5,397,943	4%	**$ 5,494,000**	2%	5%
05-120-XXX-54704	Landscape Area Maintenance	2,859,961	3,771,000	3,400,000	-10%	**3,614,500**	6%	-4%
	Total Maintenance Contracts	8,071,504	8,980,443	8,797,943	-2%	**9,108,500**	4%	1%
C. Drainage								
05-120-XXX-54720	Clean Drainage Structures	-	-	-		-		
05-120-XXX-54721	Repair/Replace Drains	-	-	-		-		
05-120-XXX-54722	Concrete Repair Slope & Ditch Pavement	-	-	-		-		
05-120-XXX-54724	Clean and Reshape Ditches	-	-	-		-		
05-120-XXX-54726	Mitigation Area Maintenance	8,400	21,000	9,000	-57%	-	-100%	-100%
05-120-XXX-54728	Road Sweeping (Mechanical)	-	-	-		-		
	Total Drainage Maintenance	8,400	21,000	9,000	-57%	-	-100%	-100%
D. Bridge Maintenance								
05-120-XXX-54731	Bridge Inspection	212,857	161,000	161,615	13%	**224,000**	23%	39%
	Total Bridge Routine Maintenance	212,857	161,000	161,615	13%	**224,000**	23%	39%
F. Traffic Services								
05-120-XXX-54740	Delineators and Type 2 Object Markers	-	-	-		-		
05-120-XXX-54741	Sign Maintenance/Inspection	272,716	322,000	322,000	0%	**255,750**	-21%	-21%
05-120-XXX-54742	Temp. Barricades & Message Signs	786	15,000	5,000	-67%	**10,000**	100%	-33%
05-120-XXX-54743	Guardrail Repair	-	-	-		-		
05-120-XXX-54745	Attenuator Repair	-	-	-		-		
05-120-XXX-54746	Pavement Markings	-	-	-		-		
05-120-XXX-54747	Raised Pavement Marker Replacement	-	-	-		-		
05-120-XXX-54748	Highway Lighting Maintenance	-	-	-		-		
05-120-XXX-54749	Traffic Signals and Lights	-	69,500	44,500	-36%	**78,000**	75%	12%
	Total Traffic Services	273,502	406,500	371,500	-9%	**343,750**	-7%	-15%
G. Vegetation & Aesthetics								
05-120-XXX-54759	Aquatics	95,858	164,250	160,250	-2%	**209,850**	31%	28%
05-120-XXX-54760	Large Machine Mowing(Incl. Hand & Small Machine)	-	-	-		-		
05-120-XXX-54761	Wildflowers	-	-	-		-		
05-120-XXX-54762	Fertilizing	-	-	-		-		
05-120-XXX-54764	Tree Trimming and Removal	-	-	-		-		
05-120-XXX-54766	Chemical Weed and Grass Control	-	-	-		-		
05-120-XXX-54768	Graffiti Removal	-	-	-		-		
05-120-XXX-54769	Roadside Litter Removal (emerg debris /dead animal)	-	-	-		-		
	Total Vegetation & Aesthetics	95,858	164,250	160,250	-2%	**209,850**	31%	28%
H. Other Maintenance								
05-120-XXX-54770	Emergency Maintenance	-	-	-		-		
05-120-XXX-54772	Railroad Crossing Maintenance	-	-	-		-		
05-120-XXX-55700	Contingency Project(s)	57,790	45,000	45,000	0%	**50,000**	11%	11%
05-120-XXX-58905	Insurance Proceeds	-	-	-		-		
	Total Other Maintenance	57,790	45,000	45,000	0%	**50,000**	11%	11%
I. FDOT Services		36,089	-	-		-		
Total Routine Maintenance		8,756,010	9,776,193	9,565,308	-2%	**9,936,100**	4%	2%

BUDGET FISCAL YEAR 2016

ROUTINE MAINTENANCE ACTIVITIES (ROADWAY)

Account # 05-120-XXX	Description	SR 408 East - West Expressway	SR 528 Beachline Expressway	SR 417 Greeneway Expressway	SR 429 Western Expressway	SR 414 John Land Apopka Expressway	SR 451	FY Total
	A. Comprehensive Maintenance Contracts							
54702	Roadway & Bridges Maintenance	$ 1,150,000	$ 950,000	$ 1,400,000	$ 1,550,000	$ 444,000	$ -	$ 5,494,000
54704	Landscape Maintenance Service	1,155,300	729,500	677,200	943,200	109,300	-	3,614,500
	Total	2,305,300	1,679,500	2,077,200	2,493,200	553,300	-	9,108,500
	B. Pavement Maintenance							
54710	Asphalt Repair	$ -	$ -	$ -	$ -	$ -	$ -	$ -
54712	Base Repair	-	-	-	-	-	-	-
54714	Concrete Pavement Joint Repair	-	-	-	-	-	-	-
54716	Concrete Slope Pavement Joint Repair	-	-	-	-	-	-	-
54718	Concrete Pavement Surface Repair	-	-	-	-	-	-	-
	Total	-	-	-	-	-	-	-
	C. Drainage							
54720	Clean Drainage Structures	$ -	$ -	$ -	$ -	$ -	$ -	$ -
54721	Repair/Replace Drains	-	-	-	-	-	-	-
54722	Concrete Repair Slope & Ditch Pavement	-	-	-	-	-	-	-
54724	Roadside Ditches - Clean and Reshape	-	-	-	-	-	-	-
54726	Mitigation Area Maintenance	-	-	-	-	-	-	-
54728	Road Sweeping	-	-	-	-	-	-	-
	Total	-	-	-	-	-	-	-

Account # 05-120-XXX	Description	SR 408 East - West Expressway	SR 528 Beachline Expressway	SR 417 Greeneway Expressway	SR 429 Western Expressway	SR 414 John Land Apopka Expressway	SR 451	FY Total
	D. Bridge Routine Maintenance							
54731	Bridge Inspection	78,000	11,000	94,500	34,500	6,000	-	224,000
	Total	78,000	11,000	94,500	34,500	6,000	-	224,000
	E. Roadside Maintenance							
54732	Shoulder Sodding	$ -	$ -	$ -	$ -	$ -	$ -	$ -
54734	Shoulder Seeding, Fertilizing and Mulching	-	-	-	-	-	-	-
54736	Reworking Non-Paved Shoulder, Slopes, Ditches	-	-	-	-	-	-	-
54738	Fence Repair	-	-	-	-	-	-	-
	Total	-	-	-	-	-	-	-
	F. Traffic Services							
54740	Delineators and Object Marker Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
54741	Sign Maintenance/Inspection	77,000	53,500	78,250	37,500	9,500	-	255,750
54742	Temporary Barricades and Message Signs	10,000	-	-	-	-	-	10,000
54743	Guardrail Repair	-	-	-	-	-	-	-
54745	Attenuator Repair	-	-	-	-	-	-	-
54746	Pavement Markings	-	-	-	-	-	-	-
54747	Raised Pavement Marker Replacement	-	-	-	-	-	-	-
54748	Highway Lighting Maintenance	-	-	-	-	-	-	-
54749	Traffic Signals and Lights	30,000	4,000	23,000	15,500	5,500	-	78,000
	Total	117,000	57,500	101,250	53,000	15,000	-	343,750

Account # 05-120-XXX	Description	SR 408 East - West Expressway	SR 528 Beachline Expressway	SR 417 Greeneway Expressway	SR 429 Western Expressway	SR 414 John Land Apopka Expressway	SR 451	FY Total
	G. Vegetation and Aesthetics							
54759	Aquatic	$ 25,450	$ 27,350	$ 109,700	$ 39,100	$ 8,250	$ -	$ 209,850
54760	Mowing	-	-	-	-	-	-	-
54761	Wildflowers	-	-	-	-	-	-	-
54762	Fertilizing	-	-	-	-	-	-	-
54764	Tree Trimming and Removal	-	-	-	-	-	-	-
54766	Chemical Weed and Grass Control	-	-	-	-	-	-	-
54768	Graffiti Removal	-	-	-	-	-	-	-
54769	Roadside Litter Removal	-	-	-	-	-	-	-
	Total	25,450	27,350	109,700	39,100	8,250	-	209,850
	H. Other Maintenance							
54770	Emergency Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
54772	Railroad Crossing Maintenance	-	-	-	-	-	-	-
55700	Contingency	10,000	10,000	10,000	10,000	5,000	5,000	50,000
58905	Insurance Proceeds	-	-	-	-	-	-	-
	Total	10,000	10,000	10,000	10,000	5,000	5,000	50,000
	IV. FDOT SERVICES							
	Total FDOT Services	$0	$0	$ -	$ -	$ -	$ -	$0
	Total	-	-	-	-	-	-	-
	Grand Total Roadway	**$ 2,636,750**	**$ 1,785,350**	**$ 2,392,650**	**$ 2,629,800**	**$ 587,550**	**$ 5,000**	**$ 9,936,100**

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: 408 - 408**

05-120-408-54702 **Roadway and Bridges Maintenance**	**Account Budget:**	**$1,150,000**
Jorgensen Contract Services (JCS) (000761) - NTP 7/1/11 (5 year term w/ one 5 year renewal)		1,150,000
05-120-408-54704 **Landscape Maintenance Service**	**Account Budget:**	**$1,155,300**
Groundtek of Central Florida (000965) - NTP 11/15/13 (3 year term w/ 2 one year renewals)		1,155,300
05-120-408-54731 **Bridge Inspection**	**Account Budget:**	**$78,000**
Inspection of all LPA & Non-LPA Bridges.		78,000
05-120-408-54741 **Sign Maintenance/Inspection**	**Account Budget:**	**$77,000**
Ayers Associates, Inc (000988) - Systemwide Overhead Sign Inspection Services. (110 signs due this FY) Transcore (000720) - Single line DMS Maintenance		77,000
05-120-408-54742 **Temporary Barricades and Message Signs**	**Account Budget:**	**$10,000**
Systemwide traffic control devices.		10,000
05-120-408-54749 **Traffic Signals and Lights**	**Account Budget:**	**$30,000**
Traffic Signal Maintenance Agreement 000286 - Orange County Traffic Signal Maintenance Agreement (# TBD) - City of Orlando		30,000
05-120-408-54759 **Aquatic Maintenance**	**Account Budget:**	**$25,450**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)		25,450
05-120-408-55700 **Contingency**	**Account Budget:**	**$10,000**
For any unanticipated maintenance costs on SR 408.		10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: 414 - 414**

05-120-414-54702	**Roadway and Bridges Maintenance**	**Account Budget:**	**$444,000**
Infrastructure Corporation of America (ICA) - NTP 7/1/10 (5 year term w/ five 1 year renewals)			444,000
05-120-414-54704	**Landscape Maintenance Service**	**Account Budget:**	**$109,300**
Commercial Companies (001050) - NTP 11/2/14 (3 year term w/ 2 one year renewals)			109,300
05-120-414-54731	**Bridge Inspection**	**Account Budget:**	**$6,000**
Inspection of all LPA & Non-LPA Bridges			6,000
05-120-414-54741	**Sign Maintenance/Inspection**	**Account Budget:**	**$9,500**
Systemwide Overhead Sign Inspection Services. Transcore (000720) - Single line DMS Maintenance.			9,500
05-120-414-54749	**Traffic Signals and Lights**	**Account Budget:**	**$5,500**
Traffic Signal Maintenance Agreement 000286 - Orange County			5,500
05-120-414-54759	**Aquatic Maintenance**	**Account Budget:**	**$8,250**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)			8,250
05-120-414-55700	**Contingency**	**Account Budget:**	**$5,000**
For any unanticipated maintenance costs on SR 414.			5,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: 417 - 417**

05-120-417-54702	**Roadway and Bridges Maintenance**	**Account Budget:**	**$1,400,000**
Jorgensen Contract Services (JCS) (000761) - NTP 7/1/11 (5 year term w/ five 1 year renewals)			1,400,000
05-120-417-54704	**Landscape Maintenance Service**	**Account Budget:**	**$677,200**
Groundtek of Central Florida (000965) - NTP 11/15/13 (3 year term w/ 2 one year renewals)			677,200
05-120-417-54731	**Bridge Inspection**	**Account Budget:**	**$94,500**
Inspection of all LPA & Non-LPA Bridges.			94,500
05-120-417-54741	**Sign Maintenance/Inspection**	**Account Budget:**	**$78,250**
Systemwide Overhead Sign Inspection Services. Single line DMS Maintenance.			78,250
05-120-417-54749	**Traffic Signals and Lights**	**Account Budget:**	**$23,000**
Traffic Signal Maintenance Agreement 000286 - Orange County Traffic Signal Maintenance Agreement (# TBD) - City of Orlando			23,000
05-120-417-54759	**Aquatic Maintenance**	**Account Budget:**	**$109,700**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)			109,700
05-120-417-55700	**Contingency**	**Account Budget:**	**$10,000**
For any unanticipated maintenance costs on SR 417.			10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: 429 - 429**

05-120-429-54702	**Roadway and Bridges Maintenance**	**Account Budget:**	**$1,550,000**
Infrastructure Corporation of America (ICA) (000689) - NTP 7/1/10 (5 year term w/ five 1 year renewals)			1,550,000
05-120-429-54704	**Landscape Maintenance Service**	**Account Budget:**	**$943,200**
Commercial Companies (001050) - NTP 11/2/14 (3 year term w/ 2 one year renewals)			943,200
05-120-429-54731	**Bridge Inspection**	**Account Budget:**	**$34,500**
Inspection of all LPA & Non-LPA Bridges.			34,500
05-120-429-54741	**Sign Maintenance/Inspection**	**Account Budget:**	**$37,500**
Systemwide Overhead Sign Inspection Services. Single line DMS Maintenance.			37,500
05-120-429-54749	**Traffic Signals and Lights**	**Account Budget:**	**$15,500**
Traffic Signal Maintenance Agreement 000286 - Orange County			15,500
05-120-429-54759	**Aquatic Maintenance**	**Account Budget:**	**$39,100**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)			39,100
05-120-429-55700	**Contingency**	**Account Budget:**	**$10,000**
For any unanticipated maintenance costs on SR 429.			10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: 451 - 451**

05-120-451-55700	**Contingency**	**Account Budget:**	**$5,000**
For any unanticipated maintenance costs on SR 451.			5,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: 528 - 528**

05-120-528-54702	**Roadway and Bridges Maintenance**	**Account Budget:**	**$950,000**
Jorgensen Contract Services (JCS) (000761) - NTP 7/1/11 (5 year term w/ five 1 year renewals)			950,000
05-120-528-54704	**Landscape Maintenance Service**	**Account Budget:**	**$729,500**
Commercial Companies (001050) - NTP 11/2/14 (3 year term w/ 2 one year renewals)			729,500
05-120-528-54731	**Bridge Inspection**	**Account Budget:**	**$11,000**
Inspection of all LPA & Non-LPA Bridges.			11,000
05-120-528-54741	**Sign Maintenance/Inspection**	**Account Budget:**	**$53,500**
Systemwide Overhead Sign Inspection Services. Single line DMS Maintenance.			53,500
05-120-528-54749	**Traffic Signals and Lights**	**Account Budget:**	**$4,000**
Traffic Signal Maintenance Agreement 000286 - Orange County Traffic Signal Maintenance Agreement (# TBD) - City of Orlando			4,000
05-120-528-54759	**Aquatic Maintenance**	**Account Budget:**	**$27,350**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)			27,350
05-120-528-55700	**Contingency**	**Account Budget:**	**$10,000**
For any unanticipated maintenance costs on SR 528.			10,000

ADMINISTRATION

Central Florida Expressway Authority
Administration Fund - Summary

	2014 Year-end Actual	2015 Original Budget	2015 Budget Amendments	2015 Restated Budget	Projected Year-end Actual	**2016 Annual Budget**	% Inc (Decr) over 2015 Restated
General (610)	$ 489,515	$ 564,866	$ -	$ 564,866	$ 551,075	**$ 561,829**	-1%
525 Magnolia (615)	17,282	20,341	-	20,341	21,946	**23,276**	14%
Executive (620)	1,036,309	1,266,075	-	1,266,075	935,913	**1,394,008**	10%
Plans Production* (623)	279,823	301,508	-	301,508	300,858	**301,508**	0%
Legal (625)	423,247	618,547	-	618,547	732,443	**805,263**	30%
Accounting (630)	1,429,488	1,709,445	-	1,709,445	1,450,305	**1,712,493**	0%
Procurement (640)	646,258	727,653	-	727,653	725,403	**718,678**	-1%
Human Resources (660)	138,421	193,705	-	193,705	157,337	**193,705**	0%
Supplier Diversity (665)	245,862	450,825	-	450,825	246,675	**450,225**	0%
Communications (670)	365,507	479,509	-	479,509	478,489	**495,489**	3%
Construction Administration* (685)	325,379	370,197	-	370,197	367,564	**371,159**	0%
Internal Audit (690)	287,850	389,000	-	389,000	389,000	**389,000**	0%
Total Administration Costs	5,684,941	7,091,671	-	7,091,671	6,357,008	**7,416,633**	5%

Capital Expenditures and Projects

Capital Expenditures							
General (610)	5,535	15,000	-	15,000	15,000	**15,000**	0%
Procurement (640)	9,943	-	-	-	-	-	
Communications (670)	-	30,000	-	30,000	-	**73,000**	143%
Construction Administration* (685)	-	15,000	-	15,000	15,000	**15,000**	0%
Total Capital Expenditures	15,478	60,000	-	60,000	30,000	**103,000**	72%
Projects							
General (610)	-	-	-	-	75,000	**7,500**	

* Construction Administration and Plans Production cost centers will be allocated to all construction in progress projects at the end of the year.

Central Florida Expressway Authority
Administration Activity - Total By Line Item

Description	2015 Annual Budget	2016 Annual Budget	Difference	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS				
Salaries & Wages	$ 3,052,841	$ 3,197,841	$ 145,000	4.7%
Social Security and Medicare	201,365	210,470	9,104	4.5%
Retirement Contributions -FRS	424,330	435,074	10,745	2.5%
Life and Health Insurance	686,673	706,804	20,130	2.9%
State Assessment	7,231	7,442	211	2.9%
Workers' Compensation	13,995	14,521	526	3.8%
Total Salaries & Benefits	4,386,435	4,572,151	185,716	4.2%
OTHER				
Professional Services	662,750	674,250	11,500	1.7%
Legal Fees	225,000	225,000	-	0.0%
Consultant Fees	254,000	330,721	76,721	30.2%
Auditing Fees	79,500	79,500	-	0.0%
Contract Personnel	390,000	390,000	-	0.0%
Travel	35,250	41,150	5,900	16.7%
Reimbursed Local Travel	5,400	6,975	1,575	29.2%
Gasoline	8,500	8,500	-	0.0%
Telephone Service	10,050	8,900	(1,150)	-11.4%
Postage and Delivery	5,900	5,000	(900)	-15.3%
Printing	13,300	13,000	(300)	-2.3%
Annual Report	25,000	25,000	-	0.0%
Utilities	246,750	246,750	-	0.0%
Leases - Equipment	29,666	30,761	1,095	3.7%
Records Management	30,500	30,300	(200)	-0.7%
Insurance	92,431	84,075	(8,356)	-9.0%
Repairs & Maint. - Equipment	12,475	13,475	1,000	8.0%
Support & Maint. - Software	86,664	89,717	3,053	3.5%
Repairs & Maint. - Software and Hardware	6,500	6,500	-	0.0%
Facilities Maintenance	122,000	122,000	-	0.0%
Repairs & Maint. - Vehicles	4,000	3,500	(500)	-12.5%
Landscape Maintenance Service	35,000	37,000	2,000	5.7%
Board Meeting Broadcasting	20,520	16,000	(4,520)	-22.0%
Photography	2,200	2,200	-	0.0%
Displays	3,000	-	(3,000)	-100.0%
Graphic Production Services	10,000	10,000	-	0.0%
Promotional Items	1,000	1,000	-	0.0%
Advertising and Legal Notices	7,000	7,500	500	7.1%
Bank Fees	27,250	27,250	-	0.0%
Security	1,000	1,000	-	0.0%
Special Events	11,500	14,500	3,000	26.1%
Miscellaneous Expense	13,000	8,000	(5,000)	-38.5%
Office Supplies	35,900	41,150	5,250	14.6%
Office Expense - Other	21,800	22,700	900	4.1%
Software Expense	5,000	7,000	2,000	40.0%
Dues and Subscriptions	111,280	161,858	50,578	45.5%
Seminars and Conferences	24,150	22,250	(1,900)	-7.9%
Staff Training and Education	30,000	30,000	-	0.0%
Total Other:	2,705,236	2,844,482	139,246	5.1%
TOTAL	7,091,671	7,416,633	324,962	4.6%
CAPITAL EXPENDITURES				
General Equipment	20,000	20,000	-	0.0%
Furniture	10,000	10,000	-	0.0%
Software	30,000	73,000	43,000	143.3%
Total Capital Expenditures:	60,000	103,000	43,000	71.7%
PROJECTS	-	7,500	7,500	

General

Central Florida Expressway Authority
Administrative Fund - General
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
OTHER								
05-130-610-54020	Gasoline	$ 788	$ 1,000	$ 750	-25%	$ **1,000**	33%	0%
05-130-610-54130	Postage and Delivery	5,947	5,900	4,800	-19%	**5,000**	4%	-15%
05-130-610-54200	Printing	-	300	900	200%	**1,500**	67%	400%
05-130-610-54300	Utilities	215,845	246,750	246,750	0%	**246,750**	0%	0%
05-130-610-54430	Leases - Equipment	25,840	29,666	29,666	0%	**30,761**	4%	4%
05-130-610-54440	Records Management	869	500	900	80%	**300**	-67%	-40%
05-130-610-54500	Insurance	76,011	86,250	70,809	-18%	**78,418**	11%	-9%
05-130-610-54610	Repairs & Maint. - Equipment	1,110	10,000	10,000	0%	**10,000**	0%	0%
05-130-610-54620	Repairs & Maint. - Software and Hardware	4,944	6,500	6,500	0%	**6,500**	0%	0%
05-130-610-54630	Facilities Maintenance	115,303	120,000	120,000	0%	**120,000**	0%	0%
05-130-610-54650	Repairs & Maint. - Vehicles	237	2,000	2,000	0%	**1,500**	-25%	-25%
05-130-610-54704	Landscape Maintenance Service	30,042	35,000	35,000	0%	**37,000**	6%	6%
05-130-610-54930	Security	275	1,000	1,000	0%	**1,000**	0%	0%
05-130-610-54990	Miscellaneous Expense	-	5,000	5,000	0%	**5,000**	0%	0%
05-130-610-55100	Office Supplies	5,043	5,000	7,000	40%	**7,100**	1%	42%
05-130-610-55110	Office Expense - Other	7,261	10,000	10,000	0%	**10,000**	0%	0%
	Total Other:	489,515	564,866	551,075	-2%	**561,829**	2%	-1%
CAPITAL EXPENDITURES								
05-130-610-56400	General Equipment	5,535	10,000	10,000	0%	**10,000**	0%	0%
05-130-610-56405	Furniture	-	5,000	5,000	0%	**5,000**	0%	0%
	Total Capital Expenditures:	5,535	15,000	15,000	0%	**15,000**	0%	0%
PROJECTS								
05-130-611-58019	CFX Transition Costs	-	-	75,000		**7,500**	-90%	
	TOTAL	495,050	579,866	641,075	11%	**584,329**	-9%	1%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: General - 610**

05-130-610-54020	**Gasoline**	**Account Budget:**	**$1,000**
To cover the cost of gasoline needed for Authority pool vehicles. (Camry & Hyundai)			1,000
05-130-610-54130	**Postage and Delivery**	**Account Budget:**	**$5,000**
Basic postage and delivery for administration building.			5,000
05-130-610-54200	**Printing**	**Account Budget:**	**$1,500**
Basic printing needs for the administration building for items such as stationary et al.			1,500
05-130-610-54300	**Utilities**	**Account Budget:**	**$246,750**
General HQ utility costs such as Bright House, Waste Management, OUC and non-ad valorem assessments.			246,750
05-130-610-54430	**Leases - Equipment**	**Account Budget:**	**$30,761**
Copiers for administration building.			30,761
05-130-610-54440	**Records Management**	**Account Budget:**	**$300**
For document destruction.			300
05-130-610-54500	**Insurance**	**Account Budget:**	**$78,418**
General liability for the CFX, automobile for the pooled vehicles, and property insurance for the administration building.			78,418
05-130-610-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$10,000**
To cover various equipment R&M costs associated the administration building such as the Automated External Defibrillator (PSS World Med) and Board Room equipment.			10,000
05-130-610-54620	**Repairs & Maint. - Software and Hardware**	**Account Budget:**	**$6,500**
To cover software/hardware R&M costs associated with the administration building such as the annual maintenance for the Security Access Control System and preventative software maintenance for the HVAC (MC2).			6,500
05-130-610-54630	**Facilities Maintenance**	**Account Budget:**	**$120,000**
Covers various services required to maintain the administration building such as the Facilities Maintenance Contract (ICA), Interior Plant Services (Green Thumb), and miscellaneous locksmith services.			120,000
05-130-610-54650	**Repairs & Maint. - Vehicles**	**Account Budget:**	**$1,500**
R&M for Authority pool vehicles.			1,500
05-130-610-54704	**Landscape Maintenance Service**	**Account Budget:**	**$37,000**
Landscape Maintenance Services for the administration building.			37,000
05-130-610-54930	**Security**	**Account Budget:**	**$1,000**
Misc. security related costs.			1,000
05-130-610-54990	**Miscellaneous Expense**	**Account Budget:**	**$5,000**
Used to cover any item not covered under any other category.			5,000
05-130-610-55100	**Office Supplies**	**Account Budget:**	**$7,100**
Basic office supplies for administration building.			7,100
05-130-610-55110	**Office Expense - Other**	**Account Budget:**	**$10,000**
Equipment purchases under $5,000 for the administration building.			10,000
05-130-610-56400	**General Equipment**	**Account Budget:**	**$10,000**
Equipment purchases over $5,000 for the administration building for equipment.			10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: General - 610**

05-130-610-56405	**Furniture**	**Account Budget:**	**$5,000**
Miscellaneous furniture needs.			5,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: General Projects - 611**

05-130-611-58019	**CFX Transition Costs**	**Account Budget:**	**$7,500**
For potential logo redesign to replace emblems of various sizes and materials throughout CFX headquarters.			7,500

525 South Magnolia

Central Florida Expressway Authority
Administrative Fund - 525 Magnolia
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
OTHER								
05-130-615-53100	Professional Services	$ -	$ 250	$ 250	0%	**$ 250**	0%	0%
05-130-615-53110	Consultant Fees	12,788	13,000	14,605	12%	**16,421**	12%	26%
05-130-615-54500	Insurance	4,494	5,091	5,091	0%	**4,605**	-10%	-10%
05-130-615-54630	Facilities Maintenance	-	2,000	2,000	0%	**2,000**	0%	0%
	TOTAL	17,282	20,341	21,946	8%	**23,276**	6%	14%
OFFSETTING REVENUES								
05-100-000-33600	Misc. Revenue - Rent	(215,659)	(243,405)	(243,405)	0%	**(262,323)**	8%	8%
	NET TOTAL COST TO CFX	(198,377)	(223,064)	(221,459)		**(239,047)**	8%	7%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: 525 Magnolia - 615**

05-130-615-53100	**Professional Services**	**Account Budget:**	**$250**
To be used for various services such as structural engineering or architectural.			250
05-130-615-53110	**Consultant Fees**	**Account Budget:**	**$16,421**
This is for the amortization of the deferred commission on the 525 South Magnolia building.			16,421
05-130-615-54500	**Insurance**	**Account Budget:**	**$4,605**
For the 525 South Magnolia building's share of the property insurance premium which is for the building structure and minor contents.			4,605
05-130-615-54630	**Facilities Maintenance**	**Account Budget:**	**$2,000**
Facilities maintenance for the roof and exterior only.			2,000

Executive

Central Florida Expressway Authority
Administrative Fund - Executive
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-130-620-51200	Salaries & Wages	$ 598,456	$ 753,688	$ 504,658	-33%	**$ 753,688**	49%	0%
05-130-620-52100	Social Security & Medicare	29,651	38,505	25,150	-35%	**38,505**	53%	0%
05-130-620-52200	Retirement Contributions	11,061	-	-		-		
05-130-620-52210	Retirement Contributions -FRS	79,652	145,035	92,474	-36%	**145,035**	57%	0%
05-130-620-52300	Life and Health Insurance	81,325	100,766	78,545	-22%	**100,766**	28%	0%
05-130-620-52310	State Assessment	632	1,056	548	-48%	**1,056**	93%	0%
05-130-620-52400	Workers' Compensation	705	3,100	2,976	-4%	**3,100**	4%	0%
	Total Salaries & Benefits:	801,482	1,042,150	704,351	-32%	**1,042,150**	48%	0%
OTHER								
05-130-620-53105	Legal Fees	-	-	600		-		
05-130-620-53110	Consultant Fees	125,000	127,500	130,337	2%	**197,500**	52%	55%
05-130-620-54010	Travel	6,559	8,000	5,500	-31%	**8,900**	62%	11%
05-130-620-54012	Reimbursed Local Travel	468	650	300	-54%	**650**	117%	0%
05-130-620-54110	Telephone Service	569	800	600	-25%	-	-100%	-100%
05-130-620-54130	Postage and Delivery	(14)	-	-		-		
05-130-620-54200	Printing	102	100	100	0%	**100**	0%	0%
05-130-620-54950	Special Events	-	-	5,000		**5,000**	0%	
05-130-620-55100	Office Supplies	4,319	5,200	7,330	41%	**6,000**	-18%	15%
05-130-620-55110	Office Expense - Other	300	1,000	2,500	150%	**2,500**	0%	150%
05-130-620-55400	Dues & Subscriptions	96,374	77,675	77,995	0%	**128,208**	64%	65%
05-130-620-55420	Seminars and Conferences	1,150	3,000	1,300	-57%	**3,000**	131%	0%
	Total Other:	234,827	223,925	231,562	3%	**351,858**	52%	57%
	TOTAL	1,036,309	1,266,075	935,913	-26%	**1,394,008**	49%	10%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Executive - 620**

05-130-620-53110 Consultant Fees	**Account Budget:**	**$197,500**
Legislative consultants, Southern Strategy Group.		127,500
Federal legistative consultants.		70,000
05-130-620-54010 Travel	**Account Budget:**	**$8,900**
Misc. travel as needed.		8,900
05-130-620-54012 Reimbursed Local Travel	**Account Budget:**	**$650**
Local mileage, parking, etc.		650
05-130-620-54200 Printing	**Account Budget:**	**$100**
Misc. printing		100
05-130-620-54950 Special Events	**Account Budget:**	**$5,000**
Special events as needed.		5,000
05-130-620-55100 Office Supplies	**Account Budget:**	**$6,000**
Expenses such as plaques, calendars, and office supplies for Executive Director, both Deputy Executive Directors, and administrative assistant.		6,000
05-130-620-55110 Office Expense - Other	**Account Budget:**	**$2,500**
Miscellaneous purchases that may be necessary.		2,500
05-130-620-55400 Dues and Subscriptions	**Account Budget:**	**$128,208**
Metroplan		25,000
Foundation for Building a Better Community (Orlando Chamber of Commerce)		17,500
Team FL		2,000
ITS America		3,250
Florida Engineering Society for Deputy Executive Director		350
Florida Department of Economic Opportunity - Annual Fee for Special Districts		175
IBTTA		28,000
Orlando Regional Chamber of Commerce		1,400
Apopka Area Chamber of Commerce		175
Orlando Sentinel		358
Economic Development Commission.		50,000
05-130-620-55420 Seminars and Conferences	**Account Budget:**	**$3,000**
Seminars and Conferences which may include IBTTA, Florida Engineering Society Annual Conference, or others.		3,000

Plans Production

Central Florida Expressway Authority
Plans Production
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-130-623-51200	Salaries & Wages	$ 191,780	$ 202,562	$ 202,562	0%	**$ 202,562**	0%	0%
05-130-623-52100	Social Security and Medicare	12,818	13,077	13,077	0%	**13,077**	0%	0%
05-130-623-52210	Retirement Contributions -FRS	29,879	35,932	35,932	0%	**35,932**	0%	0%
05-130-623-52300	Life and Health Insurance	39,574	41,865	41,865	0%	**41,865**	0%	0%
05-130-623-52310	State Assessment	583	443	443	0%	**443**	0%	0%
05-130-623-52400	Workers' Compensation	258	804	804	0%	**804**	0%	0%
	Total Salaires & Benefits:	274,892	294,683	294,683	0%	**294,683**	0%	0%
OTHER								
05-130-623-54010	Travel	1,097	1,250	1,250	0%	**1,250**	0%	0%
05-130-623-54012	Reimbursed Local Travel	2,081	1,750	1,550	-11%	**1,750**	13%	0%
05-130-623-54200	Printing	36	100	50	-50%	**100**	100%	0%
05-130-623-54610	Repairs & Maint. - Equipment	-	75	75	0%	**75**	0%	0%
05-130-623-55100	Office Supplies	867	900	900	0%	**1,000**	11%	11%
05-130-623-55110	Office Expense - Other	-	1,000	600	-40%	**900**	50%	-10%
05-130-623-55400	Dues and Subscriptions	345	500	500	0%	**500**	0%	0%
05-130-623-55420	Seminars and Conferences	505	1,250	1,250	0%	**1,250**	0%	0%
	Total Other:	4,931	6,825	6,175	-10%	**6,825**	11%	0%
	TOTAL	279,823	301,508	300,858	0%	**301,508**	0%	0%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Plans Production - 623**

05-130-623-54010	**Travel**	**Account Budget:**	**$1,250**
Various travel needs for professional development seminars/conferences (Florida Engineering Society Annual Meeting and TEAMFL Meetings)			1,250
05-130-623-54012	**Reimbursed Local Travel**	**Account Budget:**	**$1,750**
Mileage and tolls for in town travel as needed			1,750
05-130-623-54200	**Printing**	**Account Budget:**	**$100**
Various printing as needed			100
05-130-623-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$75**
R&M as needed			75
05-130-623-55100	**Office Supplies**	**Account Budget:**	**$1,000**
Basic supplies			1,000
05-130-623-55110	**Office Expense - Other**	**Account Budget:**	**$900**
Furniture etc. under $5,000			900
05-130-623-55400	**Dues and Subscriptions**	**Account Budget:**	**$500**
Dues and subscriptions as needed. Florida Engineering Society, American Society of Civil Engineers, Institute of Transportation Engineers, American Society of Highway Engineers.			500
05-130-623-55420	**Seminars and Conferences**	**Account Budget:**	**$1,250**
Professional development seminars and conferences (Florida Engineering Society Annual Meeting, TEAMFL).			1,250

Legal

Central Florida Expressway Authority
Administration Fund - Legal
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-130-625-51200	Salaries & Wages	$ 251,023	$ 262,360	$ 352,439	34%	**$ 407,360**	16%	55%
05-130-625-52100	Social Security and Medicare	14,181	14,337	21,824	52%	**23,441**	7%	64%
05-130-625-52210	Retirement Contributions -FRS	40,200	47,725	53,663	12%	**58,470**	9%	23%
05-130-625-52300	Life and Health Insurance	38,104	40,150	47,589	19%	**60,280**	27%	50%
05-130-625-52310	State Assessment	326	422	422	0%	**633**	50%	50%
05-130-625-52400	Workers' Compensation	317	1,053	1,206	15%	**1,579**	31%	50%
	Total Salaires & Benefits:	344,151	366,047	477,143	30%	**551,763**	16%	51%
OTHER								
05-130-625-53100	Professional Services	6,552	12,000	23,000	92%	**12,000**	-48%	0%
05-130-625-53105	Legal Fees	64,664	225,000	220,000	-2%	**225,000**	2%	0%
05-130-625-54010	Travel	725	2,000	200	-90%	**2,000**	900%	0%
05-130-625-54012	Reimbursed Local Travel	79	500	200	-60%	**500**	150%	0%
05-130-625-54110	Telephone Service	-	750	300	-60%	**750**	150%	0%
05-130-625-54200	Printing	-	750	100	-87%	**750**	650%	0%
05-130-625-54610	Repairs & Maint. - Equipment	-	500	200	-60%	**500**	150%	0%
05-130-625-55100	Office Supplies	3,179	4,000	4,000	0%	**4,000**	0%	0%
05-130-625-55110	Office Expense - Other	552	1,000	4,000	300%	**1,000**	-75%	0%
05-130-625-55400	Dues and Subscriptions	2,950	4,000	3,000	-25%	**5,000**	67%	25%
05-130-625-55420	Seminars and Conferences	395	2,000	300	-85%	**2,000**	567%	0%
	Total Other:	79,096	252,500	255,300	1%	**253,500**	-1%	0%
	TOTAL	423,247	618,547	732,443	18%	**805,263**	10%	30%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Legal - 625**

05-130-625-53100	**Professional Services**	**Account Budget:**	**$12,000**
For services such as experts, appraisers, court reporters etc.			12,000
05-130-625-53105	**Legal Fees**	**Account Budget:**	**$225,000**
Legal Fees			225,000
05-130-625-54010	**Travel**	**Account Budget:**	**$2,000**
Travel.			2,000
05-130-625-54012	**Reimbursed Local Travel**	**Account Budget:**	**$500**
Travel reimbursement.			500
05-130-625-54110	**Telephone Service**	**Account Budget:**	**$750**
Telephone service.			750
05-130-625-54200	**Printing**	**Account Budget:**	**$750**
Printing			750
05-130-625-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$500**
Repairs & maintenance of equipment			500
05-130-625-55100	**Office Supplies**	**Account Budget:**	**$4,000**
Office supplies.			4,000
05-130-625-55110	**Office Expense - Other**	**Account Budget:**	**$1,000**
Office expense - other.			1,000
05-130-625-55400	**Dues and Subscriptions**	**Account Budget:**	**$5,000**
Slight increase due to dues two attorneys dues to Florida Bar and two attorney subscription to Westlaw, The Florida Bar News, etc.			5,000
05-130-625-55420	**Seminars and Conferences**	**Account Budget:**	**$2,000**
Seminars and conferences.			2,000

Accounting

Central Florida Expressway Authority
Administration Fund - Accounting
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-130-630-51200	Salaries & Wages	$ 638,941	$ 819,379	$ 661,560	-19%	**$ 819,379**	24%	0%
05-130-630-52100	Social Security and Medicare	48,943	59,182	48,926	-17%	**59,182**	21%	0%
05-130-630-52210	Retirement Contributions -FRS	47,018	84,040	49,424	-41%	**84,040**	70%	0%
05-130-630-52300	Life and Health Insurance	165,346	237,870	171,124	-28%	**237,870**	39%	0%
05-130-630-52310	State Assessment	1,431	2,481	1,487	-40%	**2,481**	67%	0%
05-130-630-52400	Workers' Compensation	1,692	3,074	3,032	-1%	**3,074**	1%	0%
	Total Salaries & Benefits	903,371	1,206,026	935,553	-22%	**1,206,026**	29%	0%
OTHER								
05-130-630-53100	Professional Services	227,231	279,500	279,500	0%	**279,500**	0%	0%
05-130-630-53200	Auditing Fees	90,500	79,500	79,500	0%	**79,500**	0%	0%
05-130-630-53410	Contract Personnel	89,936	1,000	6,400	540%	**1,000**	-84%	0%
05-130-630-54010	Travel	1,590	7,000	2,000	-71%	**7,000**	250%	0%
05-130-630-54012	Reimbursed Local Travel	333	400	250	-38%	**400**	60%	0%
05-130-630-54110	Telephone Service	533	1,100	432	-61%	**1,100**	155%	0%
05-130-630-54200	Printing	-	800	200	-75%	**400**	100%	-50%
05-130-630-54440	Records Management	-	-	15,575		**-**	-100%	
05-130-630-54610	Repairs & Maint. - Equipment	-	1,000	300	-70%	**600**	100%	-40%
05-130-630-54617	Support & Maint. - Software	81,375	86,664	85,445	-1%	**89,717**	5%	4%
05-130-630-54920	Bank Fees	22,113	27,250	27,250	0%	**27,250**	0%	0%
05-130-630-55100	Office Supplies	9,663	10,000	12,750	28%	**12,750**	0%	28%
05-130-630-55110	Office Expense - Other	-	2,500	500	-80%	**2,500**	400%	0%
05-130-630-55400	Dues and Subscriptions	1,130	2,705	1,750	-35%	**1,750**	0%	-35%
05-130-630-55420	Seminars and Conferences	1,713	4,000	2,900	-28%	**3,000**	3%	-25%
	Total Other:	526,117	503,419	514,752	2%	**506,467**	-2%	1%
	TOTAL	1,429,488	1,709,445	1,450,305	-15%	**1,712,493**	18%	0%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Accounting - 630**

05-130-630-53100 Professional Services	**Account Budget:**	**$279,500**
PFM - Financial Advisor		205,000
Bond Disclosure services - DAC		1,500
Arbitrage Calculations - PFM		15,000
Rating Agency Monitoring: - S&P $13,000 - Moody's $30,000 - Fitch $12,000 - Special requests $3,000		58,000
05-130-630-53200 Auditing Fees	**Account Budget:**	**$79,500**
Annual external audit		79,500
05-130-630-53410 Contract Personnel	**Account Budget:**	**$1,000**
Additional staffing to be used on an as needed basis		1,000
05-130-630-54010 Travel	**Account Budget:**	**$7,000**
Travel as required for CFO and additional Finance Department staff members. This includes conferences and bond issues.		7,000
05-130-630-54012 Reimbursed Local Travel	**Account Budget:**	**$400**
Mileage, parking and tolls for local travel		400
05-130-630-54110 Telephone Service	**Account Budget:**	**$1,100**
Cell phone service for CFO and air card for CFO's laptop.		1,100
05-130-630-54200 Printing	**Account Budget:**	**$400**
Printing of business cards and tabs for the monthly stat book.		400
05-130-630-54610 Repairs & Maint. - Equipment	**Account Budget:**	**$600**
Misc. repairs to office equipment.		600
05-130-630-54617 Support & Maint. -Software	**Account Budget:**	**$89,717**
Annual support for Accounting Software package. A 5% increase over prior year's actual is budgeted.		89,717
05-130-630-54920 Bank Fees	**Account Budget:**	**$27,250**
Annual Custodian Fee		2,000
Trustee Fee - 1990		1,250
Trustee Fee - 2007A		1,250
Trustee Fee - 2008B1-4		8,000
Trustee Fee - 2010A,B,C		3,750
Trustee Fee - 2012 and 2012A		2,500
Trustee Fee - 2013A,B,C		3,750
Escrow Fee		750
Tender Agent Fee - 2008B		4,000
05-130-630-55100 Office Supplies	**Account Budget:**	**$12,750**
Various office supplies		12,750
05-130-630-55110 Office Expense - Other	**Account Budget:**	**$2,500**
Other miscellaneous equipment or furniture as needed		2,500

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Accounting - 630**

05-130-630-55400	**Dues and Subscriptions**	**Account Budget:**	**$1,750**
Various memberships which may include GFOA, FGFOA or FICPA etc.			380
Various periodicals and publications			500
CPA certification for CFO and Assistant Manager of Accounting and Finance			220
CAFR application fee			600
Miscellaneous dues or subscriptions			50
05-130-630-55420	**Seminars and Conferences**	**Account Budget:**	**$3,000**
Seminars and Conferences as needed for CPE purposes			3,000

Procurement

Central Florida Expressway Authority
Administration Fund - Procurement
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-130-640-51200	Salaries & Wages	$ 370,440	$ 392,925	$ 392,925	0%	**$ 392,925**	0%	0%
05-130-640-52100	Social Security and Medicare	28,465	30,059	30,059	0%	**30,059**	0%	0%
05-130-640-52210	Retirement Contributions -FRS	38,040	44,614	44,614	0%	**44,614**	0%	0%
05-130-640-52300	Life and Health Insurance	103,444	118,868	118,868	0%	**118,868**	0%	0%
05-130-640-52310	State Assessment	883	1,267	1,267	0%	**1,267**	0%	0%
05-130-640-52400	Workers' Compensation	811	1,170	1,170	0%	**1,170**	0%	0%
	Total Salaries & Benefits:	542,083	588,903	588,903	0%	**588,903**	0%	0%
OTHER								
05-130-640-53100	Professional Services	63,577	90,000	90,000	0%	**75,000**	-17%	-17%
05-130-640-53110	Consultant Fees	-	1,500	2,800	87%	**4,800**	71%	220%
05-130-640-54010	Travel	1,761	2,000	1,850	-8%	**5,000**		150%
05-130-640-54012	Reimbursed Local Travel	90	200	25	-88%	**25**	0%	-88%
05-130-640-54200	Printing	51	250	250	0%	**150**	-40%	-40%
05-130-640-54440	Records Management	23,433	30,000	30,000	0%	**30,000**	0%	0%
05-130-640-54610	Repairs & Maint. - Equipment	-	100	75	-25%	**1,500**		1400%
05-130-640-54910	Advertising and Legal Notices	4,646	5,000	5,000	0%	**5,000**	0%	0%
05-130-640-55100	Office Supplies	2,537	3,000	4,000	33%	**3,000**	-25%	0%
05-130-640-55110	Office Expense - Other	4,099	1,000	-	-100%	**500**		-50%
05-130-640-55400	Dues and Subscriptions	2,334	1,800	1,400	-22%	**1,800**	29%	0%
05-130-640-55420	Seminars and Conferences	1,647	3,900	1,100	-72%	**3,000**	173%	-23%
	Total Other:	104,175	138,750	136,500	-2%	**129,775**	-5%	-6%
	Subtotal Salaries, Benefits, & Other	646,258	727,653	725,403	0%	**718,678**	-1%	-1%
CAPITAL EXPENDITURES								
05-130-640-56400	General Equipment	9,943	-	-		-		
	Total Capital Expenditures:	9,943	-	-		-		
	TOTAL	656,201	727,653	725,403	0%	**718,678**	-1%	-1%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Procurement - 640**

05-130-640-53100 Professional Services	**Account Budget:**	**$75,000**
Funds needed to continue current contract with a Records Management firm to microfilm CFX records in accordance with the Records Management Plan. Estimate 500,000 images to be microfilmed during the fiscal year.		75,000
05-130-640-53110 Consultant Fees	**Account Budget:**	**$4,800**
Make modifications to "Access" data base software for Records Management including adding data entry fields, improving report results and improving overall efficiency and usefulness of software.		4,800
05-130-640-54010 Travel	**Account Budget:**	**$5,000**
Travel to conferences, training, recertification seminars, etc.		5,000
05-130-640-54012 Reimbursed Local Travel	**Account Budget:**	**$25**
Mileage allowed for local travel.		25
05-130-640-54200 Printing	**Account Budget:**	**$150**
Printing various documents (bid documents, contracts, etc.)		150
05-130-640-54440 Records Management	**Account Budget:**	**$30,000**
Off site storage, retrieval and destruction of Authority documents.		30,000
05-130-640-54610 Repairs & Maint. - Equipment	**Account Budget:**	**$1,500**
Maintenance agreement for scanner, repairs for printers, etc.		1,500
05-130-640-54910 Advertising and Legal Notices	**Account Budget:**	**$5,000**
Advertising for bids, RFPs, etc.		5,000
05-130-640-55100 Office Supplies	**Account Budget:**	**$3,000**
Misc. office supples, toner, paper, etc.		3,000
05-130-640-55110 Office Expense - Other	**Account Budget:**	**$500**
Miscellaneous office needs.		500
05-130-640-55400 Dues and Subscriptions	**Account Budget:**	**$1,800**
Dues for staff members in professional organizations and subscriptions to trade publications.		1,800
05-130-640-55420 Seminars and Conferences	**Account Budget:**	**$3,000**
Fees for seminars and conferences attended by staff for professional development.		3,000

Human Resources

Central Florida Expressway Authority
Administrative Fund - Human Resources
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-130-660-51200	Salaries & Wages	$ 72,100	$ 76,491	$ 76,491	0%	**$ 76,491**	0%	0%
05-130-660-52100	Social Security and Medicare	5,608	5,852	5,852	0%	**5,852**	0%	0%
05-130-660-52210	Retirement Contributions -FRS	5,029	5,668	5,668	0%	**5,668**	0%	0%
05-130-660-52300	Life and Health Insurance	18,645	19,855	19,855	0%	**19,855**	0%	0%
05-130-660-52310	State Assessment	92	211	211	0%	**211**	0%	0%
05-130-660-52400	Workers' Compensation	141	228	228	0%	**228**	0%	0%
	Total Salaries & Benefits:	101,615	108,305	108,305	0%	**108,305**	0%	0%
OTHER								
05-130-660-53100	Professional Services	2,008	2,500	2,500	0%	**2,500**	0%	0%
05-130-660-53105	Legal Fees	-	-	32		**-**	-100%	
05-130-660-53110	Consultant Fees	24,470	37,000	30,000	-19%	**37,000**	23%	0%
05-130-660-54010	Travel	236	2,000	500	-75%	**2,000**	300%	0%
05-130-660-54012	Reimbursed Local Travel	-	200	50	-75%	**200**	300%	0%
05-130-660-54200	Printing	-	500	100	-80%	**500**	400%	0%
05-130-660-54610	Repairs & Maint. - Equipment	-	400	100	-75%	**400**	300%	0%
05-130-660-54910	Advertising and Legal Notices	890	2,000	2,500	25%	**2,500**	0%	25%
05-130-660-54950	Special Events	2,204	1,000	1,000	0%	**1,000**	0%	0%
05-130-660-55100	Office Supplies	236	1,500	650	-57%	**1,000**	54%	-33%
05-130-660-55110	Office Supplies - Other	-	300	100	-67%	**300**	200%	0%
05-130-660-55400	Dues & Subscriptions	560	6,000	1,000	-83%	**6,000**	500%	0%
05-130-660-55420	Seminars and Conferences	210	2,000	500	-75%	**2,000**	300%	0%
05-130-660-55430	Staff Training and Education	5,992	30,000	10,000	-67%	**30,000**	200%	0%
	Total Other:	36,806	85,400	49,032	-43%	**85,400**	74%	0%
	TOTAL	138,421	193,705	157,337	-19%	**193,705**	23%	0%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Human Resources - 660**

05-130-660-53100	**Professional Services**	**Account Budget:**	**$2,500**
Employee Assistance Program and employee background checks cost.			2,500
05-130-660-53110	**Consultant Fees**	**Account Budget:**	**$37,000**
Benefit Consultant Group and Work place training as required by HR for $12,000. Consultant fees for recruitment process of Executive Director replacement for $25,000.			37,000
05-130-660-54010	**Travel**	**Account Budget:**	**$2,000**
Attendance for EAF Conference, HR Workshops, SHRM conference.			2,000
05-130-660-54012	**Reimbursed Local Travel**	**Account Budget:**	**$200**
Local attendance of meetings in Orlando area.			200
05-130-660-54200	**Printing**	**Account Budget:**	**$500**
Miscellaneous document printing ie. handbooks.			500
05-130-660-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$400**
Scanner and Printer repair as required or replacement.			400
05-130-660-54910	**Advertising and Legal Notices**	**Account Budget:**	**$2,500**
This item will be used for advertising costs associated with recruiting activities placing legal notices. These include print media ads in the newspaper, job postings on the internet, and with industry related associations.			2,500
05-130-660-54950	**Special Events**	**Account Budget:**	**$1,000**
Employee Recognition Program.			1,000
05-130-660-55100	**Office Supplies**	**Account Budget:**	**$1,000**
Printer cartriges, paper, file folders, misc. office suppplies.			1,000
05-130-660-55110	**Office Expense - Other**	**Account Budget:**	**$300**
Printer replacement if needed.			300
05-130-660-55400	**Dues and Subscriptions**	**Account Budget:**	**$6,000**
Dues for each employee access to Success Factors. EAF, SHRM membership. One time Set up for Success Factors			6,000
05-130-660-55420	**Seminars and Conferences**	**Account Budget:**	**$2,000**
HR seminars, Professional Courses, Industry Conferences.			2,000
05-130-660-55430	**Staff Training and Education**	**Account Budget:**	**$30,000**
Tuition Reimbursement $25,000 Leadership Orlando $3,500 Specialized Training $1,500			30,000

Supplier Diversity

Central Florida Expressway Authority
Administrive Fund - Supplier Diversity
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-130-665-51200	Salaries & Wages	$ 94,126	$ 98,345	$ 98,345	0%	**$ 98,345**	0%	0%
05-130-665-52100	Social Security and Medicare	7,079	7,523	7,523	0%	**7,523**	0%	0%
05-130-665-52210	Retirement Contributions - FRS	17,389	20,830	20,830	0%	**20,830**	0%	0%
05-130-665-52300	Life and Health Insurance	18,115	19,943	19,943	0%	**19,943**	0%	0%
05-130-665-52310	State Assessment	206	211	211	0%	**211**	0%	0%
05-130-665-52400	Workers' Compensation	141	423	423	0%	**423**	0%	0%
	Total Salaries & Benefits:	137,056	147,275	147,275	0%	**147,275**	0%	0%
OTHER								
05-130-665-53100	Professional Services	90,410	200,000	63,000	-69%	**200,000**	217%	0%
05-130-665-53110	Consultant Fees	1,769	75,000	15,000	-80%	**75,000**	400%	0%
05-130-665-54010	Travel	2,041	6,500	3,000	-54%	**7,500**	150%	15%
05-130-665-54012	Reimbursed Local Travel	119	500	100	-80%	**250**	150%	-50%
05-130-665-54110	Telephone Service	214	650	300	-54%	**300**	0%	-54%
05-130-665-54200	Printing	680	1,500	-	-100%	**500**		-67%
05-130-665-54910	Advertising and Legal Notices	125	-	-		**-**		
05-130-665-54950	Special Events	4,823	7,500	7,000	-7%	**7,000**	0%	-7%
05-130-665-55100	Office Supplies	14	300	200	-33%	**300**	50%	0%
05-130-665-55400	Dues & Subscriptions	6,644	8,600	8,000	-7%	**8,600**	8%	0%
05-130-665-55420	Seminars and Conferences	1,967	3,000	2,800	-7%	**3,500**	25%	17%
	Total Other:	108,806	303,550	99,400	-67%	**302,950**	205%	0%
	TOTAL	245,862	450,825	246,675	-45%	**450,225**	83%	0%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Supplier Diversity - 665**

05-130-665-53100 Professional Services	**Account Budget:**	**$200,000**
Disparity Study		100,000
Financial Management and Techincal Assistance Contract		100,000
05-130-665-53110 Consultant Fees	**Account Budget:**	**$75,000**
Supplier Diversity Management Consultant		55,000
Supplier Diversity Consultant i.e. reports, research		20,000
05-130-665-54010 Travel	**Account Budget:**	**$7,500**
Travel expenses to attend seminars, conferences and quarterly meeting including travel for federal DBE program		7,500
05-130-665-54012 Reimbursed Local Travel	**Account Budget:**	**$250**
Travel in Central Florida area as needed.		250
05-130-665-54110 Telephone Service	**Account Budget:**	**$300**
Cell Phone		300
05-130-665-54200 Printing	**Account Budget:**	**$500**
Printing cost associated with seminars and trade fairs		500
05-130-665-54950 Special Events	**Account Budget:**	**$7,000**
Supplier Diversity Advertising		4,000
Community engagement i.e expos and networking		3,000
05-130-665-55100 Office Supplies	**Account Budget:**	**$300**
Office Supplies		300
05-130-665-55400 Dues and Subscriptions	**Account Budget:**	**$8,600**
Asian American Chamber of Commerce		600
African American Chamber of Commerce		1,000
Hispanic Chamber of Commerce		600
Seminole County Chamber of Commerce		600
Central and North Florida Miniority Supplier Development Council		2,000
Central and North Florida National Association of Minority Contractors		1,500
Central Florida Partnership		190
Women in Transportation		200
Conference of Minority in Transportation Officials		200
Florida Association of Minority Officials		200
American Contract Compliance Association		500
Other Chamber of Commerce(s)		1,010
05-130-665-55420 Seminars and Conferences	**Account Budget:**	**$3,500**
Registration fees associated with seminars and conferences		3,500

Communications

Central Florida Expressway Authority
Administrative Fund - Communications
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-130-670-51200	Salaries & Wages	$ 194,410	$ 204,512	$ 204,512	0%	**$ 204,512**	0%	0%
05-130-670-52100	Social Security & Medicare	14,850	15,645	15,645	0%	**15,645**	0%	0%
05-130-670-52210	Retirement Contributions -FRS	13,559	15,154	15,154	0%	**15,154**	0%	0%
05-130-670-52300	Life and Health Insurance	43,308	59,466	59,466	0%	**59,466**	0%	0%
05-130-670-52310	State Assessment	439	633	633	0%	**633**	0%	0%
05-130-670-52400	Workers' Compensation	388	879	879	0%	**879**	0%	0%
	Total Salaries & Benefits:	266,954	296,289	296,289	0%	**296,289**	0%	0%
OTHER								
05-130-670-53100	Professional Services	58,761	78,500	107,000	36%	**105,000**	-2%	34%
05-130-670-54010	Travel	2,056	3,500	3,000	-14%	**3,500**	17%	0%
05-130-670-54012	Reimbursed Local Travel	400	1,000	1,500	50%	**3,000**	100%	200%
05-130-670-54110	Telephone Service	2,730	3,500	3,000	-14%	**3,500**	17%	0%
05-130-670-54200	Printing	753	8,500	8,500	0%	**8,500**	0%	0%
05-130-670-54220	Annual Report	11,430	25,000	15,000	-40%	**25,000**	67%	0%
05-130-670-54808	Board Meeting Broadcasting	9,720	20,520	15,000	-27%	**16,000**	7%	-22%
05-130-670-54834	Photography	2,063	2,200	2,000	-9%	**2,200**	10%	0%
05-130-670-54836	Displays	-	3,000	-	-100%	**-**		-100%
05-130-670-54840	Graphic Production Services	-	10,000	2,000	-80%	**10,000**	400%	0%
05-130-670-54850	Promotional Items	356	1,000	1,000	0%	**1,000**	0%	0%
05-130-670-54950	Special Events	2,983	3,000	700	-77%	**1,500**	114%	-50%
05-130-670-54990	Miscellaneous Expense	400	8,000	500	-94%	**3,000**	500%	-63%
05-130-670-55100	Office Supplies	942	2,000	1,500	-25%	**2,000**	33%	0%
05-130-670-55110	Office Expense - Other	316	1,500	1,500	0%	**1,500**	0%	0%
05-130-670-55220	Software Expense	2,877	5,000	14,000	180%	**7,000**	-50%	40%
05-130-670-55400	Dues & Subscriptions	2,176	5,500	5,500	0%	**5,500**	0%	0%
05-130-670-55420	Seminars & Conferences	590	1,500	500	-67%	**1,000**	100%	-33%
	Total Other:	98,553	183,220	182,200	-1%	**199,200**	9%	9%
	Subtotal Salaries, Benefits, & Other	365,507	479,509	478,489	0%	**495,489**	4%	3%
CAPITAL EXPENDITURES								
05-130-670-56700	Software	-	30,000	-	-100%	**73,000**		143%
	TOTAL	365,507	509,509	478,489	-6%	**568,489**	19%	12%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Communications - 670**

05-130-670-53100	**Professional Services**	**Account Budget:**	**$105,000**
Anticipated costs associated for consultants for communications, public relations and outreach where expertise or professional services may be required.			105,000
05-130-670-54010	**Travel**	**Account Budget:**	**$3,500**
This amount will cover travel expenses incurred by the Communications Department to travel as assigned including to Tallahassee during legislative session.			3,500
05-130-670-54012	**Reimbursed Local Travel**	**Account Budget:**	**$3,000**
Associated costs to reimburse employees for mileage and tolls as required by job assignments.			3,000
05-130-670-54110	**Telephone Service**	**Account Budget:**	**$3,500**
This amount covers cell phone expenses for the Communications Department.			3,500
05-130-670-54200	**Printing**	**Account Budget:**	**$8,500**
Projected budget would allow for printing of the CAFR and other communication collateral.			8,500
05-130-670-54220	**Annual Report**	**Account Budget:**	**$25,000**
Projected budget to cover all costs associated with producing CAFR.			25,000
05-130-670-54808	**Board Meeting Broadcasting**	**Account Budget:**	**$16,000**
For board meeting broadcasting.			16,000
05-130-670-54834	**Photography**	**Account Budget:**	**$2,200**
Projected budget for professional photographer needs.			2,200
05-130-670-54840	**Graphic Production Services**	**Account Budget:**	**$10,000**
This amount supports the production of communication graphic materials including flyers and promotional materials as well as regular collateral activites and website graphics.			10,000
05-130-670-54850	**Promotional Items**	**Account Budget:**	**$1,000**
Give-away items used to promote and brand the agency and its services.			1,000
05-130-670-54950	**Special Events**	**Account Budget:**	**$1,500**
Projected costs to support the agency's promotional and community events.			1,500
05-130-670-54990	**Miscellaneous Expense**	**Account Budget:**	**$3,000**
As needed.			3,000
05-130-670-55100	**Office Supplies**	**Account Budget:**	**$2,000**
Projected amount to cover office supplies as needed during the fiscal year.			2,000
05-130-670-55110	**Office Expense - Other**	**Account Budget:**	**$1,500**
This amount will cover misc. office expense needs that may arise during the fiscal year as well as furniture and equipment for potential new employee.			1,500
05-130-670-55220	**Software Expense**	**Account Budget:**	**$7,000**
Projected budget to cover software updates as necessary for things such as website that is not capitalized in below software line item.			7,000
05-130-670-55400	**Dues and Subscriptions**	**Account Budget:**	**$5,500**
Allocations for dues and subscriptions for the Communications Department such as News Service Florida, media tracking tools and professional organizations.			5,500
05-130-670-55420	**Seminars and Conferences**	**Account Budget:**	**$1,000**
This amount will cover continuing education and professional development for the Communications Department such as IBTTA, TEAMFL, etc.			1,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Communications - 670**

05-130-670-56700	**Software**	**Account Budget:**	**$73,000**
Capital expense portion to complete corporate website design to include expanded jurisdiction, ADIA compliance and Spanish language option.			73,000

Construction Administration

Central Florida Expressway Authority
Administration Fund - Construction Administration
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
SALARIES & BENEFITS								
05-130-685-51200	Salaries & Wages	$ 230,086	$ 242,579	$ 242,579	0%	$ **242,579**	0%	0%
05-130-685-52100	Social Security and Medicare	15,661	17,185	17,185	0%	**17,185**	0%	0%
05-130-685-52210	Retirement Contributions -FRS	21,950	25,332	25,332	0%	**25,332**	0%	0%
05-130-685-52300	Life and Health Insurance	45,213	47,890	47,890	0%	**47,890**	0%	0%
05-130-686-52310	State Assessment	703	507	507	0%	**507**	0%	0%
05-130-685-52400	Workers' Compensation	360	3,264	3,264	0%	**3,264**	0%	0%
	Total Salaires & Benefits:	313,973	336,757	336,757	0%	**336,757**	0%	0%
OTHER								
05-130-685-54010	Travel	402	3,000	3,000	0%	**4,000**	33%	33%
05-130-685-54012	Reimbursed Local Travel	-	200	100	-50%	**200**	100%	0%
05-130-685-54020	Gasoline	4,341	7,500	5,000	-33%	**7,500**	50%	0%
05-130-685-54110	Telephone Service	1,141	3,250	3,250	0%	**3,250**	0%	0%
05-130-685-54200	Printing	561	500	500	0%	**500**	0%	0%
05-130-685-54500	Insurance	1,050	1,090	1,037	-5%	**1,052**	1%	-3%
05-130-685-54610	Repairs & Maint. - Equipment	-	400	400	0%	**400**	0%	0%
05-130-685-54650	Repairs & Maint. - Vehicles	597	2,000	2,000	0%	**2,000**	0%	0%
05-130-685-55100	Office Supplies	1,613	4,000	4,000	0%	**4,000**	0%	0%
05-130-685-55110	Office Expense - Other	237	3,500	3,500	0%	**3,500**	0%	0%
05-130-685-55400	Dues and Subscriptions	604	4,500	4,500	0%	**4,500**	0%	0%
05-130-685-55420	Seminars and Conferences	860	3,500	3,500	0%	**3,500**	0%	0%
05-130-685-55430	Staff Training and Education	-	-	20		**-**	-100%	
	Total Other:	11,406	33,440	30,807	-8%	**34,402**	12%	3%
	Subtotal Salaries, Benefits, & Other	325,379	370,197	367,564	-1%	**371,159**	1%	0%
CAPITAL EXPENDITURES								
05-130-685-56400	General Equipment	-	10,000	10,000		**10,000**	0%	0%
05-130-685-56405	Furniture		5,000	5,000		**5,000**	0%	0%
	Total Capital Expenditures:	-	15,000	15,000		**15,000**	0%	0%
	TOTAL	325,379	385,197	382,564	-1%	**386,159**	1%	0%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2016 **Cost Center: Construction Administration - 685**

05-130-685-54010	**Travel**	**Account Budget:**	**$4,000**
Various travel needs for professional development seminars/conferences			4,000
05-130-685-54012	**Reimbursed Local Travel**	**Account Budget:**	**$200**
Mileage and tolls for non-Authority in town travel as needed			200
05-130-685-54020	**Gasoline**	**Account Budget:**	**$7,500**
Gasoline for 2 vehciles in Construction Department			7,500
05-130-685-54110	**Telephone Service**	**Account Budget:**	**$3,250**
Cell phones and modems			3,250
05-130-685-54200	**Printing**	**Account Budget:**	**$500**
Various printing as needed.			500
05-130-685-54500	**Insurance**	**Account Budget:**	**$1,052**
Auto insurance for 2 vehicles			1,052
05-130-685-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$400**
R&M as needed			400
05-130-685-54650	**Repairs & Maint. - Vehicles**	**Account Budget:**	**$2,000**
R&M for 2 vehciles			2,000
05-130-685-55100	**Office Supplies**	**Account Budget:**	**$4,000**
Basic supplies			4,000
05-130-685-55110	**Office Expense - Other**	**Account Budget:**	**$3,500**
Furniture etc. under $5,000			3,500
05-130-685-55400	**Dues and Subscriptions**	**Account Budget:**	**$4,500**
Dues and subscriptions as needed. including the Florida Transportation Builders for $2,500.			4,500
05-130-685-55420	**Seminars and Conferences**	**Account Budget:**	**$3,500**
Professional development seminars and conferences (Florida Engineering Society Annual Meeting, IBTTA, TEAMFL).			3,500
05-130-685-56400	**General Equipment**	**Account Budget:**	**$10,000**
Equipment purchases over $5,000 for the administration building.			10,000
05-130-685-56405	**Furniture**	**Account Budget:**	**$5,000**
Misc. furniture needs.			5,000

Internal Audit

Central Florida Expressway Authority
Internal Audit
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
OTHER								
05-130-690-53410	Contract Personnel	287,775	389,000	389,000	0%	**389,000**	0%	0%
05-130-690-55100	Office Supplies	75	-	-		-		
		287,850	389,000	389,000	0%	**389,000**	0%	0%

OTHER OPERATING EXPENSES

Cental Florida Expressway Authority
Other Operating

	2014 Year-end Actual	2015 Annual Budget	2015 Budget Amendments	2015 Budget Restated	Projected Year-end Actual	**2016 Annual Budget**	% Inc (Decr) over 2015 Budget
Traffic & Engineering Consultant	$ 598,360	$ 571,000	-	$ 571,000	$ 411,047	**$ 494,731**	-13%
General Engineering Consultant	2,132,900	2,229,000	-	2,229,000	2,175,562	**2,181,000**	-2%
Total Other Operating Expenses	2,731,260	2,800,000	-	2,800,000	2,586,609	**2,675,731**	-4%

GOLDENROD

Cental Florida Expressway Authority
Goldenrod Road - Summary

	2014 Year-end Actual	2015 Annual Budget	2015 Budget Amendments	2015 Budget Restated	Projected Year-end Actual	**2016 Annual Budget**	% Inc (Decr) over 2015 Budget
Maintenance	$ 113,833	$ 135,000	$ -	$ 135,000	$ 135,000	**$ 135,000**	0%
Operations	209,622	220,788	-	220,788	215,230	**218,633**	-1%
TOTAL OPERATIONS AND MAINTENANCE	323,455	355,788	-	355,788	350,230	**353,633**	-1%
TOLL REVENUE	(1,280,428)	(1,240,000)	-	(1,240,000)	(1,425,000)	**(1,430,000)**	15%
NET RESULT OF ACTIVITY	956,973	884,212	-	884,212	1,074,770	**1,076,367**	22%

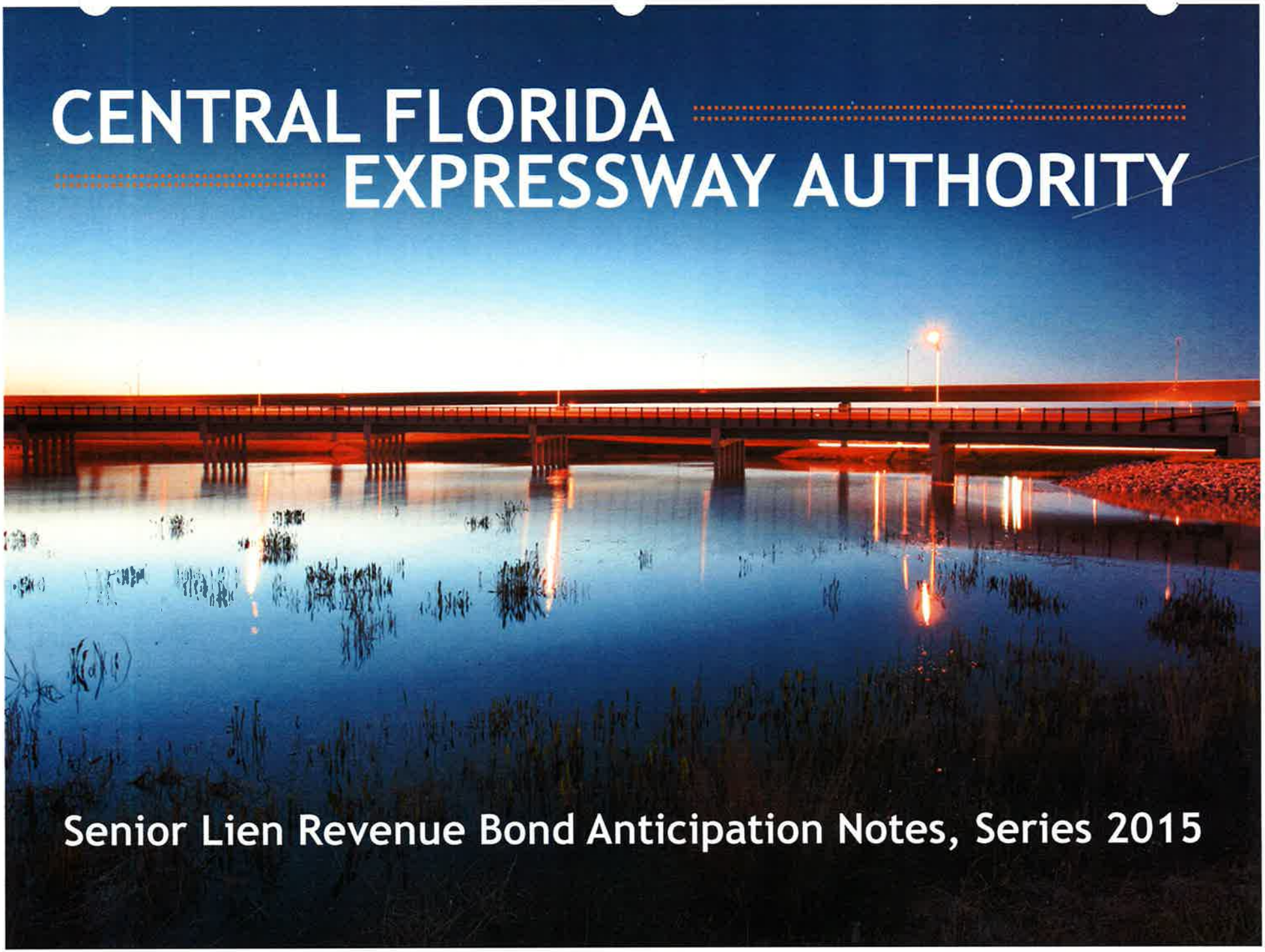
Cental Florida Expressway Authority
Goldenrod Road
Budget Worksheet

Account	Description	2014 Year-end Actual	2015 Annual Budget	Projected Year-end Actual	Proj. Budget Var. %	**2016 Annual Budget**	% Inc (Decr) over Proj. 2015 Actual	% Inc (Decr) over 2015 Budget
MAINTENANCE								
80-120-000-54702	Roadway and Bridges Maintenance	$ 113,833	$ 120,000	$ 120,000	0%	$ **120,000**	0%	0%
80-120-000-54749	Traffic Signals and Lights	-	15,000	15,000	0%	**15,000**	0%	0%
	Total Maintenance:	113,833	135,000	135,000	0%	**135,000**	0%	0%
OPERATIONS								
80-110-000-53430	Toll Collection Management Fees	108	100	100	0%	**125**	25%	25%
80-110-000-53432	Toll Collection Administrative Salaries	544	500	500	0%	**550**	10%	10%
80-110-000-53434	Toll Collection Office Expense	170	150	150	0%	**200**	33%	33%
80-110-000-53436	Toll Collection Insurance and Bonding	93	100	100	0%	**100**	0%	0%
80-110-000-53460	Janitorial	3,869	4,000	4,000	0%	**4,000**	0%	0%
80-110-000-54300	Utilities	42,926	45,000	45,000	0%	**45,000**	0%	0%
80-110-000-54500	Insurance	4,758	4,948	4,840	-2%	**4,985**	3%	1%
80-110-000-54610	Repairs & Maint. - Equipment	285	500	500	0%	**500**	0%	0%
[illegible]10-000-54620	Repairs & Maint. - Software and Hardware	2,221	2,000	2,300	15%	**2,500**	9%	25%
[illegible]0-000-54630	Facilities Maintenance	57,662	57,662	57,662	0%	**57,662**	0%	0%
80-110-000-54640	Repairs & Maint - Toll Equipment	44,984	40,675	40,675	0%	**41,665**	2%	2%
80-110-000-54641	Repairs & Maint. - Toll Equipment Parts	20,921	30,000	25,000	-17%	**25,000**	0%	-17%
80-110-000-54642	Repairs & Maint. - VES Equipment	19,321	19,628	19,628	0%	**20,401**	4%	4%
80-110-000-54920	Bank Fees	11,760	14,025	14,025	0%	**14,445**	3%	3%
80-110-000-55210	Operating Supplies	-	500	250	-50%	**500**	100%	0%
80-110-000-55700	Contingencies	-	1,000	500	-50%	**1,000**	100%	0%
	Total Operations:	209,622	220,788	215,230	3%	**218,633**	2%	-1%
	TOTAL OPERATIONS AND MAINTENANCE	323,455	355,788	350,230	-2%	**353,633**	1%	-1%
	TOLL REVENUE	(1,280,428)	(1,240,000)	(1,425,000)	15%	**(1,430,000)**	0%	15%
	NET RESULT OF ACTIVITY	(1,603,883)	(1,595,788)	(1,775,230)	-11%	**(1,783,633)**	0%	12%

F. 4.

Bond Anticipation Notes

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Senior Lien Revenue Bond Anticipation Notes, Series 2015

ADOPTION OF NINETEENTH SUPPLEMENTAL BOND RESOLUTION

- Authorizes issuance of Senior Lien Bond Anticipation Notes (BANs), Series 2015 not to exceed $200,000,000
- Authorizes sale of the BANs by competitive sale
- Approves the forms of the primary bond documents

SENIOR LIEN BOND ANTICIPATION NOTES, SERIES 2015

- Proceeds will be used to provide interim financing for CFX's portion of the Wekiva Parkway

- TIFIA Loan proceeds will pay off the BANs

FINANCING SCHEDULE

- **June 11, 2015** - CFX Board Approval of BANs documents
- **June 16, 2015** - Posting of Preliminary Official Statement
- **June 23, 2015** - Competitive sale of Series 2015 BANs
- **July 10, 2015** - Closing of Series 2015 BANs

ADOPTION OF NINETEENTH SUPPLEMENTAL BOND RESOLUTION

Recommended Motion:

That the Board adopt the Nineteenth Supplemental Bond Resolution, together with the forms of the Official Notice of Sale, Trustee, Paying Agent and Registrar Agreement, the Preliminary Official Statement and the Continuing Disclosure Agreement

Resolution No. 2015- 332

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Nineteenth Supplemental Revenue Bond
Resolution Authorizing the Issuance of:

Senior Lien Revenue Bond Anticipation Notes, Series 2015

Adopted on June 11, 2015

NINETEENTH SUPPLEMENTAL REVENUE BOND RESOLUTION

THIS NINETEENTH SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTING THE AMENDED AND RESTATED MASTER SENIOR LIEN BOND RESOLUTION OF THE AUTHORITY ADOPTED ON FEBRUARY 3, 2003, AS SUPPLEMENTED; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $200,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SENIOR LIEN REVENUE BOND ANTICIPATION NOTES, SERIES 2015 IN ANTICIPATION OF RECEIPT BY THE AUTHORITY OF PROCEEDS FROM A FUTURE SERIES OF SENIOR LIEN REVENUE BONDS OR OTHER AVAILABLE FUNDS OF THE AUTHORITY; AUTHORIZING THE SALE OF THE SERIES 2015 NOTES BY COMPETITIVE SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; APPROVING THE CONDITIONS AND CRITERIA FOR SUCH SALE; APPROVING THE FORM OF AND AUTHORIZING THE PUBLICATION OF AN OFFICIAL NOTICE OF SALE WITH RESPECT TO THE SALE OF THE SERIES 2015 NOTES; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT; APPOINTING A TRUSTEE, PAYING AGENT, AND REGISTRAR; APPROVING THE FORM OF AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2015 NOTES; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING CERTAIN OFFICERS AND EMPLOYEES OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2015 NOTES; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2015 NOTES; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 3, 2003, the Authority adopted that certain Amended and Restated Master Bond Resolution of the Authority, as amended and supplemented from time to time (collectively, the "Master Senior Lien Bond Resolution"); and

WHEREAS, capitalized terms used in this Resolution but not defined shall have the respective meanings set forth in the Master Senior Lien Bond Resolution; and

WHEREAS, pursuant to the terms of the Master Senior Lien Bond Resolution, the Authority is authorized to issue from time to time, Bonds and other evidences of indebtedness of the Authority in accordance with the terms of the Master Senior Lien Bond Resolution; and

WHEREAS, this Resolution (this "Resolution") constitutes a Supplemental Authorizing Resolution under the Master Senior Lien Bond Resolution; and

WHEREAS, the Authority owns, operates and derives revenues from the Expressway System; and

WHEREAS, it is necessary, desirable, convenient, and in the best interest of the Authority to issue its Senior Lien Revenue Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes") in a principal amount not to exceed $200,000,000 for the purposes of (a) financing on an interim basis a portion of the Project Cost of acquiring, constructing and equipping additions to the Expressway System, consisting of the Authority's segments (11.32 miles in total length) of the Wekiva Parkway Project, (b) funding capitalized interest on the Series 2015 Notes, and (c) paying certain costs of issuance of the Series 2015 Notes (collectively, the "Project"); and

WHEREAS, the principal of and interest on the Series 2015 Notes to be issued pursuant to this Resolution will be payable from a future sale of refunding Bonds or other obligations issued under the Master Senior Lien Bond Resolution for the purpose of currently refunding the Series 2015 Notes, or from other sources of funds available to the Authority, and the proceeds of the Series 2015 Notes on deposit in the Series 2015 Notes Construction Fund (defined below) (collectively, the "BAN Pledged Revenues"), and from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution; and

WHEREAS, it is necessary and desirable and in the best interest of the Authority to authorize the sale of the Series 2015 Notes by a competitive sale; and

WHEREAS, the Series 2015 Notes will not constitute "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended, and at least 95% of the proceeds of the sale of the Series 2015 Notes will be used for local governmental activities of the Authority; and

WHEREAS, in connection with the issuance of the Series 2015 Notes, the Authority desires to set forth certain terms and provisions for the Series 2015 Notes and to provide for certain further matters related to the authorization, sale, issuance and delivery of the Series 2015 Notes and other matters related thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

ARTICLE I

RECITALS AND FINDINGS

SECTION 1.01. Incorporation of Recitals and Findings. All of the Recitals set forth above are true and correct and are incorporated into this Section 1.01 as if fully set forth herein, and such recitals are hereby determined to be the findings of the Authority.

ARTICLE II

AUTHORITY AND DEFINITIONS

SECTION 2.01. Authority for this Resolution. This Resolution is adopted and implemented pursuant to the Central Florida Expressway Authority Law, Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of law not inconsistent with the foregoing (collectively, the "Act") and the Master Senior Lien Bond Resolution.

SECTION 2.02. Definitions. All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in Section 1.2 of the Master Senior Lien Bond Resolution. As used herein, the following terms shall have the meanings set forth below:

A. **"2015 Cost of Issuance Account"** means the account described in Section 7.01 hereof.

B. **"Bond Counsel's Opinion"** means a written opinion of an attorney or firm of attorneys selected by the Authority which is of nationally recognized standing in the field of law relating to municipal bonds and the exclusion from gross income for federal income tax purposes of interest on municipal bonds.

C. **"Certificate of Award"** means the Certificate of Award to be executed by an Authorized Officer of the Authority in connection with the award of the sale of the Series 2015 Notes.

C. **"Chief Financial Officer"** shall have the meaning set forth in the Master Senior Lien Bond Resolution, and for all purposes of this Resolution shall include the interim Chief Financial Officer.

D. **"Financial Advisor"** means, collectively, Public Financial Management, Inc. and National Minority Consultants, Inc.

E. **"Maturity Date"** means the final maturity date of the Series 2015 Notes which shall be on or before January 1, 2019.

F. **"Secretary"** means the Secretary or any Assistant Secretary of the Authority.

G. **"Series 2015 Rebate Fund"** means the fund described in Section 6.01 hereof.

ARTICLE III

CONTRACTUAL OBLIGATION

In consideration of the acceptance of the Series 2015 Notes authorized to be issued hereunder by those who shall hold the same from time to time, the Master Senior Lien Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between the Authority and the registered Holder of the Series 2015 Notes. The covenants and agreements set forth herein and in the Master Senior Lien Bond Resolution to be performed by the Authority shall be for the equal benefit, protection and security of the registered Holder of the Series 2015 Notes, and the Series 2015 Notes shall be of equal rank with the Bonds currently Outstanding, or any Parity Bonds hereafter issued under the Master Senior Lien Bond Resolution, without preference, priority or distinction over any other thereof. All applicable covenants contained in the Master Senior Lien Bond Resolution shall be fully applicable to the Series 2015 Notes as if originally issued thereunder, except as otherwise specifically provided herein.

ARTICLE IV

AUTHORIZATION AND ISSUANCE OF SERIES 2015 NOTES

SECTION 4.01. Authorization of Issuance and General Description of Series 2015 Notes.

A. Subject and pursuant to the provisions hereof and of the Master Senior Lien Bond Resolution, the Series 2015 Notes to be known as the "Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2015" is hereby authorized to be issued in the principal amount of not to exceed $200,000,000, or such lesser amount as may be approved by the Chairman or Vice Chairman of the Authority for the purpose of providing funds for the Project.

B. The Debt Service Reserve Requirement with respect to the Series 2015 Notes shall be $0.

SECTION 4.02. Denominations, Numbers, Letters. The Series 2015 Notes shall be issued solely in the form of a single fully registered Note in the denomination of the par amount of the Series 2015 Notes. The Series 2015 Notes shall be numbered consecutively from 1 upward with the letters "BAN" and the series designation prefixed to the number.

SECTION 4.03. Place of Payment; Trustee, Paying Agent and Registrar.

A. The principal amount of the Series 2015 Notes shall be payable on the Maturity Date thereof, subject to optional redemption in whole or in part as set forth in Section 4.05.A. hereof. Interest on the Series 2015 Notes is payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2016, calculated on the basis of a 30-day month, 360-day year from the date of delivery of the Series 2015 Notes. The principal of, and interest on the Series 2015 Notes shall be payable at the corporate trust operations office in Philadelphia, Pennsylvania of Wells Fargo Bank, N.A., or its successors or assigns, and such banking institution is hereby appointed as Trustee, Paying Agent and Registrar for the Series 2015 Notes. The principal of the Series 2015 Notes shall also be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Master Senior Lien Bond Resolution. Interest on the Series 2015 Notes shall be paid by check or draft drawn upon the Paying Agent and mailed to the registered Holder of the Series 2015 Notes at the addresses as they appear on the registration books maintained by the Trustee, as Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2015 Notes subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the Holder in whose name such Series 2015 Notes are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Holder of such Series 2015 Notes not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the Holder in whose name the Series 2015 Notes are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

B. If the date for payment of the principal of, prepayment price, if any, or interest on the Series 2015 Notes are not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day shall have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

C. Notwithstanding the foregoing, or anything provided in the Master Senior Lien Bond Resolution to the contrary, a registered Holder of $1,000,000 or more in principal amount of the Series 2015 Notes may provide for payment of principal, redemption price, if any, and interest with respect to such Series 2015 Notes by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, if any, to the Trustee or Paying Agent with the presentation or surrender of the Series 2015 Notes to be paid, and (ii) in the case of interest, to the Trustee, as Registrar, at least fifteen (15) Business Days prior to the applicable Record Date, specifying the account number, address and other relevant information as may be reasonably required by the Trustee. In the case of interest, the

notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice.

SECTION 4.04. Registration and Exchange.

A. The registration of the Series 2015 Notes may be transferred upon the registration books as provided in the Master Senior Lien Bond Resolution. In all cases of a transfer of the Series 2015 Notes, the Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee a new fully registered Series 2015 Notes of the same Series, maturity and of authorized denomination, for the same aggregate principal amount and payable from the same source of funds. The Authority and the Registrar may charge the registered owner for the registration of every transfer or exchange of the Series 2015 Notes an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Authority) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2015 Notes shall be delivered.

B. The Authority and the Trustee, Paying Agent and Registrar may deem and treat the registered Holder of the Series 2015 Notes as the absolute Holder of such Series 2015 Notes for the purpose of receiving payment of the principal thereof and the interest and prepayment price, if any, thereon. The Series 2015 Notes may be exchanged at the office of the Registrar for a like principal amount of the Series 2015 Notes, of other authorized denominations of the same Series and maturity.

SECTION 4.05. Terms of the Series 2015 Notes.

A. The Series 2015 Notes shall be dated as of their date of delivery, shall mature on or before January 1, 2019. The Series 2015 Notes are subject to optional redemption by the Authority in whole or in part at any time on or after January 1, 2018 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

B. The Series 2015 Notes shall bear interest commencing on the date thereof, computed on the basis of a 360-day year consisting of twelve 30-day months, at the rate determined at the time of sale thereof and as set forth in the Certificate of Award.

SECTION 4.06. Source of Payment.

A. The Series 2015 Notes shall be "Bonds" as such term is used in the Master Senior Lien Bond Resolution. The scheduled payment of principal of and interest on the Series 2015 Notes and all other payments required pursuant to the terms of the Master Senior Lien Bond Resolution and the terms hereof will be payable from the BAN Pledged Revenues, and a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution.

B. THE SERIES 2015 NOTES SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, THE STATE OF FLORIDA (THE "STATE"), LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE SERIES 2015 NOTES AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE AUTHORITY, EXCEPT THE BAN PLEDGED REVENUES AND SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THIS RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE STATE, THE COUNTIES, THE CITY, OR ANY POLITICAL SUBDIVISION THEREOF, NOR THE TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES 2015 NOTES OR ANY INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THE SERIES 2015 NOTES SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST ON THE SERIES 2015 NOTES, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON THE SERIES 2015 NOTES EXCEPT FROM THE BAN PLEDGED REVENUES, AND SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THIS RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION.

C. No recourse shall be had for the payment of the principal of or interest on the Series 2015 Notes, or for any claim based thereon or on the Master Senior Lien Bond Resolution or this Resolution, or otherwise with respect thereto or hereto against any board member, officer or employee of the Authority or any person executing the Series 2015 Notes and nothing in the Series 2015 Notes, the Master Senior Lien Bond Resolution or herein shall create or give rise to any personal liability of any such board member, officer or employee of the Authority or person executing the Series 2015 Notes.

D. This issuance of an additional Series of Bonds under the Master Senior Lien Bond Resolution for the purpose of repaying the outstanding principal amount of the Series 2015 Notes on their Maturity Date is hereby authorized. The terms and provisions of such additional Series of Bonds shall be set forth in a Supplemental Authorizing Resolution of the Authority to be adopted prior to the Maturity Date of the Series 2015 Notes.

SECTION 4.07. Application of Proceeds of the Series 2015 Notes. The proceeds of the Series 2015 Notes shall be applied simultaneously with the delivery of such Series 2015 Notes for the Project, all as shall be further described in a certificate of an Authorized Officer or a closing memorandum executed in connection with the issuance and delivery of the Series 2015 Notes.

SECTION 4.08. Form of Series 2015 Notes. Subject to the provisions of the Master Senior Lien Bond Resolution, the Series 2015 Notes and the Registrar's certificate of authentication with respect thereto shall be in substantially the following form, with such insertions or omissions, endorsements and variations as may be permitted by the Master Senior Lien Bond Resolution and the Act, and approved by the Chairman or Vice Chairman of the Authority, execution and delivery of the Series 2015 Notes to be conclusive evidence of such approval.

[Form of Series 2015 Note]

No. BAN 2015 - __ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BOND ANTICIPATION NOTES, SERIES 2015

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
___%	January 1, 2019	July ___, 2015	N/A

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Central Florida Expressway Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, on the Maturity Date identified above (or earlier as hereinafter provided), but solely from the sources hereinafter described, the Principal Amount identified above, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts at the corporate trust operations office in Philadelphia, Pennsylvania of Wells Fargo Bank, N.A., or its successors or assigns, as Trustee, Paying Agent and Registrar (hereinafter referred to as the "Registrar" or the "Trustee"), and to pay, solely from such sources, interest on the Principal Amount from the Original Dated Date identified above, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above (computed on the basis of a 360-day year of twelve 30-day months), on such Maturity Date.

This Series 2015 Note is one of a duly authorized issue of notes designated "Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2015" (this "Series 2015 Note") issued by the Authority under the authority of and pursuant to Chapter 348, Part III, Florida Statutes, as amended, and under and pursuant to an Amended and Restated Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Nineteenth Supplemental Revenue Bond Resolution adopted by the Authority on June 11, 2015 (collectively, the "BAN Resolution").

As provided in the BAN Resolution, this Series 2015 Note and the interest and premium, if any, hereon are payable solely from and secured by the monies received by the Authority from a future sale of refunding Bonds or other obligations issued under the Master Senior Lien Bond Resolution for the purpose of currently refunding the Series 2015 Notes, or from other sources of funds available to the Authority, and the proceeds of the Series 2015 Notes on deposit in the Series 2015 Notes Construction Fund (defined below) (collectively, the "BAN Pledged Revenues"), and from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the

Master Senior Lien Bond Resolution. No Supplemental Payments are pledged to secure the Series 2015 Notes. Reference is hereby made to the BAN Resolution for the provisions, among others, relating to the terms of, lien on and security for the Series 2015 Notes, the custody and application of the proceeds of the Series 2015 Notes, the rights and remedies of the registered owners of the Series 2015 Notes, the extent of and limitations on the Authority's rights, duties and obligations, the provisions permitting the issuance of additional Bonds, and the provisions permitting amendments to the BAN Resolution with and without consent of the Holder of the Series 2015 Notes, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Series 2015 Notes. Copies of the BAN Resolution are on file and available at the principal office of the Registrar.

THIS SERIES 2015 NOTE SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, THE STATE OF FLORIDA (THE "STATE"), LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THIS SERIES 2015 NOTE AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE AUTHORITY, EXCEPT THE BAN PLEDGED REVENUES AND SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE BAN RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE STATE, THE COUNTIES, THE CITY, OR ANY POLITICAL SUBDIVISION THEREOF, NOR THE TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS SERIES 2015 NOTE OR ANY INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THIS SERIES 2015 NOTE SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST ON THIS SERIES 2015 NOTE, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON THIS SERIES 2015 NOTE EXCEPT FROM THE BAN PLEDGED REVENUES, AND SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE BAN RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION.

No recourse shall be had for the payment of the principal of or interest on the Series 2015 Notes, or for any claim based thereon or on the BAN Resolution, or otherwise with respect thereto against any member, officer or employee of the Authority

or any person executing the Series 2015 Notes and nothing in the Series 2015 Notes or the BAN Resolution shall create or give rise to any personal liability of any such member, officer or employee of the Authority or person executing the Series 2015 Notes.

The Series 2015 Notes are being issued to (a) finance on an interim basis part of the cost of acquiring and constructing additions, extensions and improvements to the Expressway System, consisting of the Authority's segments, 11.32 miles in total length, of the Wekiva Parkway Project, (b) fund capitalized interest on the Series 2015 Notes, and (c) pay certain costs of issuance of the Series 2015 Notes (collectively, the "Project").

As provided in the Master Senior Lien Bond Resolution, additional Bonds may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as provided in the Master Senior Lien Bond Resolution. The aggregate principal amount of additional Bonds which may be issued under the Master Senior Lien Bond Resolution is not limited except as provided in the Master Senior Lien Bond Resolution, and all Bonds issued and to be issued under the Master Senior Lien Bond Resolution will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Master Senior Lien Bond Resolution.

If the date for payment of the principal of, or interest on this Series 2015 Note shall be a day which is not a Business Day, then the date for such payment shall be the next succeeding Business Day and payment on such succeeding Business Day shall have the same force and effect as if made on the nominal date of payment.

This Series 2015 Note is subject to optional redemption by the Authority in whole or in part at any time on or after January 1, 2018 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

This Series 2015 Note is transferable, as provided in the BAN Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Registrar by the Registered Owner hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new registered Note or Notes, of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the BAN Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name this Series 2015 Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and the interest due hereon and for all other purposes. This Series 2015 Note is issuable in the form of a fully registered bond without coupons in the denomination of the par amount of this Series 2015 Note.

The Authority has entered into an Interlocal Agreement with the Florida Department of Transportation ("FDOT") effective June 11, 2014 in which the parties have agreed to discontinue the obligations of the FDOT under the existing Lease Purchase Agreement ("LPA") after July 1, 2028. The parties have also agreed to terminate the LPA upon the earlier of the defeasance, redemption or payment in full of the Authority bonds issued and outstanding as of the effective date of the Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon termination of the LPA, title to the Expressway System shall remain vested in the Authority.

By purchasing and accepting delivery of this Series 2015 Notes, the holder of this Series 2015 Notes shall be deemed to have consented to amend the terms and provisions of the LPA to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the LPA in connection with any additional modifications, amendments or supplements to the LPA.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in connection with the issuance of this Series 2015 Notes, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Series 2015 Note is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This Series 2015 Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the BAN Resolution until the Certificate of Authentication endorsed hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Series 2015 Note to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman (or Vice Chairman) of the Central Florida Expressway Authority, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Secretary (or Assistant Secretary).

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

(SEAL)

By: _____
its _____

ATTESTED AND COUNTERSIGNED:

By: _____
its [Assistant] Secretary

REGISTRAR'S CERTIFICATION OF AUTHENTICATION

This is the Series 2015 Notes of the issue described in the within-mentioned BAN Resolution.

_____, AS REGISTRAR

By _____
Authorized Signature

Date of Authentication: May __, 2015.

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

_____

(PLEASE PRINT OR TYPEWRITE NAME, SOCIAL SECURITY NUMBER. OR OTHER IDENTIFYING NUMBER OF ASSIGNEE AND ADDRESS INCLUDING ZIP CODE OF ASSIGNEE)

_____

the within Note of the Central Florida Expressway Authority and hereby irrevocably constitutes and appoints

_____ attorney to transfer the said Note on the Books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security Number or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants in the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

[End of Series 2015 Note Form]

ARTICLE V

SALE OF NOTES

SECTION 5.01. Competitive Sale. The Authority has determined that the Series 2015 Notes will be more advantageously sold upon the taking of public bids. Consequently, the Series 2015 Notes shall be offered by means of an Official Notice of Sale, and such Note shall be sold to the responsible bidder who makes the best responsive bid therefor, after publication of a Notice of Intention to Sell Notes once at least 15 days before the date of sale in a financial publication generally circulated throughout the State of Florida or which the Financial Advisor advises is expected to be disseminated among perspective bidders for the Series 2015 Notes. The Official Notice of Sale with respect to the competitively sold Note shall require that (i) the purchase price of such Note shall be no less than the principal amount thereof; and (ii) such Note shall otherwise conform to the limitations specified in this Resolution. The form of Official Notice of Sale, attached hereto as **EXHIBIT A** is hereby approved, and the Chairman, Vice Chairman or other Authorized Officer is hereby authorized to publicize the notice and award the sale pursuant thereto and pursuant to a Certificate of Award, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made to such form by the Chairman, Vice Chairman or other Authorized Officers of the Authority executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval.

SECTION 5.02. Trustee, Paying Agent and Registrar Agreement. The form of the Trustee, Paying Agent and Registrar Agreement for each Series of Bonds issued hereunder and attached hereto as **EXHIBIT B** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Trustee, Paying Agent and Registrar Agreement by the officers of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. Wells Fargo Bank, N.A. is hereby designated as the initial Trustee, Paying Agent and Registrar under each Trustee, Paying Agent and Registrar Agreement for the Series 2015 Notes issued hereunder and shall serve until it resigns or is removed and a successor Trustee, Paying Agent and Registrar is appointed for the Series 2015 Notes as provided in the Trustee, Paying Agent and Registrar Agreement. The Chairman, Vice Chairman or other Authorized Officer is authorized to approve the form of and to execute on behalf of the Authority the Trustee, Paying Agent and Registrar Agreement for each Series of Bonds, in accordance with the requirements of this Section 5.02.

SECTION 5.03. Preliminary Official Statement. The form of the Preliminary Official Statement relating to the Series 2015 Notes, attached hereto as **EXHIBIT C** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of the Preliminary Official Statement by the officers of the Authority executing the same, in a manner consistent with the terms of this Resolution. Copies of such Preliminary Official Statement are authorized to be distributed in physical form or electronic format to persons who may be interested in purchasing the Series 2015 Notes. The Chairman, Vice Chairman, or other Authorized

Officers of the Authority are hereby authorized to certify, on behalf of the Authority, that the Preliminary Official Statement was deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by said Rule). The officers of the Authority are hereby authorized and directed for and in the name and on behalf of the Authority, to prepare and sign an Official Statement in its final form, including the final pricing information, and the purchaser of the Series 2015 Notes are hereby authorized and directed to deliver copies of such Official Statement in final form to all subsequent purchasers of the Note.

SECTION 5.04. Continuing Disclosure Agreement. The Continuing Disclosure Agreement, attached hereto as **EXHIBIT D** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of the Continuing Disclosure Agreement by the officers of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. The Chairman, Vice Chairman or other Authorized Officers of the Authority are hereby authorized to execute the Continuing Disclosure Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution.

ARTICLE VI

TAX COMPLIANCE AND REBATE PROVISIONS

SECTION 6.01. The Series 2015 Rebate Fund. There is hereby created and established a fund to be known as the "Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Note, Series 2015 Rebate Fund" (the "Series 2015 Rebate Fund"). The Series 2015 Rebate Fund shall be maintained with the Paying Agent and shall be kept separate and apart from all other funds of the Authority, and used for the purpose and in the manner provided in this Section, and shall be and constitute a trust fund for such purposes. The Series 2015 Notes, including any additional Bonds or refunding Bonds hereafter issued pursuant to and within the terms, limitations and conditions contained in the Master Senior Lien Bond Resolution, as supplemented by this Resolution, shall have no lien on or pledge of the moneys at any time or from time to time on deposit in the Series 2015 Rebate Fund and the moneys in the Series 2015 Rebate Fund shall be available for use only as herein provided. The Authority shall use moneys deposited in the Series 2015 Rebate Fund only for the payment of the Rebate Amount with respect to the Series 2015 Notes to the United States. Funds on deposit in the Series 2015 Rebate Fund in excess of the Rebate Amount, however, may be withdrawn and paid over to the Authority. In complying with the foregoing, the Authority may rely upon Bond Counsel's Opinion with respect thereto.

If any amount shall remain in the Series 2015 Rebate Fund after payment in full of the Series 2015 Notes issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amount shall be available to the Authority for any lawful purpose.

Notwithstanding any other provision of this Resolution or the Master Senior Lien Bond Resolution, including in particular Section 5.1 of the Master Senior Lien Bond Resolution, the obligation to pay over the Rebate Amount to the United States and to comply with all other requirements of Section 6.02 hereof and this Section 6.01 shall survive the defeasance or payment in full of the Series 2015 Notes.

SECTION 6.02. Covenants Concerning Compliance with Tax Laws. In addition to any other requirements contained in the Master Senior Lien Bond Resolution, the Authority hereby covenants and agrees, for the benefit of the Holders from time to time of the Series 2015 Notes, to comply with the requirements contained in the Code to the extent necessary, and any other requirements which, in Bond Counsel's Opinion, are necessary to preserve the exclusion of interest on the Series 2015 Notes from the gross income of the owners thereof for federal income tax purposes throughout the term of the issue.

SECTION 6.03. Amendments to Article VI. Any provision of this Resolution or of the Master Senior Lien Bond Resolution to the contrary notwithstanding, the provisions of this Article VI may be amended from time to time without the consent of the Paying Agent or the Noteholder upon delivery to the Paying Agent of a Bond Counsel's Opinion to the effect that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2015 Notes.

ARTICLE VII

ESTABLISHMENT OF CERTAIN ACCOUNTS

SECTION 7.01. Series 2015 Cost of Issuance Account. The Authority hereby establishes with the Trustee for the Series 2015 Notes the "Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Note, Series 2015 Cost of Issuance Account" (the "Series 2015 Cost of Issuance Account") as a separate account under the Master Senior Lien Bond Resolution. Proceeds of the Series 2015 Notes, and any other monies of the Authority, if any, deposited into the Series 2015 Cost of Issuance Account shall be used only for the payment of costs of issuance associated with the issuance of the Series 2015 Notes, and until applied to the payment of such costs, shall be held by the Trustee and be subject to a lien and charge in favor of the Holders and for the further security of such Holders. Any funds remaining on deposit in the Series 2015 Cost of Issuance Account after the payment of all costs of issuance of the Series 2015 Notes shall be transferred to the Interest Account of the Sinking Fund to be used for purposes of paying interest on the Series 2015 Notes.

SECTION 7.02. Series 2015 Notes Construction Fund. The Authority hereby establishes with the Trustee for the Series 2015 Notes the "Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Note, Series 2015 Construction Fund" (the "Series 2015 Construction Fund") as a separate account under the Master Senior Lien Bond Resolution. Proceeds of the Series 2015 Notes, and any other monies of the Authority, if any, deposited into the Series 2015 Construction Fund shall be used solely

for the purpose of paying for Project Costs of the Project, and shall not be used for any other purposes whatsoever, and until applied to the payment of such Costs, shall be held by the Trustee and be subject to a lien and charge in favor of the Holders and for the further security of such Holders.

SECTION 7.03. 2015 Capitalized Interest Subaccount. The Authority hereby establishes with the Trustee for the Series 2015 Notes the "Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2015 Capitalized Interest Subaccount" (the "2015 Capitalized Interest Subaccount") as a separate subaccount under the 2015 Construction Fund established hereunder. The 2015 Capitalized Interest Subaccount shall be used for payment of interest associated with the Series 2015 Notes. Any funds remaining on deposit in the 2015 Capitalized Interest Subaccount after the payment of required interest may be applied at the discretion of the Authority to pay interest associated with the Series 2015 Notes, or alternatively, may be transferred to the 2015 Construction Fund and applied to the payment of the Project Costs associated with the Project. Moneys in the 2015 Capitalized Interest Subaccount, until applied in payment of interest associated with the Series 2015 Notes or until transferred to the 2015 Construction Account, shall be held by the Trustee and shall be subject to a lien and charge in favor of the Bondholders and for the further security of such Bondholders.

SECTION 7.04. Additional Funds, Accounts and Subaccounts. The Authority may, by certificate of an Authorized Officer and based on the advice of the Financial Advisor, establish separate funds, accounts or subaccounts associated with the Series 2015 Notes, as the Authority may reasonably determine are necessary or desirable.

ARTICLE VIII

TRUSTEE PROVISIONS

SECTION 8.01. Duty to Act. The Trustee shall not be under any obligation to institute any suit, take any remedial proceeding under this Resolution or the Master Senior Lien Bond Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified to its satisfaction against any and all reasonable cost and expenses, outlays and counsel fees and other disbursements and against all liability not due to its misconduct, negligence or bad faith.

SECTION 8.02. Limitations on Liability. The Trustee shall not be liable or responsible because of the failure of the Authority to perform any act required by this Resolution or the Master Senior Lien Bond Resolution. The Trustee shall not be liable in connection with the performance of its duties under this Resolution or the Master Senior Lien Bond Resolution except for its own misconduct, negligence or bad faith.

SECTION 8.03. Compensation. The Authority shall pay to the Trustee such reasonable compensation as shall be agreed upon between the Authority and the Trustee.

SECTION 8.04. Reliance. The Trustee shall be protected and shall incur no liability for acts or omissions made in good faith, reasonably and in accordance with the terms of this Resolution, upon any resolution, order, notice, request, consent, waiver, or other paper or document which it shall, in good faith, reasonably believe to be genuine and to have been adopted and signed by the proper board or person or to have been prepared and furnished pursuant to the provisions of this Resolution. The Trustee shall not be responsible for determining what are Permitted Investments.

SECTION 8.05. Resignation. The Trustee may resign and thereby become discharged from the trust created under this Resolution or the Master Senior Lien Bond Resolution by notice, in writing, to be given to the Authority not less than ninety (90) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment and acceptance of a successor trustee pursuant to Section 8.07 hereof if said appointment and acceptance shall be before the time specified by such notice.

SECTION 8.06. Removal. The Trustee may be removed at any time by the Authority in accordance with the terms of the Trustee, Paying Agent and Registrar Agreement referenced in Section 5.02 hereof. Written notice of such removal shall be provided to the Holders by the Authority.

SECTION 8.07. Successor Trustee.

A. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of Trustee shall become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall, within thirty (30) days, appoint a successor Trustee to fill such vacancy. The Trustee appointed under this section shall be a bank or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity. Any such successor Trustee shall have combined capital, surplus, and undivided profits of at least $50,000,000. Anything contained in this Resolution to the contrary notwithstanding, no resignation or removal shall become effective until a successor has been appointed and accepted the responsibilities hereunder.

B. Every successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to the Authority, an instrument in writing accepting such appointment, and thereupon such successor Trustee without further act, deed, or conveyance, shall become fully vested with all monies, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 8.03,

execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor; and every predecessor Trustee shall deliver all property and moneys held by it under this Resolution to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall, on request, be executed, acknowledged and delivered by the Authority.

SECTION 8.08. Mergers and Consolidations. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee shall sell or transfer all or substantially all of the bond administration portion of its corporate trust business, provided such company shall be a bank, or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity, shall be successor to the Trustee without the execution or filing of any paper or performance of any further act.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Authorizations. The Chairman or the Vice Chairman is hereby authorized to countersign the Series 2015 Notes by his or her manual or facsimile signature in the manner provided herein. The Chairman, Vice Chairman, Secretary, Assistant Secretaries, Executive Director, Chief Financial Officer or other Authorized Officer, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, instruments, contracts, and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, Assistant Secretaries, Executive Director, and Chief Financial Officer of the Authority are hereby designated as the Authorized Officers of the Authority charged with the responsibility of issuing the Series 2015 Notes. In the absence or unavailability of the Chairman, the Vice Chairman is hereby authorized to act in his place. If any officer of the Authority who has signed the Series 2015 Notes or any other documents, certificates, instruments, contracts, and agreements in furtherance of this Resolution shall cease to hold such office before the delivery date of such Series 2015 Notes, documents, certificates, instruments, contracts, and agreements, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery.

SECTION 9.02. Parties Interested Herein. Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or

entity, other than the Authority, the Trustee, the Paying Agent, and the registered owner of the Series 2015 Notes, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agent, and the registered owner of the Series 2015 Notes.

SECTION 9.03. Controlling Law; Members; Members of Authority not Liable. All covenants, stipulations, obligations and agreements of the Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Authority in his or her individual capacity, and neither the members of the Governing Body of the Authority nor any official executing the Series 2015 Notes shall be liable personally on the Series 2015 Notes or under this Resolution or shall be subject to any personal liability or accountability by reason of the issuance of the Series 2015 Notes or the execution thereof by the Authority or such officers thereof.

SECTION 9.04. Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the Series 2015 Notes, the holder of the Series 2015 Notes issued hereunder shall be deemed to have consented to amend the terms and provisions of the LPA to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the LPA in connection with any additional modifications, amendments or supplements to the LPA.

SECTION 9.05. Effective Date. This Resolution shall become effective upon approval.

[SIGNATURES FOLLOW NEXT PAGE]

This Resolution was approved and adopted by the Central Florida Expressway Authority on June 11, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Welton Cadwell, Chairman

ATTEST:

By:_____
Darleen Mazzillo, Assistant Secretary

Signed:

_____
Based upon review by Issuer's Counsel acting upon the direction of General Counsel, this Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

EXHIBIT A

FORM OF OFFICIAL NOTICE OF SALE

[Attached]

EXHIBIT B

FORM OF TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

[Attached]

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

[Attached]

EXHIBIT D

FORM OF CONTINUING DISCLOUSRE AGREEMENT

[Attached]

PRELIMINARY OFFICIAL STATEMENT DATED JUNE __, 2015

NEW ISSUE - BOOK-ENTRY ONLY **Ratings: See "RATINGS" herein**

In the opinion of Broad and Cassel, Orlando, Florida, Note Counsel, assuming continuing compliance by the Authority (as defined herein) with various covenants in the Bond Resolution (as defined herein), interest on the Series 2015 Notes (as defined herein) is, under existing statutes, regulations, rulings and court decisions: (a) excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), except as otherwise described herein under the caption "TAX MATTERS," and (b) not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of a corporation's alternative *minimum taxable income and may be subject to other federal income tax consequences described herein under the caption "TAX MATTERS." See "TAX MATTERS" herein for a discussion of Note Counsel's opinion, including a discussion of the corporate alternative minimum tax.*

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

$193,695,000*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BOND ANTICIPATION NOTES, SERIES 2015

Dated: Date of Delivery **Due: January 1, as shown on inside cover**

This Official Statement relates to the issuance by the Central Florida Expressway Authority (the "Authority") of $193,695,000* in aggregate principal amount of its Senior Lien Revenue Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes"). The Series 2015 Notes are being issued as fully registered bonds, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2015 Notes will be made in book-entry form only, in denominations of $5,000 or any integral multiple thereof, as described therein. Purchasers of beneficial interests in the Series 2015 Notes will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2015 Notes will be effected through the DTC book-entry system as described herein. See "DESCRIPTION OF THE SERIES 2015 NOTES - Book-Entry Only System" herein.

The Series 2015 Notes are being issued pursuant to Chapter 348, Part III, Florida Statutes and that certain Amended and Restated Master Bond Resolution adopted by the Authority on February 3, 2003 (the "Master Bond Resolution"), as supplemented by that certain Nineteenth Supplemental Revenue Bond Resolution adopted by the Authority on June 11, 2015 (the "Nineteenth Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" and "APPENDIX B - NINETEENTH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2015 Notes will bear interest at the rates set forth on the inside cover of this Official Statement payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2016 (each, an "Interest Payment Date") until maturity of the Series 2015 Notes. Interest on the Series 2015 Notes will be payable by Wells Fargo Bank, National Association, as registrar, paying agent and trustee, in Philadelphia, Pennsylvania (the "Paying Agent") to Cede & Co., as nominee of DTC at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the Interest Payment Date. Payments of principal of, premium, if any, and interest on, the Series 2015 Notes will be made at the designated corporate trust office of the Paying Agent. See "DESCRIPTION OF THE SERIES 2015 NOTES" herein.

The Series 2015 Notes are subject to redemption prior to maturity as described herein.

The Series 2015 Notes are being issued by the Authority, to provide funds to (a) finance and refinance, on an interim basis, a portion of the cost of acquisition, construction and equipping of certain capital improvements to the System, as more particularly described herein (the "Project"), (b) fund capitalized interest on the Series 2015 Notes, and (c) pay certain costs in connection with the issuance of the Series 2015 Notes. See "PLAN OF FINANCE," "ESTIMATED SOURCES AND USES OF FUNDS" herein and "NINETEENTH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2015 Notes are secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds and any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2015 NOTES," "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" and "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

NONE OF THE STATE OF FLORIDA (THE "STATE"), ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2015 NOTES, AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2015 NOTES. THE AUTHORITY HAS NO TAXING POWER. NO OWNER OF ANY OF THE SERIES 2015 NOTES SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED TO THE PAYMENT OF THE SERIES 2015 NOTES. THE SERIES 2015 NOTES ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.

Effective March 25, 2015, the Authority entered into a loan agreement with the U.S. Department of Transportation, acting by and through the Federal Highway Administrator (the "TIFIA Lender"), pursuant to which the TIFIA Lender will make a loan to the Authority, in an amount not to exceed approximately $193.7 million (the "Junior TIFIA Loan"). The Junior TIFIA Loan will be secured by a pledge of and lien on System Pledged Revenues which is junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues under the Bond Resolution. The proceeds of the Junior TIFIA Loan must be drawn no later than one year after substantial completion of the Project, and such proceeds are expected to be available to pay the Series 2015 Notes on their maturity date and, if sufficient, pay additional federally eligible costs of the Project. See "PLAN OF FINANCE" herein.

ELECTRONIC BIDS ONLY FOR THE SERIES 2015 NOTES PURSUANT TO THE PROVISIONS OF THE OFFICIAL NOTICE OF SALE WILL BE RECEIVED BY THE AUTHORITY, AT 11:00 A.M., EASTERN TIME, ON JUNE __, 2015 PURSUANT TO THE BIDCOMP PARITY® COMPETITIVE BIDDING SYSTEM. THIS PRELIMINARY OFFICIAL STATEMENT SHALL BE "DEEMED FINAL" BY THE AUTHORITY AS OF ITS DATE FOR PURPOSES OF SEC RULE 15c2-12(b)(1) EXCEPT FOR CERTAIN PERMITTED OMISSIONS.

This cover page contains limited information for quick reference only. It is not a summary of the matters relating to the Series 2015 Notes. Potential investors must read the entire Official Statement (including the cover page and all Appendices attached hereto) to obtain information essential to the making of an informed investment decision.

The Series 2015 Notes are offered for delivery when, as and if issued, by the Authority, subject to the approving opinion of Broad and Cassel, Orlando, Florida, Note Counsel. Certain legal matters will be passed upon by the Counsel to the Authority, Shutts & Bowen LLP, Orlando, Florida. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel to the Authority. Public Financial Management, Inc., Orlando, Florida and National Minority Consultants, Inc., Orlando, Florida are serving as Co-Financial Advisors to the Authority with respect to the Series 2015 Notes. It is expected that the Series 2015 Notes will be delivered through the facilities of DTC in New York, New York, on or about July ___, 2015.

Dated: June __, 2015.

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*Preliminary, subject to change.

MATURITY, PRINCIPAL AMOUNT, INTEREST RATE, YIELD AND PRICE

$193,695,000*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BOND ANTICIPATION NOTES, SERIES 2015

Maturity (January 1)	Principal Amount	Interest Rate	Yield	Price
2019	$193,695,000*	%	%	

*Preliminary, subject to change.

[Red Herring Language]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2015 Notes may not be sold nor may offers to buy the Series 2015 Notes be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy the Series 2015 Notes in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The Authority has deemed this Preliminary Official Statement "final," except for certain permitted omissions within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807

BOARD MEMBERS
Welton Cadwell, Lake County Commissioner, Chairman
Scott Boyd, Orange County Commissioner, Vice Chairman
Brenda Carey, Seminole County Commissioner, Secretary/Treasurer
Buddy Dyer, Orlando Mayor, Board Member
Fred Hawkins, Jr., Osceola County Commissioner, Board Member
Teresa Jacobs, Orange County Mayor, Board Member
Walter A. Ketcham, Jr., Board Member
Jay Madara, Board Member
S. Michael Scheeringa, Board Member
Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise Executive Director, Non-Voting Advisor

MANAGEMENT
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CDM Smith
Maitland, Florida

CO-FINANCIAL ADVISORS
Public Financial Management, Inc.
Orlando, Florida

National Minority Consultants, Inc.
Orlando, Florida

[ADD MAP OF EXPRESSWAY SYSTEM]

This Official Statement does not constitute a contract between the Authority and any one or more owners of the Series 2015 Notes, nor does it constitute an offer to sell or the solicitation of an offer to buy the Series 2015 Notes in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

No dealer, broker, salesman or any other person has been authorized by the Authority to give any information or to make any representation, other than those contained in this Official Statement, in connection with the offering of the Series 2015 Notes, and if given or made, such information or representations must not be relied upon as having been authorized by the Authority. The information and expressions of opinion in this Official Statement are subject to change without notice, and this Official Statement speaks only as of its date. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. The information contained in this Official Statement, including in the appendices, has been obtained from representatives of the Authority and from public documents, records and other sources considered to be reliable.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2015 NOTES, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2015 NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2015 NOTES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2015 NOTES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2015 NOTES HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2015 NOTES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

In making an investment decision, investors must rely on their own examination of the Authority, and the terms of the offering, including the merits and risks involved. The Series 2015 Notes have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, other than as expressly provided in certificates to be delivered to the Underwriters in connection with the closing, the Authority has not confirmed the accuracy or determined the adequacy of this Official Statement. Any representation to the contrary may be a criminal offense.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS."

SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTIONS "FORWARD-LOOKING STATEMENTS," "SYSTEM REVENUES - HISTORICAL AND PROJECTED REVENUES," "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" HEREIN. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT. ASIDE FROM ITS CUSTOMARY FINANCIAL REPORTING ACTIVITIES, THE AUTHORITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: **WWW.MUNIOS.COM** OR WWW.EMMA.MSRB.ORG. PROSPECTIVE PURCHASERS MAY RELY ON THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT IN EITHER THE ORIGINAL BOUND FORMAT OR THE ELECTRONIC FORMAT, PROVIDED, HOWEVER THAT PROSPECTIVE PURCHASERS MUST READ THE ENTIRE OFFICIAL STATEMENT (INCLUDING THE COVER PAGE AND ALL APPENDICES ATTACHED HERETO) TO OBTAIN ALL OF THE INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

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OFFICIAL STATEMENT
relating to

$193,695,000*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BOND ANTICIPATION NOTES,
SERIES 2015

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and the Appendices attached hereto, is to furnish information concerning the Central Florida Expressway Authority (the "Authority"), the System (as defined herein) and certain other information in connection with the sale by the Authority of $193,695,000* in aggregate principal amount of its Senior Lien Revenue Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes").

The Authority is an agency of the State of Florida which on July 1, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (the "Prior Authority"), including the assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property of the Prior Authority. See "THE AUTHORITY" herein.

The Series 2015 Notes are being issued pursuant to Chapter 348, Part III, Florida Statutes (the "Act") and that certain Amended and Restated Master Bond Resolution adopted by the Authority on February 3, 2003 (the "Master Bond Resolution"), as supplemented by that certain Nineteenth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bond Anticipation Notes, Series 2015 adopted by the Authority on June 11, 2015 (the "Nineteenth Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" and "APPENDIX B - NINETEENTH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2015 Notes are subject to optional redemption prior to maturity as described herein. See "DESCRIPTION OF THE SERIES 2015 NOTES - Redemption" herein.

Upon the issuance and delivery of the Series 2015 Notes, the following Parity Bonds will be outstanding in the aggregate principal amount of $2,530,505,000: (a) Junior Lien Revenue Bonds, Series of 1990 (the "Series 1990 Bonds"); (b) Revenue Bonds, Series 2007A (the "Series 2007A Bonds"); (c) Variable Rate Refunding Revenue Bonds, Series 2008B-1 (the "Series 2008B-1 Bonds"); (d) Variable Rate Refunding Revenue Bonds, Series 2008B-2 (the "Series 2008B-2 Bonds"); (e) Variable Rate Refunding Revenue Bonds, Series 2008B-3 (the "Series 2008B-3 Bonds"); (f) Variable Rate Refunding Revenue Bonds, Series 2008B-4 (the "Series 2008B-4 Bonds" and together with the Series 2008B-1 Bonds, Series 2008B-2 Bonds and Series 2008B-3 Bonds, the "Series 2008B Bonds"); (g) Revenue Bonds, Series 2010A (the "Series 2010A Bonds"); (h) Refunding Revenue Bonds, Series 2010B (the "Series 2010B Bonds"); (i) Revenue Bonds, Series 2010C (the "Series 2010C Bonds"); (j) Refunding Revenue Bonds,

*Preliminary, subject to change.

Series 2012 (the "Series 2012 Bonds"); (k) Refunding Revenue Bonds, Series 2013A (the "Series 2013A Bonds"); (l) Refunding Revenue Bonds, Series 2013B (the "Series 2013B Bonds"); (m) Refunding Revenue Bonds, Series 2013C (the "Series 2013C Bonds"); and (n) the Series 2015 Notes. Accordingly, the Series 1990 Bonds, Series 2007A Bonds, Series 2008B Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2010C Bonds, Series 2012 Bonds, Series 2013A Bonds, Series 2013B Bonds, Series 2013C Bonds and Series 2015 Notes are collectively referred to herein as the "Outstanding Parity Bonds." Upon adoption of the Master Bond Resolution on February 3, 2003, the Series 1990 Bonds were reconstituted as senior lien debt and afforded all of the rights and privileges of Parity Bonds under the Master Bond Resolution. The Series 2015 Notes, the other Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution are collectively referred to herein as the "Bonds."

The Series 2015 Notes are being issued by the Authority, to provide funds to (a) finance and refinance on an interim basis a portion of the cost of acquisition, construction and equipping of certain capital improvements to the System, as more particularly described herein (the "Project"), (b) fund capitalized interest on the Series 2015 Notes, and (c) pay certain costs in connection with the issuance of the Series 2015 Notes. See "PLAN OF FINANCE," "ESTIMATED SOURCES AND USES OF FUNDS," and "APPENDIX B - NINETEENTH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2015 Notes are secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2015 NOTES" and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "NINETEENTH SUPPLEMENTAL RESOLUTION" attached hereto as Appendix B.

Effective March 25, 2015, the Authority entered into a loan agreement with the U.S. Department of Transportation, acting by and through the Federal Highway Administrator (the "TIFIA Lender"), pursuant to which the TIFIA Lender will make a loan to the Authority, in an amount not to exceed approximately $193.7 million (the "Junior TIFIA Loan"). The Authority's obligation under the Junior TIFIA Loan is evidenced by the "Central Florida Expressway Authority Junior Lien Revenue Bond, Series 2015 (Federal TIFIA Loan)" issued by the Authority (the "Junior TIFIA Bond") pursuant to a Master Junior Lien Bond Resolution adopted by the Authority on March 12, 2015 (the "Master Junior Lien Bond Resolution"), as supplemented, and secured thereunder by a pledge of and lien on System Pledged Revenues which is junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues under the Bond Resolution. The proceeds of the Junior TIFIA Loan must be drawn no later than one year after substantial completion of the Project, and such proceeds are expected to be available to pay the Series 2015 Notes on their maturity date and, if sufficient, pay additional federally eligible costs of the Project. See "PLAN OF FINANCE" herein.

For a more complete description of the terms and conditions of the Series 2015 Notes, reference is made to the proceedings authorizing the issuance of the Series 2015 Notes. The descriptions of the Series 2015 Notes, the Bond Resolution, the Lease-Purchase Agreement, the Continuing Disclosure Agreement, and the County Interlocal Agreement (each as defined herein) and any other matters or documents contained or referenced herein are brief outlines of certain

provisions thereof and do not purport to be comprehensive or definitive. All references herein to such documents and statements are qualified in their entirety by the actual content of such documents and statements to which reference is made herein. Copies of such documents are available from the Office of the Chief Financial Officer, 4974 ORL Tower Road, Orlando, Florida 32807.

PLAN OF FINANCE

The Authority has authorized the issuance of the Series 2015 Notes to, among other things, provide short-term financing for a portion of the Wekiva Parkway Project described below. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015 - WEKIVA PARKWAY PROJECT" attached hereto as Appendix C for a more detailed discussion of the Wekiva Parkway Project.

In 2004, the Florida Legislature enacted the Wekiva Parkway and Protection Act, Chapter 369, Part III, Florida Statutes, in order to address the need for an expressway through the Wekiva River Basin by adopting the recommendations of the Wekiva Basin Area Task Force, the State Road ("SR") 429 Working Group, and the Wekiva River Basin Coordinating Committee. The legislation was the culmination of more than 20 years of discussions and various actions taken to complete the western beltway around metropolitan Orlando while protecting the fragile Wekiva River Basin and springshed.

The proposed Wekiva Parkway Project includes an extension of SR 429, the addition of SR 453 and miscellaneous local and state road improvements within the Wekiva Parkway corridor. The extension of SR 429 contains the final link in completing metropolitan Orlando's beltway in Central Florida. As a dual agency project, the Authority is responsible for the design and construction of 11.32 miles (SR 429 and SR 453), which is referred to herein as the Project, and Florida Department of Transportation (the "Department") is responsible for the design and construction of 12.81 miles (SR 429) (the "Department Section"), for a total of an additional 20.63 miles to SR 429 and 3.50 miles to SR 453. The Wekiva Parkway Project extends from the existing terminus of the dual route SR 429/414 at US 441 in Apopka and continues to Interstate 4 ("I-4") in Sanford. SR 453 extends from SR 429 north of Kelly Park Road to Sorrento Avenue in Mount Dora.

The Project consists of 11.32 miles of new, four-lane limited access expressway with two local access interchanges, one systems interchange, three mainline toll facilities, and no ramp toll plazas. The estimated cost of the Project (including preliminary engineering, construction and right-of-way) is approximately $630.7 million. It is anticipated that the Project will be placed into service by January 2018.

See "SECURITY FOR THE SERIES 2015 NOTES - Use of Proceeds of Junior TIFIA Loan and/or Other Amounts to Pay Series 2015 Notes" herein for a discussion of the expected source of repayment of the Series 2015 Notes.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2015 Notes are expected to be applied as follows:

SOURCES OF FUNDS:	
Par Amount	$
Note Premium	
TOTAL SOURCES OF FUNDS	$
USES OF FUNDS:	
Deposit to Construction Fund[(1)]	$
Deposit to 2015 Capitalized Interest Subaccount	
Costs of Issuance[(2)]	
TOTAL USES OF FUNDS	$

(1) A portion of this amount may be used to fund a debt service reserve account for the Junior TIFIA Loan.

(2) Includes legal fees, financial advisor and consultant fees, rating agency fees, printing costs, and other fees and costs.

DESCRIPTION OF THE SERIES 2015 NOTES

General

The Series 2015 Notes are being issued only as a single fully registered bond anticipation note without coupons in the denomination of the par amount of the Series 2015 Notes; shall be dated the date of the initial delivery thereof, and shall bear interest from such date, payable semiannually on January 1 and July 1 of each year, commencing January 1, 2016. The Series 2015 Notes shall mature on January 1, 2019 in the principal amount, and shall bear interest at the rate set forth on the inside of the cover page hereof.

Registration and Payment

Principal on the Series 2015 Notes will be payable upon presentation and surrender of the Series 2015 Notes at the designated corporate trust operations office of Wells Fargo Bank, National Association or its successors or assigns as Registrar, Paying Agent and Trustee (the "Registrar," "Paying Agent" or "Trustee") in Philadelphia, Pennsylvania. Interest on the Series 2015 Notes will be paid by check or draft drawn upon the Paying Agent and mailed to the registered Holders of the Series 2015 Notes at the addresses as they appear on the registration books maintained by the Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2015 Notes subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest will be payable to the Holders in whose name such Series 2015 Notes are registered at

the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Holders of such Series 2015 Notes not less than 15 days preceding such special record date. Such notice shall be mailed to the Holders in whose name the Series 2015 Notes are registered at the close of business on the fifth day (whether or not a Business Day) preceding the date of mailing.

If the date for payment of the principal of, prepayment price, if any, or interest on the Series 2015 Notes is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day will have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, a registered owner of $1,000,000 or more in principal amount of Series 2015 Notes may provide for payment of principal, redemption price and interest with respect to such Series 2015 Notes by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, to the Paying Agent with the presentation or surrender of the Series 2015 Notes to be paid, and (ii) in the case of interest, to the Paying Agent, as registrar, at least 15 Business Days prior to the applicable Record Date. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice.

The Authority and the Registrar, Paying Agent, and Trustee may deem and treat the registered Holders of any Series 2015 Note as the absolute owners of such Series 2015 Note for the purpose of receiving payment of the principal thereof and the interest and prepayment price, if any, thereon.

Transfer and Exchange

Each Series 2015 Note may be transferred upon the registration books of the Authority kept for that purpose at the office of the Registrar as provided in the Bond Resolution. All Series 2015 Notes presented for transfer, exchange, or payment (if so required by the Authority or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Authority and the Registrar, duly executed by the Holders or by a duly authorized attorney. New Series 2015 Notes delivered upon any transfer, purchase or exchange shall be valid obligations of the Authority, evidencing the same debt as the Series 2015 Notes surrendered, shall be secured by the Bond Resolution, and shall be entitled to all of the security and benefits thereof to the same extent as the Series 2015 Notes surrendered.

In all cases of a transfer of the Series 2015 Notes, the Registrar shall at the earliest practical time in accordance with the terms of the Bond Resolution enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee new fully registered Series 2015 Notes of the same Series, maturity and of authorized denomination, for the same aggregate principal amount and payable from the same source of funds.

The Authority and Registrar may charge the Registered Owner for the registration of every transfer or exchange of the Series 2015 Notes an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Authority) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2015 Notes shall be delivered.

Redemption

The Series 2015 Notes are subject to redemption prior to their maturity at the option of the Authority upon notice as provided in the Bond Resolution, as a whole or in part at any time, on and after January 1, 2018, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

Book-Entry Only System

DTC will act as securities depository for the Series 2015 Notes. The Series 2015 Notes will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2015 Notes, each in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2015 Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2015 Notes on DTC's records. The ownership interest of each actual purchaser of each Series 2015 Note ("Beneficial Owner")

is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2015 Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2015 Notes, except in the event that use of the book-entry system for the Series 2015 Notes is discontinued.

To facilitate subsequent transfers, all Series 2015 Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2015 Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2015 Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2015 Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2015 Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2015 Notes, such as defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2015 Notes may wish to ascertain that the nominee holding the Series 2015 Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2015 Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2015 Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Distributions, and dividend payments on the Series 2015 Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Authority or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, the Registrar, the

Paying Agent or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority and/or the Paying Agent for the Series 2015 Notes. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

The Authority, the Trustee, the Paying Agent and the Registrar do not have any responsibility or obligation to the Direct Participants, Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant, (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of an interest on the Series 2015 Notes, (3) the delivery or timeliness of delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Bond Resolution to be given to Noteholders, or (4) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Noteholders.

DTC may discontinue providing its services as securities depository with respect to the Series 2015 Notes at any time by giving reasonable notice to the Authority or its agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2015 Note certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository) upon compliance with all applicable rules and procedures. In that event, Series 2015 Note certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

SECURITY FOR THE SERIES 2015 NOTES

General

The Series 2015 Notes are payable from and secured by a pledge of and lien on System Pledged Revenues, which currently consists of, among other things, Net Revenues and until applied in accordance with the provisions of the Bond Resolution, amounts on deposit in certain of the funds and accounts established under the Bond Resolution, and the proceeds of the Series 2015 Notes on deposit in the Series 2015 Notes Construction Fund. However, the Authority reasonably expects that the Series 2015 Notes will be paid in full from the monies received by the Authority from a future sale of refunding Bonds or other obligations issued under the Bond Resolution for the purpose of currently refunding the Series 2015 Notes, or from other sources of funds available to the Authority, including moneys received by the Authority pursuant to the Junior TIFIA Loan. See "SECURITY FOR THE SERIES 2015 NOTES - Net Revenues" herein.

The pledge of and lien on the System Pledged Revenues securing the Series 2015 Notes is on a parity with the pledge thereof and lien thereon securing the other Outstanding Parity Bonds, any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds, if any. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Senior Obligations" and "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

The Bond Resolution permits the Authority to pledge Supplemental Payments, which include payments (the "County Interlocal Agreement Payments") made pursuant to the County Interlocal Agreement (as defined herein), as additional security for the payment of one or more Series of Bonds to the extent System Pledged Revenues (and if pledged to a particular Series of Bonds, Series Payments), are insufficient therefor. See the definition of "Supplemental Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute Supplemental Payments. However, no such Supplemental Payments are currently pledged to the payment of the Series 2015 Notes. Currently, the County Interlocal Agreement Payments only secure the Series 1990 Bonds. While all of the Series 1990 Bonds are secured by the County Interlocal Agreement Payments, holders of the other Outstanding Parity Bonds do not have any right to repayment from the County Interlocal Agreement Payments and the same are not pledged as security for the Series 2015 Notes or the Outstanding Parity Bonds. See "SECURITY FOR THE SERIES 2015 NOTES - No County Interlocal Agreement Payments Pledged For Series 2015 Notes " herein.

The Bond Resolution also permits the Authority to pledge additional revenue sources as System Payments which shall constitute a portion of the System Pledged Revenues, however, no such System Payments are currently pledged to the payment of the Series 2015 Notes or any other Bonds. See the definition of "System Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute System Payments and to be included as part of the System Pledged Revenues.

Pursuant to the Bond Resolution, a particular Series of Bonds may also be secured by a pledge of Series Payments. See the definition of "Series Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute Series Payments. There are no Series Payments currently pledged to the payment of the Series 2015 Notes or any other Bonds.

Parity Bonds, including the Series 2015 Notes, are also secured by and payable from monies in the respective subaccount within the Debt Service Reserve Account related to such Series of Bonds and various funds and accounts created pursuant to the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" herein for a description of such funds and accounts. See "SECURITY FOR THE SERIES 2015 NOTES - Debt Service Reserve Account" herein for a description of the Debt Service Reserve Account and the Series 2015 Reserve Subaccount therein.

Net Revenues

Net Revenues pledged to the payment of principal of and interest on the Series 2015 Notes are derived by deducting from the Gross Revenues of the System, the Cost of Maintenance, the Cost of Operation, required deposits to the OM&A Reserve Account, and Administrative Expenses. The Bond Resolution defines "Gross Revenues" as (1) all tolls, leasehold payments, concession payments, revenues, rates, rents, charges and other income and receipts derived by or for the account of the Authority from the leasing or operation of the System, (2) investment income received on any amounts held pursuant to the Bond Resolution or any Supplemental Authorizing Resolution in the System General Revenue Fund, the System General Reserve Fund, the System Projects Fund, the OM&A Fund and the Renewal and Replacement Fund, and (3) the proceeds of any use and occupancy insurance on any portion of the System. "Gross Revenues" do not include Supplemental Payments, Series Payments, System Payments, revenues derived from the operation of Non-System Projects (unless designated part of the System pursuant to the Bond Resolution), payments pursuant to a Bond Letter of Credit, payments pursuant to a Qualified Swap Agreement, or the proceeds of any gifts, grants, or other payments to the Authority from the United States government, the State or any public or private instrumentality, individual or entity that are not in the nature of an operating, concession or rental payment with respect to the use and operation of the System. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein.

Debt Service Reserve Account

The Authority established the Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2015 Debt Service Reserve Subaccount as a separate subaccount within the Debt Service Reserve Account established pursuant to the Master Bond Resolution. The Debt Service Reserve Requirement applicable to the Series 2015 Notes is $0.00. Holders of the Series 2015 Notes will not be secured by any other money or Reserve Account Credit Facilities on deposit in the Debt Service Reserve Account or any subaccounts therein.

The Authority has purchased Reserve Account Credit Facilities from various providers for the benefit of all Bonds Outstanding except the Series 2008B Bonds, the Series 2010A Bonds and the Series 2010C Bonds. The Bond Resolution does not require minimum ratings for providers of Reserve Account Credit Facilities. The Debt Service Reserve Requirement associated with the Series 2008B Bonds is zero so long as the credit facilities supporting the Series 2008B Bonds remain in effect. The Debt Service Reserve Requirement for the Series 2010A Bonds was funded from proceeds of the Series 2010A Bonds and the 2010A Reserve Subaccount secures the repayment of the Series 2010A Bonds only. The Debt Service Reserve Requirement for the Series 2010C Bonds was funded from the proceeds of the Series 2010C Bonds and the 2010C Reserve Subaccount secures the repayment of the Series 2010C Bonds only. Other Series of Outstanding Bonds are secured by investments in subaccounts established for such Series in the Debt Service Reserve Account.

Limited Obligations

The Series 2015 Notes and all obligations under the Bond Resolution are limited obligations of the Authority payable solely from the System Pledged Revenues, and, if applicable, any Supplemental Payments (including County Interlocal Agreement Payments) or Series Payments hereafter pledged to the payment of the Series 2015 Notes and earnings on funds held in certain funds and accounts, as respectively provided in the Bond Resolution.

NONE OF THE STATE OF FLORIDA, ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON, THE SERIES 2015 NOTES AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2015 NOTES. NO OWNER OF ANY OF THE SERIES 2015 NOTES SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY LOCATED THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED FOR THE PAYMENT OF THE SERIES 2015 NOTES. THE AUTHORITY HAS NO TAXING POWER. THE SERIES 2015 NOTES ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.

Use of Proceeds of Junior TIFIA Loan and/or Other Amounts to Pay Series 2015 Notes

Pursuant to the terms of the Nineteenth Supplemental Resolution, the Authority is expected to reserve the right to (but not be obligated to) use all or a portion of the proceeds it expects to receive from the Junior TIFIA Loan to pay all or a portion of the principal of the Series 2015 Notes on their maturity date. See "JUNIOR TIFIA LOAN AGREEMENT" and "RISKS RELATED TO JUNIOR TIFIA LOAN AND THE PROJECT." However, in the event proceeds of the Junior TIFIA Loan have not been received by the Authority by the maturity date of the Series 2015 Notes, the Authority expects that it will issue short-term Parity Bonds and/or junior lien obligations under the Master Junior Lien Bond Resolution ("Junior Lien Bonds") to refinance the principal of the Series 2015 Notes. See "JUNIOR TIFIA LOAN AGREEMENT" and "RISKS RELATED TO JUNIOR TIFIA LOAN AND THE PROJECT - Market Access Required if Junior TIFIA Loan Proceeds are not Disbursed."

No County Interlocal Agreement Payments Pledged For Series 2015 Notes

The Florida Interlocal Cooperation Act of 1969, Section 163.01 of the Florida Statutes (the "Interlocal Cooperation Act"), authorizes local governmental units to enter into agreements that provide for cooperation in the provision of governmental services and facilities. Pursuant to the Interlocal Cooperation Act, the Authority and Orange County, Florida entered into an

Interlocal Agreement (the "County Interlocal Agreement"). The County Interlocal Agreement states that the Authority will provide, operate and maintain existing and future roads and related facilities comprising the System, in exchange for which Orange County, Florida will make certain County Interlocal Agreement Payments which constitute Supplemental Payments under the Bond Resolution with respect to certain Series of Bonds. The County Interlocal Agreement Payments are pledged, as Supplemental Payments, only to the payment of the Series 1990 Bonds.

THE COUNTY INTERLOCAL AGREEMENT PAYMENTS ARE NOT PLEDGED AS SECURITY FOR THE SERIES 2015 NOTES AND WILL NOT BE AVAILABLE FOR THE PAYMENT OF ANY PORTION OF THE SERIES 2015 NOTES.

JUNIOR TIFIA LOAN AGREEMENT

General

Pursuant to the Junior TIFIA Loan Agreement, the TIFIA Lender has agreed to extend the Junior TIFIA Loan to the Authority in an amount not to exceed approximately $193.7 million. The proceeds of the Junior TIFIA Loan will be applied to the payment, reimbursement or refinancing of certain costs of the Project that are eligible to be financed with proceeds of the Junior TIFIA Loan pursuant to federal law; provided, however, total disbursement under the Junior TIFIA Loan cannot exceed 33% of all eligible costs of the Project and total federal assistance (including any grants received from the U.S. Department of Transportation) provided to the Project cannot exceed 80% of all eligible costs of the Project. Eligible costs of the Project include costs of design and construction, capitalized interest and certain other financing costs. The Junior TIFIA Loan will bear interest at a fixed interest rate of 1.23% and will mature on July 1, 2049.

THE FOLLOWING IS A SUMMARY OF CERTAIN INFORMATION CONTAINED IN THE JUNIOR TIFIA LOAN AGREEMENT. THE JUNIOR TIFIA LOAN AGREEMENT, ATTACHED HERETO AS APPENDIX I, SHOULD BE READ IN ITS ENTIRETY TO OBTAIN A MORE COMPLETE DESCRIPTION OF THE TERMS AND PROVISIONS OF THE JUNIOR TIFIA LOAN INCLUDING THE VARIOUS COVENANTS, REPRESENTATIONS AND OBLIGATIONS OF THE AUTHORITY THEREUNDER.

Disbursement Requirements

The Authority expects to draw on the Junior TIFIA Loan by _____ 2018 to pay the principal of the Series 2015 Notes. Requests to disburse the Junior TIFIA Loan have to be submitted by the Authority to the TIFIA Lender in the form of a requisition and certification attached to the Junior TIFIA Loan Agreement, which form requires the Authority to make certain representations. Disbursement of the Junior TIFIA Loan is subject to certain conditions precedent, including, but not limited to, the following:

(a) certain conditions precedent that were satisfied in connection with the execution and delivery of the Junior TIFIA Loan Agreement must continue to remain in

place, including, among others, the Junior TIFIA Loan needs to be rated at least "A-" by two nationally recognized rating agencies;

(b) the Authority shall have provided to the TIFIA Lender a financial plan which (i) reflects that amortization of the principal amount of any Bonds or Junior Lien Bonds issued to finance a portion of the Project, other than the Series 2015 Notes, shall not commence until after the end of the Capitalized Interest Period and on or after the Debt Service Payment Commencement Date (as such terms are defined in the Junior TIFIA Loan Agreement) and (ii) sets forth the detailed uses by source of funds available to pay Project costs in accordance with the project budget;

(c) to the extent not previously delivered, the Authority shall have delivered to the TIFIA Lender certified, complete and fully executed copies of any Supplemental Resolution adopted by the Authority pursuant to the Master Bond Resolution, Master Junior Lien Bond Resolution, or other bond resolution entered into after the Effective Date;

(d) the Authority shall have provided (i) a Certificate certifying to the TIFIA Lender that the Authority has acquired or controls all Project rights-of-way required to complete the Project, (ii) to the extent not previously delivered to the TIFIA Lender, certified, complete and fully executed copies of all available agreements related to the acquisition or control of any Project right-of-way, and (iii) all Principal Project Contracts and all Additional Project Contracts (as such terms are defined in the Junior TIFIA Loan Agreement, including, in each case, any amendment, modification or supplement thereto) entered into after the Effective Date;

(e) the Authority shall have demonstrated to the TIFIA Lender's satisfaction that it has all permits and Governmental Approvals necessary as of the time of the applicable disbursement for the operation and maintenance of the Project;

(f) the Authority shall have obtained in full force and effect each of the insurance policies in satisfaction of the conditions of the Junior TIFIA Loan Agreement, and no notice of termination thereof has been issued by the applicable insurance provider;

(g) no Event of Default or event of default under any other Related Document (as defined in the Junior TIFIA Loan Agreement) and no event which with the giving of notice or the passage of time or both would constitute an Event of Default or event of default under any Related Document, in each case, shall have occurred and be continuing;

(h) the representations and warranties of the Authority set forth in the Junior TIFIA Loan Agreement and in each other Related Document shall remain true and correct in all material respects as of the date of disbursement;

(i) no Material Adverse Effect (as defined in the Junior TIFIA Loan Agreement), or any event or condition that could reasonably be expected to result in a Material Adverse Effect, shall have occurred since the date the Authority submitted its TIFIA Loan application to the TIFIA Lender;

(j) the Authority shall have provided evidence of the funding of the TIFIA Debt Service Reserve Account in the amount of the TIFIA Debt Service Reserve Required Balance (as such terms are defined in the Junior TIFIA Loan Agreement);

(k) the Authority shall provide evidence of the reclassification of its 2012A Subordinate Lien Bonds (as defined herein) as a Bond issued pursuant to the Master Junior Lien Bond Resolution and entitled to the lien priority thereunder;

(l) the Project shall have achieved Substantial Completion (as defined in the Junior TIFIA Loan Agreement); and

(m) the Authority shall have satisfied and discharged or fully defeased all of its obligations with respect to the hereinafter described State Infrastructure Bank Loan entered into between the Authority and the Department on April 1, 2005 (the "SIB Loan"), and the lien on System Pledged Revenues with respect to the SIB Loan shall have been released.

See "JUNIOR TIFIA LOAN AGREEMENT - Disbursement Conditions" attached hereto as Appendix I for a more complete description of the disbursement requirements of the TIFIA Loan.

Events of Default and Remedies

Events of Default.

Each of the following events constitute events of default under the Junior TIFIA Loan Agreement:

(a) *Payment Default.* The Authority fails to pay any of the principal amount of or interest on the Junior TIFIA Bond or the Junior TIFIA Loan, when and as the payment thereof is required under the Junior TIFIA Loan Agreement or the Junior TIFIA Bond or on the final maturity date of the Junior TIFIA Loan (each such failure, a "Junior TIFIA Loan Payment Default").

(b) *Covenant Default.* The Authority fails to observe or perform any covenant, agreement or obligation of the Authority under the Junior TIFIA Loan Agreement, the Junior TIFIA Bond or any other TIFIA Loan Document (as defined in the Junior TIFIA Loan Agreement) (other than in the case of any Junior TIFIA Loan Payment Default or any Junior TIFIA Loan Development Default (as described below)), and such failure is not cured within 30 days after receipt by the Authority from the TIFIA Lender of written notice thereof; *provided, however*, that if such failure is capable of cure but cannot reasonably be cured within such

thirty day period, then no event of default under the Junior TIFIA Loan Agreement will be deemed to have occurred or be continuing under this subclause (b) if and so long as within such 30 day period the Authority commences actions reasonably designed to cure such failure and diligently pursues such actions until such failure is cured; provided, however, that such failure is cured within 180 days of the first occurrence of such failure.

(c) *Development Default*. The Authority fails to (i) diligently prosecute the work related to the Project or (ii) complete the Project in accordance with the financial plan (collectively, a "Junior TIFIA Loan Development Default").

(d) *Misrepresentation Default*. Any of the representations, warranties or certifications of the Authority made in or delivered pursuant to the TIFIA Loan Documents (or in any certificates delivered by the Authority in connection with the TIFIA Loan Documents) prove to have been false or misleading in any material respect when made.

(e) *Acceleration of Bonds or Other Material Indebtedness*. Any acceleration shall occur of the maturity of any Bonds, Junior Lien Bonds or of any other indebtedness of the Authority, in an aggregate principal amount equal to or greater than $1 million that is senior to, on parity with, or subordinate to the Junior TIFIA Loan in right of payment or in right of security ("Other Material Indebtedness"), or any such Bonds or Other Material Indebtedness shall not be paid in full upon the final maturity thereof.

(f) *Cross Default*.

(i) Except with respect to any Related Document, any of the representations, warranties or certifications of the Authority made in or delivered pursuant to the documents under which any Other Material Indebtedness (as defined in paragraph (e) above) shall be created or incurred (the "Other Loan Documents"), shall prove to be false or misleading in any material respect (each a "Misrepresentation Default"), or any default shall occur in respect of the performance of any covenant, agreement or obligation of the Authority under the Other Loan Documents, and such default shall be continuing after the giving of any applicable notice and the expiration of any applicable grace period specified in the terms of such Other Loan Documents (as the case may be) with respect to such default (each a "Covenant Default"), if the effect of such Misrepresentation Default or Covenant Default shall permit the immediate acceleration of the maturity of any or all of the Other Material Indebtedness (as the case may be) and, in the case of any such Misrepresentation Default or Covenant Default, the Authority shall have failed to cure such Misrepresentation Default or Covenant Default or to obtain an effective written waiver thereof in accordance with the terms of such Other Material Indebtedness;

(ii) the Authority shall default in the timely performance of any covenant, agreement or obligation under any Related Document or any Related Document shall be terminated prior to its scheduled expiration (unless in any case such default or termination could not reasonably be expected to have a Material Adverse Effect), and the Authority shall have failed to cure such default or to obtain an effective written waiver thereof prior to the expiration of the applicable grace period specified in any such Related Document, or to obtain an effective revocation of such termination (as the case may be); provided, however, that no event of default shall be deemed to have occurred or be continuing under this subclause if, in the case of any termination of a Principal Project Contract (as defined in the Junior TIFIA Loan Agreement), the Authority replaces such Principal Project Contract with a replacement agreement (1) entered into with another counterparty that (x) is of similar or greater creditworthiness and experience as the counterparty being replaced was at the time the applicable Principal Project Contract was originally executed (or otherwise reasonably acceptable to the TIFIA Lender) and (y) is not, at the time of such replacement, suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or state department or agency, (2) on substantially the same terms and conditions as the Principal Project Contract being replaced (or otherwise reasonably acceptable to the TIFIA Lender), and (3) effective not later than 90 days following the date of termination of the Principal Project Contract being replaced; and

(iii) the Authority shall fail to pay principal of, or interest on any bond, note, certificate, warrant, lease, contract or other financial obligation or security of the Authority that is not secured, in whole or in part, by a lien on the System Pledged Revenues, including, but not limited to, a bond, note, certificate, warrant, lease, contract or other financial obligation or security of the Authority issued or entered into to finance Non-System Projects, as and when such amounts become due and payable (unless in any case such default could not reasonably be expected to have a Material Adverse Effect with respect to the System Pledged Revenues or the operation and maintenance of the System).

(g) *Judgments*. One or more judgments for the payment of money in an aggregate amount in excess of $5,000,000 and not otherwise covered by insurance shall be rendered against the Authority and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Authority to enforce any such judgment.

(h) *Failure to Maintain Existence; Change in Legal Structure*. The Authority shall fail to maintain its existence as a body politic and corporate and agency of the State under the laws of the State or the Act shall be amended, modified or

repealed in any manner that could reasonably be expected to result in a Material Adverse Effect.

(i) *Occurrence of a Bankruptcy Related Event.* A Bankruptcy Related Event (as defined in the Junior TIFIA Loan Agreement) occurs with respect to (i) the Authority or (ii) any Principal Project Party (as defined in the Junior TIFIA Loan Agreement), provided, however, that no event of default shall be deemed to have occurred or be continuing under this subclause if, (1) in the case of any Bankruptcy Related Event with respect to a Principal Project Party who is a party to a Design Services Agreement or Construction Contract (each as defined in the Junior TIFIA Agreement), the Authority replaces such Design Services Agreement or Construction Contract with a replacement agreement (x) entered into with another counterparty that (I) is of similar or greater creditworthiness and experience as the counterparty being replaced was at the time the applicable Design Services Agreement or Construction Contract was originally executed (or otherwise reasonably acceptable to the TIFIA Lender), and (II) is not, at the time of such replacement, suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or state department or agency, (y) on substantially the same terms and conditions as the applicable Design Services Agreement or Construction Contract being replaced (or otherwise reasonably acceptable to the TIFIA Lender), and (z) effective as of the date of termination of the Design Services Agreement or Construction Contract being replaced; (2) if the Bankruptcy Related Event occurs prior to the expiration of any period covered by a warranty related to such Design Services Agreement or Construction Contract, the Authority shall have provided evidence satisfactory to the TIFIA Lender demonstrating that the Authority has identified and committed sufficient financial resources and, itself, has the operating expertise to undertake the obligations subject to any applicable warranty under the applicable Design Services Agreement or Construction Contract; or (3) in the case of any Bankruptcy Related Event with respect to a Principal Project Party who is a party to any agreement or contract other than a Design Services Agreement or Construction Contract, the Authority replaces such agreement or contract with a replacement agreement or contract that is (x) entered into with another counterparty that (I) is of similar or greater creditworthiness and experience as the counterparty being replaced was at the time the applicable agreement or contract was originally executed (or otherwise reasonably acceptable to the TIFIA Lender), and (II) is not, at the time of such replacement, suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or state department or agency, (y) on substantially the same terms and conditions as the applicable agreement or contract being replaced (or otherwise reasonably acceptable to the TIFIA Lender), and (z) effective as of the date of termination of the agreement or contract being replaced.

(j) *Project Abandonment.* The Authority abandons the Project.

(k) *TIFIA Loan Documents.* (i) Any TIFIA Loan Document ceases to be in full force and effect (other than as a result of the termination thereof in accordance with its

terms) or becomes void, voidable, illegal or unenforceable, or the Authority contests in any manner the validity or enforceability of any TIFIA Loan Document or denies it has any further liability under any TIFIA Loan Document, or purports to revoke, terminate or rescind any TIFIA Loan Document; or (ii) the Supplemental Junior Lien Authorizing Resolution (as defined in the Junior TIFIA Loan Agreement) ceases (other than as expressly permitted thereunder) to be effective to grant a valid and binding security interest on any material portion of the System Pledged Revenues other than as a result of actions or a failure to act by the Trustee, and with the priority purported to be created thereby.

(l) *Cessation of Operations*. Operation of the System ceases for a continuous period of not less than 180 days unless such cessation of operations occurs by reason of an uncontrollable force (e.g., weather, earthquake, terrorist act, etc.) and the Authority has in force an insurance policy or policies under which the Authority is entitled to recover substantially all debt service on the Bonds and Junior Lien Bonds (including the Junior TIFIA Loan) and any costs and expenses of the Authority during such cessation of operations.

See "JUNIOR TIFIA LOAN AGREEMENT - Events of Default and Remedies" attached hereto as Appendix I for a more complete description of the various events of default under the Junior TIFIA Loan Agreement.

Remedies.

(a) Upon the occurrence of a Development Default, all obligations of the TIFIA Lender under the Junior TIFIA Loan Agreement with respect to the disbursement of any undisbursed amounts of the TIFIA Loan shall immediately be deemed terminated and the TIFIA Lender may (i) suspend the disbursement of the Junior TIFIA Loan proceeds under the Junior TIFIA Loan Agreement and (ii) pursue such other remedies as provided in the Junior TIFIA Loan Agreement. If so requested by the TIFIA Lender in connection with a Development Default, the Authority shall immediately repay any unexpended Junior TIFIA Loan proceeds previously disbursed to the Authority.

(b) (i) Upon the occurrence of a Bankruptcy Related Event with respect to the Authority (1) all obligations of the TIFIA Lender under the Junior TIFIA Loan Agreement with respect to the disbursement of any undisbursed amounts of the Junior TIFIA Loan will automatically be deemed terminated, and (2) the unpaid principal amount of the Junior TIFIA Loan, together with all interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under the Junior TIFIA Loan Agreement, the Junior TIFIA Bond or the other TIFIA Loan Documents, will automatically become immediately due and payable, without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived.

(ii) Except as otherwise described in the previous paragraphs, upon the occurrence of any other event of default under the Junior TIFIA Loan Agreement, the TIFIA Lender, by written notice to the Authority may (i) suspend or terminate all of its obligations under the Junior TIFIA Loan Agreement with respect to the disbursement of any undisbursed

amounts of the Junior TIFIA Loan and (ii) declare the unpaid principal amount of the Junior TIFIA Loan to be, and the same shall thereupon forthwith become, immediately due and payable, together with the interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under the Junior TIFIA Loan Agreement, the Junior TIFIA Bond or the other TIFIA Loan Documents, all without presentment, demand, notice, protest or other requirements of any kind, all of which are hereby expressly waived.

(iii) For so long as (1) there are no contractual obligations of the Authority in effect that provide for rights of acceleration of amounts owed with respect to Bonds or Other Material Indebtedness or (2) there are contractual obligations of the Authority in effect that provide for such rights of acceleration, but no event of default has occurred and is continuing pursuant to any such contractual obligation for which the rights of acceleration may be exercised by the Authority's counterparty, the TIFIA Lender shall forbear with respect to exercising its rights of acceleration under the Junior TIFIA Loan Agreement.

(c) Whenever any event of default under the Junior TIFIA Loan Agreement has occurred and is continuing, in addition to the remedies otherwise described above, the TIFIA Lender:

(i) shall be entitled and empowered to institute any actions or proceedings at law or in equity to enforce the collection of any sums due and unpaid under the Junior TIFIA Loan Agreement, the Junior TIFIA Bond or any other TIFIA Loan Documents;

(ii) may prosecute any such judgment or final decree against the Authority and collect in the manner provided by law out of the property of the Authority the moneys adjudged or decreed to be payable, but only in accordance with and to the extent permitted under the Master Junior Lien Bond Resolution;

(iii) may take such actions at law or in equity as may appear necessary or desirable to collect all amounts payable by the Authority under the Junior TIFIA Loan Agreement, the Junior TIFIA Bond or the other TIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Authority under the Junior TIFIA Loan Agreement, the Junior TIFIA Bond or the other TIFIA Loan Documents; and

(iv) to the extent the Florida Uniform Commercial Code is applicable to any collateral then pledged to the TIFIA Lender pursuant to the Master Junior Lien Bond Resolution including, but not limited to, the System Pledged Revenues, shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to such collateral.

(d) Whenever any event of default under the Junior TIFIA Loan Agreement has occurred and is continuing, the TIFIA Lender may suspend or debar the Authority from further participation in any government program administered by the TIFIA Lender and to notify other departments and agencies of such default.

(e) No remedial action taken pursuant to the Junior TIFIA Loan Agreement shall relieve the Authority from its obligations pursuant to the Junior TIFIA Loan Agreement, the Junior TIFIA Bond or the other TIFIA Loan Documents, all of which shall survive any such action.

(f) Whenever any event of default under the Junior TIFIA Loan Agreement has occurred and is continuing and the TIFIA Lender pursues its rights and remedies thereunder in an action or proceeding at law, the Authority has consented to nonexclusive venue and personal jurisdiction in the Federal Courts in Orange County, Florida.

See "JUNIOR TIFIA LOAN AGREEMENT - Events of Default and Remedies" attached hereto as Appendix I for a more complete description of the various remedies available to the TIFIA Lender upon the occurrence of an event of default under the Junior TIFIA Loan Agreement.

Issuance of Additional Indebtedness

In addition to certain limitations imposed by the Bond Resolution and discussed hereinafter, the Authority has covenanted in the Junior TIFIA Loan Agreement that, except for Permitted Debt (as defined in the Junior TIFIA Loan Agreement), the Authority must receive prior written consent of the TIFIA Lender to issue or incur indebtedness of any kind; provided, that the Authority shall not incur any indebtedness of any kind payable from or supported by the System Pledged Revenues, including Permitted Debt, without the prior written consent of the TIFIA Lender following the occurrence of and during the continuation of an event of default under the Junior TIFIA Loan Agreement. The Junior TIFIA Loan Agreement requires that prior to the issuance by the Authority of any Permitted Debt, including Parity Bonds and Junior Lien Bonds, it must comply with certain conditions precedent listed therein, including, but not limited to, securing the TIFIA Lender's consent to the issuance of such Debt or certifying of compliance with certain requirements and financial ratios listed therein. The applicability of specific conditions precedent is based on the type of Permitted Debt proposed to be issued, and in certain circumstances may affect the Authority's ability to issue debt under the Bond Resolution, the Master Junior Lien Bond Resolution, or otherwise. The definition of Permitted Debt under the Junior TIFIA Loan Agreement specifically allows for the issuance of the Series 2015 Notes by the Authority.

See "JUNIOR TIFIA LOAN AGREEMENT - Negative Covenants - Permitted Indebtedness" attached hereto as Appendix I for a complete discussion of the limitations on additional indebtedness under the Junior TIFIA Loan Agreement. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" herein for a description of the aforementioned additional limitations on additional indebtedness under the Bond Resolution.

SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION

Toll Provisions

Toll Covenant. Pursuant to the Bond Resolution, the Authority covenants that, except as described below in this section under "Adjustments and Classifications of Tolls; Free Passage," it will at all times charge and collect or cause to be charged and collected, tolls, leasehold payments, concession payments, revenues, rates, rents and other charges for the use of the System at rates not less than as shall be required so that:

(a) System Pledged Revenues, plus Supplemental Payments, if any, in an amount not to exceed the aggregate Annual Debt Service Requirement for such Fiscal Year for all Series of Bonds to which such Supplemental Payments are pledged, in each Fiscal Year will be sufficient to make deposits required to be made into the Debt Service Reserve Account pursuant to the Bond Resolution and shall equal at least 120% of the Annual Debt Service Requirement in such Fiscal Year with respect to all Bonds then Outstanding; provided, however, that System Pledged Revenues will in no event provide in each Fiscal Year less than 120% of the Annual Debt Service Requirement with respect to all Bonds then Outstanding; and

(b) Gross Revenues shall be sufficient to pay all payments required by the terms of the Bond Resolution including:

(i) 100% of the Cost of Operation during such Fiscal Year as provided in the Annual Budget of the Authority for such year prepared in conformity with the Bond Resolution;

(ii) 100% of the Administrative Expenses of the Authority, as provided in the Annual Budget of the Authority prepared in conformity with the Bond Resolution;

(iii) 100% of the Cost of Maintenance during such Fiscal Year as provided in the Annual Budget of the Authority prepared in conformity with the Bond Resolution; and

(iv) 100% of the required deposits to the OM&A Reserve Account in such Fiscal Year.

(c) System Pledged Revenues for each Fiscal Year shall be sufficient to pay 100% of:

(i) deposits and payments required pursuant to the Bond Resolution;

(ii) deposits and payments required pursuant to any resolution, indenture or other authorizing instrument under which any obligations of the Authority secured by a pledge of the System Pledged Revenues junior and subordinate to the Bonds are issued; and

(iii) the Renewal and Replacement Requirement.

The definition of "Annual Debt Service Requirement" provides for certain credits against debt service and assumptions in calculating debt service on Bonds with respect to interest earnings, capitalized interest, Series Payments, Qualified Swap Payments and inverse floating rate bonds. The Series 2015 Notes are treated as Balloon Bonds under the Master Bond Resolution, when calculating the amount of the deposits required in each Fiscal Year for purposes of the Annual Debt Service Requirement with respect to the Series 2015 Notes, and shall be treated as payable in each such Fiscal Year the amount of principal installments which would have been payable during such Fiscal Year had the principal of the Series 2015 Notes Outstanding been amortized, from the end of the fifth anniversary of the original issuance of the Series 2015 Notes over a period of 25 years thereafter, on a level debt service basis at an interest rate equal to the rate borne by the Series 2015 Notes on the date of calculation, provided if the date of calculation is within 12 months before the actual maturity of the Series 2015 Notes, the full amount of principal payable at maturity will be included in such calculation. See the definition of "Annual Debt Service Requirement" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.

Failure in any Fiscal Year to comply with the rate covenant described in the Bond Resolution shall not constitute an Event of Default under the Bond Resolution if the Authority complies with the requirements of the Bond Resolution with respect to annual review of the financial condition of the System and the sufficiency of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments and implementation of schedules of tolls and other rates and charges recommended by an Independent Consultant; provided that if an Independent Consultant shall be of the opinion that a schedule of tolls and other rates and charges for the System which would meet such rate covenant is impracticable at the time, and the Authority therefore cannot comply with such requirements, then the Authority shall fix and establish such tolls and other rates and charges as to be recommended by an Independent Consultant to comply as nearly as practicable with such rate covenant, and in such event, failure to comply with the rate covenant will not be an Event of Default under the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A.

In addition to the foregoing, the Authority is bound by certain covenants under the Junior TIFIA Loan Agreement regarding tolls rates and related coverage ratios which are similar to the above-described covenants under the Bond Resolution. See "JUNIOR TIFIA LOAN AGREEMENT - Affirmative Covenants - Rate Coverage" attached hereto as Appendix I for a description of such toll covenants under the Junior TIFIA Loan Agreement.

Reduction of Tolls. Except as described below in this section under "Adjustments and Classification of Tolls; Free Passage," the Authority also covenants in the Bond Resolution not to reduce any rate of toll fixed for transit over the System unless, in addition to obtaining the approval of the Department, if applicable, it shall first obtain or certify as follows in connection with any action of the Authority authorizing such reduction: (a) the Authority shall have obtained a certificate of an Independent Consultant setting forth estimates of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments pledged to the Bonds for the then current and each future Fiscal Year to and including the latest maturity of the Bonds, which may take into consideration, among other things, the additional use of the System projected to result from such reduction in the rate of tolls; (b) the Authority shall have received a favorable

recommendation from an Independent Consultant that such proposed reduction be placed in effect, (c) approval by the Department, if applicable, and (d) the Authority has filed with the Department, if applicable, a certificate of an Authorized Officer of the Authority setting forth (i) the Annual Debt Service Requirement for the then current and each future Fiscal Year, (ii) that the estimated System Pledged Revenues for the then current and each future Fiscal Year are not less than 1.50 times the Annual Debt Service Requirement for such respective current or future Fiscal Year, (iii) that the Authority is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Bond Resolution, and (iv) that immediately prior to such proposed reduction, the amount on deposit in the Debt Service Reserve Account was equal to the Debt Service Reserve Requirement with respect to the Bonds. The certificate of an Independent Consultant referenced above is to be based, in part, on estimates of the Cost of Operation, the Cost of Maintenance, deposits to the OM&A Reserve Account and the Administrative Expenses of the Authority for the System prepared by the Authority and certified by an Authorized Officer of the Authority.

Adjustments and Classification of Tolls; Free Passage. The Authority covenants in the Bond Resolution that tolls will be classified in a reasonable way to cover all traffic, so that tolls will be uniform in application to all traffic falling within any reasonable class regardless of status or character of any person, firm or corporation participating in the traffic, except that classification of tolls based upon frequency, volume, time of such traffic, distance traveled, method of payment, or other method of classification used by comparable tolling authorities shall be deemed to be a reasonable classification for the purposes of the Bond Resolution. The Authority may increase toll rates at any time and, with the approval of the Department with respect to those portions of the System for which the Department pays the Cost of Operation, increase the number of toll gates at any time upon recommendation of an Independent Consultant. The Authority may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided that such action is recommended by an Independent Consultant and will not cause the Authority to fail to comply with the respective toll covenants in the Bond Resolution. For a discussion of the Authority's current program of toll volume discounts, see "SYSTEM REVENUES - E-PASS Discounts" herein.

The Authority further covenants in the Bond Resolution that they will not allow or permit any free use of the toll facilities of the System except to officials or employees of the Authority and the Department engaged in official business of the Authority and the Department, or law enforcement officers, or emergency vehicles while in the discharge of their official duties, or except as required by existing law. See "SYSTEM REVENUES - Toll Suspension" herein.

Issuance of Senior Obligations

The Authority covenants in the Bond Resolution that it will not issue any bonds, evidences of indebtedness or other obligations payable on a senior or priority basis to the Bonds from the System Pledged Revenues and Supplemental Payments, nor shall it voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to the lien of the Bonds issued pursuant to the Bond Resolution. The Authority further covenants in the Bond Resolution that it will not issue any bonds, evidences of indebtedness or other obligations except upon the conditions and in the manner provided in the Bond Resolution,

payable on a parity from the System Pledged Revenues and Supplemental Payments, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge payable on a parity basis with the lien of the Bonds issued pursuant to the Bond Resolution and the interest thereon, upon any of the System Pledged Revenues and Supplemental Payments. Notwithstanding the foregoing, the Authority may issue other obligations secured by a pledge of the System Pledged Revenues and Supplemental Payments in addition to the Bonds authorized by the Bond Resolution provided such obligations contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Bonds issued pursuant to the Bond Resolution as to lien on and source and security for payment from the System Pledged Revenues and Supplemental Payments and in all other respects.

Additionally, the Junior TIFIA Loan Agreement imposes certain conditions on the issuance of such senior obligations and the creation of any additional lien rights outside of the Bond Resolution and the Master Junior Lien Bond Resolution with respect to System Pledged Revenues. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein and "JUNIOR TIFIA LOAN AGREEMENT - Negative Covenants - Permitted Indebtedness" and " - No Prohibited Liens" attached hereto as Appendix I more complete statement of the terms and conditions related to senior obligations under the Junior TIFIA Loan Agreement.

Issuance of Parity Bonds

The Authority may issue Parity Bonds (a) for the purpose of financing System Projects, either alone or jointly with other persons, public bodies or private bodies, (b) for the purpose of financing Non-System Projects, either alone or jointly with other persons, public bodies or private bodies, (c) for the purpose of refunding Outstanding Bonds, (d) for the purpose of completing any System Project for which Bonds have been previously issued pursuant to the Bond Resolution, or (e) for the purpose of refunding subordinated indebtedness.

Except with respect to Refunding Bonds and Completion Bonds, no such Parity Bonds shall be issued unless the following, among other conditions, are complied with:

(a) The amount of the System Pledged Revenues and any Supplemental Payments received or available during the immediately preceding Fiscal Year or any 12 consecutive calendar months selected by the Authority out of the 15 consecutive calendar months immediately preceding the issuance of said Parity Bonds, adjusted as described in the Bond Resolution, as verified by the Verification Agent, equaled at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued.

The System Pledged Revenues calculated pursuant to this paragraph (a) may be adjusted, at the option of the Authority, if the Authority, prior to the issuance of the proposed Parity Bonds, has increased the tolls for transit over the toll facilities of the System. The Net Revenues for the 12 consecutive months out of the 15 months immediately preceding the issuance of said Parity Bonds, shall be adjusted, based upon a certificate of an Independent Consultant, showing

the Net Revenues which would have been derived from the System in such 12 consecutive months as if such increased tolls of the System had been in effect during all of such 12 consecutive months.

(b) (i) If the Authority is constructing or acquiring a System Project from the proceeds of such Parity Bonds and assuming, except as described below, that the toll rates and charges in effect at the time of issuance of such Parity Bonds will be the toll rates and charges to be charged and collected from users of the System when such System Project is completed and open for transit, the annual System Pledged Revenues estimated by an Independent Consultant to be derived during ten full Fiscal Years of operation after the estimated date of completion of the construction or acquisition of said System Project, plus an amount equal to the Supplemental Payments (not to exceed the portion of the Maximum Annual Debt Service Requirement attributable to the Series of Bonds secured by such Supplemental Payments) available (or, as provided by a projection of an Independent Consultant that would have been available had the pledge of such Supplemental Payments been in effect) during any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation, will be equal to at least 120% of the corresponding Annual Debt Service Requirement on the Bonds then Outstanding and the Parity Bonds then proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of such Annual Debt Service Requirement. Any adjustment (including any increase or decrease) in the toll rate structure or other charges scheduled to be put in place may be incorporated into the System Pledged Revenues estimate by an Independent Consultant pursuant to this subparagraph (i) only if the Authority has established a forecast of tolls or other charges to be charged and collected from users of the System when such System Project is completed and open for transit. For purposes of calculating the System Pledged Revenues, the amount of System Payments to be included shall be equal to the amount of such System Payments received (or, as provided by a projection of an Independent Consultant, that would have been received had such System Payment been in effect) in any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation.

(ii) System Pledged Revenues for the System, plus Supplemental Payments pledged to the Bonds for the preceding Fiscal Year or for 12 consecutive months of the preceding 15 months, must equal at least the Maximum Annual Debt Service Requirement. In calculating the System Pledged Revenues for purposes of this paragraph only, such System Pledged Revenues may be adjusted as follows:

(A) If a toll increase has been adopted for the System prior to the issuance of the proposed Parity Bonds, the System Pledged Revenues may be adjusted, based on a certificate of an Independent Consultant to show the System Pledged Revenues which would have been derived from said System in such 12 consecutive months as if such tolls of said System had been in place during all of such 12 consecutive months; and

(B) Such System Pledged Revenues for the System may also be estimated by an Independent Consultant for the first full Fiscal Year of operation

of the System Project to be financed from the proposed Parity Bonds. Such projection, as certified by an Independent Consultant, may not be for a Fiscal Year which exceeds three full Fiscal Years beyond the year of issuance of such Parity Bonds.

See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A for a more complete statement of the terms and conditions for the issuance of Parity Bonds, including the conditions for the issuance of Parity Bonds for purposes of financing Non-System Projects.

As previously described herein, the Authority is bound by additional covenants regarding the issuance of Parity Bonds pursuant to the Junior TIFIA Loan Agreement. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for a discussion of the limitations thereunder.

Issuance of Refunding Bonds and Completion Bonds

The Authority may issue Refunding Bonds and Completion Bonds under the Bond Resolution payable on a parity with the Outstanding Bonds in the manner and upon compliance with the conditions set forth under "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" herein, except that the Authority need not comply with the provisions of sub-paragraph (b)(i) and (ii) thereunder nor the requirements under the Bond Resolution relating to a supplemental Lease-Purchase Agreement, System Payments, Series Payments and Supplemental Payments nor the delivery of a certificate of an Authorized Officer and a certificate of the Independent Consultant. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A for a more complete discussion of the requirements for the issuance of Refunding Bonds and Completion Bonds.

Notwithstanding the foregoing, the Junior TIFIA Loan Agreement requires that, and prior to the issuance of any Completion Bonds, the Authority comply with certain additional requirements as stated therein including the provisions of sub-paragraph (b)(i) discussed in the immediately preceding paragraph and excepted under the Bond Resolution. See "JUNIOR TIFIA LOAN AGREEMENT - Definitions - Completion Bonds" attached hereto as Appendix I for a more complete description of the conditions on issuing Completion Bonds imposed under the Junior TIFIA Loan Agreement.

Qualified Swap Agreements

The Bond Resolution permits the Authority to enter into one or more Qualified Swap Agreements with respect to one or more Series of Bonds. Qualified Swap Payments payable by the Authority under any such agreement will be payable from the Interest Account on a parity with interest payments with respect to Bonds. Certain termination fees and payments associated with the Qualified Swap Agreements will be subordinate to the payment of the Bonds and Qualified Swap Payments. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A.

Additionally, the Junior TIFIA Loan Agreement provides that, during the term of the TIFIA Loan, with respect to any Parity Bonds or Junior Lien Bonds bearing interest at a variable rate issued after March 25, 2015, the Authority shall have in full force and effect a Qualified Swap Agreement with a stated maturity date not earlier that the final maturity date of the related Parity Bond or Junior Lien Bond, as applicable. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS - Swap Covenants Under Junior TIFIA Loan Agreement" herein for a discussion of such requirements.

Flow of Funds

Pursuant to the Bond Resolution, the entire Gross Revenues derived from the operation of the System shall be collected by the Authority, or its agents, and, to the extent practicable, deposited daily in the System General Revenue Fund. Upon the pledging of any System Payments, there shall also be created in the System General Revenue Fund a separate account designated the "System Payments Account." Funds on deposit in the System General Revenue Fund and the System Payments Account will constitute System Pledged Revenues under the Bond Resolution.

In addition to the System General Revenue Fund and the accounts thereunder, the following funds and accounts shall be continued and maintained under the Bond Resolution so long as Bonds are Outstanding and shall constitute funds and accounts established under the Bond Resolution:

(a) The "Expressway System Operation, Maintenance and Administrative Expenses Fund" (the "OM&A Fund"). There are also created four separate accounts in the OM&A Fund to be known as the "Cost of Operation Account," the "Cost of Maintenance Account," the "Administrative Expenses Account" and the "OM&A Reserve Account."

(b) The "Expressway System General Reserve Fund" (the "System General Reserve Fund").

(c) The "Expressway System Renewal and Replacement Fund" (the "Renewal and Replacement Fund").

(d) The "Expressway System Projects Fund" (the "System Projects Fund").

In addition to the foregoing, the following funds and accounts are created by the Bond Resolution for the benefit of Outstanding Bonds:

(a) The "Expressway System Sinking Fund" (the "Sinking Fund") and four separate accounts therein to be known as the "Interest Account," the "Principal Account," the "Bond Redemption Account," and the "Debt Service Reserve Account."

(b) The "Expressway System Series Payment Fund" (the "Series Payment Fund") provided that a Series of Bonds to which Series Payments are pledged is Outstanding. The creation and establishment from time to time of separate accounts in the Series Payment Fund are also authorized.

(c) The "Expressway System Supplemental Payments Fund" (the "Supplemental Payments Fund") provided that a Series of Bonds to which Supplemental Payments are pledged is Outstanding. The creation and establishment from time to time of separate accounts in the Supplemental Payments Fund are also authorized.

(d) The "Expressway System Construction Fund" (the "Construction Fund"). The Authority may by Supplemental Authorizing Resolution establish individual Construction Accounts for particular Series of Bonds issued pursuant to such Supplemental Authorizing Resolution.

(e) The "Expressway System Rebate Fund" (the "Rebate Fund"). The Authority may, by Supplemental Authorizing Resolution, establish individual Rebate Accounts for particular Series of Bonds.

(f) Such other funds, accounts, or sub-accounts as the Authority shall determine pursuant to a Supplemental Authorizing Resolution.

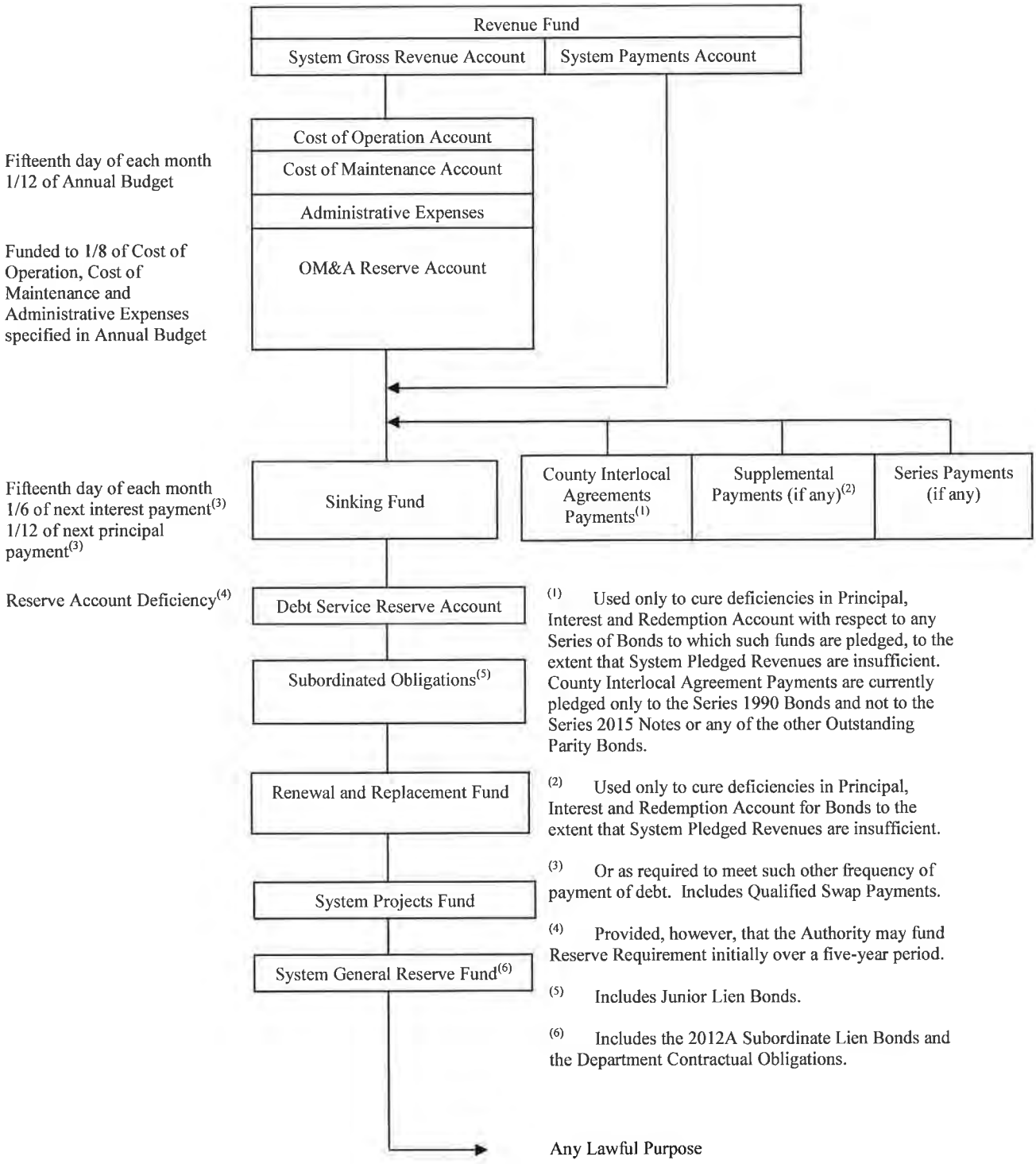
The amounts on deposit in the funds and accounts created by or continued under the Bond Resolution including, but not limited to, the System General Revenue Fund, the OM&A Fund, the System General Reserve Fund, the System Projects Fund and the Renewal and Replacement Fund shall constitute System Pledged Revenues, and trust funds for the purposes provided in the Bond Resolution, and for the purposes of accounting are required to be kept separate and distinct from all other funds of the Authority and used only for the purposes and in the manner provided for in the Bond Resolution. The Sinking Fund and the accounts therein are required to be held pursuant to the Bond Resolution by a trustee. The Supplemental Payments Fund and the accounts therein shall be established and held in compliance with the document or agreement providing for such Supplemental Payments.

All System Payments shall be deposited by the Authority into the System Payments Account in the System General Revenue Fund immediately upon receipt thereof. All Series Payments shall be deposited by the Authority into the Series Payments Fund (or if established, the applicable subaccount therein) immediately upon receipt thereof.

Amounts at any time remaining on deposit in the System General Revenue Fund and the System Gross Revenue Account shall be applied in accordance with the provisions of the Bond Resolution.

The following diagram presents a summary of the application of Gross Revenues, System Payments, Series Payments and Supplemental Payments (including County Interlocal Agreement Payments, if any) to the various funds and accounts as provided in the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "NINETEENTH SUPPLEMENTAL RESOLUTION" attached hereto as Appendix B for a complete description of the application of such funds under the Bond Resolution.

Flow of Funds Diagram



(1) Used only to cure deficiencies in Principal, Interest and Redemption Account with respect to any Series of Bonds to which such funds are pledged, to the extent that System Pledged Revenues are insufficient. County Interlocal Agreement Payments are currently pledged only to the Series 1990 Bonds and not to the Series 2015 Notes or any of the other Outstanding Parity Bonds.

(2) Used only to cure deficiencies in Principal, Interest and Redemption Account for Bonds to the extent that System Pledged Revenues are insufficient.

(3) Or as required to meet such other frequency of payment of debt. Includes Qualified Swap Payments.

(4) Provided, however, that the Authority may fund Reserve Requirement initially over a five-year period.

(5) Includes Junior Lien Bonds.

(6) Includes the 2012A Subordinate Lien Bonds and the Department Contractual Obligations.

SYSTEM FINANCING

Bonded Indebtedness

The following table summarizes the Authority's Outstanding Parity Bonds, upon the issuance and delivery of the Series 2015 Notes.

Bonded Indebtedness	Purpose	Outstanding Par Amount
Series 1990 Bonds	Funded Central Florida GreeneWay (Southern Connector)	$ 23,655,000
Series 2007A Bonds	Funded a portion of the Five-Year Work Plan	425,000,000
Series 2008B-1 Bonds	Refunded certain Bonds	130,870,000
Series 2008B-2 Bonds	Refunded certain Bonds	118,335,000
Series 2008B-3 Bonds	Refunded certain Bonds	149,655,000
Series 2008B-4 Bonds	Refunded certain Bonds	99,715,000
Series 2010A Bonds	Funded a portion of the Five-Year Work Plan	334,565,000
Series 2010B Bonds	Refunded certain Bonds	180,895,000
Series 2010C Bonds	Funded a portion of the Five-Year Work Plan	283,610,000
Series 2012 Bonds	Refunded certain Bonds	201,925,000
Series 2013A Bonds	Refunded certain Bonds	242,320,000
Series 2013B Bonds	Refunded certain Bonds	173,775,000
Series 2013C Bonds	Refunded certain Bonds	107,125,000
Series 2015 Notes	Funding a portion of the Five-Year Work Plan	
Total		$

Source: The Authority.

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Estimated Annual Debt Service

The following table presents the estimated annual debt service obligations of the Authority on the Outstanding Parity Bonds, upon the issuance and delivery of the Series 2015 Notes. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

Estimated Annual Debt Service [1]

Year Ending June 30	Outstanding Parity Bonds[1]	Series 2015 Notes		Total Annual Debt Service
		Principal	Interest	
2015	$	$	$	$
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
Total	$	$	$	$

(1) [Net of capitalized interest. Debt service on the Series 2008B-1 Bonds and the Series 2008B-2 Bonds has been calculated based upon the fixed rate provided in the Interest Rate Swap Agreements relating to each such Series of Bonds. Debt service on the Series 2008B-3 Bonds and the Series 2008B-4 Bonds has been calculated based upon the fixed rate provided in the Interest Rate Swap Agreements relating to each such subseries of Bonds plus an assumed spread of 75 basis points on the Series 2008B-3 Bonds for the period from July 12, 2011 through and including July 12, 2014 and 85 basis points on the Series 2008B-4 Bonds for the period from August 10, 2011 through and including August 10, 2014. Ongoing expenses such as Bond Credit Facility fees, letter of credit fees, and remarketing fees, where applicable, are not included as the same are not included as part of debt service under the Bond Resolution.] [TO BE UPDATED]

Numbers may not add due to rounding.

Source: Prepared by Public Financial Management, Inc. and National Minority Consultants, Inc. and approved by the Authority.

Certain Subordinated Obligations

SIB Loan. The Authority entered into the SIB Loan pursuant to a State Infrastructure Bank Loan Agreement (the "SIB Loan Agreement") with the Department in Spring 2005. Pursuant to the SIB Loan Agreement, the Department advanced the Authority $35,000,000 for the purpose of acquiring rights-of-way for the John Land Apopka Expressway. The Authority has agreed to repay the SIB Loan, with interest at a rate equal to 1.25% per annum, over approximately 12.5 years, from System Pledged Revenues. As of the date hereof, $4,522,714 of the SIB Loan remains outstanding The pledge of such System Pledged Revenues to the repayment of the SIB Loan shall be junior and subordinate to payment of the Series 2015 Notes, the other Outstanding Parity Bonds, future Series of additional Parity Bonds and the Qualified Swap Payments.

2012A Subordinate Lien Bonds. On November 29, 2012, the Authority issued its Refunding Revenue Bonds, Series 2012A (the "2012A Subordinate Lien Bonds") in the original aggregate principal amount of $59,060,000 to fund termination payments associated with the optional termination of a portion of the Authority's Qualified Swap Agreements. The 2012A Subordinate Lien Bonds are secured by a pledge of and lien on System Pledged Revenues junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues securing the Authority's payment obligations with respect to: (1) Bonds and Qualified Swap Payments that are currently issued and Outstanding or may be issued in the future under the Authority's Master Bond Resolution and (2) certain other subordinate obligations of the Authority, including Junior Lien Bonds. As of the date hereof, the 2012A Subordinate Lien Bonds are outstanding in the aggregate principal amount of $59,060,000.

Additionally, the Junior TIFIA Loan Agreement requires that upon the payment or discharge of the Authority's obligations under the Lease-Purchase Agreement, the Authority shall (i) reclassify the 2012A Subordinate Lien Bond as a Junior Lien Bond reissued and delivered pursuant to the Master Junior Lien Bond Resolution, and (ii) deliver a copy thereof to the TIFIA Lender. The obligations currently evidenced by the 2012A Subordinate Lien Bond shall not be entitled to the benefits of a Junior Lien Bond (including payment of principal and interest on parity with any other Junior Lien Bonds) until such time as the Authority's obligations under the Lease-Purchase Agreement are paid or discharged and a new 2012A Junior Lien Bond is executed, authenticated and issued in accordance with the terms of the Junior TIFIA Loan Agreement. Under the Junior TIFIA Loan Agreement and unless waived in writing by the Junior TIFIA Lender, such reclassification is a condition precedent to disbursement of any proceeds of the Junior TIFIA Loan. See Section 13(b)(xiv) of the "JUNIOR TIFIA LOAN AGREEMENT" attached hereto as Appendix I for more information regarding the reclassification of the 2012A Subordinate Lien Bond.

Department Contractual Obligations. On May 29, 2012 the Department and the Authority signed a memorandum of understanding (the "Wekiva MOU") setting forth the required terms of the hereinafter described and subsequently executed Wekiva Interlocal Agreement pursuant to which the parties will build the Wekiva Parkway Project. Certain key provisions of the Wekiva MOU were codified in Sections 348.7546 and 348.757(9), Florida Statutes, effective July 1, 2012. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein for a more detailed description of the Wekiva Interlocal Agreement. Pursuant

to such statutes and the Wekiva Interlocal Agreement, the Authority is required to repay its long-term debt owing to the Department of approximately $___ million (the "Department Contractual Obligations") under the Lease-Purchase Agreement by making the following remaining annual payments (the "LPA Repayments") from the System General Reserve Fund: (i) $20 million on July 1, 2015 and on each July 1 thereafter until the remaining Department Contractual Obligations are less than $20 million; and (ii) a final payment of the balance of the Department Contractual Obligations on the July 1 immediately following the last $20 million payment. If the Authority fails to make any of the scheduled LPA Repayments and such failure is not cured within 60 days, the Department would have authority to disapprove all or any portion of the Authority's work plan and operating budget and compel compliance with this provision. The Department Contractual Obligations of the Authority are junior and subordinate to the lien on System Pledged Revenues under the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" and "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein for a further discussion of the flow of funds and priority of payments under the Bond Resolution.

See Note 5 of the "AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2014 AND JUNE 30, 2013" attached hereto as Appendix G for further information regarding the subordinated obligations and other indebtedness of the Authority.

VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS

Variable Rate Exposure

As of the date of this Official Statement, the Authority has variable rate demand debt in the aggregate outstanding par amount of approximately $498,575,000. Of this amount, the Series 2008B-2 Bonds in the amount of $118,335,000 currently bear interest at a weekly rate and are supported by a credit facility from a financial institution. In addition, as of the date of this Official Statement, the Series 2008B-1 Bonds are Outstanding in the amount of $130,870,000 and are privately placed with Barclays Bank PLC and the Series 2008B-3 Bonds and the Series 2008B-4 Bonds are Outstanding in the aggregate amount of $249,370,000 and are privately placed with Wells Fargo Bank, National Association. The Series 2008B-1 Bonds, the Series 2008B-3 Bonds and the Series 2008B-4 Bonds are each in the "Bank Rate Mode" pursuant to which they bear interest at a variable rate at a defined spread over the SIFMA Index but are not by supported by a credit facility and/or a liquidity facility. The Authority continues to closely manage its rollover and re-pricing risks and seek opportunities to reduce such risks in accordance with its current Interest Rate Risk Management Policy and market conditions. However, any inability of the Authority to obtain replacement credit facilities and/or liquidity facilities with respect to any of its variable rate demand debt supported by credit facilities and/or liquidity facilities could require the Authority to refinance such Bonds at substantially higher interest rates than the current interest rates on such Bonds and could cause a shorter term out or the acceleration of the maturity of such Bonds. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein for a discussion of the status of the Authority's variable rate demand debt. Additionally, the Junior TIFIA Loan Agreement imposes certain conditions to the issuance by the Authority of Permitted Debt, including variable rate

demand debt. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein. For more information relating to the Authority's variable rate portfolio, see Note 5 of the "AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2014 AND JUNE 30, 2013" attached hereto as Appendix G. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS - Interest Rate Exchange Agreements" herein for a discussion of the Authority's interest rate exchange agreements.

Interest Rate Exchange Agreements

General

The Authority has entered into the transactions described below, and may enter into additional interest rate exchange agreements, forward purchase agreements, or other synthetic financial instruments in the future for the purpose of managing the interest cost of its debt and its capacity to fund additional projects. Interest rate exchange agreements and other synthetic financial instruments involve risks that could result in an economic loss to the Authority. The Authority's payment obligations under the transactions described below constitute Qualified Swap Payments under the Bond Resolution and are therefore payable from System Pledged Revenues on a parity with the Authority's payment obligations with respect to the Series 2015 Notes, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution, provided however, that any termination payments payable by the Authority under the transactions described below are payable from System Pledged Revenues on a subordinate basis to the Authority's payment obligations with respect to the Series 2015 Notes, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution, unless the Authority elects to finance any such termination payment payable by the Authority with the proceeds of Parity Bonds. The Authority has adopted an Interest Rate Risk Management Policy for the purpose of managing its risk with respect to these transactions and has complied with all relevant provisions of such policy as in effect from time to time.

Governmental accounting standards require derivative instruments, such as the interest rate exchange agreements described below, to be reported on the face of the entity's financial statement. Since the interest rate exchange agreements described below meet the definition of "qualified hedge," the fair market value of such interest rate exchange agreements is recorded in the Authority's audited financial statements as an asset and liability. See "AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2014 AND JUNE 30, 2013" attached hereto as Appendix G.

Outstanding Qualified Swap Agreements

In July 2004, the Authority entered into five floating-to-fixed interest rate exchange agreements in connection with the issuance of the Authority's Variable Rate Revenue Bonds, Series 2005 (the "Series 2005 Bonds") having a combined notional amount of $499,105,000 (the "2004 Swaps"). Such interest rate exchange agreements were amended and restated on February 8, 2005. Pursuant to the terms of the 2004 Swaps, the Authority has agreed to pay a fixed rate of 4.7753% to each of UBS AG, Citibank, N.A., Morgan Stanley Capital Services Inc., Royal Bank of Canada and JPMorgan Chase Bank, pursuant to a novation agreement transferring

the obligation from Bear Stearns Financial Products Inc. (collectively, the "2004 Counterparty") and the 2004 Counterparty will make payments at a variable rate based on the SIFMA Index to the Authority. The contractual amounts due for payment by or on behalf of the Authority under the 2004 Swaps are guaranteed under a separate insurance policy issued by Ambac Assurance Corporation ("Ambac") in favor of each 2004 Counterparty. Effective March 24, 2010, Ambac established an optional segregated account pursuant to Wisconsin Statute §611.24 (the "Segregated Account") for the purpose of segregating certain segments of its liabilities and consented to the rehabilitation of the Segregated Account. Based upon petition of the Commissioner of Insurance for the State of Wisconsin (the "CIW"), an Order of Rehabilitation was entered by the Circuit Court in Dane County, Wisconsin, the Segregated Account was placed in rehabilitation and a "Rehabilitator" was appointed to take possession of the assets in the Segregated Account and proceed in accordance with the Plan of Operation proposed by the CIW. All five of the insurance policies issued in connection with the 2004 Swaps have been included in the Segregated Account.

The Series 2005 Bonds were refunded with the proceeds of the Series 2008B Bonds. Pursuant to the Amended Ninth Supplemental Bond Resolution authorizing the issuance of the Series 2008B Bonds, the 2004 Swaps were designated as Qualified Swap Agreements with respect to the Series 2008B Bonds and are currently in place with respect to the Series 2008B Bonds.

Swap Covenants Under Junior TIFIA Loan Agreement

The Authority has covenanted in the Junior TIFIA Loan Agreement to comply with certain requirements pertaining to interest rate exchange agreements, including, but not limited to the following:

(a) With respect to Parity Bonds issued after March 25, 2015 and at all times when the TIFIA Loan is outstanding, the Authority shall have in full force and effect floating-to-fixed interest rate protection agreements (defined individually therein as a "Qualified Hedge") with an aggregate notional amount of not less than 98% and not more than 102% of the aggregate principal amount of such Bonds projected by the Authority from time to time to be Outstanding during the term of the TIFIA Loan, and such Qualified Hedges shall have a stated maturity date not earlier than the final maturity date of such related Bonds.

(b) Each Qualified Hedge shall provide for a fixed interest rate or interest rate cap resulting in fixed payment amounts payable by the Authority. The Authority's payment and termination obligations under such Qualified Hedges shall be from the sources and in the priority specified in the Bond Resolution. The Authority shall ensure that, as of the day following the termination date of any Qualified Hedge, either (i) a subsequent Qualified Hedge is in full force and effect to the extent any such Bonds, bear interest at a variable interest rate, or (ii) such variable rate Bonds have been converted to a fixed rate, in each case in accordance with the Junior TIFIA Loan Agreement.

(c) Wells Fargo Bank, National Association, as trustee under the Junior TIFIA Loan Agreement, shall be granted a security interest in each such Qualified Hedge and payments due under each Qualified Hedge in order to secure the Authority's obligations to the TIFIA Lender

under the Junior TIFIA Loan Agreement. The Qualified Swap Agreements evidencing such Qualified Hedges shall provide that all payments due thereunder to the Authority shall be made directly to the Authority for deposit and disbursement in accordance with the Bond Resolution.

(d) Other than as provided in the Junior TIFIA Loan Agreement, the Authority shall neither terminate, transfer nor consent to any transfer of any existing Qualified Hedge without the TIFIA Lender's prior written consent as long as the Authority is required to maintain a Qualified Hedge pursuant to the Junior TIFIA Loan Agreement; and

(e) Notwithstanding the foregoing, the Authority's affirmative covenants under the Junior TIFIA Loan Agreement related to Qualified Hedges shall not apply to (i) any Qualified Swap Agreements with respect to Outstanding Parity Bonds that were entered into prior to March 25, 2015 and that are listed in Exhibit L to the Junior TIFIA Loan Agreement (each an "Existing Hedge"), and (ii) the replacement of any Existing Hedge resulting from a novation (not a termination) of such Existing Hedge, provided that, with respect to subclause (b), (1) the terms and conditions of any replacement Qualified Swap Agreement shall be substantially the same as the terms and conditions of the Qualified Swap Agreement related to the Existing Hedge and (ii) the counterparty to such replacement Qualified Hedge is a qualified provider under the terms of the Junior TIFIA Loan Agreement.

See "JUNIOR TIFIA LOAN AGREEMENT - Affirmative Covenants - Hedging" attached hereto as Appendix I for a more complete statement of the Authority's covenants related to interest rate exchange agreements including requirements pertaining to certain junior or subordinate variable rate debt hereinafter issued.

Termination Risk

The Authority previously acquired swap insurance policies for the swaps associated with the 2004 Swaps. Under certain conditions set forth in the swap agreements, neither the Authority nor the respective counterparty may designate an early termination date without the consent of the respective insurer of the related swap unless an "Insurer Event" has occurred whereby such insurer (i) fails to meet its payment obligations under the swap, (ii) fails to maintain a minimum claims paying ability rating or financial strength rating from either S&P or Moody's described in the respective swap agreements or (iii) has its rating from either S&P or Moody's withdrawn or suspended and such rating is not reinstated within 30 days of such withdrawal or suspension.

Additionally, for the 2004 Swaps a separate Credit Support Annex was negotiated with each of the respective counterparties. During Fiscal Year 2009, Ambac, the insurer on the 2004 Swaps, was downgraded below the A-/A3 level. As such, an "Insurer Event" under the 2004 Swaps did take place. Three of the five 2004 Swaps required that the Authority demonstrate that it had maintained its own rating above the A-/A3 levels, to prevent a termination, which the Authority has and continues to maintain. One of the 2004 Swaps did not consider an "Insurer Event" grounds for early termination unless some additional event of default had taken place, such as failure to meet the payment obligations, none of which have taken place and no posting of collateral is required at this time because the amount of the termination value is below the threshold amount. One of the 2004 Swaps required that the Authority either replace the

insurance policy with another credit support facility or post collateral in the amount of the termination value in excess of $15 million, based on the Authority's credit rating. The Authority received the notice of an "Insurer Event" from this counterparty on June 25, 2009 and posted collateral in July 2009 (Fiscal Year 2010). The collateral funds were drawn from an internal discretionary reserve which the Authority has established to, among other things, manage the termination risks associated with its swap portfolio which, as of the date of this Official Statement, is set at $160 million. All investment income on the securities posted as collateral and the securities themselves, are income to and assets of the Authority, respectively. The original collateral has been returned to the Authority and no other notice to post collateral has been received by the Authority.

For more information regarding the termination value of the Authority's swap portfolio as of June 30, 2014 and a full discussion of the objectives of the Authority's swap portfolio, the fair value thereof as well as certain other risks associated with the Authority's swap portfolio, see Note 5 of the "AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2014 AND JUNE 30, 2013" attached hereto as Appendix G.

THE AUTHORITY

Introduction

The Central Florida Expressway Authority is an agency of the State of Florida created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create the Authority, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. The Authority is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola and Orange Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the Expressway System. The Governing Board of the Authority is made up of nine members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Lake, Orange, Osceola and Seminole Counties; (b) three citizens appointed by the Governor; (c) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor. The Authority is authorized to issue revenue bonds to finance portions of the System and to execute the refunding of existing revenue bonds.

The Authority is responsible for the planning, design, construction and operation of the "System." The Master Bond Resolution defines the "Expressway System" or "System" as the entire Orlando-Orange County Expressway (now Central Florida Expressway) System in existence on the date of adoption of the Master Bond Resolution, including but not limited to, all approaches, roads, bridges, avenues of access for such System and those extensions, additions or improvements to the System as contemplated by the Master Bond Resolution or the Act, including System Projects. See "DESCRIPTION OF THE SYSTEM" herein. The Master Bond Resolution also provides that in no event shall Non-System Projects be part of the System unless such Non-System Projects shall meet the requirements of the Master Bond Resolution for conversion to a System Project. See "AMENDED AND RESTATED MASTER BOND

RESOLUTION" attached hereto as Appendix A. Since its establishment, the Authority has constructed 109 centerline miles of limited access expressways in Orange County, Florida, which currently includes portions of the Martin B. Andersen Beachline Expressway (formerly Bee Line Expressway) (SR 528), the Spessard Lindsay Holland East-West Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Daniel Webster Western Beltway (SR 429), the John Land Apopka Expressway (SR 414) and the Western Beltway Connector (SR 451). The Authority is authorized to issue revenue bonds to finance extensions and improvements to the System under the provisions of the Act.

The Florida Transportation Commission is required to monitor the efficiency, productivity and management of the various transportation authorities in the State including the Authority and has developed and delivered performance measures which are used to review each such transportation authority once a year.

Authority Governing Board

The current members of the Authority's Governing Board, officers and terms of office are as follows:

Name	Position	Term Expires
Welton Cadwell	Chairman	June 24, 2016
Scott Boyd	Vice Chairman	June 24, 2016
Brenda Carey	Secretary/Treasurer	June 24, 2016
Buddy Dyer	Board Member	At conclusion of tenure as Mayor of Orlando, Florida
Fred Hawkins, Jr.	Board Member	June 20, 2016
Teresa Jacobs	Board Member	At conclusion of tenure as Mayor of Orange County, Florida
Walter A. Ketcham, Jr.	Board Member	June 20, 2014*
Jay Madara	Board Member	June 20, 2018
S. Michael Scheeringa	Board Member	June 20, 2018
Diane Gutierrez-Scaccetti	Non-Voting Board Advisor	At conclusion of tenure as Florida's Turnpike Enterprise Executive Director

*Serving until reappointed or a successor is appointed.

The Authority's Governing Board operates through various standing and ad hoc committees. The Committees are composed of five voting members which are staff members from all the jurisdictions of the Authority. The staff members on the Finance Committee have financial management expertise in governmental accounting and experience in public finance.

The Finance Committee reviews all matters related to the Authority's finances and makes recommendations to the Authority's Governing Board with respect to such matters. The staff members on the Audit Committee have financial expertise in governmental accounting and experience reviewing financial statements and audit reports. The Audit Committee oversees all internal and external audit functions. The staff members on the Right-of-Way Committee have experience in Florida eminent domain matters and possess sufficient experience in property acquisition and disposition. The Right-of-Way Committee is responsible for providing oversight and control of the property acquisition and disposition process. The staff members on the Operations Committee have operations and management experience. The Operations Committee is responsible for reviewing operational information such as toll collection and violation processing functions, and to establish agency performance indicators to monitor agency operations.

Authority Management

The System is managed by an Executive Director who is appointed by the Authority's Governing Board and oversees a staff of approximately 60 full-time employees.

Biographical data concerning certain key officials of the Authority is set forth below.

Laura Kelley, *Executive Director*

Laura L. Kelley, who was appointed Executive Director on May 14, 2015, has been with the Authority since 2006. She is responsible for overseeing the Authority's staff. Ms. Kelley holds a Bachelor of Science Degree in Accounting from Florida State University. Prior to joining the Authority, she served as the Executive Director for the Florida Transportation Commission in Tallahassee, Florida. Among her accomplishments, Ms. Kelley was responsible for developing the Florida Transportation Commission Investment Plan for Continued Economic Growth. She has more than 20 years of transportation policy analysis and management experience.

Joseph A. Berenis, P.E., *Deputy Executive Director - Engineering, Operations, Construction and Maintenance*

Joseph A. Berenis, P.E., Deputy Executive Director, has been with the Authority since March 1988. Mr. Berenis oversees all phases of design, construction, maintenance, toll operations and expressway operations. He is also responsible for preparing the Authority's Five Year Work Plan and Master Plan. Mr. Berenis holds a Bachelor and Master of Science in Civil Engineering from the University of Nebraska and is a registered Professional Engineer in Florida and in Nebraska. Mr. Berenis is active in the Florida Engineering Society, the National Society of Professional Engineers, the Institute of Transportation Engineers, and the International Bridge Tunnel and Turnpike Association.

Lisa Lumbard, *Interim Chief Financial Officer*

Lisa Lumbard, Interim Chief Financial Officer, has been with the Authority since 1998. She oversees all of the financial areas of the Authority, including finance, accounting and budget. Ms. Lumbard holds Bachelor of Science Degrees in Finance and International Business

from Florida State University. Ms. Lumbard is active in the Florida Government Finance and Officers' Association and the Government Finance Officers Association.

Joseph Passiatore, Esq., *General Counsel*

Joseph L. Passiatore was appointed as the first in-house general counsel to the Authority in June 2007. This position provides primary legal representation and oversees all legal services provided to the Authority. Prior to joining the Authority, Mr. Passiatore served for twenty-two years as Senior Assistant County Attorney for Orange County, Florida where he supervised that office's in-house litigation section. Previously he was the County Attorney for Charlotte County, Florida; an Assistant City Attorney for the City of Pompano Beach; and an Assistant General Counsel for Broward County, Florida. He received his B.A. degree in government from the University of Notre Dame in 1974 and his Juris Doctorate from Stetson College of Law in 1977. He has been a member of the Florida Bar since 1978.

Centralized Customer Service System Initiative

The Authority was the first in Florida to implement electronic tolling with its E-PASS program in 1994. The Florida Turnpike Enterprises (the "FTE") later implemented their own system, SunPass, in 1999, and the two agencies became interoperable in late 2000. Today, nearly a billion transactions are processed per year by the two agencies and of those, more than 220 million transactions are exchanged between the agencies for payment.

The Authority, FTE, Miami-Dade Expressway Authority and Tampa-Hillsborough Expressway Authority previously evaluated the merits of combining the back office operations for all electronic toll collection and violation enforcement/collection. As such, the four agencies have signed a Centralized Customer Service System Memorandum of Understanding ("CCSS MOU") expressing intent to implement a centralized customer service system ("CCSS") through a jointly developed interlocal agreement among all the participating agencies. The CCSS MOU contemplates the development of a statewide back office operation for the administration of electronic toll collection activities to: (i) provide a single point of contact for all of the participating agencies' customers to improve and simplify customer service; (ii) reduce the cost of non-cash toll collection; and (iii) provide a single, centralized service center with regional satellite offices.

The CCSS MOU also provides that the participating agencies envision that the CCSS will provide a variety of services, including, but not limited to, establishing and maintaining customer accounts, distributing transponders, processing and enforcing violations, and interfacing with third parties such as airport parking facilities, private parking facilities, rental car providers, fleet customers and others.

The CCSS MOU specifically indicates that all agencies will retain their respective autonomy and statutory powers and that the terms of the interlocal agreement and the implementation of the CCSS in accordance with those terms must not violate any bond covenants of the participating agencies.

An Invitation to Negotiate was issued late in 2013 to provide the customer services described above and a firm was selected in spring of 2014. The District is currently engaged in negotiations with such firm and it is not currently known when a notice to proceed will be issued.

Pension Funding

Most permanent employees of the Authority participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, public retirement system administered by the Florida Department of Administration, Division of Retirement. Beginning in 2002, the FRS became one system with two primary plans; a defined benefit pension plan (the "FRS Pension Plan") and a defined contribution plan alternative to the defined benefit plan known as the Public Employee Optional Retirement Program (the "FRS Investment Plan") to provide retirement, disability, and death benefits for active members, retirees, surviving beneficiaries, and deferred retirement option program participants. Benefits under the FRS are established by Chapter 121, Florida Statutes, and Chapter 605, Florida Administrative Code. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the State of Florida. Benefits are computed on the basis of age, average final compensation, and service credit. Employees are classified in either the regular service class or the senior management service class for members who fill senior-level management positions. Employees classified as senior management service class may choose to opt out of participation in the FRS. In addition, the FRS administers a deferred retirement option program ("DROP") which allows eligible employees to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

The State of Florida issues a publicly available financial report that includes financial statements, required supplementary information for the FRS and other information including historical data regarding funding progress and actuarial values and liabilities. The most recent available report for the plan year ended June 30, 2014 may be obtained by writing the Florida Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32315-9000 or by accessing their website at http://www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports.

The 2014 FRS Annual Report available as mentioned in the preceding paragraph, stated that the FRS pension plan was 86.6% funded at July 1, 2014, as the actuarial value of assets was approximately $138.62 billion compared to the actuarial accrued liability of approximately $160.13 billion.

The Authority has no responsibility to the FRS other than to make the periodic payments required by Florida Statutes. Participating employers must comply with the statutory contribution requirements. Section 121.031(3), Florida Statutes, requires an annual actuarial valuation of the FRS Pension Plan, which is provided to the Florida Legislature as guidance for funding decisions. Employer contribution rates under the uniform rate structure (a blending of both the FRS Pension Plan and FRS Investment Plan rates) are recommended by the actuary but set by the Florida Legislature. The Fiscal Year 2014 contribution rate applied to regular

employee salaries was 6.95%, including 1.20% for a post-retirement health insurance subsidy ("HIS"). The Fiscal Year 2013 contribution rate was 5.18%, which included 1.11% for HIS. The Fiscal Year 2014 contribution rate applied to senior management salaries was 18.31%, including 1.20% for HIS. The Fiscal Year 2013 contribution rate was 6.30%, which included 1.11% for HIS. The Fiscal Year 2014 contribution rate applied to the salaries of employees in DROP was 12.84%, including 1.20% for HIS. The Fiscal Year 2013 contribution rate was 5.44%, which included 1.11% for HIS.

For the Fiscal Years ended June 30, 2014, 2013 and 2012 the Authority's actual contributions to the FRS totaled $473,000, $244,000 and $246,000, respectively, which were equal to the required actuarially determined contributions for such Fiscal Years. Therefore the Authority does not have a pension asset or liability as determined in accordance with GASB Statement No. 27.

Prior to the Spring 2011 legislative session, the FRS was noncontributory for members. However, as of July 1, 2011, Chapter 2011-68 of the Laws of Florida requires members of the FRS not enrolled in DROP to contribute 3% of their salary to the FRS in order to reduce employers' required contributions. Employee contributions were $134,000 and $134,000 for the Fiscal Years ended June 30, 2014 and 2013, respectively.

In June 2012, the Government Accounting Standards Board ("GASB") issued Statement No. 68 "Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27" ("GASB No. 68"). The scope of GASB No. 68 addresses accounting and financial reporting for pensions that are provided to employees of state and local governmental employers that meet certain characteristics. GASB No. 68 establishes standards for measuring and recognizing liabilities, deferred outflows/inflows of resources and expense/expenditures. For defined benefit pensions such as the FRS Pension Plan, GASB No. 68 identifies methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value and attribute that present value to periods of employee service. The Authority is required to implement GASB No. 68 for the current Fiscal Year 2015. The implementation of GASB No. 68 will require the Authority to record a liability for the unfunded portion of FRS Pension Plan allocated to it by the State. The unfunded portion has yet to be determined. While GASB 68 requires recognition and disclosure of the unfunded pension liability, there is no requirement that such liability be funded.

See Note 8 of the "AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2014 AND JUNE 30, 2013" attached hereto as Appendix G for further information regarding the FRS and the retirement plans available to the employees of the Authority.

Legislative Matters

The Authority is an independent special district established by the Florida Legislature. The Authority has a legislative proposal to make certain changes to the Act which will not have a material adverse effect on the Series 2015 Notes. Legislation to amend and modify the existence, revenues, management, operations and finances of certain expressway and bridge authorities in the State has been introduced and discussed in prior legislative sessions, including

the consolidation of certain expressway and bridge authorities in the State, including the prior Orlando-Orange County Expressway Authority. However, as of the date of this Official Statement, no such legislation has been introduced (or re-introduced) or passed by the Florida Legislature. The Authority may, from time to time in the future, be subject to changes in laws or regulations, many of which are beyond the control of the Authority, that could have an effect on the existence, revenues, management, operations and finances of the Authority. Notwithstanding the foregoing, pursuant to the current provisions of the Act, the State has covenanted not to limit or alter the rights vested in the Authority and the Department under the Act until all Outstanding Bonds, including the Series 2015 Notes, are fully paid and discharged. The Florida Legislature's 2015 regular legislative session ended on May 1, 2015 without the adoption of a State budget, which is the only bill required to be passed each year by the June 30 deadline. Subsequently, the heads of each chamber issued a Joint Proclamation calling for a special session to convene from June 1 to June 20 for the purposes of considering only the proposed bills specifically listed therein, including those related to the State budget. [The District does not currently believe that any legislation being considered during the special session would affect the existence, revenues, management, operations and finances of the Authority, if enacted.][CONFIRM]

SEC Subpoena

On January 7, 2015, the Securities and Exchange Commission (the "SEC") issued a subpoena of documents to the Authority in relation to the Authority's Series 2013A Bonds and Series 2013B Bonds (collectively, the "Series 2013 Bonds"). The subpoena requires the Authority to produce various documents relating to (i) the issuance of the Series 2013 Bonds and (ii) the Authority's interactions with the senior underwriter of the Series 2013A Bonds, a government relations firm and several individuals employed by either firm. The Authority produced the subpoenaed documents, as requested, by February 13, 2015. The Authority will continue to cooperate with the SEC. The scope and result of the SEC's action is currently unknown.

DESCRIPTION OF THE SYSTEM

The following is a summary of certain information contained in the Consulting Engineer's Report dated May 22, 2015 which was commissioned by the Authority (hereinafter referred to as the "Consulting Engineer's Report"). The Consulting Engineer's Report attached hereto as Appendix C, should be read in its entirety to obtain a more complete description of the System and other proposed roadways. A map of the System is set forth at the beginning of this Official Statement for the reader's reference.

System Overview

Since the establishment of the Authority in 1963, it has opened to traffic 109 centerline miles of limited access expressways consisting of 742 lane miles (including ramps), 61 interchanges, 295 bridges, 14 mainline toll plazas and 64 ramp toll facilities for a total of 301 tolled lanes. The System consists of six expressways: the Beachline Expressway (SR 528), the East-West Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Western Beltway (SR 429), the Apopka Expressway (SR 414) and the Western Beltway Connector (SR 451).

Traffic on the System has more than tripled since 1994. Between 2013 and 2014, the System has experienced an increase in traffic of approximately 7.6%.

The Authority also operates the Goldenrod Road Extension as a Non-System Project. The Goldenrod Road Extension is a four-lane two mile tolled controlled access highway, meaning there are some cross streets with traffic signals. Revenues generated and expenses incurred by the Goldenrod Road Extension are tracked separately and are not included as a part of the System Pledged Revenues.

In 2004, the Florida Legislature amended the Act to authorize, as part of the System, the financing and construction of the Wekiva Parkway (SR 429 Northern Extension) and the Apopka Expressway (SR 414), including realignment of SR 429 north from the interchange with SR 414.

See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015 - THE AUTHORITY SYSTEM" attached hereto as Appendix C for a more detailed description of the System.

Beachline (formerly Bee Line) Expressway (SR 528)

The Martin B. Andersen Beachline Expressway was formerly known as the Bee Line Expressway, and was the Authority's first project. The Beachline Expressway provides access to Universal Studios, Sea World, the Orange County Convention Center, Orlando Central Park and Orlando International Airport. The entire SR 528 extends from I-4 on the west to the John F. Kennedy Space Center on the east. The Authority's portion of the Beachline Expressway extends from McCoy/Boggy Creek Road on the west to SR 520 on the east, a distance of 23 miles, and includes three mainline toll plazas and four ramp toll facilities. Other portions of the Beachline Expressway, to the east and to the west of the Authority's section, were constructed and are owned and operated by the Department. The Dallas Mainline Toll Plaza, located between the Dallas Boulevard Interchange and SR 520, opened to traffic in March 2012. In November 2014, the Authority began construction on a project (the "Airport Mainline Toll Plaza Demolition Project") to remove the Airport Mainline Toll Plaza, construct new ramp toll plazas to/from the Beachline Expressway east at Tradeport Drive and to/from the Beachline Expressway east and west at Boggy Creek Road, and widen the existing portion of the Beachline Expressway from McCoy Road to SR 436. Through an agreement with FTE, tolls will be collected at the West Main Plaza and at the new ramp plazas being constructed as part of such Project. Construction of the Airport Mainline Toll Plaza Demolition Project is expected to be completed in May 2016. The FTE-owned portions of the Beachline Expressway connect to the Authority's portion and extend further west to I-4 and extend further east to Brevard County coastal areas, including the John F. Kennedy Space Center and I-95. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015" attached hereto as Appendix C and the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Beachline Expressway.

East-West Expressway (SR 408)

The Spessard Lindsay Holland East-West Expressway was opened to traffic in 1973 and now extends from an interchange with Florida's Turnpike in the west to an interchange with SR 50 east of SR 434 (Alafaya Trail) on the east. The Authority is responsible for the 22 miles of the East-West Expressway between SR 50 west (at Clarke Road) and SR 50 east. There are four mainline toll plazas and 22 ramp toll facilities on this portion of the East-West Expressway. The Department is responsible for the remainder of the East-West Expressway. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015" attached hereto as Appendix C and the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the East-West Expressway.

Central Florida GreeneWay (SR 417)

The Authority operates and maintains the portion of the Central Florida GreeneWay that begins at an intersection with International Drive near SR 535 and runs east and north to the Seminole County/Orange County line for a total of 33 miles. The Central Florida GreeneWay provides a high-speed connection between I-4 on the west and the Beachline Expressway on the east and also provides southerly access to Orlando International Airport, which provides relief to the existing north access from the airport to the Beachline Expressway and is considered essential for continued airport expansion. As it operates today, the Central Florida GreeneWay includes four mainline toll plazas and 24 ramp toll facilities.

In 1996, the Department extended the Central Florida GreeneWay as a toll road southwest from the Authority terminus at International Drive to I-4 south of US 192 in Osceola County. The Central Florida GreeneWay was extended north from the Orange County/Seminole County line one-half mile to SR 426 (Aloma Avenue) in 1988 by the Seminole County Expressway Authority and an additional 12 miles to US 17-92 in 1994 by the Department.

In 2002, the segment of the Central Florida GreeneWay from US 17-92 to I-4 south of SR 46 in Seminole County was opened to traffic completing the eastern beltway around Orlando. These extensions of the Central Florida GreeneWay are a part of FTE's system, owned and managed by the Department and are not a part of the System. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015" attached hereto as Appendix C and the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Central Florida GreeneWay.

Western Beltway (SR 429)

Located in western Orange County, the Authority operates and maintains 23 miles of the Daniel Webster Western Beltway, a four-lane limited access expressway that begins at Seidel Road and runs north to its terminus at US 441 in Apopka. Three of the 23 miles are part of a

dual route with the Apopka Expressway. The initial portion of the Western Beltway was opened to traffic in July 2000 and extended from Florida's Turnpike in Ocoee to US 441 in Apopka, for a total of approximately 11 centerline miles. In December 2002, the next segment of the Western Beltway was opened to traffic extending the Western Beltway approximately 3.5 miles from CR 535 north to Florida's Turnpike. The remaining segment of the Western Beltway, extending approximately 7.5 miles from CR 535 to Seidel Road, opened to traffic in December 2005. The last segment of the Western Beltway, the dual route SR 429/SR 414, opened to traffic in January 2013 and extends the Western Beltway from SR 429/SR 414 in Apopka near Plymouth Sorrento Road. With the opening of the SR 429/SR 414 dual route, the two mile segment of SR 429 north of SR 414 to US 441 near Vick Road was redesignated as SR 451. As it operates today, the Western Beltway includes two mainline toll plazas and 10 ramp toll facilities.

Previously, FTE extended SR 429 an additional 11 miles south of the Authority terminus at Seidel Road. FTE's first segment of the Western Beltway was opened to traffic in December 2005 and extends from US 192 to Seidel Road. FTE's final segment of the Western Beltway was opened in December 2006 and extends from an interchange with I-4 in Osceola County to US 192. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015" attached hereto as Appendix C and the map of the System on the inside cover of this Official Statement. See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Western Beltway.

Apopka Expressway (SR 414)

The Authority's newest expressway is the John Land Apopka Expressway which opened to traffic in May 2009. The Apopka Expressway is a nine mile limited access expressway which extends east from the Western Beltway to Maitland Boulevard at SR 500/US 441. The Apopka Expressway provides direct access to the Western Beltway, I-4, and employment centers such as the Maitland Center, while relieving congestion on US 441 and many local roads in the greater Apopka area. In addition, the Apopka Expressway serves primarily as a bypass route around the heavily congested Apopka urban area. The Apopka Expressway was constructed with four interchanges, one mainline toll plaza, and four ramp toll facilities. In June 2010, construction began for Phase II of this project. The new System interchange with the Western Beltway and the extension of the Apopka Expressway from the Western Beltway to Boy Scout Road was completed in September 2012. Phase II also includes the extension of Boy Scout Road to US 441 West, which opened to traffic in January 2013. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015" attached hereto as Appendix C and the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Apopka Expressway.

Western Beltway Connector (SR 451)

The Western Beltway Connector was previously the northern portion of the Western Beltway, which opened to traffic in July 2000. With the opening of the dual route SR 429/SR 414 in January 2013, this two mile segment north of the Apopka Expressway to US

441 near Vick Road was redesignated as the Western Beltway Connector (SR 451). There are no mainline or ramp toll plazas associated with this portion of the System.

Traffic Volumes

The following table provides the historic traffic volumes and roadway capacity for the mainline toll plazas of the System for calendar years 2005 through 2014 as well as the generalized Level of Service ("LOS") "E" traffic volume for the mainline in the vicinity of each plaza. LOS provides a measure of the congestion level of a particular roadway; each letter designation describes a range of operating conditions on a particular type of facility, where LOS "A," is the least congested and LOS "F" is the worst or forced flow conditions. The basis for this level of service analysis is generalized daily roadway level of service volumes for urban freeways derived from the FDOT 2013 Quality/Level of Service Handbook. The LOS "E" volume is the largest average weekday traffic volume that could be processed by the expressway before forced flow conditions are reached.

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Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System

	Beachline Expressway (SR 528)			East West Expressway (SR 408)				
Expressway Mainline Toll Plazas	**Airport Mainline Toll Plaza**	**Beachline Mainline Toll Plaza**	**Dallas Mainline Toll Plaza[1]**	**Hiawassee Mainline Toll Plaza**	**Pine Hills Mainline Toll Plaza[2]**	**Holland West Mainline Toll Plaza[2]**	**Conway Mainline Toll Plaza[3,4]**	**Dean Mainline Toll Plaza**
LOS E Volume[5]	123,300	79,900	79,900	79,900	123,300	79,900	210,300	79,900
(Calendar Year)	**Average Annual Weekday Traffic (AAWT)**							
2014[6]	83,800	53,500	40,900	61,400	77,200	Demolished	125,900	71,100
2013	80,700	49,200	39,200	57,800	72,020	Demolished	116,700	67,300
2012[7][8]	80,800	48,400	38,400	56,300	71,200	Demolished	118,000	67,200
2011	78,700	46,900	Not Open	57,200	72,100	Demolished	120,100	66,700
2010[9]	77,800	46,300	Not Open	56,700	71,200	Demolished	118,200	68,100
2009[10]	75,200	43,300	Not Open	55,900	69,800	Demolished	113,200	65,900
2008	76,300	42,500	Not Open	61,600	77,800	Demolished	112,200	66,000
2007	82,400	47,700	Not Open	66,800	82,700	82,700	118,100	70,100
2006	80,700	46,300	Not Open	64,200	78,700	82,700	125,000	69,900
2005[11]	75,800	46,000	Not Open	59,700	Not Open	81,000	123,500	65,900

(1) The new Dallas Mainline Toll Plaza, located east of Dallas Boulevard Interchange opened to traffic in March 2012.

(2) In November 2006 the Holland West Toll Plaza was taken out of service and demolished. A new plaza, Pine Hills Toll Plaza, was opened approximately two miles to the west. The 2006 AAWT volumes for the Pine Hills Toll Plaza were derived from the Holland West volumes by subtracting out ramp volume to/from SR 408 east at John Young Parkway, Old Winter Garden/Mercy Drive and by adding in ramp volumes to/from SR 408 west at John Young Parkway.

(3) The Holland East Plaza was renamed to the Conway mainline toll plaza based on the re-construction of the toll plaza.

(4) For the year 2007 and 2008, the AAWT for Holland East Plaza is lower than previous years based on the new SR 436/Andes Avenue eastbound tolled off-ramp terminal. Traffic to SR 436/Andes Avenue now exits before the toll plaza. The new SR 436/Andes Avenue ramp terminal opened to traffic in September 2007.

(5) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2013 Quality/Level of Service Handbook.

(6) The year 2014 AAWT volumes were developed collecting a 3-Day traffic count and applying appropriate year 2014 seasonal/monthly adjustment factors.

(7) The 2012 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2012 numbers versus Fiscal Year 2012 numbers previously developed.

(8) A systemwide toll increase was applied in July 2012.

(9) The 2010 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2010 numbers versus Fiscal Year 2010 previously developed

(10) Under the Authority's current toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009.

(11) The 2005 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the 1.5 days of suspended tolls due to Hurricane Wilma.

Source: Consulting Engineer's Report dated May 22, 2015 attached hereto as Appendix C.

Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System (continued)

	Central Florida GreeneWay (SR 417)				Western Beltway (SR 429)		Apopka Expressway (SR 414)	SR 451[12]
Expressway Mainline Toll Plazas	John Young Mainline Toll Plaza	Boggy Creek Mainline Toll Plaza	Curry Ford Mainline Toll Plaza	University Mainline Toll Plaza	Forest Lake Mainline Toll Plaza	Independence Mainline Toll Plaza	Coral Hills Mainline Toll Plaza	SR 429/414 to US 441
LOS E Volume[5]	79,900	79,900	123,300	123,300	79,900	79,900	123,300	79,900
(Calendar Year)	Average Annual Weekday Traffic (AAWT)							
2014[6]	44,800	44,900	73,800	74,100	38,900	19,500	24,100	12,800
2013	41,800	40,300	66,600	71,700	34,400	16,600	20,900	12,300
2012[7][8]	41,300	38,400	65,000	72,800	31,700	15,900	16,300	26,100
2011	41,400	38,300	62,500	74,900	29,600	14,100	13,800	26,700
2010[9]	39,600	36,500	63,200	72,900	29,500	13,700	13,000	26,400
2009[10]	38,200	35,900	63,300	70,500	27,600	12,500	10,500	26,400
2008	43,500	40,400	76,100	75,600	27,000	13,500	Not Open	25,100
2007	45,800	44,800	76,100	82,800	30,400	14,000	Not Open	24,400
2006	42,700	42,400	74,300	81,600	29,200	8,400	Not Open	27,600
2005[11]	30,500	37,900	69,900	79,700	27,700	Not Open	Not Open	26,700
2004	40,000	36,900	76,000	77,900	23,800	Not Open	Not Open	22,200

(1) The new Dallas Mainline Toll Plaza, located east of Dallas Boulevard Interchange opened to traffic in March 2012.

(2) In November 2006 the Holland West Toll Plaza was taken out of service and demolished. A new plaza, Pine Hills Toll Plaza, was opened approximately two miles to the west. The 2006 AAWT volumes for the Pine Hills Toll Plaza were derived from the Holland West volumes by subtracting out ramp volume to/from SR 408 east at John Young Parkway, Old Winter Garden/Mercy Drive and by adding in ramp volumes to/from SR 408 west at John Young Parkway.

(3) The Holland East Plaza was renamed to the Conway mainline toll plaza based on the re-construction of the toll plaza.

(4) For the year 2007 and 2008, the AAWT for Holland East Plaza is lower than previous years based on the new SR 436/Andes Avenue eastbound tolled off-ramp terminal. Traffic to SR 436/Andes Avenue now exits before the toll plaza. The new SR 436/Andes Avenue ramp terminal opened to traffic in September 2007.

(5) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2013 Quality/Level of Service Handbook.

(6) The year 2014 AAWT volumes were developed collecting a 3-Day traffic count and applying appropriate year 2014 seasonal/monthly adjustment factors.

(7) The 2012 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2012 numbers versus Fiscal Year 2012 numbers previously developed.

(8) A systemwide toll increase was applied in July 2012.

(9) The 2010 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2010 numbers versus Fiscal Year 2010 previously developed

(10) Under the Authority's current toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009.

(11) The 2005 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the 1.5 days of suspended tolls due to Hurricane Wilma.

(12) There are no mainline toll plazas associated with SR 451. With the opening of SR 429/414 in January 2013, the existing north portion of SR 429 was re-designated as SR 451. SR 451 provides a connection from SR 414 to US 441 near Vick Road.

Source: Consulting Engineer's Report dated May 22, 2015 attached hereto as Appendix C.

Summary of Level of Service for System

The following table provides a general summary of the level of service, for selected expressway segments, at which the System is operating. The System generally operates at acceptable levels of service (LOS "D" or better) throughout the day and has adequate capacity to accommodate near-term traffic volume increases. However, some ramps and roadway segments experience congestion or significant delays, usually during the morning or evening peak hours. Improvements to the System to reduce congestion and delays on these segments are addressed in the current Five-Year Work Plan. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein and "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015 - THE AUTHORITY SYSTEM - FIVE YEAR WORK PLAN" attached hereto as Appendix C.

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Summary of Level of Service for Selected Expressway Segments

Expressway/Location	Existing Conditions: Number of Lanes (mainline)	Existing Conditions: Level of Service "E" Volume[1]	Calendar Year 2014 Average Annual Weekday Traffic[2]	Generalized Level of Service (LOS): Volume to LOS E Volume Capacity Ratio	Generalized Level of Service (LOS): Density[6] pc/mi/ln	Generalized Level of Service (LOS): Level of Service (LOS)
Beachline Expressway (SR 528)						
Airport Toll Plaza	6	123,300	83,800	0.68	19.35	C
Beachline Toll Plaza	4	79,900	53,500	0.67	18.06	C
Dallas Toll Plaza[4]	4	79,900	40,900	0.51	12.71	B
East-West Expressway (SR 408)						
Hiawassee Toll Plaza	4	79,900	61,400	0.77	29.81	D
Pine Hills Toll Plaza[5]	6	123,300	77,200	0.63	20.42	C
Holland West Toll Plaza[5]	Taken out of service and demolished November 2006					
Conway East & West Toll Plaza[6]	10	210,300	125,900	0.60	18.73	C
Dean Toll Plaza	4	79,900	71,100	0.89	28.81	D
Central Florida GreeneWay (SR 417)						
John Young Toll Plaza	4	79,900	44,800	0.56	17.90	B
Boggy Creek Toll Plaza	4	79,900	44,900	0.56	15.86	B
Curry Ford Toll Plaza	6	123,300	73,800	0.60	19.74	C
University Toll Plaza	6	123,300	74,100	0.60	21.18	C
Western Beltway (SR 429)						
Forest Lake Toll Plaza	4	79,900	38,900	0.49	15.79	B
Independence Toll Plaza	4	79,900	19,500	0.24	8.32	A
Apopka Expressway (SR 414)						
Coral Hills Toll Plaza	6	123,300	24,100	0.20	7.21	A
SR 451[7]						
SR 429/414 to US 441	4	79,900	12,820	0.16	5.56	A

(1) Capacities used were obtained from the generalized daily LOS E volumes for urban freeways shown in the FDOT 2013 Quality/Level of Service Handbook.

(2) The year 2014 AAWT volumes were developed collecting 3-day traffic count and applying the appropriate year 2014 seasonal/monthly adjustment factors.

(3) Level of Service Criteria for the basic freeway segments per the new 2010 Highway Capacity manual is to be defined by density (pc/mi/ln). Density LOS is described as follows: LOS A <= 11; 11 < LOS B <= 18; 18 < LOS C <= 26; 26 < LOS D <= 35; 35 < LOS E <= 45.

(4) The new Dallas Mainline Toll Plaza, located east of the Dallas Boulevard Interchange opened to traffic in March 2012.

(5) In November 2006 the Holland West Toll Plaza was taken out of service and demolished. A new plaza, Pine Hills Toll Plaza, was opened approximately two miles to the west.

(6) The Holland East Plaza was renamed to the Conway mainline toll plaza based on the re-construction of the toll plaza.

(7) There are no mainline toll plazas associated with SR 451. With the opening of SR 429/414 in January 2013, the existing north portion of SR 429 was re-designated as SR 451.

Source: Consulting Engineer's Report dated May 22, 2015 attached hereto as Appendix C.

Toll Collection

The Authority processes both cash and electronic transactions. The Authority's electronic toll collection ("ETC") system has been a highly successful program. The ETC system improved the effectiveness of the Authority's toll revenue operations by reducing operating costs and improving traffic operation. The fully computerized ETC system includes lane controller computers on each toll lane, plaza computers at each mainline toll plaza, a service center with computers and a system host computer. The ETC System has offered the following benefits to the Authority:

(a) Provides the Authority with more effective management, accounting and auditing capability;

(b) Helps accommodate the projected traffic growth of the System through enhanced traffic management capability;

(c) Provides increased toll facility capacity by allowing faster transactions and non-stop movement of traffic which has allowed the Authority to delay or reduce the need for toll facility expansion; and

(d) Enhances security through software which allows access only by authorized operations and management personnel.

The ETC system features automatic vehicle identification technology, referred to a E-PASS, which allows motorists with prepaid accounts to electronically pay the required tolls without stopping at toll booths. The ETC system also includes a violation enforcement system which uses a camera to capture a picture of a toll violator's vehicle and license plate. Currently, the E-PASS transponders are interoperable with all other toll agencies within the State and the North Carolina Turnpike (Quick Pass) and Georgia State Road Tolling Authority (Peach Pass) systems.

The Authority has begun an initiative to replace the current ETC system which is more than 15 years old and is now at the end of its service life. Integrated video tolling/enhanced violation enforcement with robust optical character recognition and automated processes will be some of the new features included in the replacement system. The replacement system is also expected to include improved express lane features, overview and monitoring capabilities, and a major upgrade of the back office, customer service center and IT environment in general.

Due to the success of the E-PASS program, the Authority is currently completing an aggressive plan to convert traditional barrier style toll plazas into express plazas. At express plazas, E-PASS customers can travel through exclusive mainline E-PASS lanes and pay their toll while maintaining the posted speed without slowing or stopping. Non-ETC users must exit the mainline lanes to a separate cash toll plaza. Currently, 13 of the 14 mainline toll plazas are operating in an express configuration. Other than the Airport Mainline Plaza on the Beachline Expressway which is currently being demolished and replaced as part of the previously discussed Airport Mainline Toll Plaza Demolition Project, all other mainline toll plazas have been converted to, or built as, an express configuration.

Currently, the Authority has privatized its toll collections operations. In 1995, Florida Toll Services was selected as the toll facility operations and management services contractor and continued to serve the Authority in that capacity through July 2005. In 2005, Florida Toll Services was again selected and a new contract was awarded which was scheduled to expire in June 2010 but has recently been extended to June 2012 with three one-year extension options. The Governing Board has recently extended the contract until September 2015, at which time the Authority expects to enter into a new contract for such services.

The privatization of toll collections has allowed the Authority to increase its control over revenue collections and toll facility operations. Through the toll facility operations and management contractor, the Authority now is better able to address customer relations during the toll collection process. Overall, privatization has increased the efficiency of the toll collections process and has resulted in cost savings in toll plaza operations.

See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015 - THE AUTHORITY SYSTEM - EXISTING SYSTEM DESCRIPTION - Electronic Toll Collection (ETC)" attached hereto as Appendix C for a more detailed description of this toll collection/management system. Also see "THE AUTHORITY - Centralized Customer Service Center Initiative" herein for a discussion of the Authority's intent to develop a centralized customer service system with the FTE and two other expressway authorities.

Physical Condition of Expressway System

The Bond Resolution requires that the General Engineering Consultant for the Authority, Atkins North America, Inc., perform an annual inspection of the System and issue an Annual Inspection Report regarding the physical condition of the System. The Annual Inspection Report summarizes the findings of these examinations by category for (a) roadways, (b) bridges and (c) buildings. The Authority uses the Annual Inspection Report as a guide for their maintenance staff to perform needed repairs and improvements to the System. The 2014 Annual Inspection Report was completed in January 2015 and found that overall, the System is in good condition. Most of the conditions identified in the most recent Annual Inspection Report are correctable and will be addressed by the Authority under the routine maintenance programs funded by the Authority and supplemented by the Department. Those conditions not corrected under the routine maintenance programs will be corrected as renewal and replacement projects under the Five-Year Work Plan. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015 - THE AUTHORITY SYSTEM - EXPRESSWAY SYSTEM ANNUAL INSPECTION REPORT" attached hereto as Appendix C for a more detailed description of the 2014 Annual Inspection Report. See "MAINTENANCE OF SYSTEM" herein.

Capital Improvement Program

In August 1983, the Authority finalized the first of its Long-Range Expressway Plans to meet the transportation improvement needs of the Orlando urban area through the year 2000. Since then, the Authority has periodically updated its Long-Range Expressway Plan to continuously meet the growing and changing needs of the Orlando urban area. Most recently, in June 2006, the Authority adopted its 2030 Expressway Master Plan as the fourth update to the original plan adopted in 1983. The goal of this update was to develop a long range expressway

master plan which identified Authority policies and direction, tolling and revenue, and capital projects through the year 2030, based on the Authority Governing Board's vision and compatibility with area needs. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015 - CENTRAL FLORIDA EXPRESSWAY AUTHORITY - LONG-RANGE EXPRESSWAY PLANNING" attached hereto as Appendix C.

The 2030 Expressway Master Plan is the basis for the current Five-Year Work Plan. The Five-Year Work Plan is an important tool used by the Authority to effectively manage its program of improvements, enhancements and rehabilitation to the System with the purpose of identifying those projects which the Authority anticipates funding during the next five years. The Five-Year Work Plan is updated annually to reflect and prioritize the needs of the Authority and was most recently approved by the Authority's Governing Board on September 11, 2014. Once approved, the Five-Year Work Plan is then submitted to MetroPlan Orlando for its use in development of a regional transportation improvement plan. The current Five-Year Work Plan covers the five-year period from Fiscal Year 2015 to Fiscal Year 2019 and contains 76 projects, including the Project, with a combined total estimated project cost of approximately $1.2 billion. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015 - THE AUTHORITY SYSTEM - FIVE-YEAR WORK PLAN" attached hereto as Appendix C herein. The Authority has commenced the process of formulating its 2040 Expressway Master Plan.

Pursuant to the aforementioned Wekiva MOU and in accordance with Sections 348.7546 and 348.757(9), Florida Statutes, the Authority and the Department entered into an Interlocal Agreement (the "Wekiva Interlocal Agreement"), dated June 11, 2014, setting forth the terms of their partnership to build the Wekiva Parkway Project. The Wekiva Interlocal Agreement provides that the Authority will finance, acquire, design, construct, own, operate, manage, and maintain 11.32 miles of the Wekiva Parkway Project, to be located in Orange and Lake Counties, while the Department will finance, acquire, design, construct, own, operate, manage and maintain the remaining 12.81 miles of the Wekiva Parkway Project. Under the Wekiva Interlocal Agreement, the Authority is required to repay the Department Contractual Obligations by making the previously described annual LPA Repayments. See "SYSTEM FINANCING - Certain Subordinated Obligations - Department Contractual Obligations" herein. If the Authority fails to make any of the scheduled LPA Repayments and such failure is not cured within 60 days, the Department would have authority to disapprove all or any portion of the Authority's work plan and operating budget and compel compliance with this provision.

Additionally, the Authority has made certain covenants and agreements in the Wekiva Interlocal Agreement, with respect to: (i) the prohibition of payments to be made from the System General Reserve Fund that impair the Authority's ability to make LPA Repayments to the Department, (ii) the prohibition of any amendments to the Master Bond Resolution that impair the Authority's ability to make LPA Repayments to the Department, (iii) certain requirements to obtain the consent of the Department to the issuance of bonds secured by a lien on System Pledged Revenues that would be superior to the LPA Repayments, and (iv) the Authority's agreement to not issue bonds or other indebtedness without obtaining the consent of the Holders of Bonds then outstanding to the discontinuance of its obligations under the Lease-Purchase Agreement effective on July 1, 2028. The provisions of the Wekiva Interlocal Agreement with respect to the consent of the Department to the issuance of bonds by the Authority further provide for instances in which the Department's consent to the issuance of such

bonds is not required (e.g., the issuance of refunding bonds by the Authority that do not increase annual debt service) and instances in which the Department will be deemed to have consented to the issuance of additional bonds upon the Authority providing the Department with a certificate that the Authority will maintain certain debt service coverage ratios after taking into account the LPA Repayments and the proposed additional indebtedness to be issued.

Under the Wekiva Interlocal Agreement, the Authority has the right to prepay the amounts due under the Lease-Purchase Agreement, in which case it shall no longer be subject to the covenants regarding the LPA Repayments or the requirement to obtain the consent of the Department to issue additional indebtedness. Pursuant to the Wekiva Interlocal Agreement, the Department and the Authority also agreed to execute an amendment to the Lease-Purchase Agreement and to include in all future Authority bond issues, including the issuance of the Series 2015 Notes, the following disclosure language describing such amendment:

> The Authority has entered into the Wekiva Interlocal Agreement with the Department, effective June 11, 2014, in which the parties have agreed to discontinue the obligations of the Department under the existing Lease-Purchase Agreement after July 1, 2028. The parties have also agreed to terminate the Lease-Purchase Agreement upon the earlier of the defeasance, redemption or payment in full of the Authority's bonds issued and outstanding as of the effective date of the Wekiva Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon the termination of the Lease-Purchase Agreement, title to the Authority System shall remain vested in the Authority.

Accordingly, and simultaneously with the execution of the Wekiva Interlocal Agreement, the Authority and the Department executed a Third Supplement to Lease-Purchase Agreement, dated June 11, 2014 (the "Third Supplement") which amended the Lease-Purchase Agreement in accordance with the terms of Section 348.757(9), Florida Statutes to: (a) discontinue the obligations of the Department under the Lease-Purchase Agreement after July 1, 2028; (b) terminate the Lease-Purchase Agreement upon the earlier to occur of (1) the defeasance, redemption, or payment in full of the Authority's Bonds issued and outstanding as of June 11, 2014, or (2) the receipt of the requisite consents of the Authority's bondholders to such termination; and (c) eliminate a prior provision so that the Authority will now retain title to the System upon termination of the Lease-Purchase Agreement. The Third Supplement shall become effective on the first date that it may take effect under the terms of the existing Lease-Purchase Agreement.

Funding of the Five-Year Work Plan

The Authority anticipates funding the Five-Year Work Plan with (a) available and projected surplus revenues, (b) proceeds of the Series 2015 Notes, the Junior TIFIA Loan and additional planned Series of Parity Bonds currently expected to be issued in Fiscal Years 2017 and 2019 and (c) other sources, which may include contributions from other public agencies or private entities or the issuance of additional unplanned Parity Bonds. Such amounts and sources may change depending on the final funding plan for the Wekiva Parkway Project and other circumstances affecting the Authority, its revenues and the Five-Year Work Plan, as the same may be revised on an annual basis. See "CONSULTING ENGINEER'S REPORT DATED

MAY 22, 2015" attached hereto as Appendix C herein. Available funding for the Five-Year Work Plan is based on the toll rates in effect as of July 1, 2012 and assumes adjustments as currently provided under the Authority's current toll rate schedule and policy. The next toll rate increase is scheduled to go into effect on July 1, 2017. Any additional toll rate adjustment will affect the Five-Year Work Plan both by changing the funds available to construct projects and by potentially changing the year of need of the projects (as traffic patterns may shift). See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" for a description of the conditions for the issuance of additional Parity Bonds under the Master Bond Resolution. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015 - THE AUTHORITY SYSTEM - FIVE-YEAR WORK PLAN" attached hereto as Appendix C.

MAINTENANCE OF SYSTEM

In the Bond Resolution, the Authority covenants that it will operate the System, or cause the System to be operated, properly and in a sound economic manner and that it will maintain or cause the same to be maintained in good repair, working order and condition, and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted. See "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "LEASE-PURCHASE AGREEMENT" attached hereto as Appendix E. The Lease-Purchase Agreement requires the Department to operate the System in a sound and economic manner and to maintain or cause it to be maintained in good repair, working order and condition and to make all necessary and proper repairs, replacements and renewals. The Lease-Purchase Agreement, however, permits the Department, with the approval of the Authority, to reassign to the Authority any duties or responsibilities, other than payment obligations, arising out of the Lease-Purchase Agreement. In 1993 the Department transferred to the Authority all responsibility for maintenance of the System.

After taking over direct responsibility for maintenance of the System in 1993 the Authority privatized most maintenance activities. The Authority does retain staff to manage the various private contractors which perform maintenance services on the System. For Fiscal Year 2014, the Authority received a maintenance rating of 92 from the Department. Historical ratings have ranged from a low of 85 in 1993, when the Authority assumed maintenance responsibility from the Department, to a high of 94 in Fiscal Year 2002 and Fiscal Year 2009. The Authority strives to maintain a minimum score of 90, well above the Department's minimum acceptable standard score of 80. Effective July 1, 2012, the Department has revised the calculation for their maintenance rating program such that the weightings for the elements and characteristics have been revised to more accurately reflect the overall maintenance condition. Notwithstanding this change in the Department's maintenance rating program, the Authority does not anticipate making any significant changes to the scope of its maintenance activities.

DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM

The Authority and the Department have entered into that certain Lease-Purchase Agreement, dated as of December 23, 1985 (the "Original Lease-Purchase Agreement"), as amended and supplemented by that certain (i) First Supplement to Lease-Purchase Agreement dated as of November 25, 1986, among the Authority, the Department and the Division of Bond Finance of the State of Florida Department of General Services (the "Division"); (ii) Second Supplement to Lease-Purchase Agreement, dated as of October 27, 1988, among the Authority, the Department, and the Division; and (iii) Third Supplement to Lease-Purchase Agreement, dated as of June 11, 2014, between the Authority and the Department and set to become effective on the first date it may take effect under the Original Lease-Purchase Agreement (collectively, the "Lease-Purchase Agreement"), executed copies of which are attached hereto as Appendix E. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, all tolls collected on the System are deposited into the System General Revenue Fund. Such toll revenues are then applied by the Authority in accordance with the terms of the Master Bond Resolution and the application thereof constitutes the payment of all rental and purchase price payments due from the Department under the Lease-Purchase Agreement. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" for a description of the application of toll revenues under the Master Bond Resolution. At the end of the lease term as described below, the Authority shall retain title and absolute ownership to the System. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, the Department is obligated to operate or cause to be operated the System property in a sound and economic manner and to maintain, preserve and keep the System in good repair, working order and condition and, from time to time, to make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be advantageously conducted. The Lease-Purchase Agreement permits the Department, with the approval of the Authority, to reassign to the Authority its duties and responsibilities, other than its payment obligations, regarding the System. In 1993, the Authority assumed responsibility for the maintenance of the System. On January 20, 1995, the Department and the Authority entered into that certain FDOT/OOCEA Interagency Agreement Reassignment of Operations (as amended, the "Interagency Agreement"), pursuant to which the Department reassigned to the Authority the duty and responsibility for operating the System, other than the Department's payment obligations under the Lease-Purchase Agreement.

While the Authority currently has responsibility for operating and maintaining the System, under the Lease-Purchase Agreement responsibility for paying the costs of operating and maintaining certain portions of the System is divided between the Authority and the Department.

Payment of Cost of Operation and Cost of Maintenance attributable to the Department are made from funds of the Department and not from Gross Revenues or County Interlocal Agreement Payments, while the Cost of Operation and Cost of Maintenance attributable to the

Authority are paid by the Authority from Gross Revenues. The amount of money that the Department contributes for maintenance of those portions of the System for which it is obligated to pay the cost of maintenance is determined by a formula tied to the roads' rating under the Department's Maintenance Rating Program. Under the Interagency Agreement, the Department pays such obligation in a lump sum amount to the Authority annually. In order to achieve a higher maintenance standard, the Authority uses Gross Revenues to pay for maintenance at levels above that which the Department will fund. See "MAINTENANCE OF SYSTEM" herein.

On May 26, 2011, Governor Scott exercised his line item veto authority to remove from the State's fiscal year 2011-12 budget approved by the Florida Legislature $11,152,281 from the State's Transportation Trust Fund which was intended to fund the Department's payment obligations to local transportation authorities pursuant to agreements such as the Lease-Purchase Agreement; $5,569,167 of this amount is estimated to have been allocated towards the advances to the Authority. On April 17, 2012, Governor Scott once again exercised his line item veto authority to remove from the State's fiscal year 2012-13 budget approved by the Florida Legislature $12,322,862 from the State's Transportation Trust Fund intended to, among other things, fund the Department's payment obligations under the Lease-Purchase Agreement; $5,482,652 of this amount is estimated to have been allocated towards the advances to the Authority. Notwithstanding the foregoing, based on the express language in the Lease-Purchase Agreement, the Authority continues to maintain that the Department's payment obligations under the Lease-Purchase Agreement is an absolute, irrevocable contractual obligation and is not subject to appropriation.

Neither the express language of the Lease-Purchase Agreement nor the Authority's enabling act indicates that the Department's payment obligations are subject to appropriation or to the best efforts of the Department in obtaining an appropriation. Accordingly, notwithstanding the Department's position, the Authority continues to maintain that the Department's obligation under the Lease-Purchase Agreement to pay for the costs of operations on certain segments of the System is an absolute, irrevocable contractual obligation and is not subject to appropriation. Although the failure of the Department to make its payment obligations under the Lease-Purchase Agreement is not expected to have a material adverse impact on the Authority's financial position, the Authority is currently evaluating its rights and remedies under the Lease-Purchase Agreement. In addition, the Bondholders have the right to enforce all provisions of the Lease-Purchase Agreement against the Department and the Authority in a court proceeding.

However, the Authority and the Department have entered into a Memorandum of Agreement dated February 14, 2013, (the "LPA MOA") with respect to the payment by the Department of future operations and maintenance payments to the Authority as provided in the Lease-Purchase Agreement. Pursuant to the LPA MOA, beginning with the final approval of the Department's 2014 fiscal year budget and continuing for each successive fiscal year thereafter until the Department's obligations under the Lease-Purchase Agreement are terminated, the Department will make all operations and maintenance payments to the Authority as provided in the Lease-Purchase Agreement. The Authority will then exercise its right under the Bond Resolution to fully reimburse the Department for the costs of operations and maintenance on certain portions of the System that are paid by the Department to the Authority under the Lease-

Purchase Agreement, within 60 days of receipt by the Authority of a payment from the Department for such costs, from surplus revenues available for such purpose and remaining on deposit in the General Reserve Fund after the Authority has met its financial obligations. Under the LPA MOA, the Authority and the Department acknowledge and agree that this reimbursement obligation of the Authority is expressly subordinate to the Authority's obligation to make annual $20 million LPA Repayments to the Department pursuant to the Wekiva Interlocal Agreement and Section 348.757(9), Florida Statutes. See "SYSTEM FINANCING - Certain Subordinated Obligations - Department Contractual Obligations" and "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein. If the Authority fails to meet this obligation at any time, the amount not reimbursed by the Authority will be added to the Department Contractual Obligations due and owing under the Lease-Purchase Agreement. In addition, in the event the Authority fails to reimburse the Department as provided in the LPA MOA, the Authority will be obligated to raise tolls, defer projects, or reduce its administrative and other expenses until the Authority is able to fully reimburse the Department for such costs that are paid by the Department under the Lease-Purchase Agreement. The LPA MOA is legally sufficient to bind the parties without further interlocal agreements.

The estimated Net Revenues available for debt service included in this Official Statement assume advances from the Department for operations and maintenance will continue to be made annually pursuant to the Lease-Purchase Agreement, the Interagency Agreement and the LPA MOA. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" and "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein.

Other obligations of the Department under the Lease-Purchase Agreement include inspection of the System on an annual basis, and preparation of a corresponding report regarding conditions of the System.

In accordance with Section 348.757(9), Florida Statutes and the Wekiva Interlocal Agreement, the Lease-Purchase Agreement will stay in effect until the earlier of (i) such time as all Bonds issued under the Master Bond Resolution (and any Bonds refunding the same) have been fully paid, redeemed or defeased; or (ii) the receipt of sufficient Authority Bondholder consent to termination of the Lease-Purchase Agreement. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

CONSENT TO FUTURE AMENDMENT TO LEASE-PURCHASE AGREEMENT

The Authority has entered into the Wekiva Interlocal Agreement with the Department effective June 11, 2014, in which the parties have agreed to discontinue the obligations of the Department under the existing Lease-Purchase Agreement after July 1, 2028. The parties have also agreed to terminate the Lease-Purchase Agreement upon the earlier of the defeasance, redemption or payment in full of the Authority's bonds issued and outstanding as of the effective date of the Wekiva Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon the termination of the Lease-Purchase Agreement, title to the Authority System shall remain vested in the Authority.

Purchasers of the Series 2015 Notes, by their purchase and acceptance thereof, are deemed to have expressly and irrevocably consented, in writing, to amend the terms and provisions of the Lease-Purchase Agreement to discontinue the Department's payment obligations for operation and/or maintenance of certain portions of the System effective July 1, 2028. The Authority will comply with the terms of the Lease-Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease-Purchase Agreement.

SYSTEM REVENUES

General

The following is a summary of certain information contained in the FY 2014 General Traffic and Earnings Consultant's Annual Report dated _____ 2015 (the "System Traffic and Earnings Report") prepared by CDM Smith ("CDMS") which was commissioned by the Authority to study the historical and projected traffic and revenues of the System, including the impact of the latest available data on economic conditions, fuel cost trends, land use assumptions in Central Florida, and actual System traffic trends. The System Traffic and Earnings Report attached hereto as Appendix D speaks as of its date and should be read in its entirety to obtain information essential to understanding the projections and assumptions therein.

Certain data regarding area growth and recent economic activity are included in the System Traffic and Earnings Report, attached hereto as Appendix D and will not be updated in connection with the issuance of the Series 2015 Notes. As discussed in the System Traffic and Earnings Report, there is always some uncertainty inherent in future traffic and revenue forecasts for any toll facility, and differences between forecasted and actual results (which may be material) may occur due to events and circumstances beyond the control of the forecasters and the Authority, including without limitation, economic conditions, fuel costs, destruction or temporary closure due to acts of nature, increased and/or unanticipated costs of operation and maintenance and other factors.

System Toll Structure

In 2009, the Authority adopted and implemented a new toll policy which instituted higher tolls at most tolling points, the Authority's first since 1990. In addition, the policy provided for additional indexed increases to be implemented every five years, the first of which was implemented on July 1, 2012. The July 1, 2012 increase also marked the first implementation of differential toll rates, by which cash customers pay a higher rate than customers paying with transponders.

Existing System Toll Structure[1]

As of July 1, 2012

Roadway	E-PASS Toll Schedule					Cash Toll Schedule				
	2 Axles[2]	3 Axles	4 Axles	5 Axles	6 Axles	2 Axles[2]	3 Axles	4 Axles	5 Axles	6 Axles
Beachline Expressway (SR 528)										
Airport Plaza	$1.09	$1.64	$1.91	$2.46	$2.46	$1.25	$1.75	$2.00	$2.50	$2.50
Beachline Main Plaza	0.87	1.71	2.00	2.55	2.55	1.00	1.75	2.00	2.75	2.75
International Corporate Park	0.59	0.59	0.59	0.59	0.59	0.75	0.75	0.75	0.75	0.75
Dallas Blvd.	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Dallas Main Plaza[3]	0.50	0.75	1.00	1.00	1.00	0.50	0.75	1.00	1.00	1.00
East-West Expressway (SR 408)										
Good Homes Road	$0.28	$0.28	$0.28	$0.28	$0.28	$0.50	$0.50	$0.50	$0.50	$0.50
Hiawassee Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
Hiawassee Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Pine Hills Main Plaza	1.09	1.64	1.91	2.46	2.46	1.25	1.75	2.00	2.50	2.50
Old Winter Garden Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
John Young Parkway (SR 423)	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Orange Blossom Trail	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Mills Avenue	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Bumby Avenue	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Conway Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Andes/Semoran Blvd.	1.09	1.09	1.09	1.09	1.09	1.25	1.25	1.25	1.25	1.25
Conway Main Plaza	1.09	1.64	1.91	2.46	2.46	1.25	1.75	2.00	2.50	2.50
Semoran Boulevard (SR 436)	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Dean Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Dean Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
Rouse Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Central Florida Greenway (SR 417)										
John Young Main Plaza	$1.37	$1.91	$2.46	$3.00	$3.00	$1.50	$2.00	$2.50	$3.00	$3.00
John Young Parkway (SR 423)	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Orange Blossom Trail	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Landstar Boulevard	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Boggy Creek Main Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
Boggy Creek Road	1.09	1.09	1.09	1.09	1.09	1.25	1.25	1.25	1.25	1.25
Lake Nona Boulevard	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Narcoossee Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Moss Park Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Innovation Way	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Lee Vista Boulevard	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Curry Ford Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
Curry Ford Road (SR 552)	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Colonial Drive (SR 50)	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
University Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
University Boulevard	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Western Expressway (SR 429)										
New Independence Parkway	$0.82	$0.82	$0.82	$0.82	$0.82	$1.00	$1.00	$1.00	$1.00	$1.00
Independence Mainline Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
CR 535	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
SR 438	0.28	0.28	0.28	0.28	0.28	0.50	0.50	0.50	0.50	0.50
West Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Forest Lake Main Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
CR 437A	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
John Land Apopka Expressway (SR 414)										
Coral Hills Main Plaza	$1.09	$1.64	$2.18	$2.73	$2.73	$1.25	$1.75	$2.25	$2.75	$2.75
Keene Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Hiawassee Road	0.28	0.28	0.28	0.28	0.28	0.50	0.50	0.50	0.50	0.50

(1) The Authority's Governing Board has the authority to set all toll rates.

(2) Includes motorcycles.

(3) The toll listed for this plaza is what is allocated by the Authority. In addition to this toll, the customer also pays an additional $0.26 for transponder transactions or an additional $0.50 for cash transactions regardless of the number of axles, which additional toll is allocated to the Department and, therefore is not listed in this table.

Source: FY 2014 General Traffic and Earnings Consultant's Annual Report dated _____ 2015.

E-PASS Discounts

The Bond Resolution provides that the Authority may establish preferential toll rates based upon frequency, volume, time of day, distance traveled or method of payment, and that the Authority may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided such action is recommended by an Independent Consultant and will not cause the Authority to fail to comply with the rate covenant in the Bond Resolution.

In 1998, the Authority began a program to offer discounts to frequent E-PASS customers of the System. The program offers a 5% rebate to E-PASS customers with 40 or more transactions per month and a 10% rebate to customers with 80 or more transactions per month. While the E-PASS system is interoperable with SunPASS, as well as LeeWay (Lee County), transactions on these systems do not apply towards the Authority's discount program. In the first Fiscal Year of implementation, the discount totaled approximately $0.7 million or approximately 0.7% of gross revenues of the System. In Fiscal Year 2014, the discount totaled $11.7 million or approximately 3.6% of gross revenues of the System. This growth is indicative of a significant increase in E-PASS usage overall and the frequency of trips made by E-PASS customers. In Fiscal Year 2014, the E-PASS participation rate reached 78.9%, exceeding the Authority's goal of 75% participation.

Beginning in Fiscal Year 2016, the Authority will implement the I-4 Commuter Discount Program (the "Discount Program"). The Discount Program will be offered for a six-year period to provide options for customers during the planned construction of the I-4 Ultimate project. The Discount Program provides an additional 5% discount to customers with 20 or more transactions in a month on the Authority's "beltway" facilities, which include SR 417, SR 429 and SR 414. Such 5% discount will only be offered in months when actual toll revenue exceeds current revenue projections by more than 2%. See "FY 2014 TRAFFIC AND EARNINGS CONSULTANT'S REPORT DATED _____ 2015 - 1.3.1 Discount Programs" in Appendix D hereto.

Toll Suspension

State law permits the Governor to suspend tolls from time to time in the event of a State emergency. However, as part of its forecasting methodology, the revenue projections conducted by CDMS assume that no local, regional or national emergency will arise which will abnormally restrict the use of motor vehicles or substantially alter economic activity or freedom of mobility. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein and "FY 2014 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S REPORT DATED _____ 2015 - 1.6.3 Forecasting Assumptions.

Historical and Projected Revenues

The System's toll revenues (less the E-PASS discount and including recaptured unpaid toll notices) were $319.1 million in Fiscal Year 2014 and are projected to increase to $483.5 million by Fiscal Year 2024 and to $633.1 million by Fiscal Year 2034. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein. For a more complete

discussion of the historical and projected revenues and expenses of the System, a detailed description of the forecasting methodology as well as the assumptions upon which the Traffic Engineer has based its revenue projections, see "SYSTEM REVENUES" herein and " FY 2014 TRAFFIC AND EARNINGS CONSULTANT'S REPORT DATED _____ 2015 - INTRODUCTION AND SYSTEM OVERVIEW" in Appendix D hereto.

HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM

The following tables present historical and projected revenues, expenses and debt service coverage of the System. These tables should be reviewed in conjunction with the information contained under the caption "SYSTEM REVENUES" herein and in the FY 2014 Traffic and Earnings Consultant's Report dated _____ 2015 attached hereto as Appendix D.

Historical Total System Toll Revenues (Thousands)[1]

Fiscal Year	SR 408	SR 528	SR 417	SR 429	SR 414[2]	E-PASS Discount[3]	Total System Toll Revenues Less E-PASS Discount
2005	$80,362	$36,051	$56,661	$10,526	N/A	$5,889	$177,711
2006	85,113	38,458	62,598	13,549	N/A	6,663	193,055
2007	86,503	40,086	66,836	17,400	N/A	7,350	203,475
2008	86,093	40,167	68,491	19,049	N/A	7,853	205,947
2009[4]	88,304	38,521	66,859	18,972	$ 554	6,815	206,395
2010[4][5]	108,705	46,974	79,558	23,593	4,225	9,445	253,610
2011[5]	110,020	48,824	80,892	24,562	5,180	9,466	260,012
2012[5]	110,209	49,376	81,738	25,154	5,737	9,606	262,608
2013[4][5]	122,806	55,494	92,993	29,830	7,860	10,819	298,164
2014[5]	129,425	57,480	100,585	34,022	9,343	11,722	319,133

(1) The "Total System Toll Revenues" figures only include toll revenues and do not include actual receipts from other non-toll revenue sources, interest revenues nor any revenues or costs associated with the Goldenrod Road Extension.

(2) SR 414 opened in February 2009 to electronic traffic and in May 2009 to cash traffic.

(3) The E-PASS discount is given to any electronic toll collection customer that uses their transponder on any Authority roadway more than 40 times in a calendar month with an additional discount for more than 80 transactions in a calendar month.

(4) Under the Authority's current toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009 and the second in Fiscal Year 2013.

(5) Total System Toll Revenues include recaptured unpaid toll notices and account adjustments, which adjustments occur throughout the Fiscal Year.

Numbers may not add due to rounding.

Source: The Authority.

Historical System Operating, Maintenance and Administrative Expenses (Millions)

Fiscal Year	Operating Expenses[1]	Plus Maintenance Expenses	Plus Administrative Expenses	Less Department Participation	Total Net Expenses[2]
2005	$30.1	$10.1	$6.1	$10.0	$36.4
2006	33.3	11.0	7.1	9.8	41.6
2007	33.8	12.5	5.9	9.9	42.3
2008	37.8	14.5	5.6	8.8	49.1
2009	34.3	13.7	5.3	8.3	45.0
2010	34.2	13.6	5.2	8.6	44.4
2011	35.6	13.7	5.3	7.4	47.2
2012	35.4	12.4	5.6	2.5	50.9
2013	36.7	13.6	5.5	2.7	53.1
2014	38.3	14.3	5.1	8.5	49.2

(1) Does not include depreciation, preservation or expenses listed as "other."

(2) Total sum of Operating Expenses, Maintenance Expenses and Administrative Expenses, less Department participation.

Numbers may not add due to rounding.

Source: The Authority.

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Historical Debt Service Ratio (Thousands)

Fiscal Year	Operating Revenues[1]	Plus Interest Revenues	Less Operations, Maintenance & Administration Expense	Plus Advances from Department for Operations and Maintenance[2]	Less Deposits into Operations, Maintenance & Administration Reserve	Net Revenues Available for Debt Service	Net Revenues Available for Debt Service Including Supplemental Payments[3]	Total Debt Service	Debt Service Ratio of Net Revenues to Debt Service	Debt Service Ratio of Net Revenues and Supplemental Payments to Debt Service[3]
2005	$179,501	$10,896	$46,211	$10,015	$817	$153,384	$162,148	$92,280	1.66	1.76
2006	195,400	21,526	51,507	9,844	487	174,776	183,576	98,994	1.77	1.85
2007	206,680	23,022	52,206	9,871	574	186,793	195,533	100,462	1.86	1.95
2008	209,046	25,191	57,803	8,812	-	185,246	193,986	121,664	1.52	1.59
2009	208,806	10,697	53,292	8,340	-	174,551	182,760	110,248	1.58	1.66
2010	256,047	4,101	52,988	8,616	-	215,776	224,051	119,935	1.80	1.87
2011	263,439	5,259	54,565	7,372	69	221,436	229,710	132,998	1.66	1.73
2012	266,642	4,311	53,373	2,494	118	219,956	228,179	145,679	1.51	1.57
2013	303,647	2,162	55,839	2,771	367	252,374	260,708	131,957	1.91	1.98
2014	325,604	1,594	57,642	8,507	303	277,760	286,325	139,498	1.99	2.05

[1] The "Operating Revenues" figures reflect toll revenues plus actual receipts from other non-toll revenue sources, less the E-PASS discount; however, these figures do not include interest revenues or any revenues or costs associated with the Goldenrod Road Extension.

[2] Commencing in Fiscal Year 2014, such advances are returned to the Department within 60 days of receipt.

[3] Since the County Interlocal Agreement Payments are Supplemental Payments currently pledged only to the Series 1990 Bonds and were available to pay debt service only on such Series of Bonds, these calculations only apply to the Series 1990 Bonds.

Source: The Authority.

Projected Total System Toll Revenues (Millions)

Fiscal Year	System Toll Revenues	Revenue Recaptures from UTN[2]	Total System Toll Revenues	Discount Programs[3]	System Toll Revenues Available	Percent Annual Change
2015	$342.8	$8.2	$351.0	$13.0	$338.0	5.9%
2016	356.6	8.5	365.1	19.3	345.8	2.3
2017	367.7	8.7	376.4	20.4	356.0	2.9
2018[1]	403.4	9.5	412.9	23.5	389.4	9.4
2019	415.7	9.7	425.4	24.9	400.5	2.9
2020	426.9	9.9	436.8	26.2	410.6	2.5
2021	438.1	10.1	448.2	27.6	420.6	2.4
2022	449.4	10.3	459.7	20.2	439.5	4.5
2023[1]	482.9	11.0	493.9	22.2	471.7	7.3
2024	495.6	11.2	506.8	23.3	483.5	2.5
2025	508.3	11.4	519.7	24.4	495.3	2.4
2026	521.0	11.6	532.6	25.5	507.1	2.4
2027	533.7	11.9	545.6	26.7	518.9	2.3
2028[1]	564.4	12.4	576.8	28.8	548.0	5.6
2029	577.2	12.6	589.8	30.0	559.8	2.2
2030	589.9	12.8	602.7	31.3	571.4	2.1
2031	602.6	13.0	615.6	32.5	583.1	2.0
2032	615.4	13.2	628.6	33.8	594.8	2.0
2033[1]	644.8	13.7	658.5	36.1	622.4	4.6
2034	656.6	13.9	670.5	37.4	633.1	1.7
2035	668.5	14.0	682.5	38.8	643.7	1.7
2036	680.3	14.2	694.5	40.1	654.4	1.7
2037	692.2	14.3	706.5	41.5	655.0	1.6
2038[1]	721.5	14.8	736.3	44.0	692.3	4.1
2039	734.2	15.0	749.2	45.5	703.7	1.6
2040	746.9	15.1	762.0	47.1	714.9	1.6
2041	759.6	15.3	774.9	48.6	726.3	1.6
2042	772.3	15.4	787.7	50.2	737.5	1.5
2043[1]	797.3	15.8	813.1	51.8	761.3	3.2
2044	810.0	15.7	825.7	52.7	773.0	1.5

[1] Systemwide toll rate increase.

[2] Unpaid Toll Notice. The revenue recaptured from the UTNs comprised 2.1% and 2.5% of the System toll revenues less E-PASS discount in Fiscal Year 2013 and Fiscal Year 2014, respectively. From Fiscal Year 2015 through Fiscal Year 2044, the estimated revenue recaptured from the UTNs is assumed to comprise 2.4% declining to 1.94% of the System toll revenues Less the E-PASS Discount.

[3] Discount Programs. The E-PASS Discount Program, created to increase ETC participation, provides a 5% discount to customers with at least 40 transactions per month and a 10% discount to customers with at least 80 transactions per month. The I-4 Ultimate Commuter Discount Program, instituted for a six-year period beginning in Fiscal Year 2016, will provide an additional 5% discount to customers with 20 or more transactions per month on the Authority's "beltway" facilities (SR 417, SR 429 and SR 414). See "SYSTEM REVENUES - E-PASS Discounts" herein.

Source: FY 2014 Traffic and Earnings Consultant's Report dated _____ 2015 attached hereto as Appendix D.

Estimated Net Revenues Available for Debt Service (Millions)

Fiscal Year	Projected Total System Toll Revenues Less E-PASS Discount	Plus Interest Income and Other System Revenues	Less Operations, Maintenance & Administration Expense Less Advances from Department for Operations and Maintenance	Less Deposits into Operations, Maintenance & Administration Reserve	Estimated Net Revenues Available for Debt Service	Estimated Net Revenues for Debt Service Including Supplemental Payments
	$	$	$	$	$	$

Source: The Authority, except for "Projected Total System Toll Revenues Less E-PASS Discount" figures which were obtained from the FY 2014 Traffic and Earnings Consultant's Report dated _____ 2015 attached hereto as Appendix D.

Estimated Debt Service Coverage Ratio (Millions)

Year Ending June 30	Estimated Net Revenues Available for Debt Service	Total Aggregate Debt Service	Less Debt Service Reserve and Sinking Fund Interest Earnings	Net Aggregate Debt Service	Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service	Debt Service Ratio of Net Revenues Available for Debt Service plus Supplemental Payments to Debt Service
	$	$	$	$		

Source: The Authority, except for (i) "Estimated Net Revenue Available for Debt Service" figures were obtained from the FY 2014 Traffic and Earnings Consultant's Report dated _____ 2015 attached hereto as Appendix D and (ii) "Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service" and "Debt Service Ratio of Net Revenues Available for Debt Service plus Supplemental Payments to Debt Service" figures which were prepared by Public Financial Management, Inc. and National Minority Consultants, Inc. and approved by the Authority.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS

For an overview and analysis of the financial activities of the Authority for the Fiscal Years 2014 and 2013, see "Management's Discussion and Analysis" in the "AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2014 AND JUNE 30, 2013" attached hereto as Appendix G.

Budget for Fiscal Year 2015. The Authority's Governing Board has adopted a budgetary target to keep its Operations, Maintenance and Administrative ("OM&A") budget, below 25% of toll revenues. As such, the Fiscal Year 2015 OM&A Budget funded by the Authority equals $63,431,568, which is 20% of projected toll revenues, which includes projected toll revenue collected via unpaid toll notices. As of March 31, 2015, actual toll revenues were 7.4% above budget estimates, actual OM&A expenses were 12.4% below budget estimates and Net Revenues after Debt Service are 28% above budget estimates (approximately $25.7 million).

Liquidity Position. As of March 31, 2015, the Authority had $295,625,738 in unrestricted funds and $200,639,850 in reserves, excluding the Authority's debt service reserve funds but including the internal discretionary reserve which, as of the date of this Official Statement, is set at $160 million. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS - Termination Risk" herein.

Status of Variable Rate Demand Bonds. During Fiscal Year 2008 and 2009, the bond insurance and banking industries experienced a number of unexpected events, including ratings downgrades of several banks and bond insurers. These events caused significant disruption in the variable rate demand bond market. The Authority previously issued several series of variable rate demand bonds and simultaneously entered into interest rate exchange agreements requiring the Authority to pay a fixed rate and the counterparties to pay the SIFMA Index. Specifically because of the rating downgrades of three of the Authority's credit facility providers, Ambac, Financial Security Assurance Inc. (now known as Assured Guaranty Municipal Corp) and SunTrust Bank, during Fiscal Years 2008 and 2009 the Authority experienced remarketing rates greater than the SIFMA Index. This resulted in higher than budgeted debt service on the Authority's variable rate bonds. Throughout this credit crisis, the Authority carefully monitored these developments and the financial impacts thereof and evaluated relevant alternatives on an on-going basis. Several strategies were successfully implemented to reduce the remarketing rates on the Authority's variable rate demand debt. Over the last several years, the Authority successfully reduced its variable rate demand debt exposure to approximately $499 million, through the issuance of the fixed rate Series 2012 Bonds, Series 2013A Bonds, Series 2013B Bonds and Series 2013C Bonds for purposes of refunding the variable rate Series 2003B Bonds, Series 2003C Bonds and Series 2003D Bonds, and the optional termination of the 2003C Swaps and Series 2003D Swap. Approximately $380 million of the $499 million of variable rate debt is privately placed, SIFMA-based variable rate debt not supported by a liquidity facility and/or a credit facility. During such time, the notional amount of the Authority's outstanding interest rate exchange agreements was reduced from approximately $999 million to approximately $499 million. Given the current low interest rate environment the Authority continues to monitor opportunities to refund all or a portion of its outstanding variable rate demand debt and

optionally terminate all or a portion of its outstanding interest rate exchange agreements. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein and Note 5 of the "AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2014 AND JUNE 30, 2013" attached hereto as Appendix G.

LITIGATION

There is not now any litigation pending or, to the knowledge of the Authority, threatened, which if successful would affect the validity of the Series 2015 Notes or the proceedings and authority under which they are to be issued.

Other than as described below, Authority, from time to time, engages in routine litigation the outcome of which is not expected to have any material adverse effect on the issuance and delivery of the Series 2015 Notes or the financial condition of the Authority.

Eminent Domain

The Authority is in the process of acquiring property for the Project through voluntary acquisitions and involuntary acquisitions, which require the filing of a petition in eminent domain, the deposit of a good faith estimate of value, and the determination of full compensation, including compensation for the property taken, attorney's fees, expert fees, costs, and relocation expenses. The Authority is currently litigating the case Joseph B. Doerr Trust, et. al. vs. Central Florida Expressway Authority, which is an adjunct proceeding to a condemnation case in which final judgment has been entered and satisfied. The proceeding involves the award of attorney fees to the landowner's attorneys. The Florida Fifth District Court of Appeals has overruled a Circuit Court decision which held the Florida statutory formula for attorneys' fees unconstitutional as applied. The appellate decision reinstates the statutory award of $227,652.25 instead of the $816,000 awarded by the Circuit Court. The Florida Supreme Court accepted jurisdiction. Briefs have been filed and the Florida Supreme Court heard oral argument on April 7, 2015.

Class Action

On January 5, 2015, Tropical Trailer Leasing LLC, a management company, and eight of its affiliates, who own and lease fleets of chassis and semitrailers, all of whom are based in Miami-Dade County, Florida filed an amended class action complaint against the Authority and the Executive Director in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (i) challenging the Authority's powers to charge tolls on the owners of trailers or semitrailers chassis towed by third party drivers of motorized vehicles who fail to pay the applicable toll (the "Proposed Class") (ii) seeking an injunction against the imposition of future tolls and penalties on the Proposed Class and (iii) seeking declaratory judgment that the Proposed Class is exempt from tolls by the Authority. On January 28, 2015, the Authority filed a motion to dismiss the amended complaint which was heard by the Court on May 18, 2015. The Court reserved ruling and is in the process of preparing an order. If the case is not dismissed in its entirety, the case will proceed in accordance with the case management order, with an August 2015 deadline to hold a class certification hearing and a May 2016 trial date. While the

Authority cannot currently quantify the potential liability arising from this complaint, the Authority believes that it will prevail and will continue to vigorously contest the allegations against it.

RISKS RELATED TO JUNIOR TIFIA LOAN AND THE PROJECT

Disbursement of Junior TIFIA Loan

It is expected that the principal of the Series 2015 Notes will be paid at maturity from the proceeds of a disbursement of the Junior TIFIA Loan. The proceeds of the Junior TIFIA Loan are expected to be drawn no later than one year after substantial completion of the Project, which is currently projected to be early 2018. Disbursement of the Junior TIFIA Loan is subject to several conditions precedent as described in more detail under "JUNIOR TIFIA LOAN AGREEMENT - Disbursement Requirements" herein. In the event the conditions to disbursement of the Junior TIFIA Loan cannot be satisfied on or before the maturity date of the Series 2015 Notes, the Authority will be required to use an alternate method of repaying the Series 2015 Notes, including the issuance of additional Senior Lien Bonds and/or Junior Lien Bonds. See "Market Access Required if Junior TIFIA Loan Proceeds are not Disbursed" below.

Completion of the Project

Completion of the construction of the Project within budget and on schedule may be adversely affected by various factors including: (a) estimating errors; (b) design and engineering errors; (c) material and/or labor shortages; (d) unforeseen site conditions; (e) adverse weather conditions and other force majeure events, including, tornados, hurricanes or other natural disasters, epidemics, blockades, rebellions, war, riots, acts of sabotage, terrorism or civil commotion, and spills of hazardous materials, among other events; (f) defaults of the design contractors and litigation involving the design contractors; (g) labor disputes; (h) environmental issues; (i) unavailability of other funding sources; (j) changes in law; and (k) delays in obtaining or renewing required permits and revocation of permits and other approvals. No assurance can be made that the Project will not cost more than the current budget. Certain circumstances may arise during the construction period which could result in the proceeds of the Junior TIFIA Loan not being available to pay the principal of the Series 2015 Notes at maturity. See "JUNIOR TIFIA LOAN AGREEMENT - Disbursement Requirements" herein. Additionally, the Junior TIFIA Loan Agreement and the Bond Resolution impose specific requirements with respect to the issuance by the Authority of any completion debt. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" and "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Refunding and Completion Bonds" herein.

[As described herein, the Authority anticipates that funding for the Project will come from numerous sources, including, federal and State grants ($____ million), the Series 2015 Notes and the Junior TIFIA Loan ($___ million), and revenues of the Authority ($____ million). In the event that payment of the federal and State grants are delayed or if such

grants are reduced and the Authority is not able to replace such grants with funds of the Authority or proceeds of additional Senior Lien Bonds and/or Junior Lien Obligations, the completion of the Project could be substantially delayed.]

Market Access Required if Junior TIFIA Loan Proceeds are not Disbursed

In the event the conditions to disbursement of the Junior TIFIA Loan cannot be satisfied on or before the maturity date of the Series 2015 Notes, the Authority will be required to use an alternate method of repaying the Series 2015 Notes, which could include issuing additional Senior Lien Bonds or additional Junior Lien Bonds. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds." No assurances can be given that the Authority will be able to access the capital markets in the event proceeds are not disbursed under the Junior TIFIA Loan.

LIMITATION AND ENFORCEABILITY OF REMEDIES

The remedies available to owners of the Series 2015 Notes upon an Event of Default under the Bond Resolution are limited to the institution of an action for specific performance in a writ of mandamus or other suit, action or proceeding compelling and requiring the Authority and its officers to observe and perform any covenant, condition or obligation prescribed in the Bond Resolution, including the fixing, charging and collecting of rates, fees or other charges for the services and facilities of the System. The remedies provided with respect to the Series 2015 Notes under the Bond Resolution are in many respects dependent upon statutory, regulatory provisions (including the federal bankruptcy code) and judicial decisions which are often subject to discretion and delay and therefor may not be readily available or may be limited. The various legal opinions delivered or to be delivered concurrently with the delivery of the Series 2015 Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. See "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes and the regulations promulgated thereunder require that the Authority make full and fair disclosure of any bonds or other debt obligations of such entities that have been in default as to payment of principal or interest at any time after December 31, 1975. The Authority is not presently and, since December 31, 1975, has not been in default as to payment of principal or interest on any bonds or other debt obligations.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with Rule 15c2-12(b)(5) of the SEC promulgated pursuant to the Securities Exchange Act of 1934 (the "Rule"), the Authority will enter into a Continuing Disclosure Agreement dated the date of delivery (the "Continuing Disclosure Agreement") which is attached hereto as "APPENDIX F - FORM OF CONTINUING

DISCLOSURE AGREEMENT," for the benefit of the Holders (as defined in the Continuing Disclosure Agreement) of the Series 2015 Notes. Under the Continuing Disclosure Agreement, the Authority, as an "obligated person" under the Rule and, initially, the sole obligated person under the Continuing Disclosure Agreement, will provide certain financial information and operating data (the "Annual Report") relating to the Authority and notices of the occurrence of certain enumerated events with respect to the Series 2015 Notes.

The Annual Report, and notices of the occurrence of certain enumerated events, will be filed by or on behalf of the Authority to the centralized information repository developed and operated by the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access system ("EMMA"), in an electronic format prescribed by the MSRB. The nature of the information to be provided in the Annual Report and the notices of such enumerated events is set forth in "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. The Continuing Disclosure Agreement further provides that a default under the Continuing Disclosure Agreement shall not constitute an Event of Default under the Bond Resolution.

Within the last five years, the Authority has not failed to comply with any previous continuing disclosure commitments or undertakings with respect to issued obligations.

UNDERWRITING

The Series 2015 Notes are being purchased by _____ (the "Underwriters"). The Underwriters have agreed to purchase the Series 2015 Notes at a price of $_____ (representing the principal amount of $_____ plus note premium of $_____, less an underwriters' discount of $_____).

The prices and other terms with respect to the offering and sale of the Series 2015 Notes may be changed from time to time by the Underwriter after such Series 2015 Notes are released for sale, and the Series 2015 Notes may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Series 2015 Notes into investment accounts.

RATINGS

The Series 2015 Notes have been assigned a rating of "A2" from Moody's, "A" from Fitch and "___" from S&P. It is expected that the Series 2015 Notes will be assigned a rating of "____" from S&P. Such ratings express only the views of S&P, Moody's and Fitch (collectively, the "Rating Agencies"). An explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the same. There is no assurance that any rating will be maintained for any given period of time or that it will not be revised downward or withdrawn entirely by the Rating Agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or market price of the Series 2015 Notes. The Authority undertakes no responsibility to oppose any such revision or withdrawal.

TAX MATTERS

[TO BE REVIEWED BY NOTE COUNSEL]

In the opinion of Note Counsel, interest on the Series 2015 Notes is excluded from gross income and is not a specific item of tax preference for federal income tax purposes under existing statutes, regulations, rulings and court decisions. However, interest on the Series 2015 Notes is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations pursuant to the Code. Failure by the Authority to comply subsequently to the issuance of the Series 2015 Notes with certain requirements of the Code, regarding the use, expenditure and investment of the proceeds of the Series 2015 Notes and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2015 Notes to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The Authority has covenanted in the Bond Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2015 Notes for purposes of federal income taxation. In rendering its opinion, Note Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2015 Notes, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2015 Notes and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2015 Notes to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2015 Notes being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Note Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2015 Notes. Prospective purchasers of Series 2015 Notes should be aware that the ownership of Series 2015 Notes may result in other collateral federal tax consequences. For example, ownership of the Series 2015 Notes may result in collateral tax consequences to various types of corporations relating to: (1) denial of interest deduction to purchase or carry such Series 2015 Notes, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2015 Notes in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2015 Notes may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2015 NOTES AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

INTEREST ON THE SERIES 2015 NOTES MAY BE SUBJECT TO STATE OR LOCAL INCOME TAXATION UNDER APPLICABLE STATE OR LOCAL LAWS IN OTHER JURISDICTIONS. PURCHASERS OF THE SERIES 2015 NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE INCOME TAX STATUS OF INTEREST ON THE SERIES 2015 NOTES IN THEIR PARTICULAR STATE OR LOCAL JURISDICTIONS.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered or would alter certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2015 Notes. In some cases, these proposals have contained provisions that altered or would alter these consequences on a retroactive basis. Such proposals may have affected or may affect the market value of obligations such as the Series 2015 Notes. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2015 Notes and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2015 Notes.

Tax Treatment of Note Premium

The difference between the stated principal amount of the Series 2015 Notes maturing on January 1, 20__, the "Premium Series 2015 Notes") and the initial offering prices to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Series 2015 Notes of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Non-Callable Premium Series 2015 Note and to the first call date in the case of the Callable Premium Series 2015 Notes. For purposes of determining gain or loss on the sale or other disposition of a Premium Series 2015 Note, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Series 2015 Note annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Series 2015 Notes. Owners of the Premium Series 2015 Notes are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Series 2015 Notes.

LEGAL MATTERS

Certain legal matters incident to the validity of the Series 2015 Notes and the issuance thereof by the Authority are subject to the approval of Broad and Cassel, Orlando, Florida, Note Counsel. The proposed form of the opinion of Note Counsel is attached hereto as Appendix H.

Certain legal matters will be passed upon by the counsel to the Authority, Shutts & Bowen LLP, Orlando, Florida. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel for the Authority.

PROFESSIONAL CONSULTANTS

Co-Financial Advisor

Public Financial Management, Inc., Orlando, Florida and National Minority Consultants, Inc., Orlando, Florida serve as Co-Financial Advisors to the Authority. The Co-Financial Advisors assisted the Authority in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2015 Notes, and provided other advice. However, the Co-Financial Advisors, with the exception of the sections herein regarding "SYSTEM FINANCING - Estimated Annual Debt Service," and "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Estimated Debt Service Coverage Ratio," have not been engaged and are not obligated to undertake, and have not undertaken to make, independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement. The Co-Financial Advisors did not participate in the underwriting of the Series 2015 Notes.

Independent Auditors

The financial statements of the Authority for the Fiscal Years ended June 30, 2014 and June 30, 2013 attached hereto as Appendix G have been audited by Moore Stephens Lovelace P.A., independent auditors, as stated in their report appearing in Appendix G attached hereto. Moore Stephens Lovelace P.A. has not examined, compiled or applied agreed-upon procedures to the projected and/or forecasted data contained herein and, therefore, assumes no responsibility for such data.

Engineers

CH2M Hill serves as the Authority's Consulting Engineer. Atkins North America, Inc. serves as the Authority's General Engineering Consultant. See "CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015" attached hereto as Appendix C. CDM Smith serves as the Authority's Traffic Engineer. See "FY 2014 TRAFFIC AND EARNINGS CONSULTANT'S REPORT DATED _____ 2015" attached hereto as Appendix D.

CONTINGENT FEES

Payment of the fees of Note Counsel, Disclosure Counsel, Counsel to the Authority and the Co-Financial Advisor and the payment of a discount to the Underwriter are each contingent upon the issuance and sale of the Series 2015 Notes. Payment of the fees of the Consulting Engineer and the Traffic Engineer are not contingent upon the issuance and sale of the Series 2015 Notes.

VALIDATION

The Series 2015 Notes represent a portion of the $2,000,000,000 State of Florida, Orlando-Orange County Expressway Authority Revenue Bonds that have been validated by Final Judgment of the Circuit Court of the Ninth Judicial Circuit of Florida, Orlando, Orange County, Florida, on September 20, 2002; the time for filing an appeal has expired with no appeal having been filed.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by the Authority, that are not purely historical, are forward-looking statements, including statements regarding the Authority's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the Authority on the date hereof, and the Authority assumes no obligation to update any such forward-looking statements. It is important to note that the Authority's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Authority. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

MISCELLANEOUS

This Official Statement is not to be construed as a contract with the purchasers of the Series 2015 Notes. The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents,

and reference is directed to all such documents for full and complete statements of all matters relating to the Series 2015 Notes, the security for the payment of the Series 2015 Notes and the rights and obligations of the owners of the Series 2015 Notes. The information and expressions of opinion in this Official Statement are subject to change without notice and neither the delivery of this Official Statement nor any sale made shall under any circumstances create any implication that there has been no change in the matters referred to in this Official Statement since its date.

So far as any statements made in this Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of the opinions or estimates will be realized.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AUTHORIZATION OF AND CERTIFICATION CONCERNING OFFICIAL STATEMENT

This Official Statement has been authorized and approved by the Authority. Upon the delivery of the Series 2015 Notes, the undersigned will furnish a certificate to the effect that this Official Statement did not as of its date, and does not contain any untrue statement of a material fact or omit to state a material fact which should be included herein for the purpose for which this Official Statement is to be used, or which is necessary in order to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Chairman

By:_____
Executive Director

APPENDIX A

AMENDED AND RESTATED MASTER BOND RESOLUTION

APPENDIX B

NINETEENTH SUPPLEMENTAL RESOLUTION

APPENDIX C

CONSULTING ENGINEER'S REPORT DATED MAY 22, 2015

APPENDIX D

FY 2014 TRAFFIC AND EARNINGS CONSULTANT'S REPORT DATED _____ 2015

APPENDIX E

LEASE-PURCHASE AGREEMENT

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX G

AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2014 AND JUNE 30, 2013

APPENDIX H

FORM OF OPINION OF NOTE COUNSEL

APPENDIX I

JUNIOR TIFIA LOAN AGREEMENT

TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

THIS **TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT** (this "Agreement"), dated as of July __, 2015, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the "Authority"), and **WELLS FARGO BANK, N.A.**, a national banking association, having its designated office in Philadelphia, Pennsylvania (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Authority, by the Bond Resolution (as hereinafter defined), has designated the Trustee as Trustee, Paying Agent and Registrar for its Not to Exceed $193,695,000 Senior Lien Revenue Bond Anticipation Notes, Series 2015, dated and delivered July __, 2015 (the "Series 2015 Notes"); and

WHEREAS, the Authority and the Trustee desire to set forth the Trustee's duties as Trustee, Paying Agent and Registrar and the compensation to be paid to the Trustee for its services;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

SECTION 1. DUTIES. The Trustee agrees to serve as Trustee, Paying Agent and Registrar for the Series 2015 Notes and to perform the duties of Trustee, Paying Agent and Registrar as specified in or contemplated by that certain Amended and Restated Master Bond Resolution adopted by the Authority on February 3, 2003, as supplemented from time to time, as particularly supplemented by that certain Nineteenth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bond Anticipation Notes, Series 2015, adopted by the Authority on June 11, 2015 (collectively, the "Bond Resolution") in connection with the issuance of the Series 2015 Notes. The Trustee is authorized to do business in Florida and carry out the duties and obligations contemplated herein. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Bond Resolution.

SECTION 2. DEPOSIT OF FUNDS. The Authority shall deposit or cause to be deposited with the Trustee into the appropriate funds and accounts created under or pursuant to the Bond Resolution and established and maintained for the purposes hereof by the Trustee, on or before the Business Day prior to the date payment is due on the Series 2015 Notes, sufficient funds from System Pledged Revenues pledged for the payment of the Series 2015 Notes under the Bond Resolution to pay when due and payable the principal of, premium, if any, and interest on the Series 2015 Notes.

SECTION 3. USE OF FUNDS; CANCELED NOTES. The Trustee shall use the funds received from the Authority pursuant to Section 2 of this Agreement to pay the principal of and interest on the Series 2015 Notes in accordance with the Bond Resolution. The Trustee shall destroy the canceled Series 2015 Notes and transmit to the Authority a certificate of destruction therefor.

SECTION 4. STATEMENTS. Each month during the term of this Agreement, or as often as the Trustee normally distributes statements for similar accounts, the Trustee shall prepare and shall send to the Authority written statements of account relating to all transactions effected by the Trustee pursuant to this Agreement.

SECTION 5. OBLIGATION TO ACT. The Trustee shall be obligated to act only in accordance with the Bond Resolution and any written instructions received in accordance therewith; provided, however, that the Trustee is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

SECTION 6. RELIANCE BY BANK. The Trustee may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction, notice, release, request, affidavit or other document delivered to it pursuant to the Bond Resolution.

SECTION 7. COUNSEL; LIMITED LIABILITY. The Trustee may consult with counsel (licensed to practice in Florida) of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Bond Resolution in good faith and in accordance with the opinion of such counsel. The Trustee shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or negligence.

SECTION 8. FEES AND EXPENSES. In consideration of the services rendered by the Trustee under this Agreement, the Authority agrees to and shall pay to the Trustee its proper fees and all expenses, charges, attorneys' fees and other disbursements incurred by it or its attorneys, agents and employees in and about the performance of its powers and duties under this Agreement as set forth in the attached **EXHIBIT A**. The Trustee shall not be obligated to allow and credit interest upon any moneys in respect of principal, interest or premium, if any, due in respect of the Series 2015 Notes, which it shall at any time receive under any of the provisions of the Bond Resolution or this Agreement.

SECTION 9. FURNISHING INFORMATION; AUTHORIZATION. The Trustee shall, at all times, when requested to do so by the Authority, furnish full and complete information pertaining to its functions under this Agreement and shall without further authorization, execute all necessary and proper deposit slips, checks, certificates and other documents with reference thereto.

SECTION 10. TERMINATION; EXPIRATION. Subject to the terms of the Bond Resolution, either of the parties hereto, at its option, may terminate this Agreement after giving ninety (90) days written notice to the other party of its intention to terminate this Agreement, and this Agreement may be terminated at any time by mutual consent of the parties hereto. This Agreement shall expire without further action upon final payment of the Series 2015 Notes and the interest appertaining thereto.

SECTION 11. SURRENDER OF FUNDS, REGISTRATION RECORDS; NOTIFICATION OF BONDHOLDERS. In the event of a termination of this Agreement, the Authority shall deliver any reasonable, proper and necessary releases to the Trustee (in a form reasonably acceptable to the Trustee and the Authority) upon demand by the Trustee and the

Trustee shall upon demand by an Authorized Officer of the Authority pay over the funds on deposit with the Trustee under this Agreement in connection with the Series 2015 Notes and surrender all registration books and related records to or upon the order of the Authority, and the Authority may appoint and name a successor to act as Trustee, Paying Agent and Registrar for the Series 2015 Notes. The Authority shall, in such event, at its expense, notify all holders of the Series 2015 Notes of the appointment and name of the successor, by providing notice in the manner required for the redemption of the Series 2015 Notes.

SECTION 12. NONASSIGNABILITY. This Agreement shall not be assigned by either party without written consent of the other party.

SECTION 13. MODIFICATION. No modification of this Agreement shall be valid unless made by a written agreement, duly executed and approved by the parties hereto.

SECTION 14. SEVERABILITY. Should any action or part of any section of this Agreement be declared void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or other part of any section of this Agreement.

SECTION 15. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

SECTION 16. MERGER OR CONSOLIDATION OF THE TRUSTEE. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, shall be the successor Trustee, Paying Agent and Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto.

SECTION 17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents and their official seals to be affixed and attested as of the date first set forth above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

[SEAL]

By: _____
Name: _____
Title: _____

Attest:

By:_____
Name: Darleen Mazzillo
Title: Assistant Secretary

WELLS FARGO BANK, N.A.

[SEAL]

By: _____
Its: Agent

EXHIBIT A

FEES AND EXPENSES

[SEE ATTACHED]

CONTINUING DISCLOSURE AGREEMENT

by and between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DIGITAL ASSURANCE CERTIFICATION, L.L.C.

relating to:

$_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BOND ANTICIPATION NOTES,
SERIES 2015

DATED JULY __, 2015

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (the "Disclosure Agreement"), dated July __, 2015, is executed and delivered by the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the "Authority") and **DIGITAL ASSURANCE CERTIFICATION, L.L.C.**, and any successor disclosure dissemination agent serving hereunder pursuant to Section 10 hereof as Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC").

RECITALS:

A. Contemporaneously with the execution and delivery of this Disclosure Agreement, the Authority issued its Senior Lien Revenue Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes"), pursuant to that certain Amended and Restated Master Bond Resolution adopted by the Issuer on February 3, 2003 (the "Master Bond Resolution"), as supplemented by the Nineteenth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bond Anticipation Notes, Series 2015 adopted by the Authority on June 11, 2015, (the "Nineteenth Supplemental Resolution" and together with Master Bond Resolution, the "Bond Resolution").

B. The Authority has authorized the preparation and distribution of the Preliminary Official Statement dated June __, 2015 with respect to the Series 2015 Notes (the "Preliminary Official Statement").

C. Upon the initial sale of the Series 2015 Notes to the underwriter(s) named in the hereinafter referenced Official Statement (collectively, the "Underwriters"), the Authority authorized the preparation and use of the Official Statement dated June __, 2015 with respect to the Series 2015 Notes (the "Official Statement").

D. As a condition precedent to the initial purchase of the Series 2015 Notes by the Underwriters in accordance with the Official Notice of Sale dated June __, 2015 and in compliance with the Underwriters' obligations under the Rule (as defined herein), the Authority has agreed to undertake certain disclosure obligations with respect to the Series 2015 Notes for the benefit of the Holders (hereinafter defined) as specified hereunder on an ongoing basis during the term hereof and has agreed to retain the Disclosure Dissemination Agent to perform certain disclosure dissemination tasks as provided for herein on its behalf.

NOW THEREFORE, in consideration of the purchase of the Series 2015 Notes by the Underwriters and the mutual promises and agreements made herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, the Authority and the Disclosure Dissemination Agent do hereby certify and agree as follows:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into and made a part hereof.

SECTION 2. Definitions. Capitalized terms used, but not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Bond Resolution or the Official Statement, as applicable. In addition to the terms defined elsewhere herein, the following capitalized terms shall have the following meanings for the purposes of this Disclosure Agreement:

"Annual Report" means an Annual Report described in and consistent with Section 4 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 3(a) and 3(f) hereof, by which the Annual Report is to be filed with the Repositories.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements" means the General Purpose Financial Statements for the Authority prepared in accordance with GAAP (as defined herein) for the prior Fiscal Year, certified by an independent auditor and specified in Section 4(b) of this Disclosure Agreement.

"Business Day" means a day other than a Saturday or a Sunday or a day on which banks in Florida are authorized or required by law to close.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to each Repository under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Authority and include the full name of the Series 2015 Notes and, to the best of its knowledge, the 9-digit CUSIP numbers for all Series 2015 Notes to which the document applies.

"Disclosure Representative" means Chief Financial Officer of the Authority or her designee, or such other person as the Authority shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any

successor Disclosure Dissemination Agent designated in writing by the Authority pursuant to Section 10 hereof.

"EMMA" means the MSRB's Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule. Further information regarding EMMA can be retrieved by visiting the web site *http://emma.msrb.org/.*

"Fiscal Year" means the fiscal year of the Authority, which currently is the twelve-month period beginning July 1 and ending on June 30 of the following year, or any such other twelve month period designated by the Authority, from time to time, to be its fiscal year.

"GAAP" means generally accepted accounting principles promulgated by the Government and Financial Accounting Standards Boards as in effect from time to time in the United States.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2015 Notes (including persons holding Series 2015 Notes through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2015 Notes for federal income tax purposes.

"Information" means the Annual Financial Information, the Audited Financial Statements (if any), the Notice Event notices and the Voluntary Reports.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(l) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in Section 5(a) of this Disclosure Agreement.

"Obligated Person" means the Authority and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Series 2015 Notes (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Authority confirms that currently it is the only Obligated Person.

"Repository" or **"NRMSIR"** means any Nationally Recognized Municipal Securities Information Repository recognized for purposes of the Rule and the MSRB, as reflected on the website of the SEC at www.sec.gov. Currently, the sole Repository is the MSRB, through the operation of EMMA.

"Rule" means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"State" means the State of Florida.

"Voluntary Report" means the information provided to the Disclosure Dissemination Agent by the Authority pursuant to Section 8.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent on or before the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each Repository not later than March 31 after the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2015. If March 31 falls on a weekend, the Annual Report will be due the first Business Day thereafter. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement.

(b) If the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification by 12:00 noon on the Annual Filing Date, the Disclosure Dissemination Agent shall contact the Disclosure Representative by e-mail and telephone to remind the Authority of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification or (ii) instruct the Disclosure Dissemination Agent in writing that the Authority will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that an event as described in Section 3(e)(iii)(15) has occurred and to immediately send a notice to each Repository in substantially the form attached as Exhibit A.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a non-Business Day, then the first Business Day thereafter) for the Annual Report, an event described in Section 3(e)(iii)(15) shall have occurred and the Authority irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit B.

(d) If the Audited Financial Statements of the Authority are prepared but not available prior to the Annual Filing Date, the Authority shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with each Repository.

(e) The Disclosure Dissemination Agent shall:

(i) upon receipt, promptly file each Annual Report received under Section 3(a) with each Repository;

(ii) upon receipt, promptly file each Audited Financial Statement received under Section 3(d) with each Repository;

(iii) upon receipt, promptly file the text of each disclosure to be made with each Repository together with a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit B, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:

1. "Principal and interest payment delinquencies," pursuant to Sections 5(c) and 5(a)(l) hereof;

2. "Non-Payment related defaults," pursuant to Sections 5(c) and 5(a)(2) hereof;

3. "Unscheduled draws on debt service reserves reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(3) hereof;

4. "Unscheduled draws on credit enhancements reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(4) hereof;

5. "Substitution of credit or liquidity providers, or their failure to perform," pursuant to Sections 5(c) and 5(a)(5) hereof;

6. "Adverse tax opinions or events adversely affecting the tax-exempt status of the Series 2015 Notes," pursuant to Sections 5(c) and 5(a)(6) hereof;

7. "Modifications to rights of securities Holders," pursuant to Sections 5(c) and 5(a)(7) hereof;

8. "Bond calls," pursuant to Sections 5(c) and 5(a)(8) hereof;

9. "Defeasances," pursuant to Sections 5(c) and 5(a)(9) hereof;

10. "Release, substitution, or sale of property securing repayment of the Series 2015 Notes," pursuant to Sections 5(c) and 5(a)(10) hereof;

11. "Ratings changes on the Series 2015 Notes," pursuant to Sections 5(c) and 5(a)(11) hereof;

12. "Bankruptcy, insolvency, receivership or similar event" pursuant to Sections 5(c) and 5(a)(12) hereof;

13. "Merger, consolidation, or acquisition" pursuant to Sections 5(c) and 5(a)(13) hereof;

14. "Appointment of a successor or additional trustee or a change in the name of a trustee" for the Series 2015 Notes pursuant to Sections 5(c) and 5(a)(14) hereof;

15. "Failure to provide annual financial information as required," pursuant to Section 3(b)(ii) or Section 3(c) hereof, together with a completed copy of Exhibit A to this Disclosure Agreement;

16. "Other material event notice (specify)," pursuant to Section 8 hereof, together with the summary description provided by the Disclosure Representative; and

(iv) provide the Authority evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Authority may adjust the Annual Filing Date upon change of its Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the Repositories, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Authority, consisting of or cross-referencing the following:

(i) The Audited Financial Statements.

(ii) Annual, updated historical financial formation and operating data for the Authority of the type included under the tables titled:

a. "DESCRIPTION OF THE SYSTEM -Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System;"

b. "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for Selected Expressway Segments;"

c. "SYSTEM REVENUES - Existing System Toll Structure;"

d. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Total System Toll Revenues;"

e. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical System Operating, Maintenance and Administrative Expenses;" and

f. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Debt Service Ratio."

(b) Audited Financial Statements will be included in the Annual Report; provided, however, if the Audited Financial Statements are not completed prior to March 31 of any year, the Authority shall provide unaudited financial statements on such date and shall provide the Audited Financial Statements as soon as practicable following their completion. Audited Financial Statements will be provided pursuant to Section 3(d) hereof.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Authority is an "obligated person" (as defined by the Rule), which have been previously filed with the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Authority will clearly identify each such document so incorporated by reference.

If the Authority has not filed the Annual Report when due, then the Authority or the Dissemination Agent, on behalf of the Authority, shall file a notice with each Repository as required by the Rule.

SECTION 5. Reporting of Notice Events.

(a) The occurrence of any of the following events, with respect to the Series 2015 Notes constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements relating to the Series 2015 Notes reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series 2015 Notes, or material events affecting the tax-exempt status of the Series 2015 Notes;

7. Modifications to rights of Holders of the Series 2015 Notes, if material;

8. Bond calls and tender offers (excluding sinking fund mandatory redemptions), if material;

9. Defeasances of the Series 2015 Notes;

10. Release, substitution, or sale of property securing repayment of the Series 2015 Notes, if material;

11. Rating changes on the Series 2015 Notes;

12. Bankruptcy, insolvency, receivership or similar event of the Authority;

13. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Authority shall promptly, and in no event later than ten (10) Business Days after the occurrence thereof, notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to immediately report the occurrence pursuant to subsection (c). Such notice shall be accompanied with the text of the disclosure that the Authority desires to make, the written authorization of the Authority for the Disclosure Dissemination Agent to disseminate such information, and the date the Authority desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify the Authority or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within the earlier of: two (2) Business Days after receipt of such notice or nine (9) Business Days from the occurrence of such event, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to immediately report the occurrence pursuant to subsection (c), together with the text of the disclosure that the Authority desires to make, the written authorization of the Authority for the Disclosure Dissemination Agent to disseminate such information, and the date the Authority desires for the Disclosure Dissemination Agent to disseminate the information.

(c) If the Disclosure Dissemination Agent has been instructed by the Authority as prescribed in subsection (a) or (b)(ii) of this Section 5 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly, and in any event within in one (1) Business Day, file a notice of such occurrence with each Repository.

SECTION 6. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events and Voluntary Reports filed pursuant to Section 8(a), the Authority shall indicate the full name of the Series 2015 Notes and, to the best of its knowledge, the 9-digit CUSIP numbers for the Series 2015 Notes as to which the provided information

relates. The Authority by providing the CUSIP numbers is not representing or certifying as to the accuracy thereof.

SECTION 7. Additional Disclosure Obligations. The Authority acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Authority, and that the failure of the Disclosure Dissemination Agent to so advise the Authority shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Authority acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 8. Voluntary Reports.

(a) The Authority may instruct the Disclosure Dissemination Agent to file information with the Repositories, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 9. Termination of Reporting Obligation.

(a) The obligations of the Authority and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2015 Notes (i) upon the legal defeasance, prior redemption or payment in full of all of the Series 2015 Notes of such issue, (ii) when the Authority is no longer an Obligated Person with respect to the Series 2015 Notes, or (iii) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

(b) If in the opinion of nationally recognized note counsel satisfactory to the Authority, the Rule shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided

hereunder, and if and to the extent in the opinion of nationally recognized note counsel satisfactory to the Authority, the Rule, or any provisions thereof, shall be declared by a federal court of competent and final, non-appealable jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Series 2015 Notes, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder.

(c) If a termination or cessation described in either Section 9(a) or (b) hereof occurs prior to the final maturity of the Series 2015 Notes, the Authority shall give or cause to be given notice of such event in the same manner as for a Notice Event under Section 5(c) hereof.

SECTION 10. Disclosure Dissemination Agent. The Authority has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Authority may, upon 30 days' written notice to the Disclosure Dissemination Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Authority or DAC, the Authority agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2015 Notes. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Authority.

SECTION 11. Remedies. In the event of a failure of the Authority or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement, it being the Authority's position that money damages would be inadequate recompense and/or difficult to ascertain. A default under this Disclosure Agreement shall not constitute a default on the Series 2015 Notes or be deemed an Event of Default under the Bond Resolution or under any other document relating to the Series 2015 Notes, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 12. Duties, Immunities and Liabilities of Disclosure Dissemination Agent. The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Authority has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other

information, disclosures or notices provided to it by the Authority and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Holders of the Series 2015 Notes or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Authority's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Authority has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Authority at all times.

SECTION 13. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Authority to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2015 Notes and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided the Authority shall not be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Authority shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time by giving not less than 20 days' written notice of the intent to do so together with a copy of the proposed amendment to the Disclosure Dissemination Agent.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Disclosure Dissemination Agent, the Underwriters, and the Holders from time to time of the Series 2015 Notes, and shall create no rights in any other person or entity.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the internal laws of the State (without regard to conflict of law principles thereof), provided that, to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretation thereof.

SECTION 16. No Personal Liability. None of the members or employees of the Authority shall be charged personally with any liability, or held liable under any term or provision of this Disclosure Agreement because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

THE DISCLOSURE OBLIGATIONS UNDER THIS DISCLOSURE AGREEMENT ARE NOT OBLIGATIONS OF ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA OR THE STATE.

SECTION 17. Severability. In case any part of this Disclosure Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Agreement. This Disclosure Agreement shall be construed or enforced as if such illegal or invalid portions were not contained therein, nor shall such illegality or invalidity of any application of this Disclosure Agreement affect any legal and valid application.

SECTION 18. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following page]

The Disclosure Dissemination Agent and the Authority have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as Disclosure Dissemination Agent

By:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Chairman

By:_____
Executive Director

EXHIBIT A
NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Authority:	Central Florida Expressway Authority
Obligated Person:	Central Florida Expressway Authority
Name of Bond Issue:	Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2015
Date of Issuance:	July __, 2015

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the above-named Notes as required by the Continuing Disclosure Agreement, dated July __, 2015, between the Authority and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Authority has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated:_____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Authority

_____

cc: Authority
Obligated Person

EXHIBIT B
MATERIAL EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to each Repository pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D). Authority's and/or Other Obligated Person's Name:

.....

Authority's Six

-Digit CUSIP Number:

.....

or Nine

-Digit CUSIP Number(s) of the notes to which this material event notice relates:

.....

Number of pages of attached material event notice:

Description of Material Events Notice (Check One):

1. __Principal and interest payment delinquencies
2. __Non-Payment related defaults
3. __Unscheduled draws on debt service reserves reflecting financial difficulties
4. __Unscheduled draws on credit enhancements reflecting financial difficulties
5. __Substitution of credit or liquidity providers, or their failure to perform
6. __Adverse tax opinions or events affecting the tax-exempt status of the security
7. __Modifications to rights of securities holders
8. __Note calls
9. __Defeasances
10. __Release, substitution, or sale of property securing repayment of the securities
11. __Rating changes
12. __Bankruptcy, insolvency, receivership or similar event
13. __Merger, consolidation, or acquisition
14. __Appointment of successor or additional trustee or a change in name of trustee
15. __Failure to provide annual financial information as required
16. __Other material event notice (specify)

_____

I hereby represent that I am authorized by the Authority or its agent to distribute this information publicly:

Signature:

.....

Name:.....Title:.....

Employer: Digital Assurance Certification, L.L.C. Address:.....

City, State, Zip Code:.....

Voice Telephone Number: .....

OFFICIAL NOTICE OF SALE

$193,695,000*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BOND ANTICIPATION NOTES, SERIES 2015

NOTICE IS HEREBY GIVEN that electronic bids only for the purchase of $193,695,000* Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes") will be received by the Central Florida Expressway Authority (the "Authority") on the date and up to the time specified below:

Sale Date:	_____, June __, 2015 (unless rescheduled as provided herein).
Sale Time:	11:00 a.m., local Orlando, Florida Time.
Electronic Bids:	Must be submitted through ***PARITY***® as described below. No other form of bid or provider of electronic bidding services will be accepted. For further information about ***PARITY***®, potential bidders may contact ***PARITY***® by telephone at (212) 849-5021.

Bids will be received for the purchase of all, but not less than all, of the Series 2015 Notes. The Series 2015 Notes are more particularly described in the Preliminary Official Statement dated June __, 2015 (the "Preliminary Official Statement") relating to the Series 2015 Notes, available at the Authority's website, http://www.cfxway.com, and at http://www.munios.com.

Consideration of the bids and the award will be made by the Authority on the Sale Date (as set forth above). The Authority reserves the right to adjust the aggregate principal amount of the Series 2015 Notes being offered, to change the terms of the Series 2015 Notes, to postpone the sale of the Series 2015 Notes to a later date, or to cancel the sale of the Series 2015 Notes as further described herein.

TERMS OF THE SERIES 2015 NOTES

This notice will be submitted to i-Deal for posting at the Thompson Municipal Market Monitor TM3 website and in the ***PARITY***® bid delivery system ("***PARITY***®"). In the event i-Deal's summary of the terms of sale of the Series 2015 Notes disagrees with this Official Notice in any particulars, the terms of this Official Notice shall control (unless notice of an amendment hereto is given as described above).

This Notice governs only the terms of sale, bidding and closing procedures. The terms of issuance, principal and interest repayment, security, tax opinion, and all other information regarding the Series 2015 Notes and the Authority, are given in the Preliminary

*Preliminary, subject to change.

Official Statement which each bidder must have obtained and reviewed prior to bidding for the Series 2015 Note. Copies of the Preliminary Official Statement relating to the Series 2015 Notes are available at the Authority's website, http://www.cfxway.com, and at http://www.munios.com. The Series 2015 Notes are only offered by means of the Official Statement, and the Authority has not authorized the posting of any information or summary about the Authority or the security for the Series 2015 Notes by i-Deal or any other person.

A single maturity of Series 2015 Notes shall be issued, dated as of the date of delivery, and will mature on January 1, 2019 (the "Maturity Date"). The Series 2015 Notes are subject to optional redemption by the Authority in whole or in part at any time on or after January 1, 2018 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

The Series 2015 Notes will bear interest (compounded on a 360-year, 30-day per month basis) at the rate or rates per annum fixed in the proposal accepted for their purchase, provided, that:

(i) The Series 2015 Notes shall bear one rate of interest;
(ii) The Series 2015 Notes shall bear interest from the date of delivery to the stated Maturity Date at the interest rate specified in the bid;
(iii) The interest rate specified for the Series 2015 Notes must be in a multiple of 1/1,000 of 1%; and
(iv) Interest on the Series 2015 Notes is payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2016, calculated on the basis of a 30-day month, 360-day year from the date of the Series 2015 Notes.

The Series 2015 Notes will be issued in fully registered form without coupons. One note representing the aggregate principal amount of the Series 2015 Notes maturing on the Maturity Date, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") which will act as a securities depository of the Series 2015 Notes. Individual purchases of the Series 2015 Notes will be made in book-entry form only in the principal amount of $5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of the Series 2015 Notes. Principal and interest are payable by the Authority to DTC or its nominee as registered owner of the Series 2015 Notes. The successful bidder, as a condition of delivery of the Series 2015 Notes, will be required to deposit the Series 2015 Notes with DTC.

ADJUSTMENT OF PRINCIPAL AMOUNT OF NOTES

If, after final computation of the bids, the Authority determines in its sole discretion that the funds necessary to accomplish the purposes for which the Series 2015 Notes are being issued are either more or less than the proceeds of the sale, the Authority reserves the right to increase or decrease the aggregate principal amount of the Series 2015 Notes and correspondingly adjust the issue size of the Series 2015 Notes by an amount not to exceed 15% of the stated maturity amount (all calculations to be rounded to the nearest $5,000). In the event of any such

adjustment, no rebidding or recalculation of the bid submitted will be required or permitted. The purchase price of the Series 2015 Notes will be computed by taking the adjusted par amount (a) either subtracting the net original issue discount or adding the net original issue premium, as applicable, computed based on the adjusted par amount of the Series 2015 Notes and the prices provided by the bidder[s], and (b) then subtracting therefrom an amount equal to the per bond dollar amount of the underwriter's spread (adjusted for any change in the cost of bond insurance, if any) multiplied by the adjusted par amount of the Series 2015 Notes. The Series 2015 Notes, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield for that maturity as specified in the bid of the successful bidder for such Notes.

SECURITY AND PURPOSE

The Series 2015 Notes are one of a duly authorized issue of notes designated "Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2015" (the "Series 2015 Notes") issued by the Authority under the authority of and pursuant to Chapter 348, Part III, Florida Statutes, as amended, and under and pursuant to an Amended and Restated Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Nineteenth Supplemental Revenue Bond Resolution adopted by the Authority on June __, 2015 (collectively, the "BAN Resolution").

As provided in the BAN Resolution, the Series 2015 Notes and the interest and premium, if any, hereon are payable solely from and secured by the monies received by the Authority from a future sale of refunding Bonds or other obligations issued under the Master Senior Lien Bond Resolution for the purpose of currently refunding the Series 2015 Notes, or from other sources of funds available to the Authority, and the proceeds of the Series 2015 Notes on deposit in the Series 2015 Notes Construction Fund (collectively, the "BAN Pledged Revenues"), and from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution. (Capitalized terms used herein shall have the respective meanings set forth in the BAN Resolution).

The Series 2015 Notes are being issued to finance on an interim basis part of the cost of acquiring and constructing additions, extensions and improvements to the Expressway System, consisting of the Authority's segments, 11.32 miles in total length, of the Wekiva Parkway Project, and paying certain costs of issuance of the Series 2015 Notes.

PROCEDURES FOR ELECTRONIC BIDDING

Bids may be submitted electronically for the purchase of the Series 2015 Notes (all or none) via ***PARITY***® pursuant to this Official Notice of Sale on _____, June __, 2015 until 11:00 a.m., local Orlando, Florida time, but no bid will be received after such time. To the extent any instructions or directions set forth in ***PARITY***® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about ***PARITY***®, potential bidders may contact ***PARITY***® by telephone at (212) 849-5021.

Bids will be communicated electronically to the Authority at 11:00 a.m., local Orlando, Florida time, on _____, June __, 2015. Prior to that time, an eligible prospective bidder may (1) submit the proposed terms of its bid via ***PARITY®***, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Series 2015 Notes, or (3) withdraw its proposed bid. Once the bids are communicated electronically via ***PARITY®*** to the Authority, each bid will constitute an irrevocable offer to purchase the Series 2015 Notes on the terms therein provided.

The Authority assumes no responsibility for ensuring or verifying bidder compliance with ***PARITY®***'s procedures. The Authority shall be entitled to assume that any bid received via ***PARITY®*** has been made by a duly authorized agent of the bidder. The Authority, the Financial Advisor and Bond Counsel assume no responsibility for any malfunction of the ***PARITY®*** system, any failure of a bid to be received at the official time, or any error contained in any submitted electronically. The official time for receipt of bids will be determined by the Authority, and the Authority shall not be required to accept the time kept by ***PARITY®*** as the official time. In the event of a malfunction of the ***PARITY®*** system, all bids will be rejected and the Series 2015 Notes will be offered for competitive sale on a later date.

The Authority is using ***PARITY®*** as a communication mechanism, and not as the Authority's agent, to conduct the electronic bidding for the Series 2015 Notes. The Authority is not bound by any advice and determination of ***PARITY®*** to the effect that any particular bid complies with the terms of this Official Notice of Sale. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via ***PARITY®*** are the sole responsibility of the bidders. The Authority is not responsible, directly or indirectly, for any costs or expenses.

[GOOD FAITH DEPOSIT

The successful bidder for the Series 2015 Notes shall wire transfer to the Authority $_____ (_____ dollars) (the "Good Faith Deposit") in immediately available funds as instructed by the Authority's Financial Advisor, Public Financial Management, Inc. The successful bidder shall submit the Good Faith Deposit not more than three hours after verbal award is made. The successful bidder should provide evidence of the wire transfer by providing the Authority the federal funds reference number as quickly as it is available. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the Authority may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Series 2015 Notes to the same. If the successful bidder fails to comply with the terms of its bid, the Good Faith Deposit may be retained by the Authority as full liquidated damages; otherwise the amount thereof will be applied to the purchase price of the Series 2015 Notes at the time of delivery. No interest on the Good Faith Deposit will accrue to the successful bidder.]

BID SPECIFICATIONS

The Series 2015 Notes will be awarded to the best bid on the basis of the annually compounded lowest net interest cost ("NIC/TIC") of the proposal, as calculated by the Financial Advisor. If two or more bidders offer bids at the same lowest NIC/TIC, the best bid will be the first bid received in the determination of the Authority, whose determination is final; provided, however, that the Authority reserves the right to exercise its discretion and judgment in making the award and may award the Series 2015 Notes on a pro rata basis in such denominations as the Authority shall determine.

The Authority will not accept any bid for less than all of the Series 2015 Notes or for a purchase price of less than 100% of the principal amount of the Series 2015 Notes. The foregoing provision does not preclude original issue discount or premium on the Series 2015 Notes so long as the bid is at least equal to 100% of the aggregate principal amount of the Series 2015 Notes. All bids must be unconditional. All bids shall be deemed to incorporate all of the terms of this Official Notice of Sale.

In the event multiple bids are received from a single bidder by any means or combination thereof, the Authority shall accept the bid representing the lowest NIC/TIC, and each bidder agrees by submitting any bid to be bound by such best bid. Each bidder is requested, but not required, to state in its bid the total percentage NIC/TIC, which shall be considered as informative only and not binding on either the bidder or the Authority. [No good faith deposit is required to bid on the Series 2015 Notes, nor will a good faith deposit be required from the winning bidder.] The Authority reserves the right to reject any and all bids and to waive any irregularity or informality in any bid which does not have a material effect and whose waiver will not change the ranking of the bids received.

Each bidder will be required to complete and sign the Truth-In-Bonding Statement, as set forth in section 218.385(2)(3) of the Florida Statutes and EXHIBIT A attached hereto, such statements should be submitted to the Interim Chief Financial Officer of the Authority (which may be via email at Lisa.Lumbard@CFXWay.com or via facsimile transmission (407) 690-5031) on the date bids are due and prior to award by the Authority.

By submission of its bid, a bidder shall be deemed to have made the following representations:

(1) The bidder has received and reviewed the Preliminary Official Statement and as a condition to bidding on the Series 2015 Notes, has determined that it can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) As of the date of its bid and as of the date of delivery of the Series 2015 Notes, all members of the bidder's syndicate either participate in The Depository Trust Company, New York, New York ("DTC") or clear through or maintain a custodial relationship with an entity that participates in said depository.

The successful bidder shall make a bona fide public offering of the Series 2015 Notes at their respective initial reoffering prices and shall provide the related certification described below. The successful bidder must reasonably expect to sell to the public 10% or more in par amount of the Series 2015 Notes at the initial reoffering prices. No bid will be accepted which would cause the Series 2015 Notes to lose their tax-exempt status.

AWARD OF NOTES

The Authority will take action awarding the Series 2015 Notes or rejecting all bids not later than 26 hours after the expiration of the time herein prescribed for the receipt of the bids, unless such time of award is waived by the successful bidder. Notice of award will be given promptly to the successful bidder.

POSTPONEMENT OR AMENDMENT

The Executive Director of the Authority, or such other officer of the Authority designated for the purpose (each an "Authorized Officer"), acting on behalf of and as authorized and directed by the Authority, reserves the right to cancel or postpone the sale of the Series 2015 Notes, or amend the terms thereof upon notice given through the Thompson Municipal Market Monitor (http://www.TM3.com) (the "News Service") not later than 9:30 a.m., local Orlando, Florida time, on the day designated for receipt of bids. If any date fixed for the receipt of bids and the sale of the Series 2015 Notes is postponed, any alternative sale date will be announced via the News Service at least 24 hours prior to such alternative sale date and will specify changes in the principal amount or other features, if any. On any such alternative sale date, any bidder may submit an electronic bid for the purchase of the Series 2015 Notes in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes described in the next sentence. If the date fixed for receipt of bids is postponed, then the dated date of the Series 2015 Notes, the dates of the semiannual interest payments on the Series 2015 Notes, and the dates of the annual principal payments may be changed and, accordingly, the date from which interest will accrue shall change. Such changes, if any, will be announced by the News Service at the time the alternative sale date and time are announced.

DELIVERY OF NOTES

Delivery of the Series 2015 Notes thorough the facilities of DTC will be made to the successful bidder in New York, New York, as soon as the Series 2015 Notes can be prepared, which is estimated to be on July __, 2015. Payment for the Series 2015 Notes must be made in funds immediately available in Orlando, Florida, on the date of delivery. Any expense of providing immediately available funds, whether by transfer of Federal Reserve Bank funds or otherwise, shall be borne by the successful bidder or bidders. The cost of printing the Series 2015 Notes will be borne by the Authority.

The successful bidder shall have the right, at its option, to cancel its obligation to purchase the Series 2015 Notes if the Series 2015 Notes are not executed and tendered for delivery within 60 days from the Sale Date referenced above.

REOFFERING PRICES

Upon notification of award of the bid, the successful bidder shall provide initial offering prices for the Series 2015 Notes purchased. Prior to Closing, as condition to delivery of the Series 2015 Notes, the successful bidder shall be required to provide to the Authority initial offering price information in the form and substance as Bond Counsel may require, including: (i) certification that as of the date of sale, all of the Series 2015 Notes purchased were expected to be reoffered in a bona fide public offering at stated initial offering prices; (ii) certification that as of the date of the certification, all of the Series 2015 Notes purchased had actually been offered to the general public at such prices; and (iii) the maximum initial bona fide offering prices at which at least 10% of the Series 2015 Notes purchased was sold to the general public. Bond Counsel advises that such certificate must be made on the best knowledge, information and belief of the successful bidder.

CUSIP NUMBERS

It is expected that the successful bidder will apply for CUSIP identification numbers for the Series 2015 Notes, and furnish such numbers to Bond Counsel. It is anticipated such CUSIP numbers will be printed on the Series 2015 Notes being delivered to DTC, but neither the failure to print such number on the Series 2015 Notes nor any error with respect thereto shall constitute cause for a failure or refusal of the successful bidder to accept delivery of and pay for the Series 2015 Notes in accordance with the terms and condition of its bid. All expenses in relation to the printing of CUSIP numbers on the Series 2015 Notes shall be paid by the Authority, but the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and paid by the successful bidder. The successful bidder shall also be required to pay all fees required by the DTC, the Securities Industry and Financial Markets Association, the Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Series 2015 Notes.

NO LITIGATION

There is no litigation pending concerning the validity of the Series 2015 Notes, the corporate existence of the Authority or the entitlement to their respective offices of the officers of the Authority who will execute the Series 2015 Notes and other documents and certificates, or the power of the Authority to pay interest and principal on the Series 2015 Notes, and the Authority will furnish to the successful bidder or bidders a no-litigation certificate or certificates certifying the foregoing as of and at the time of delivery of the Series 2015 Notes.

LEGAL OPINION, OFFICIAL STATEMENT AND CERTIFICATE

It shall be a condition to the obligation of the successful bidder to accept delivery of and to pay for the Series 2015 Notes that, simultaneously with or before delivery and payment for the Series 2015 Notes, said bidder shall be furnished, without cost, with (a) the opinion of Broad and Cassel, Orlando, FL, Note Counsel to the Authority, dated as of the date of delivery of the Series 2015 Notes, substantially in the form included as Appendix H to the Preliminary Official Statement; (b) an Official Statement relating to the Series 2015 Notes (the "Official Statement") dated as of the Sale Date of the Series 2015 Notes and substantially in the form of the Preliminary Official Statement; (d) a certificate of an Authorized Officer of the Authority to the effect that, to the best of his knowledge and belief, the Official Statement does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (e) the Continuing Disclosure Agreement substantially in the form included as Appendix F to the Preliminary Official Statement.

ADDITIONAL INFORMATION

As soon as practicable after the award of the Series 2015 Notes to the successful bidder on the day of sale, the Authority will authorize an Official Statement. The Authority also will authorize and issue any supplement to the Official Statement that may be necessary between the date of the authorization of the Official Statement and the date of delivery of and payment for the Series 2015 Notes. If so requested by the successful bidder at or before the close of business on the Sale Date, the Authority will include in the Official Statement such pricing and other information with respect to the terms of the reoffering of the Series 2015 Notes by the successful bidder ("Reoffering Information"), if any, as may be specified and furnished in writing by the successful bidder. If no Reoffering Information should be specified and furnished by the successful bidder, the Official Statement will include the interest rates on the Series 2015 Notes resulting from the bid of the successful bidder and the other statements with respect to reoffering contained in the Preliminary Official Statement. The successful bidder shall be responsible to the Authority and its officials in all respects for the Reoffering Information in any reoffering of the Series 2015 Notes, including the presentation or inclusion of any Reoffering Information in any documents, including the Official Statement. The successful bidder also will be furnished without cost within seven (7) business days after the date of sale with an electronic copy and up to 50 copies of the Official Statement (and any amendments or supplements thereto).

Additional information concerning the Authority, this issue and a description of the security therefor is contained in the Preliminary Official Statement, to which prospective bidders are directed. Such Preliminary Official Statement is provided for informational purposes only and is not a part of this Official Notice of Sale. Such Preliminary Official Statement is deemed final by the Authority as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission (the "SEC"), but is subject to revision, amendment and completion in the Official Statement referred to above.

In order to assist bidders in complying with Rule 15c2-12(b)(5) of the SEC, the Authority will execute and deliver a Continuing Disclosure Agreement on the date of issuance of the Series 2015 Notes pursuant to which it will undertake to provide certain information annually and notices of certain events. A proposed form of this agreement is set forth as Appendix F to the Preliminary Official Statement and will also be set forth in the Official Statement.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS. The Authority's judgment shall be final and binding upon all bidders with respect to the form and adequacy of any bid received and as to its conformity to the terms of this Official Notice of Sale.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Title:_____

Dated: June__, 2015.

EXHIBIT A
TRUTH IN BONDING STATEMENT FORM

TRUTH IN BONDING STATEMENT

The undersigned, on behalf of _____, in connection with the issuance and delivery by the Central Florida Expressway Authority (the "Authority") of its Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes") hereby makes the following statements:

1. The Authority is proposing to issue the Series 2015 Notes for the purpose of financing on an interim basis part of the cost of acquiring and constructing additions, extensions and improvements to the Expressway System, consisting of the Authority's segments, 11.32 miles in total length, of the Wekiva Parkway Project, and paying certain costs of issuance of the Series 2015 Notes. The Series 2015 Notes are expected to be repaid over ____ years. At an assumed interest rate (TIC) of _____%, total interest paid over the life of the Series 2015 Notes will be approximately $_____.

2. The Series 2015 Notes and the interest and premium, if any, thereon are payable solely from and secured by the monies received by the Authority from a future sale of refunding Bonds or other obligations issued under the Master Senior Lien Bond Resolution[1] for the purpose of currently refunding the Series 2015 Notes, or from other sources of funds available to the Authority, and the proceeds of the Series 2015 Notes on deposit in the Series 2015 Notes Construction Fund, and from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Resolution. Authorization of the Series 2015 Notes will result in a maximum annual amount of $_____ being unavailable to the Authority to finance other services of the Authority during the next _____ years.

3. The Series 2015 Notes are being issued and delivered by the Authority to evidence the obligations of the Authority under the BAN Resolution. No underwriter was retained by the Authority in connection with the issuance and delivery of the Series 2015 Bond.

---

[1] Capitalized terms used herein shall have the respective meanings set forth in that certain Amended and Restated Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Nineteenth Supplemental Revenue Bond Resolution adopted by the Authority on June __, 2015 (collectively, the "BAN Resolution").

Dated as of June, _, 2015.

_____

By:_____
Name: _____
Its: _____

F. 5.

All Aboard Florida Sale and Purchase Agreement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Joseph L. Passiatore, General Counsel

DATE: June 1, 2015

RE: Fourth Amendment to Contract for Sale and Purchase of Rail Line Easements with All Aboard Florida ("AAF") for a Short Extension to Continue Negotiations

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By Contract dated October and December 2013, All Aboard Florida –Operations LLC, a Delaware limited liability company, entered into a Contract of Sale and Purchase of a 100-foot wide rail line easements along State Road 528 from the point where State Road 528 first abuts the property that is owned by the City of Orlando and operated by the Greater Orlando Aviation Authority to a point where State Road 528 abuts the west side of its intersection with State Road 520 in Orange County, Florida.

The Contract has been amended three times. The First Amendment extended the inspection period to June 26, 2014. The Second Amendment extended the inspection period and the outside closing dates to September 1, 2014 and December 31, 2014, respectively. The Third Amendment extended the inspection period and outside closing dates to March 20, 2015 and June 30, 2015, respectively.

Although CFX has made progress towards acquiring property within the corridor, CFX is still in the process of negotiating with B and M Investment LLC, Bal Bay Realty LTD, and Carlsbad Orlando LLC. Because of All Aboard Florida's schedule, it may not be possible to acquire the remaining parcels voluntarily.

As a result, the parties are discussing the possibility that condemnation proceedings may become necessary to acquire the three remaining parcels. Given that the current Contract as amended did not address the possibility of condemnation proceedings, the parties are negotiating possible amendments and revisions to the existing Contract for Sale and Purchase of Rail Line Easements along with the associated Rail Line Easements.

REQUEST

Because of the complexity of the existing Contract and to provide the parties with additional time to negotiate an amendment to the Contract, the Right-of-Way Committee recommends approval of a short extension of the outside closing date from June 30, 2015 to August 31, 2015.

FOURTH AMENDMENT TO
CONTRACT FOR SALE AND PURCHASE OF RAIL LINE EASEMENTS

THIS FOURTH AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF RAIL EASEMENTS ("Fourth Amendment") is effective as of _____, the Amendment Effective Date, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, as successor in interest to the ORLANDO–ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the "Authority" or "Seller") and All Aboard Florida – Operations LLC, a Delaware limited liability company ("AAF" or "Buyer" and collectively with the Authority referred to as the "Parties").

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase of Rail Line Easements dated as of its Effective Date (the "Contract"); and

WHEREAS, Seller and Buyer desire to amend the Contract in certain respects to allow for additional time for inspection and closing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Fourth Amendment in their entirety.

2. **Definitions.** All capitalized terms used herein but otherwise not defined herein, which are defined in the Contract, shall have the same meaning ascribed to them herein as in the Contract.

3. **Conflicting Provisions.** To the extent there are any conflicts between the terms and provisions contained in this Fourth Amendment and those contained in the Contract, the terms and provisions of this Fourth Amendment shall control.

4. **Outside Closing Date.** The extension of the Outside Closing Date to August 31, 2015 is hereby ratified. Accordingly, the second sentence of Section 6 of the Contract is hereby amended to read as follows:

> However, absent the written consent of Buyer and Seller, the Closing Date shall not be later than August 31, 2015 (the "Outside Closing Date") and should the Conditions Precedent not have occurred or been waived by the Outside Closing Date, then this Contract may be terminated as provided in Paragraph 11.

5. **Waiver.** In consideration for this Fourth Amendment, both Seller and Buyer unconditionally waive any right to claim or assert that the other has not timely and fully performed and observed all obligations accrued to date under the Contract.

6. **Ratification.** Except as herein amended, the Contract is hereby ratified and affirmed in its entirety by Seller and Buyer.

7. **Counterparts; Email Signatures.** This Fourth Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one amendment. To facilitate execution of this Fourth Amendment, Seller and Buyer may execute and exchange by email as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this Fourth Amendment has been duly executed by the Buyer and Seller as of the respective dates indicated below.

BUYER

ALL ABOARD FLORIDA- OPERATIONS LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date executed by Buyer: _____, 2015

SELLER

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, as successor in interest to the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes

By: _____
Name: _____
Title: _____

Date executed by Seller: _____, 2015

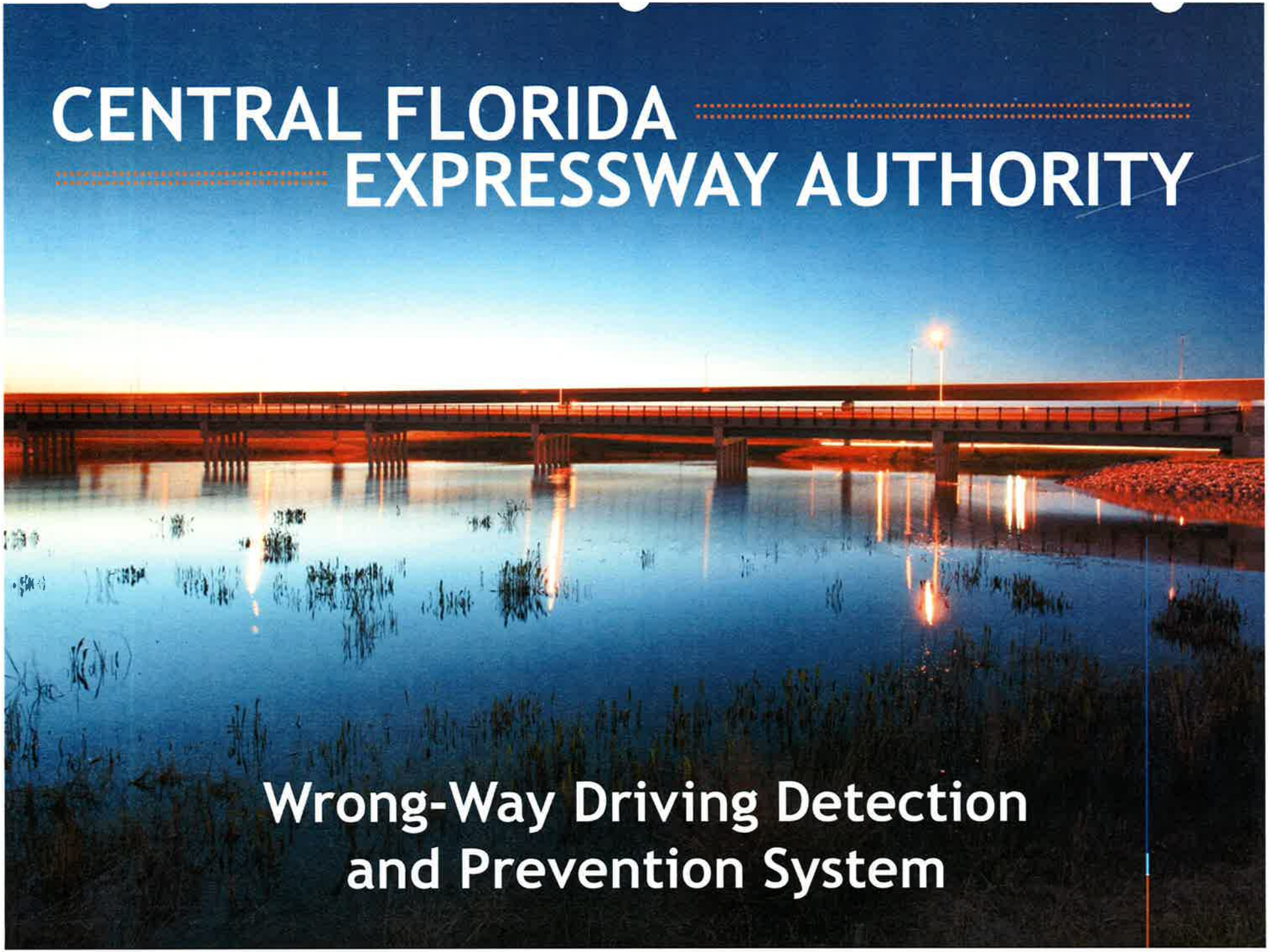
APPROVED AS TO FORM AND LEGALITY FOR RELIANCE UPON BY CFX ONLY

By: _____
Name: _____
Title: _____

Date executed by Legal _____, 2015

F. 6.

Wrong Way Driving Study


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Wrong-Way Driving Detection
and Prevention System

PARTNERS

UCF

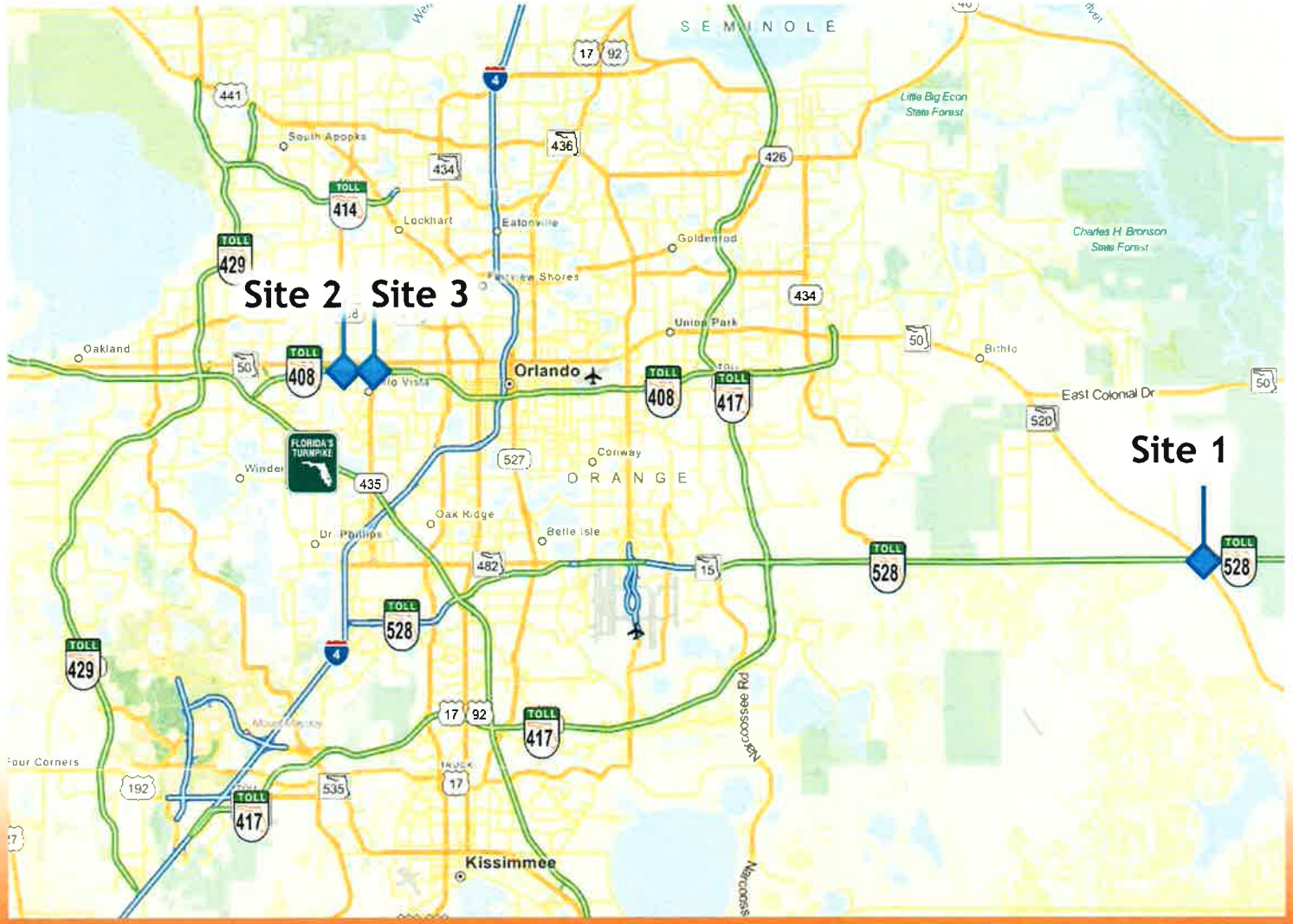
U.S. Department of Transportation
Federal Highway Administration

HIGHWAY PATROL FLORIDA

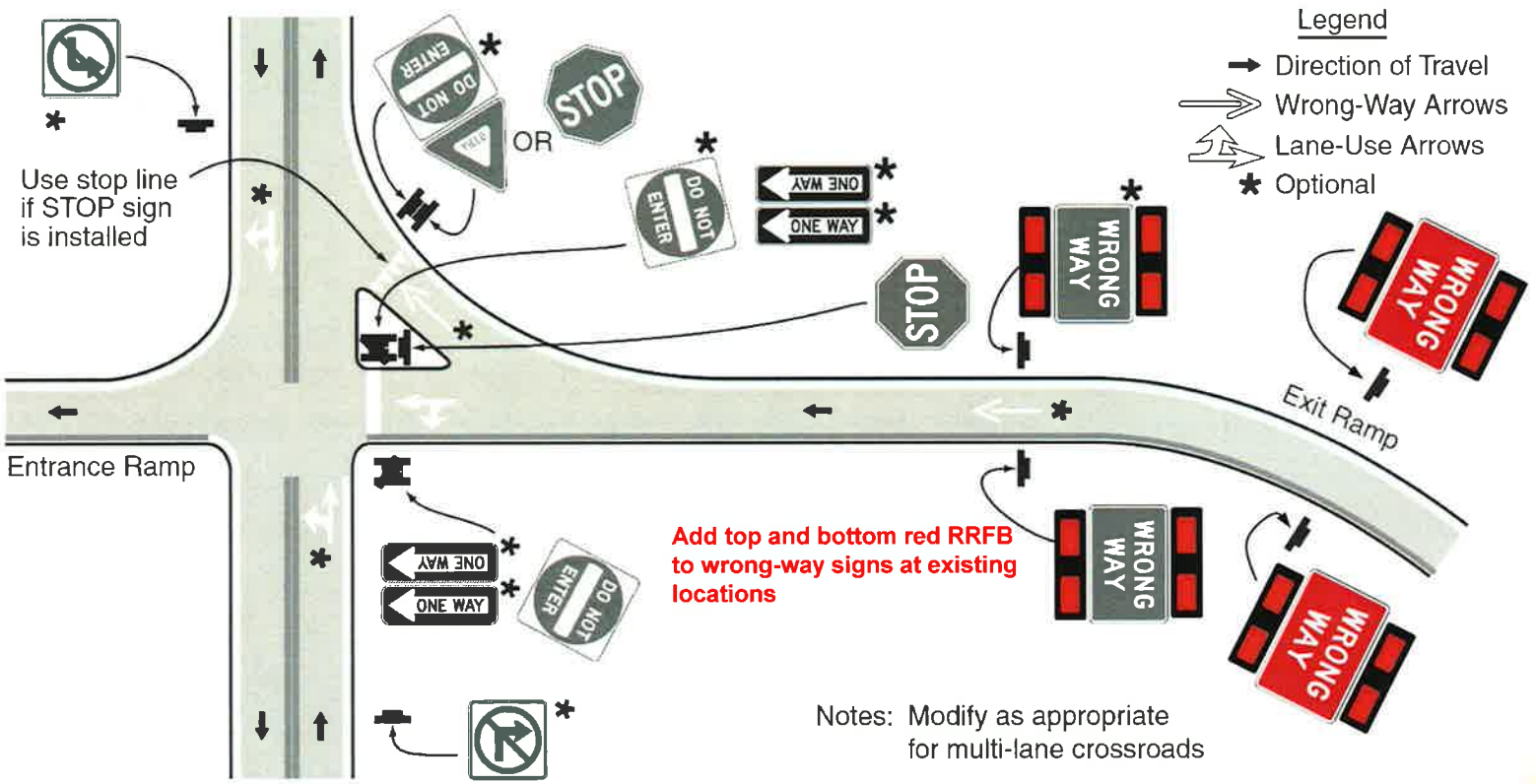
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Centennial FDOT 1915 ★ 2015

CURRENT WWD DETECTORS



RAMP DETECTION EQUIPMENT



Add supplemental wrong-way signs and RRFB between existing wrong-way signs and the expressway mainline

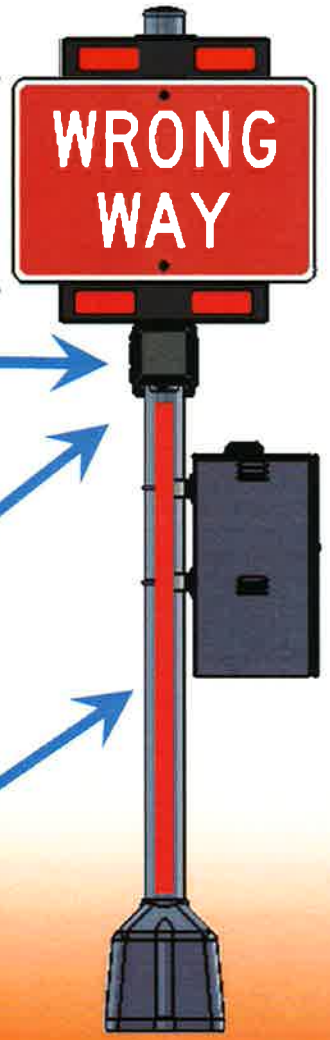
RAMP DETECTION EQUIPMENT

Red RRFB (two bars per sign)

Radar (one forward-facing, one rear-facing)

Camera (one forward-facing, one side-facing)

Retroreflective red tape on pole



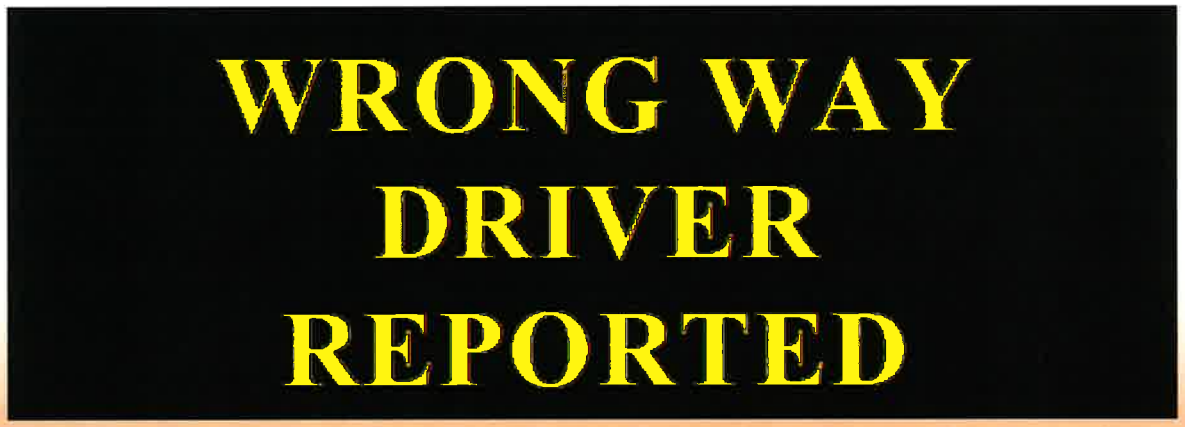
SR 528 RAMP DEMONSTRATION



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SIGN EXAMPLES





ONGOING ACTIVITY

- Coordinating with partners
- Posting messages to CFX dynamic message signs for right-way drivers
  - SR 528 at 520
  - SR 408 at Kirkman and Hiawassee
- Prioritizing additional locations
- Additional opportunities to notify right-way drivers

RECOMMENDED MOTION

Authorization to advertise for construction to deploy wrong-way detection and countermeasures equipment at additional exit ramps on the CFX system.