

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING December 10, 2015

**Location: Osceola Heritage Park Exhibition Building
1901 Chief Osceola Trail
Kissimmee, FL 34744**

Board Members Present:

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

Board Member Participating by Phone:

Jay Madara, 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

A. CALL TO ORDER

The meeting was called to order at 9:05 a.m. by Chairman Welton Cadwell.

Commissioner Hawkins welcomed and thanked everyone for coming to Osceola County for this meeting. He talked about some unique features of Osceola County.

Atlee Mercer, Chairman of Osceola County Expressway Authority (OCX), spoke about OCX's plans to build the remaining portion of the southern beltway as a public/private partnership. OCX may be asking for participation from CFX to leverage the project.

Bob Hartnett of TEAMFL invited everyone to attend the TEAMFL meeting on January 28 and 29 at the Hyatt Hotel at the Orlando International Airport. CFX and OCX are co-hosts for the event.

B. PUBLIC COMMENT

Sally Baptiste talked about the true cost of transportation, FDOT eminent domain and special interest tactics. She is meeting with the Chairman after the meeting.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve the minutes of the November 12, 2015 Board Meeting and November 12, 2015 Board Workshop as presented. The motion carried with eight (8) members voting AYE by voice vote; Commissioner Boyd was not present at that time.

D. APPROVAL OF CONSENT AGENDA

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

CONSTRUCTION & MAINTENANCE

1. Approval for award of contract to RS&H, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 417 Resurfacing from International Drive to Moss Park Road – Project No. 417-733/Contract No. 001131 (Contract Amount: \$1,850,000)
2. Approval of Construction Contract Modifications on the following contract:
 - a) Contract No. 429-203 Superior Construction Co. SE, LLC (\$23,720.25)
3. Approval of Final Ranking and Award of Contract for Miscellaneous Construction Engineering and Inspection (CEI) Services for Intelligent Transportation System Projects to Metric Engineering, Inc.- Contract No. 001158 (Contract Amount: Not-to-Exceed \$2,600,000)
4. Approval to increase the Maintenance Budget by \$169,000 to allow recruitment and hiring for the position of Director of Maintenance

ENGINEERING

5. Approval of Supplemental Agreement No. 6 with Atkins North America, Inc. for Post Design Services for S.R. 429 (Wekiva Parkway) Systems Interchange – Project No. 429-204/Contract No. 000858 (Supplemental Agreement Amount: \$1,115,000)

6. Approval of Final Ranking and Authorization for Fee Negotiations with T.Y. Lin International for Professional Engineering Consultant Services for S.R. 528/S.R. 436 Bridge Deck Replacement – Project No. 528-130/Contract No. 001135

EXECUTIVE

7. Approval of the October 28, 2015 Interlocal Agreement with the Lake-Sumter MPO for the limited purpose of accepting a non-voting ex-officio appointment to the governing Board
8. Approval of Update to Travel Policy
9. Approval to eliminate Policy Regarding Entertainment Expenses
10. Approval to eliminate Policy Regarding the Executive Director and Personnel Matters

FINANCE & ACCOUNTING

11. Approval of contract renewal with PFM Asset Management LLC for Investment Advisor Services – Contract No. 000832 (Contract Amount: \$195,000)
12. Approval for Disposal of Inventory Items

INTERNAL AUDIT

13. Approval of ITS Security Review
14. Approval of PCI DSS 3.0 Gap Assessment

LEGAL

15. Approval of settlement for the acquisition of Parcel 174 (Jackie D. Martin and Debora F. Martin) – Wekiva Parkway Project No. 203 (Settlement Amount: \$94,500)
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19. Approval of Property Access License Agreement with the Greater Orlando Aviation Authority for S.R. 528 Airport Plaza Demolition and Ramp Plaza Construction Project

PROCUREMENT

20. Approval of Resolution Amending the Procurement Policy
21. Approval of Resolution Amending the Policy for Qualification of Contractors

SPECIAL PROJECTS

22. Ratification of Executive Director Approval of Purchase Orders for Toll System Replacement Project:
- | | | |
|-------------------------|--------------|--------------------------------|
| a) CDWG Computer Center | \$331,231.31 | Cooperative Purch. Agr. – NJPA |
| b) Carousel Industries | \$213,678.63 | Cooperative Purch. Agr. - GSA |

TOLL OPERATIONS

23. Approval to purchase transponders

TRAFFIC OPERATIONS

24. Approval of Purchase Order to Daktronics for Single Line Dynamic Message Signs (Purchase Order Amount: \$2,636,660)

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

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Cadwell reported on the SR 417/Boggy Creek Road Interchange, which will be open in February 2016.
- With the busy holiday travel season upon us, we will be monitoring traffic conditions and suspending any lane closures due to construction over the holidays.

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for October were \$31,123,472 which is 11% above projections and 10% above prior year. CFX's total revenues were \$33.4 million for the month.

Total OM&A expenses were \$5.8 million for the month and \$16.3 million year-to-date, which is 13% under budget.

After debt service the total net revenue available for projects was \$15.3 million for October and \$63.2 million year-to-date.

3. EXECUTIVE DIRECTOR'S REPORT

Laura Kelley provided the Executive Director's Report in written form (Exhibit "B").

In addition, she reported on the following:

- The performance dashboard has been revised to include average speed data and safety numbers.
- The call center wait times continue to improve.
- The ribbon cutting ceremony for the SR 417/Boggy Creek Road Interchange is scheduled for February 12.
- CFX engineers will be working with Lyman High School engineering magnet program.

(Commissioner Boyd arrived at this time.)

F. REGULAR AGENDA ITEMS

1. SUPPLIER DIVERSITY DEPARTMENT PRESENTATION

Director of Supplier Diversity Iranetta Dennis presented an overview of the Supplier Diversity Department.

(This item was presented for information only.)

2. AMENDMENT TO FIVE-YEAR WORK PLAN (FY 2016 – 2020)

Director of Engineering Glenn Pressimone explained that the equipment in the Board Room is in need of replacement, including all new A/V equipment and wiring and installation of permanent broadcast cameras and controls. The cost estimate is \$500,000 (includes 10% contingency).

Staff is proposing to fund the Board Room A/V Project by reallocating a portion of the \$10.8 million realized savings from the SR 417 Resurfacing Project (I-Drive to Moss Park).

A motion was made by Commissioner Boyd and seconded by Mayor Jacobs to approve the amendment to the previously adopted FY 2016 – 2020 Five-Year Work Plan by adding the Board Room A/V System Replacement Project and to authorize advertisement of the project for bids. The motion carried with nine (9) members voting AYE by voice vote.

3. APPROVAL OF RESOLUTION AMENDING THE CFX CODE OF ETHICS TO REQUIRE FINANCIAL DISCLOSURE BY STANDING COMMITTEE MEMBERS

General Counsel Joseph Passiatore presented a Resolution (Exhibit "C") amending the CFX Code of Ethics to require Financial Disclosure by standing committee members. This codifies action taken by the Board at the October meeting.

Mr. Passiatore has requested and received an opinion from the Commission on Ethics as to whether members of the standing committees are required to file Form 1, Financial Disclosure. The opinion from the Commission on Ethics is that, while it is not required, it is within the prerogative of the CFX Board to require it.

A motion was made by Mayor Jacobs and seconded by Commissioner Carey to approve the Resolution amending the CFX Code of Ethics to require Financial Disclosure by Standing Committee Members. The motion carried with nine (9) members voting AYE by voice vote.

4. CONSIDERATION OF PROPOSALS TO PROVIDE CONTRACT ATTORNEY SERVICES FOR RIGHT OF WAY ACQUISITION

Chairman Cadwell postponed this item for a future meeting.

5. APPROVAL OF APPOINTMENTS OF CITIZEN REPRESENTATIVES TO AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES

Ms. Herr requested more time to acquire the best talent for these committees.

By consensus, this item was tabled until the January/February time frame.

6. ACCEPTANCE OF FY 2015 FINANCIAL STATEMENTS

Mr. Bill Blend of Moore Stephens Lovelace presented an overview of the FY 2015 Financial Statements:

- Auditor's Report on Financial Statements
 - Unmodified Opinion
- Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters
 - No internal control findings related to financial reporting and no compliance findings
- Auditor's Report on Compliance with Bond Covenants
 - No compliance findings
- Accountant's Examination Report on Investment Compliance
 - No compliance findings
- Management Letter
 - No management letter comments

The Financial Statements have been accepted by the Finance Committee.

A motion was made by Commissioner Hawkins and seconded by Mayor Jacobs to accept the FY 2015 Financial Statements as presented. The motion carried with nine (9) members voting AYE by voice vote.

(Mr. Madara ended his phone participation at this time.)

7. CFX STRATEGIC MULTIMODAL INVESTMENTS

Mr. Steve Reich of the University of South Florida's Center for Urban Transportation Research (CUTR) facilitated a discussion on multimodal transportation investments.

Mr. Reich's presentation included the following topics:

- Current view of CFX
- Advantages of authorities
 - Revenue Authority Benefits
- Challenges
 - Factors
 - Transit Financial Basics
 - Transit Revenue Sources

The challenge is how a revenue authority funded with user fees can financially partner to further multimodal mobility without jeopardizing its long-term sustainability and maintain its commitment to customers, bond holders and the community.

Mr. Reich posed the following key policy questions for the Board members to consider:

- What regional role does the Board envision CFX has to play?
- What financial parameters would the Board require on CFX multimodal investments?
- Are there other CFX assets that need to be considered in a broader regional role?
- Is there merit to the development of a systematic evaluation method of multimodal needs?

The Board indicated that they would like to see CFX intermodal investments over the next 20 to 25 years focused on the corridors that we manage. CFX investments should be focused on bus rapid transit and light rail on our existing roadway system or investments that relieve congestion on our system.

The Board would like a report back on all things in progress and to identify CFX's role in those things; a report on the gaps that exist today and how we could potentially fill those gaps; and a report on the realm of possible solutions.

An executive summary of all transportation board activities should be provided each month to the CFX Board.

Mr. Reich made the following recommendations:

- Charge CFX management with conducting an analysis to include:
 - A set of policy recommendations consistent with Board input/feedback and statutory framework
 - A review of existing multimodal funding needs and potential projects
 - A recommended process for periodic review and evaluation of partnership opportunities


A motion was made by Mayor Dyer and seconded by Commissioner Hawkins to approve the recommendations made by Mr. Reich and the additional recommendations made by the Board members. The motion carried with eight (8) members voting AYE by voice vote; Mr. Madara was no longer participating by phone.

G. BOARD MEMBER COMMENT


There were no comments from the Board members.

H. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 11:00 a.m.



Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority



Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on 1/14, 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, www.expresswayauthority.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING December 10, 2015

9:00 a.m.

**Meeting location: Osceola Heritage Park Exhibition Building
1901 Chief Osceola Trail
Kissimmee, FL 34744
Kissimmee C Meeting Room**

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 MINUTES (Action Item)

1. November 12, 2015 Board Meeting
2. November 12, 2015 Board Workshop

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

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **SUPPLIER DIVERSITY DEPARTMENT PRESENTATION** – *Iranetta Dennis, Director of Supplier Diversity* (Info. Item)
2. **AMENDMENT TO FIVE-YEAR WORK PLAN (FY 2016-2020)** – *Glenn Pressimone, Director of Engineering* (Action Item)
3. **APPROVAL OF RESOLUTION AMENDING THE CFX CODE OF ETHICS TO REQUIRE FINANCIAL DISCLOSURE BY STANDING COMMITTEE MEMBERS** – *Joseph Passiatore, General Counsel* (Action Item)
4. **CONSIDERATION OF PROPOSALS TO PROVIDE CONTRACT ATTORNEY FOR RIGHT OF WAY ACQUISITION** – *Joseph Passiatore, General Counsel* (Action Item)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

- 5. APPROVAL OF APPOINTMENTS OF CITIZEN REPRESENTATIVES TO AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES –** *Chairman Welton Cadwell* **(Action Item)**
- 6. ACCEPTANCE OF FY 2015 FINANCIAL STATEMENTS –** *Bill Blend, Moore Stephens Lovelace, P.A.* **(Action Item)**
- 7. CFX STRATEGIC MULTIMODAL INVESTMENTS –** *Stephen Reich, Center for Urban Transportation Research* **(Action Item)**

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at Iranetta.dennis@CFXway.com at least three business days prior to the event.

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA December 10, 2015

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CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller. 
Director of Procurement

DATE: November 17, 2015

RE: Award of Contract for Construction Engineering and Inspection Services for
S.R. 417 Resurfacing from International Drive to Moss Park Road
Project No. 417-733; Contract No. 001131

At its meeting on October 8, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with RS&H, Inc. Those negotiations have been completed and Board award of the contract to RS&H, Inc. in the not-to-exceed amount of \$1,850,000.00 is requested.

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
RS&H, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
S.R. 417 MILLING AND RESURFACING FROM
INTERNATIONAL DRIVE TO MOSS PARK ROAD.**

CONTRACT NO. 001131

**CONTRACT DATE: DECEMBER 10, 2015
CONTRACT AMOUNT: \$1,850,000.00**

**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

**S.R. 417 MILLING AND RESURFACING FROM INTERNATIONAL DRIVE TO
MOSS PARK ROAD**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001131

DECEMBER 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
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

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	Exhibit "B", Method of Compensation	
	Exhibit "C", Details of Cost and Fees	
	Exhibit "D", Project Organization Chart	

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001131**

THIS AGREEMENT, made and entered into this 10th day of December, 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 "CFX" and RS&H, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 301 East Pine Street, Suite 350, Orlando, Florida 32801.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001131, S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road.

2.0 The CONSULTANT and CFX 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.

CFX's Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction 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.

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 five year term from the date of the Notice to Proceed from CFX which includes the construction period of 13 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 15 months.

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 CFX 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. CFX 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 CFX 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 CFX.

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 CFX, 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 CFX 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.

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 CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX'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 CFX 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 CFX'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 CFX 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 CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for Contract No. 001131 including, but not necessarily limited to, milling and resurfacing of S.R. 417.

7.0 COMPENSATION

CFX 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 \$1,850,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX 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 CFX 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 CFX 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 "C", 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 CFX 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 CFX, whichever is later.

10.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX 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 CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX 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 CFX 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 CFX.

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

CFX 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 CFX, 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 CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX 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. CFX further reserves the right to

suspend the qualifications of the CONSULTANT to do business with CFX 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 CFX'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 CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX 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 CFX and request clarification of CFX'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 and hold harmless CFX 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 CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX 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, CFX will immediately forward the claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim as described in this section. CFX'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 CFX to the CONSULTANT of the claim. CFX 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 CFX 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 CFX against any claim, suit or proceeding brought against CFX 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 CFX.

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, CFX 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 CFX, 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 CFX. 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 CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX 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 CFX 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 CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX 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 CFX 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 CFX, CFX 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 CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, 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 CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX 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 CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX 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 CFX 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 CFX.

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 CFX'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 CFX 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 CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX 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 CFX 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 CFX 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 CFX 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", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX 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 CFX's Board of Directors at its meeting on December 10, 2015.

RS&H, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001131, S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

II. GENERAL REQUIREMENTS

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 13 months.

IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work as required to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of the FDOT for inspection of construction projects are set forth in the Department's and the CFX Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variation shall be met. In complying with the aforementioned guide, the

CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by CFX's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production, if required. The CONSULTANT as required by the project documents will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services include, but are not limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a roadway and bridge construction diary, including weather.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to CFX for review and processing.

The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor's survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.
12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by CFX a finding of facts and request for contract modification in accordance with applicable procedures.
13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to CFX all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the marked As-Built (Record) plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.
18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to CFX immediately.
19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents.
20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.
21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared and a copy transmitted to CFX within two (2) business days following the meeting.
22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.
24. The CONSULTANT shall review the contractor's baseline CPM Schedule, or other alternative schedule accepted by CFX, as well as the contractor's monthly schedule updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. If applicable, use a minimum of the same activity codes

and descriptions listed in the contractor's CPM schedule to prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to CFX the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by CFX. An individual previously approved by CFX whose performance is later determined by CFX to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by CFX will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.
- G. CFX Construction Project Administration Procedures.
- H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction project. However, if CFX is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. CFX

will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, 2014 edition.
- B. FDOT Roadway and Traffic Design Standards, 2015 edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.
- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.
- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.

- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

The CONSULTANT will be kept advised of project pre-bid and post-bid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he

may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of CFX.

IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.
- D. Increase the scope and frequency of training conducted by the CONSULTANT.

X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a schedule of rates and CFX shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added without the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over \$25,000.00 without documented prior authorization of CFX Board.

XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement, but may be required to supplement the CONSULTANT's services under the Agreement.

- A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

Central Florida Expressway Authority
Project No. 417-733
Contract No. 001131

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 Service) and method by which payments shall be made.

2.0 COMPENSATION

For satisfactory completion of all services detailed in **Exhibit "A"** (Scope of Services) of this Agreement, CFX will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$1,850,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in **Exhibit "A"** and quantified in **Exhibit "C"**.

2.1 SUMMARY OF COMPENSATION

The Total Maximum Limiting Amount will consist of the following:

- Salary Related Costs (Limiting Amount) (Field Services) A limiting amount for salary related costs including salary and wages for "straight time", "straight overtime", and applicable administrative overhead and payroll burden costs. (This will include reimbursement for premium overtime only for those firms that account for this expense as part of their contract overhead.) The amounts for the Consultant and Sub-Consultant is as follows:

	\$ 1,200,792.62
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- Premium Overtime (Limiting Amount) Compensation for premium overtime costs are provided only for firms that do not account reimbursement through their overhead rate (at the time of execution of this contract) or for firms that have had their field overhead rate capped at 120% or for firms that allocate this to the FDOT direct expense rate because such rate is not reimbursed as part of this contract.

	\$ 0.00
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- Fixed Fee/Operating Margin.(Field Services)

RS&H (Lump Sum)	\$ 126,311.93
Sub-Consultants (Limiting Amount)	\$ 17,783.18

• Direct Project Expenses (As Identified)

Office Setup and Rent (Allowance)	\$ 29,775.71
Office Supplies, Utilities, Tools, Equip (Lump Sum) RS&H	\$ 26,060.45
PiCS	\$ 1,414.11
Vehicles, Operating Costs, Tolls and Mobile Communications (Limiting Amount) (Billed Hourly for each vehicle-phone combination up to a max. 165 hrs. per month of vehicle presence on the jobsite.)	\$ 99,279.77
RS&H	\$7.14
PiCS	\$5.81

A limiting amount for Subconsultants for Engineering, Off-Site Plant Inspection, Geotechnical, Material Testing, and Surveying Services.

(Asphalt Testing Services) Page One	\$ 149,540.00
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Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; no escalation of salaries has been included and therefore have included a contingency to be expended at the sole discretion and prior authorization of CFX

Contingency (Allowance)	\$ 199,042.23
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2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Project Expenses (Lump Sum)

The CONSULTANT will receive monthly progress payments as follows: Month 1 @ \$5,212.07, Months 2 – 15 will be paid in equal installments of \$1,489.17 per month. SUBCONSULTANT will receive one Lump Sum payment of \$1,414.11 in Month 1. Unless otherwise agreed upon by CFX, project expenses will be paid beginning on the 1st month the Consultant's field office for this project is established and operational.

Operating Margin (Lump Sum)

The CONSULTANT will receive progress payments based on a percentage determined from the ratio of "salary costs to date" divided by the corresponding "salary costs (limiting amount)". Any unbilled lump sum amount, provided project is completed to the satisfaction of CFX, will be made on final billing.

LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, CFX 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.

Salary Related Costs (Limiting Amount)

Subject to the established limiting amounts, the CONSULTANT will receive progress payments for direct salaries and wages for actual time expended by personnel in the performance of authorized work during the billing period at their actual salary rates or such lower rate as determined in the detail of cost and fees, or as limited by CFX.

Direct salaries and wages include both straight time payments and all overtime payments made to an employee based on a forty-hour (40) work week. CFX requires that project hours worked by the Resident Engineer, Project Engineer, and Engineer of Administrative Services (Contract Support Specialist and Contract Administrator) be worked during normal business hours, i.e., between 7:00 am and 6:00 pm Monday through Friday. CFX shall not pay CONSULTANT for hours worked by these employees outside of normal business hours unless either: (1) documented project conditions made such work outside of normal business hours necessary; or, (2) said CONSULTANT employees obtained prior written permission from CFX to work outside of normal business hours.

Overtime costs will be divided into straight overtime and premium overtime costs. Straight overtime cost is the portion of overtime compensation paid to an employee at the regular hourly rate. Premium overtime cost is the portion of overtime compensation paid in excess of the regular hourly rate. Straight overtime and premium overtime may be authorized for Senior Inspectors, Inspectors and Inspector's Aides only; as well as field engineers (PDA), and technicians.

Administrative overhead and fringe benefit costs will be applied to approved straight time salary and wage costs as shown in Exhibit "C." Straight time is the amount paid an employee excluding any premium overtime costs.

Sub-consultant Inspection, Engineering, Material Testing, and Environmental Services (Limiting Amount)

Subject to the established limiting amount, the CONSULTANT will be compensated for these services based upon the billing rates as provided in Exhibit "C."

ALLOWANCE AMOUNT ELEMENTS

Contingency (Allowance Amount)

Subject to prior task approval from CFX and the established allowance amount, the CONSULTANT will be compensated for these services based upon rates agreed to prior to the performance of the task.

3.0 INVOICING PROCEDURE

The CONSULTANT will be eligible for progress payments under this Contract at intervals not less than monthly.

Invoices for this agreement will be prepared by the CONSULTANT in the form and quantity acceptable to CFX. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to CFX. If required by CFX, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system.

4.0 RATE ESCALATION PROVISION

The Contract does not contain any rate escalation provision. Unless otherwise agreed to by CFX, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, CFX will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiations of that rate may occur if both parties agree to do so.

END OF SECTION

EXHIBIT C
DETAILS OF COSTS AND FEES

RS&H

SUMMARY OF LABOR RELATED COSTS

Salary Costs	\$	460,845.33
Straight Overtime (10%)	\$	23,264.24
Field Office Overhead (117.43%)	\$	568,489.87
Subtotal	\$	1,052,599.44
Operating Margin (12%)	\$	126,311.93
Overtime Premium	\$	-
RS&H Total Labor Related Costs	\$	1,178,911.37

SUMMARY OF EXPENSES RELATED COSTS

RS&H Allowance Expenses	\$	29,775.71
RS&H Lump Sum Expenses	\$	26,060.45
RS&H Vehicle and Mobile Communications Expenses	\$	82,025.62
RS&H Total Expense Related Costs	\$	137,861.78
(Check expenses versus 23.70% FDOT Rate)	\$	111,345.20
RS&H Grand Total	\$	1,316,773.15

PI Consulting Services

SUMMARY OF LABOR RELATED COSTS

Salary Costs	\$	63,033.30
Straight Overtime (10%)	\$	6,303.33
Field Office Overhead (113.73%)	\$	78,856.55
Subtotal	\$	148,193.18
Operating Margin (12%)	\$	17,783.18
Overtime Premium	\$	-
PI Total Labor Related Costs	\$	165,976.36

SUMMARY OF EXPENSES RELATED COSTS

PI Lump Sum Expenses	\$	1,414.11
PI Vehicle and Mobile Communication Expenses	\$	17,254.15
PI Total Expense Related Costs	\$	18,668.26
(Check expenses versus 11.20% FDOT Rate)	\$	7,765.70
PI Consulting Services Grand Total	\$	184,644.62

Page One Consulting Services

SUMMARY OF LABOR RELATED COSTS

Salary Costs	\$ 147,840.00
Subtotal	\$ 147,840.00
Page One Total Labor Related Costs	\$ 147,840.00

SUMMARY OF EXPENSES RELATED COSTS

Page One Lab Testing Expenses Allowance	\$ 1,700.00
Page One Consulting Services Grand Total	\$ 149,540.00

DBE Calculation

RS&H Grand Total	\$ 1,316,773.15
PI Consulting Services Grand Total	\$ 184,644.62
Page One Consulting Services Grand Total	\$ 149,540.00
Contingency	\$ 199,042.23
Project Grand Total	\$ 1,850,000.00
PI Consulting %	11.2%
Page One %	9.1%
Total DBE %	20.2%

CEI Cost Compared to \$25,598,250.12 Eng Est	7.23%
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RS&H, Inc.

RS&H, Inc.	REFERENCE DOCUMENT	ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE % Value	TOTAL COST
				OFFICE SET UP AND RENT (ALLOWANCE)						
	Estimated	1	N/A	Mobilization, Office Setup, Moving Expenses	1	\$ 1,000.00	\$ 1,000.00			\$ 1,000.00
	Per CFX	2	N/A	Monthly Office Rent	15	\$ 650.00	\$ 9,750.00	\$ 633.75		\$ 10,383.75
	Per CFX	3	N/A	Office Tear-down at completion	1	\$ 2,900.00	\$ 2,900.00			\$ 2,900.00
	Estimated	4	N/A	Electrical Service - Activation	1	\$ 50.00	\$ 50.00			\$ 50.00
	Estimated	5	N/A	Water & Sewer Service - Activation	1	\$ 50.00	\$ 50.00			\$ 50.00
	COM-1	6	3-23	Internet / Telephone Service - Install	1	\$ 199.00	\$ 199.00	\$ 12.94		\$ 211.94
	JJ-1	7	3-12	Security System Installation	1	\$ 125.00	\$ 125.00	\$ 8.13		\$ 133.13
	ST-1	8	3-81	Straight Desk	6	\$ 268.99	\$ 1,613.94	\$ 104.91		\$ 1,718.85
	ST-1	9	3-80	Corner Desk	3	\$ 344.99	\$ 1,034.97	\$ 67.27		\$ 1,102.24
	ST-1	10	3-80	Conference Table	1	\$ 705.99	\$ 705.99	\$ 45.89		\$ 751.88
	ST-1	11	3-79	Book Shelves	5	\$ 109.99	\$ 549.95	\$ 35.75		\$ 585.70
	ST-1	12	3-80	4 Drawer File Cabinet	3	\$ 196.99	\$ 590.97	\$ 38.41		\$ 629.38
	ST-1	13	3-80	Chairs (pack of 4, 16 total chairs)	4	\$ 117.79	\$ 471.16	\$ 30.63		\$ 501.79
	ST-1	14	3-80	Desk Chairs	9	\$ 86.59	\$ 779.31	\$ 50.66		\$ 829.97
	ST-1	15	3-79	Supply Cabinet	1	\$ 159.99	\$ 159.99	\$ 10.40		\$ 170.39
	ST-1	16	3-80	Folding Tables	3	\$ 99.99	\$ 299.97	\$ 19.50		\$ 319.47
	ST-1	17	3-79	2 Drawer File Cabinet	6	\$ 149.99	\$ 899.94	\$ 58.50		\$ 958.44
	KUA-1	18	3-49	Electrical Service - Monthly	15	\$ 217.18	\$ 3,257.70			\$ 3,257.70
	KUA-1	19	3-49	Water & Sewer Service - Monthly	15	\$ 51.10	\$ 766.50			\$ 766.50
	COM-1	20	3-23	Internet / Telephone Service - Monthly	15	\$ 142.85	\$ 2,142.75	\$ 139.28		\$ 2,282.03
	G-1	21	3-41	Network Wiring / Installation	1	\$ 1,100.99	\$ 1,100.99	\$ 71.56		\$ 1,172.55
				Total RS&H Allowance Expenses						\$ 29,775.71

ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE %	Value	TOTAL COST
OFFICE SUPPLIES (LUMP SUM)									
ST-1	22	3-77	Fire Extinguisher	2	\$ 61.99	\$ 123.98	\$ 8.06		\$ 132.04
ST-1	23	3-78	First Aid Kit	1	\$ 24.29	\$ 24.29	\$ 1.58		\$ 25.87
ST-1	24	3-79	Waste Basket - Small	8	\$ 9.29	\$ 74.32	\$ 4.83		\$ 79.15
ST-1	25	3-79	Garbage Can - Large	2	\$ 14.29	\$ 28.58	\$ 1.86		\$ 30.44
ST-1	26	3-81	Dry Erase Board	4	\$ 179.99	\$ 719.96	\$ 46.80		\$ 766.76
ST-1	27	3-78	Plunger	2	\$ 6.49	\$ 12.98	\$ 0.84		\$ 13.82
ST-1	28	3-78	Toilet Brush	2	\$ 8.79	\$ 17.58	\$ 1.14		\$ 18.72
Negotiated	29	N/A	Monthly Office Supplies	15	\$ 200.00	\$ 3,000.00	\$ 195.00		\$ 3,195.00
Subtotal									\$ 4,261.80

UTILITIES (LUMP SUM)									
JS-1	30	3-19	Janitorial Service	15	\$ 70.00	\$ 1,050.00			\$ 1,050.00
JJ-1	31	3-11	Security System Monitoring	15	\$ 39.95	\$ 599.25			\$ 599.25
Subtotal									\$ 1,649.25

ELECTRONIC EQUIPMENT AND SOFTWARE (LUMP SUM)									
ARC-1	32	3-36	Ricoh Copier - Includes paper and toner	15	\$ 353.65	\$ 5,304.75	\$ 344.81		\$ 5,649.56
ST-1	33	3-78	iPad	6	\$ 509.00	\$ 3,054.00	\$ 198.51	40.00%	\$ 1,951.51
ST-1	34	3-78	iPad Case w/Keyboard	6	\$ 99.99	\$ 599.94	\$ 39.00		\$ 638.94
CDW-1	35	3-18	Lenovo T440s w/ Docking Station	3	\$ 1,395.23	\$ 4,185.69	\$ 272.07	40.00%	\$ 2,674.66
CX-1	36	3-17	Cisco 7941 Desk VOIP Phones	5	\$ 119.00	\$ 595.00	\$ 38.68	40.00%	\$ 380.21
IS-2	37	3-15	Cisco ASA 5505 Firewall	1	\$ 523.90	\$ 523.90	\$ 34.05		\$ 557.95
BB-3	38	3-20	Microsoft Wireless Keyboard/Mouse	3	\$ 45.95	\$ 137.85	\$ 8.96		\$ 146.81
BB-3	39	3-20	Dell 19" Display Monitor	6	\$ 132.02	\$ 792.12	\$ 51.49	40.00%	\$ 506.15
BB-3	40	3-20	Surge Protectors - small	7	\$ 7.99	\$ 55.93	\$ 3.64		\$ 59.57
BB-3	41	3-20	Surge Protector w/ Battery Backup	1	\$ 159.99	\$ 159.99	\$ 10.40		\$ 170.39
CDW-2	42	3-10	File server computer	1	\$ 1,962.08	\$ 1,962.08	\$ 127.54	40.00%	\$ 1,253.77
BB-2	43	3-40	Olympus WS-821 Digital Voice Recorder	1	\$ 84.99	\$ 84.99	\$ 5.52		\$ 90.51
IS-1	44	3-13	Cisco Meraki MR 26 Wireless Access Point	1	\$ 681.38	\$ 681.38	\$ 44.29	40.00%	\$ 435.40
IS-1	45	3-13	Cisco Meraki Enterprise Cloud Controller	1	\$ 186.00	\$ 186.00	\$ 12.09	40.00%	\$ 118.85
Subtotal									\$ 14,634.28

FIELD EQUIPMENT, TOOLS, SUPPLIES (LUMP SUM)									
AS-1	46	3-37	Field Books	5	\$ 19.50	\$ 97.50	\$ 6.34		\$ 103.84
HD-1	47	3-46	Flashlights	6	\$ 29.88	\$ 179.28	\$ 11.65		\$ 190.93
ST-1	48	3-77	Hard Hats	6	\$ 26.19	\$ 157.14	\$ 10.21		\$ 167.35
ST-1	49	3-77	Vests	6	\$ 25.59	\$ 153.54	\$ 9.98		\$ 163.52
ST-1	50	3-77	Hearing Protection (box of 100 each)	1	\$ 18.29	\$ 18.29	\$ 1.19		\$ 19.48
ST-1	51	3-77	Safety Glasses	6	\$ 2.89	\$ 17.34	\$ 1.13		\$ 18.47
HD-1	52	3-46	Work Gloves	6	\$ 9.99	\$ 59.94	\$ 3.90		\$ 63.84
HD-1	53	3-46	Marking Spray Paint - case	6	\$ 80.28	\$ 481.68	\$ 31.31		\$ 512.99
BB-1	54	3-39	GPS - Handheld	1	\$ 538.51	\$ 538.51	\$ 35.00	40.00%	\$ 344.11
HD-1	55	3-46	Smart Level	2	\$ 129.70	\$ 259.40	\$ 16.86		\$ 276.26
HD-1	56	3-46	Measuring Tape - 30 FT	6	\$ 25.47	\$ 152.82	\$ 9.93		\$ 162.75
HD-1	57	3-45	Measuring Wheel	3	\$ 72.07	\$ 216.21	\$ 14.05		\$ 230.26
HD-1	58	3-45	Rain Gauge	1	\$ 19.98	\$ 19.98	\$ 1.30		\$ 21.28
HD-1	59	3-45	Shovel	3	\$ 14.97	\$ 44.91	\$ 2.92		\$ 47.83
Trox-1	60	3-88	Troxler Nuclear Gauge	1	\$ 7,609.32	\$ 7,609.32	\$ 494.61	75.00%	\$ 1,902.33
SC-1	61	3-76	Aluminum Straightedge 10 ft	1	\$ 184.88	\$ 184.88	\$ 12.02		\$ 196.90
AS-1	62	3-37	Asphalt Thermometer (box of 12)	1	\$ 456.36	\$ 456.36	\$ 29.66		\$ 486.02
HD-2	63	3-48	Digital Thermometer	6	\$ 39.97	\$ 239.82	\$ 15.59		\$ 255.41
AS-2	64	3-16	Sample Bags - 100 pack	1	\$ 76.00	\$ 76.00	\$ 4.94		\$ 80.94
BB-2	65	3-40	Sony Handycam CS405 Digital Video Camera	1	\$ 229.99	\$ 229.99	\$ 14.95	40.00%	\$ 146.96
Subtotal									\$ 5,515.12

Total RS&H Lump Sum Expenses **\$ 26,060.45**

Lease, License, & Insurance

Vehicle	Monthly		
	Lease	License	Insurance
Dodge Ram 1500 Crew Cab	\$ 558.00	\$5.51	\$ 124.67
Dodge Ram 1500 Quad Cab	\$ 558.00	\$5.51	\$ 124.67
Nissan Frontier	\$ 353.00	\$5.51	\$ 124.67

Operation and Maintenance (note, above lease amounts include maintenance)

Item	Cost/Mile	Assumption	
Fuel (Dodge Ram)	\$ 0.1256	16 mpg with price of \$2.01 per gallon	MPG from US Dept of Energy, Fuel price from AAA
Fuel (Nissan Frontier)	\$ 0.1058	19 mpg with price of \$2.01 per gallon	MPG from US Dept of Energy, Fuel price from AAA
Service	\$ 0.0104	Service at 4,000 mile interval at cost of \$41.50	
Tuneup	\$ 0.0104	at 60,000 intervals at a cost of \$625	
Tires	\$ 0.0203	Replacement at 30,000 miles at a cost of \$609	
Brakes	\$ 0.0050	Replace pads at 40,000 at a cost of \$199	
Other	\$ 0.0100	Allow \$100 per 10,000 miles	
Total (Dodge Ram)	\$ 0.1817		
Total (Nissan Frontier)	\$ 0.1619		

Dodge Ram 1500 Crew Cab

		Monthly Mileage	Months	O&M	Lease	Lic & Ins	Cost
Resident Engineer	Bill Downey	500	7.2	\$ 654.12	\$ 4,017.60	\$ 937.30	\$ 5,609.02

Dodge Ram 1500 Quad Cab

		Monthly Mileage	Months	O&M	Lease	Lic & Ins	Cost
Project Administrator	Arnaldo Larrazabal	1000	14.2	\$ 2,580.14	\$ 7,923.60	\$ 1,848.56	\$ 12,352.30
Senior Inspector	Ray Budd	1000	14.2	\$ 2,580.14	\$ 7,923.60	\$ 1,848.56	\$ 12,352.30
Senior Inspector	Sean Nazari	1000	14	\$ 2,543.80	\$ 7,812.00	\$ 1,822.52	\$ 12,178.32
Senior Inspector	Mike Swinhagen	1000	10	\$ 1,817.00	\$ 5,580.00	\$ 1,301.80	\$ 8,698.80
							\$ 45,581.72

Nissan Frontier

		Monthly Mileage	Months	O&M	Lease	Lic & Ins	Cost
Inspector	Craig Parris	1000	10	\$ 1,619.00	\$ 3,530.00	\$1,301.80	\$ 6,450.80

Vehicle Totals 69.6 \$ 11,794.20 \$ 36,786.80 \$ 9,060.54 \$ 57,641.54

VEHICLES, OPERATING COSTS, TOLLS, MOBILE COMMUNICATIONS (LIMITING AMOUNT)

Reference	Page	Description	Quantity	Unit Price	Total Cost	Sales Tax 6.50%	Salvage %	Value	
		Vehicles (Lease, O&M, L&I) (See Above)	1	\$ 57,641.54	\$ 57,641.54				\$ 57,641.54
ST-1	3-77	Fire Extinguishers - Vehicle	6	\$ 61.99	\$ 371.94	\$ 24.18			\$ 396.12
ST-2	3-83	First Aid Kit - Vehicle	6	\$ 17.29	\$ 103.74	\$ 6.74			\$ 110.48
AW-1	3-38	Strobe Lights and Inverter (installed)	5	\$ 974.00	\$ 4,870.00	\$ 316.55	40%	\$584.40	\$ 3,111.93
AA-1	3-24	Truck Tool Boxes	5	\$ 251.99	\$ 1,259.95	\$ 81.90	40%	\$151.19	\$ 805.09
PF-1	3-50	Vehicle Signs	12	\$ 3.60	\$ 104.15	\$ 6.77			\$ 110.92
TC-1	3-85	Tolls (per Man Month)	69.6	\$ 157.92	\$ 10,991.23				\$ 10,991.23
ATT-1	3-97	Cell Phone Service	69.6	\$ 89.25	\$ 6,211.80	\$ 403.77			\$ 6,615.57
ATT-1	3-97	MIFI / Aircard Service - Sr Insp./Insp.	48.2	\$ 43.69	\$ 2,105.86	\$ 136.88			\$ 2,242.74
RS&H Total Vehicle and Mobile Communication Costs									\$ 82,025.62

Billing Rate Formula = (total vehicle and mobile communication costs)/(total months * 165)

RS&H Vehicle and Mobile Communication Billing Rate per Hour \$ 7.14

Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 417-733
RS&H, Inc.

PI Consulting Services

REFERENCE DOCUMENT	ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE VALUE	%	TOTAL COST
ELECTRONIC EQUIPMENT AND SOFTWARE (LUMP SUM)										
PI-2	1	3-4	iPad	2	\$ 509.00	\$ 1,018.00	\$ 66.17	\$ 0.40	\$ 305.40	\$ 650.50
PI-2	2	3-4	iPad case	2	\$ 15.99	\$ 31.98	\$ 2.08			\$ 34.06
Subtotal										\$ 684.56

FIELD EQUIPMENT, TOOLS, SUPPLIES (LUMP SUM)										
AS-1	3	3-37	Field Books	2	\$ 19.50	\$ 39.00	\$ 2.54			\$ 41.54
HD-1	4	3-46	Flashlights	2	\$ 29.88	\$ 59.76	\$ 3.88			\$ 63.64
ST-1	5	3-77	Hard Hats	2	\$ 26.19	\$ 52.38	\$ 3.40			\$ 55.78
ST-1	6	3-77	Vests	2	\$ 25.59	\$ 51.18	\$ 3.33			\$ 54.51
ST-1	7	3-77	Hearing Protection - Box	1	\$ 18.29	\$ 18.29	\$ 1.19			\$ 19.48
ST-1	8	3-77	Safety Glasses	2	\$ 2.89	\$ 5.78	\$ 0.38			\$ 6.16
HD-1	9	3-46	Work Gloves	2	\$ 9.99	\$ 19.98	\$ 1.30			\$ 21.28
HD-1	10	3-46	Smart Level	1	\$ 129.70	\$ 129.70	\$ 8.43			\$ 138.13
HD-1	11	3-46	Measuring Tape - 30 FT	2	\$ 25.47	\$ 50.94	\$ 3.31			\$ 54.25
HD-1	12	3-45	Measuring Wheel	1	\$ 72.07	\$ 72.07	\$ 4.68			\$ 76.75
HD-1	13	3-45	Shovel	2	\$ 14.97	\$ 29.94	\$ 1.95			\$ 31.89
AS-1	14	3-37	Asphalt Thermometer (box of 12 / 6 = 2)	1	\$ 76.06	\$ 76.06	\$ 4.94			\$ 81.00
HD-2	15	3-48	Digital Thermometer	2	\$ 39.97	\$ 79.94	\$ 5.20			\$ 85.14
Subtotal										\$ 729.55

PI Limiting Amount Expenses \$ 1,414.11

Lease, License, & Insurance

Vehicle	Monthly		
	Lease	License	Insurance
Nissan Frontier	\$ 353.00	\$6.44	\$ 175.75

Operation and Maintenance (note, above lease amounts include maintenance)

Item	Cost/Mile	Assumption
Fuel (Nissan Frontier)	\$ 0.1058	19 mpg with price of \$2.01 per gallon
Service	\$ 0.0104	Service at 4,000 mile interval at cost of \$41.50
Tuneup	\$ 0.0104	at 60,000 intervals at a cost of \$625
Tires	\$ 0.0203	Replacement at 30,000 miles at a cost of \$609
Brakes	\$ 0.0050	Replace pads at 40,000 at a cost of \$199
Other	\$ 0.0100	Allow \$100 per 10,000 miles
Total	\$ 0.162	

MPG from US Dept of Energy, Fuel price from AAA

Nissan Frontier

		Monthly Mileage	Months	O&M	Lease	Lic & Ins	Cost
Inspector	Kenneth Cordle	1000	14	\$ 2,266.60	\$ 4,942.00	\$2,550.66	\$ 9,759.26
Inspector	Billy Wallace Jr.	1000	4	\$ 647.60	\$ 1,412.00	\$728.76	\$ 2,788.36
Totals			18	\$ 2,914.20	\$ 6,354.00	\$3,279.42	\$ 12,547.62

VEHICLES, OPERATING COSTS, TOLLS, MOBILE COMMUNICATIONS (LIMITING AMOUNT)									
REFERENCE DOCUMENT	ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE VALUE	TOTAL COST
			Vehicles (Lease, O&M, L&I)(See Above)	1	\$ 12,547.62	\$ 12,547.62			\$ 12,547.62
ST-1	16	3-77	Fire Extinguisher	2	\$ 61.99	\$ 123.98	\$ 8.06		\$ 132.04
ST-2	17	3-83	First Aid Kit	2	\$ 17.29	\$ 34.58	\$ 2.25		\$ 36.83
PF-1	18	3-50	Vehicle Signs	2	\$ 3.60	\$ 68.15	\$ 4.43		\$ 72.58
TC-1	19	3-85	Tolls	18	\$ 157.92	\$ 2,842.56	\$ 184.77		\$ 3,027.33
PI-1	20	3-2	Cell Phone Service and Hotspot	18	\$ 75.00	\$ 1,350.00	\$ 87.75		\$ 1,437.75
PI Total Vehicle and Mobile Communication Costs									\$ 17,254.15

Billing Rate Formula = (total vehicle and mobile communication costs)/(total months * 165)

PI Vehicle and Mobile Communication Billing Rate per Hour \$ 5.81

Page One Consulting Services

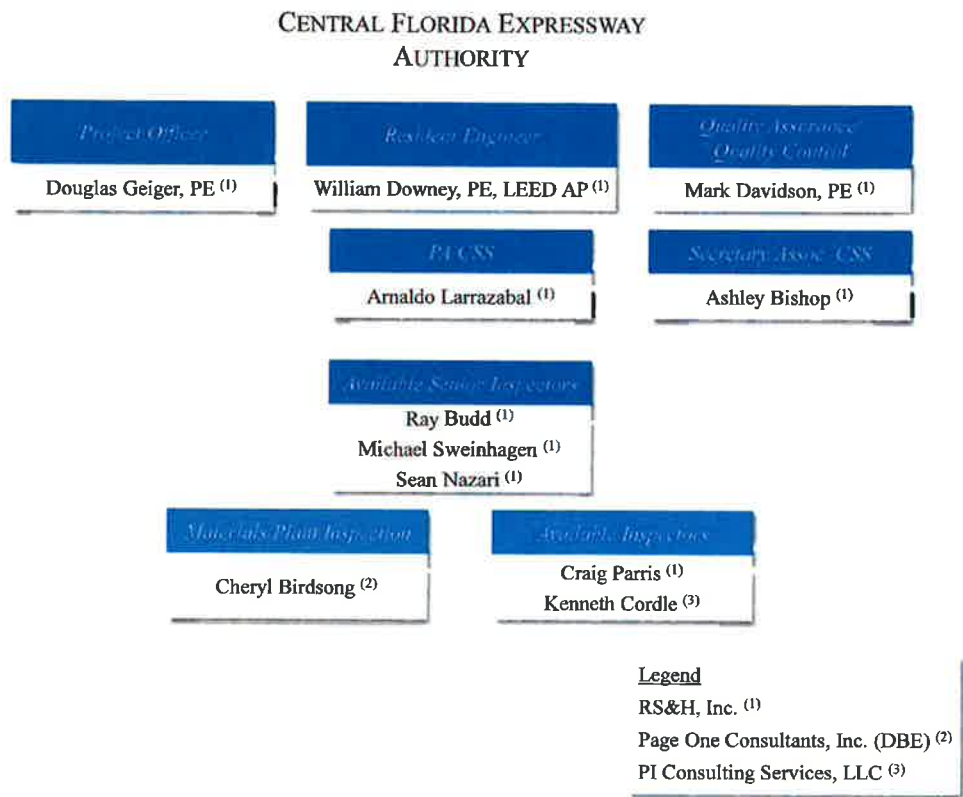
REFERENCE DOCUMENT	ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE VALUE	%	TOTAL COST
LAB TESTING SERVICES (ALLOWANCE)										
P1-1	1	3-8	FM1-T257 Organic Content (sod/perf turf)	12	\$ 40.00	\$ 480.00				\$ 480.00
P1-1	2	3-8	pH Testing (sod/performance turf)	12	\$ 35.00	\$ 420.00				\$ 420.00
P1-1	3	3-8	Modified Proctors	2	\$ 100.00	\$ 200.00				\$ 200.00
P1-1	4	3-8	FM 5-515 Limerock Bearing Ratio	2	\$ 300.00	\$ 600.00				\$ 600.00

PAGE ONE ALLOWANCE EXPENSES \$ 1,700.00

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

ORGANIZATION CHART



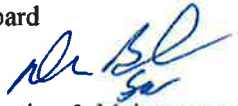
CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board

FROM: Ben Dreiling, P.E. 
Director of Construction & Maintenance

DATE: November 17, 2015

RE: Consent Agenda
Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information for the proposed Construction Contract Modifications are attached.

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) December 2015	Total Amount (\$) to Date*	Time Increase or Decrease
429-203	Superior Const. Co. SE, LLC	SR 429, North of Ponkan Rd. to North of Kelly Park Rd	46,617,017.39	0.00	(\$23,720.25)	46,593,297.14	0
TOTAL					(\$23,720.25)		

* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley
Joe Berenis

The following is a proposed Construction Contract Modification along with the detailed information:

Contract 429-203: SR 429, North of Ponkan Rd. to North of Kelly Park Rd.

Superior Construction Co. Southeast, LLC

SA 429-203-1215-001

Limited Access Right of Way Fencing

The Central Florida Expressway Authority wishes to change a portion of the Right of Way fencing from black vinyl to galvanized to better match the Wekiva Corridor aesthetic guidelines.

ADD THE FOLLOWING ITEM:

Fencing, Type B (6' High) (Galvanized)	\$ 176,835.75
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REMOVE THE FOLLOWING ITEM:

Fencing, Type B (6' High) (Black Vinyl)	\$ (200,556.00)
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<u>TOTAL AMOUNT FOR PROJECT 429-203</u>	<u>\$ (23,720.25)</u>
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CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: November 17, 2015

RE: Approval of Final Ranking and Award of Contract for
Miscellaneous Construction Engineering and Inspection (CEI) Services for
Intelligent Transportation Systems Projects
Contract No. 001158

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest on October 11, 2015, for miscellaneous CEI services for intelligent transportation systems projects awarded by CFX.

Responses were received from three firms by the October 26, 2015, deadline: Rummel, Klepper & Kahl, LLP (RK&K); Metric Engineering, Inc.; Jacobs Engineering Group, Inc. After reviewing and scoring the letters of interest, the Committee met on November 10, 2015, and prepared its final ranking of the firms. The result of that process was as follows:

<u>Ranking</u>	<u>Consultant Firm</u>
1	Metric Engineering, Inc.
2	RK&K
3	Jacobs Engineering Group, Inc.

Board approval of the final ranking and award of the contract to the firm ranked first, Metric Engineering, Inc., in the not-to-exceed amount of \$2,600,000.00 is requested. Since the services required are based on anticipated future projects and are not project specific at this point, it is necessary to establish a not-to-exceed amount. We have negotiated manhour rates using current rates paid by FDOT for similar job classifications as a guide. The contract will be for an initial three-year term with two 1-year renewal options.

This consultant will provide CEI services for the Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation contract previously awarded by the Board and scheduled to start in January.

LOI-001158 Committee Meeting November 10 2015 Minutes

Evaluation Committee for Miscellaneous Construction Engineering and Inspection Services for ITS Projects; LOI-001158, held a duly noticed meeting on Tuesday, November 10, 2015, commencing at 9:02 a.m. in the Sandpiper Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Evaluation Committee Members Present:

Corey Quinn, Chief of Technology / Operations, CFX
Julie Naditz, Orange County Representative (Standing Member per Procurement Procedures Manual)
Iranetta Dennis, Director of Supplier Diversity, CFX (Standing Member per Procurement Procedures Manual)

Other Attendees:

Robert Johnson, Manager of Procurement, CFX
David Boston, Stantec

Evaluation Committee Members Absent:

Don Budnovich, Resident Engineer, CFX

Discussion and Motions:

Robert explained that today's meeting was to evaluate and rank the firms and commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed.

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 final summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

<u>Firms</u>	<u>Score</u>	<u>Ranking</u>
Metric Engineering Inc.	04	1
RK&K, LLP	08	2
Jacobs Engineering Group, Inc.	12	3

Committee recommends CFX Board approve ranking and authorize staff to enter into negotiations with the top ranked firm, Metric Engineering Inc.

There being no further business to come before the Committee, the meeting was adjourned at 9:12 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Tuesday, November 10, 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, Chief of Technology / Operations, CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
METRIC ENGINEERING, INC.**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001158

**CONTRACT DATE: DECEMBER 10, 2015
CONTRACT AMOUNT: \$2,600,000.00**

**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

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001158

DECEMBER 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
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
Exhibit "A",	Scope of Services
Exhibit "B",	Method of Compensation
Exhibit "C",	Details of Cost and Fees
Exhibit "D",	Project Organization Chart
Vehicle Registration	Form

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001158**

THIS AGREEMENT, made and entered into this 10th day of December, 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 "CFX" and METRIC ENGINEERING, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 615 Crescent Executive Court, Suite 524, Lake Mary, Florida 32746.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish Miscellaneous Construction Engineering and Inspection (CEI) services required by CFX. CFX has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but are not limited to, Project Administrator, Contract Support Specialist, Senior ITS Inspector, ITS Inspector, Inspector's Aide.

2.0 The CONSULTANT and CFX 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 CFX Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction 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.

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 (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two one-year renewals periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The

CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

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 CFX 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. CFX 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 CFX 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 CFX.

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 CFX, 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 CFX. It is understood and agreed that CFX 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.

PI Consulting Services, LLC
Tierra, Inc.
Target Engineering Group, Inc.

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 CFX 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 CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the CFX 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 her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for a variety of projects including, but not necessarily limited to, intelligent transportation systems, roadway and bridge construction, roadway lighting construction, and toll facility renovations/modifications/construction.

7.0 COMPENSATION

CFX 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 \$2,600,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX 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 CFX 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 CFX 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 "C", 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 CFX 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 CFX, whichever is later.

10.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX 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 CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX 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 CFX 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 CFX.

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

CFX 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 CFX, 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 CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX 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. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX 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 CFX 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 CFX Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX 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 CFX and request clarification of CFX'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 and hold harmless CFX 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 CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX 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, CFX will immediately forward the claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend CFX in such claim as described in this section. CFX'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 CFX to the CONSULTANT of the claim. CFX 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 CFX 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 CFX against any claim, suit or proceeding brought against CFX 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 CFX.

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, CFX 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 CFX, 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 CFX. 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 CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX 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 CFX 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 CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX 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 CFX 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 CFX, CFX 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 CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, 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 CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX 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 CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX 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 CFX 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 CFX.

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 CFX 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 CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. CFX 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 CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX 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 CFX 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 CFX 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 CFX 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 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.

22.00 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 CFX have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This Contract was awarded by the CFX Board of Directors at its meeting on December 10, 2015.

METRIC ENGINEERING, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name

Title: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Project Administrator, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

The Consultant shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

CFX will request Consultant services on an as-needed, per project basis as described below. There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the Consultant, as indicated below, will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

The Consultant is one of several consultants who are under contract to CFX to provide support personnel for various construction projects. At least 30 days before the notice to proceed is issued to the construction contractor for a project, CFX will identify the CEI support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, CFX will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that CFX has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

The Consultant shall be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. (References to CFX's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by CFX's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing by CFX and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with CFX to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the construction contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by CFX of an assigned project.

IV. SERVICES

The Consultant will perform the following tasks in the conduct of the Agreement for each assigned project. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the Consultant to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The Consultant is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The Consultant shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the construction contractor and the corrective action taken. The work provided by the Contractor shall in no way relieve the construction contractor of responsibility for the satisfactory performance of the construction contract.

B. Inspection Services

The Consultant shall provide services to monitor the construction contractor's on-site construction operations as required to determine that the quality of workmanship and materials is such that the assigned project will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The Consultant shall keep detailed, accurate records of the construction contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of CFX for inspection of construction projects are set forth in CFX's Construction Project Administration Manual (ACPAM) (www.expresswaydocs.com). The Consultant shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The Consultant shall perform field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

D. Management Engineering Services

The Consultant shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the assigned project is achieved; to maintain complete, accurate records of all activities and events relating to the assigned project; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of the construction contractor's activities. The Consultant shall also perform any other management engineering services that are required to fulfill its responsibilities under the Contract. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services may include, but are not necessarily limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference and distribute copies of the minutes to the appropriate parties.

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.

The Consultant shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the assigned project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The Consultant shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the construction contractor's survey layout work on an occasional and random basis.

9. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the construction contractor and prepare and submit a recommendation to CFX.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract for an assigned project.
12. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal request in accordance with applicable procedures.
13. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it intends to claim additional compensation, the Consultant shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to CFX all close out documentation for each assigned project, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the construction contract documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.
18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.
19. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.
20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.
21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.
22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.
24. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual (www.expresswaydocs.com).

V. PERSONNEL

A. General Requirements

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by CFX, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by CFX to be committed to performing services under the Contract. Any changes will require written approval of CFX.

When the construction contractor's operations on a project diminish, CFX will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by CFX shall be accomplished within one (1) week after notification.

In the event of a construction contract suspension on an assigned project requires the removal of Consultant forces from the project, the Consultant will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation

Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for Consultant personnel.

1. Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualification:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Project Administrator

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT

CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

3. Technical Project Administrator (Network and Integration)

*** This position will only be utilized when a specific need for integration of devices into the CFX Network is required. ***

A 4 year degree (Civil Engineering, Electrical Engineering, Computer Engineering or Information Systems) plus four (4) years of engineering experience related to integration of network devices onto server systems similar to that owned by CFX.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project as required. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

IMSA Level II or III

Meet requirements of CFX Specification 600; Intelligent Transportation System Certification

Meet requirements of Project Administrator above if the assigned task encompasses those items.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

4. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

Qualifications:

CTQP Final Estimates Levels I & II

5. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Grouting Technician Level I (If applicable)
CTQP Post-Tensioning Technician Level I (If applicable)
FDOT Intermediate MOT
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety
SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

6. Resident Compliance Specialist

Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

7. Inspector/Engineer Intern

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

8. Asphalt Plant Inspector

High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I

CTQP Asphalt Plant Level II

CTQP Final Estimates Level I

Certifications:

None

9. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

10. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

11. Instrument Man

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

12. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

13. Secretary/Clerk Typist

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

14. Environmental Specialist

A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical or natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

15. Geotechnical Engineer

Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) CFX or FDOT bridge projects, including FDOT Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of Transportations. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

16. Geotechnical Technician

Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) CFX or FDOT bridge projects.

Qualifications:

CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection

17. Public Information Officer

High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

18. Utility Coordinator

High school graduate or equivalent and be knowledgeable of CFX's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with CFX or FDOT Standards, policies, procedures, and agreements.

19. Lead Senior ITS Inspector

High school graduate or equivalent with the demonstrated knowledge, skill and ability to take a lead role on CFX ITS projects (as determined by CFX) plus twelve (12) years of experience in construction inspection, ten (10) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

20. Senior ITS Inspector

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

21. ITS Inspector

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

None

or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Scope of Services. The semi-annual reviews shall be submitted to CFX in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.

B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract. Unless specifically waived, no payment will be made for any services until CFX approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. **Organization:** A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. CFX, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
2. **Quality Reviews:** The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.
3. **Quality Records:** The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.
4. **Control of Subconsultants and Vendors:** The Consultant shall detail the methods used to control subconsultants and vendor quality.
5. **Quality Assurance Certification:** An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.
6. **Quality Records:** The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the 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 available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.
- G. CFX Policy and Procedures Manual.
- H. CFX standardized forms to be used with documentation and reporting procedures.
- I. CFX General Specifications and Technical Specifications.

Unless otherwise stated by CFX at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The Consultant shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, current edition.
- B. FDOT Design Standards, current edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.

- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- \
- K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.
- M. Project telephones and services, including long distance charges.
- N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- O. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.
- P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.
- Q. Hard hats shall have the name of the consulting firm visibly displayed.
- R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

- S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.
- T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.
- U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

The Consultant shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on each assigned project. All activities and decisions of the Consultant relating to the projects shall be subject to review and approval by CFX. The Consultant shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

Upon confirmation of award of an assigned project and scheduled start of construction, the Consultant shall be ready to assign personnel within two weeks after CFX's notification to the Consultant to begin the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, CFX will conduct reviews of the various phases and stages of the Consultant's operations.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and provisions of the assigned project. The Consultant shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the Consultant in conformance with CFX's recommendations. CFX's remedial recommendations and the Consultant's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be paid for remedial action taken to correct deficiencies by the

Consultant. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The Consultant shall comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the Consultant.
- D. Increase the scope and frequency of training conducted by the Consultant.

XI. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

Subconsultant services will be paid in accordance with Exhibit B.

XII. OTHER SERVICES

The Consultant shall, upon written authorization by CFX, perform any additional services not otherwise identified in this Scope of Services as may be required in connection with an assigned project. The following items are not included as part of the Contract, but may be required to supplement the Consultant's services under the Contract.

- A. The Consultant shall, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.
- B. The Consultant shall, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).
- C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation and/or time, and the Consultant has completed the terms of the Contract, the Consultant shall, at

the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Contract.

XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by CFX no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify CFX's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify CFX's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted in hard copy formats with timesheets and other backup as appropriate. A Final Invoice will be submitted to CFX no later than the 30th day following Final Acceptance of the individual project or as requested by CFX.

XV. CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

XVI. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by CFX will be paid for in accordance with Exhibit B.

END OF SCOPE

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001158

METHOD OF COMPENSATION

I. PURPOSE:

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

II. ASSIGNMENT OF WORK:

For satisfactory completion of the services authorized under the Agreement, CFX will pay the Consultant a Total Maximum Limiting Amount not to exceed \$2,600,000.00 for the initial three (3) year term of the Agreement.

This is a task assignment type of agreement. CFX will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each assignment based on the hourly rates negotiated with the Consultant and included as part of this Method of Compensation. Services to be provided on each task assignment will be initiated and completed as directed by CFX's Director of Construction or his designee.

Once the personnel to be assigned by the Consultant and the fee have been agreed upon, a "Letter of Authorization" shall be issued by the Director of Construction specifying the work to be done and the agreed maximum limiting compensation.

No work shall commence by the Consultant on a project until the Consultant has received a letter of authorization from CFX and has accepted the authorization in writing.

III. NEGOTIATIONS:

- A. CFX and the Consultant shall negotiate and establish a maximum limiting amount for each task assignment. The schedule of rates listed in Exhibit "C", shall be used for establishing compensation. In the event a personnel classification is required by the Consultant for performance of the services and such classification is not set forth in Exhibit "C", such personnel classification may be added to Exhibit "C" by written amendment if mutually agreed to by both parties.

- B. The basis for establishing the maximum limiting amount for each assignment shall consist of the estimated manhour effort required for performance of the services at approved hourly wage rates, not to exceed those hourly wage rates established in Exhibit "C". In the event a position is vacant, the maximum hourly rate for the classification as shown in Exhibit "C" shall be used for the purpose of establishing the maximum limiting amount.
- C. It shall be the responsibility of the Consultant to ensure at all times that sufficient funding remains within the maximum limiting amounts established for each assigned task to complete authorized services. Changes in the Maximum Limiting Amount will require execution of and amendment of a Letter of Authorization. The Consultant shall not be obligated to perform services or incur costs which would result in exceeding the Maximum Limiting Amount for each assigned task, nor shall CFX be obligated to reimburse the Consultant for costs or make fee payments which result in exceeding the Maximum Limiting Amount, except to the extent said amount is, by mutual agreement, increased by an amendment.

IV. COMPENSATION:

All costs are subject to approval by CFX who will reimburse the Consultant for all reasonable, allocable and allowable costs. The reasonableness, allowability and allocability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) the Agreement; (2) Federal Acquisitions Regulation 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 applicable federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations, OMB circulars and Federal Procurement Regulations are hereby incorporated in and made a part of this Agreement.

The Consultant will be compensated for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and fringe benefits of Corporate Officers and Principles when expended in the performance of indirect functions. 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 actual hourly rate paid for an employee's services on a project. Straight time costs shall be the actual hourly rate paid to an employee based on a forty (40) hour workweek. Unless otherwise agreed to by CFX, CFX will not compensate straight overtime or premium overtime for the positions of Senior Project Manager, Project Administrator, Assistant Project Administrator and Contract Support Specialist. Otherwise, overtime costs shall be the salary costs paid to an employee for work exceeding a forty (40) hour work week.

Compensation for straight time salary costs and overtime shall be made to the Consultant on the basis of negotiated hourly rates. Straight time salary costs shall not exceed the rates established in Exhibit "C", attached hereto and made a part hereof.

The Consultant shall not invoice for vacation, holiday and sick time used by its personnel on the project.

All material sampling and testing of materials and components incorporated into the work shall be reimbursed to the Consultant as set forth in the maximum allowance in Exhibit "C". Invoices, receipts, etc., shall support the actual cost for all material sampling and testing.

The Consultant shall be reimbursed for subconsultant costs incurred at the hourly rates shown in Exhibit "C".

The Contract does not contain any rate escalation provision. Unless otherwise agreed to by CFX, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, CFX will review pertinent published relevant cost/price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiation of that rate may occur if both parties agree to do so. Any adjustment of Billable Rates will become effective only after execution of a contract amendment by CFX.

V. PROVISIONS FOR PAYMENT:

For each project authorized by a work authorization, the Consultant shall prepare and submit two (2) copies of a progress payment invoice no later than the fifth day of each month to assure CFX approval at the regularly scheduled Board meeting. Progress payment invoices shall be supported by such detail cost information as may be required by CFX to substantiate the charges being invoiced, and in a format acceptable to CFX.

Bills for compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The Consultant shall promptly pay all subconsultant(s) their proportionate share of payments received from CFX.

VI. RETAINAGE:

No retainage will be withheld from payments to the Consultant.

VII. PROJECT CLOSEOUT:

A. Final Audit:

CFX may perform or have performed, a final audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit would be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Agreement are subsequently properly disallowed by CFX because of accounting error or changes not in conformity with the Agreement, the Consultant agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due to Consultant under any contracts between CFX and the Consultant, an amount sufficient to satisfy any amount due and owing CFX by the Consultant under the Agreement. Payment to the Consultant shall be adjusted for audit results.

B. 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 CFX for the overpayment, provided the net difference is not zero.

END OF METHOD OF COMPENSATION

EXHIBIT C

DETAILS OF COSTS AND FEES

EXHIBIT "C"
ITS CONSTRUCTION INSPECTION AND ENGINEERING SERVICES
DETAILS OF COSTS AND FEES
CONTRACT NO. 001158

Position	Negotiated Rate
CEI Sr. Project Engineer	\$165.00
CEI Technical Project Administrator (Network & Integration)	\$125.00
CEI Project Administrator	\$116.00
CEI Assistant Project Administrator	\$88.50
CEI Contract Support Specialist	\$81.00
CEI Sr. Inspector	\$75.00
CEI Sr. Inspector (Overtime)	\$88.60
CEI Inspector	\$62.50
CEI Inspector (Overtime)	\$73.56
CEI Inspector's Aide	\$43.75
CEI Inspector's Aide (Overtime)	\$51.00
CEI Secretary/Clerk	\$45.00
CEI Resident Compliance Specialist	\$55.00
CEI Sr. Inspector Toll/Building	\$85.00
CEI Sr. Inspector Toll/Building (Overtime)	\$100.63
Lead CEI Senior ITS Inspector	\$100.00
Lead CEI Senior ITS Inspector (Overtime)	\$115.00
CEI Senior ITS Inspector	\$85.00
CEI Senior ITS Inspector (Overtime)	\$100.63
CEI ITS Inspector	\$62.50
CEI Inspector ITS (Overtime)	\$73.56
2 Person Survey Crew (PC, IM)	\$137.00
3 Person Survey Crew (PC, IM, RM)	\$182.00
4 Person Survey Crew (PC, IM, 2 RM)	\$228.00
Survey Manager (PLS)	\$113.00

Accurate and Timely invoicing is essential to this Contract. CFX will reimburse the prime consultant up to 6 hours per monthly invoice at the Contract Support Specialist (CSS) rate for time actually spent. All time billed shall be supported by time sheets.

ITS Systemwide CEI Contract Work Plan

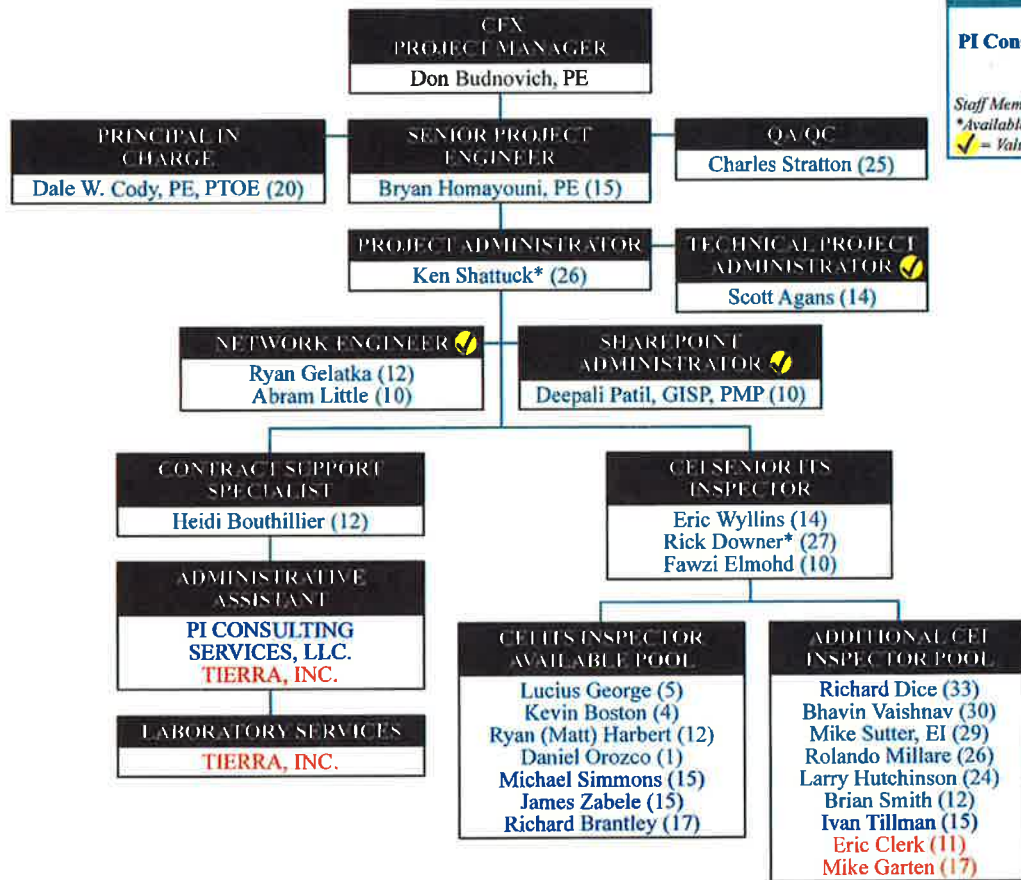
	Project Description	Pg.	Construction Cost	CCEI Budget	Contingency	Total
1	ITS Network Upgrade Phase II	65	\$ 1,569,000.00	\$ 224,000.00		
2	Wekiva Pkwy CCTV Sections 1A & 1B	66	\$ 1,249,000.00	\$ 179,000.00		
3	Wekiva Pkwy CCTV Sections 2A, 2B & 2C	67	\$ 1,780,000.00	\$ 251,000.00		
4	Supplemental DCS and CCTV Deployment	69	\$ 2,922,000.00	\$ 406,000.00		
5	Wrong Way Driving Countermeasures	70	\$ 1,811,000.00	\$ 281,000.00		
6	HQ Security Cameras	72	\$ 420,000.00	\$ 50,000.00		
7	Single Line DMS Upgrade	104	\$ 4,135,000.00	\$ 422,000.00		
8	System Wide Tone Wire Upgrade	106	\$ 3,441,000.00	\$ 484,000.00		
			\$ 17,327,000.00	\$ 2,297,000.00		
				\$ 2,297,000.00	\$ 303,000.00	\$ 2,600,000.00

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

CEI SERVICES FOR ITS PROJECTS

Central Florida Expressway Authority (CFX) | Contract No. 001158



LEGEND

Metric Engineering, Inc.
PI Consulting Services, LLC. (DBE/MBE/SBE)
Tierra, Inc. (DBE)
Target Engineering Group, Inc.

Staff Member Name (Years of Experience)
**Available After 12/2016*
 ✓ = Value Add

Metric Engineering, Inc.

ORGANIZATION CHART

CONSENT AGENDA ITEM


#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

DATE: December 1, 2015

TO: CFX Board Members

FROM: Laura Kelley, Executive Director 

COPIES: Joe Berenis, Lisa Lumbard, Michelle Maikisch

SUBJECT: Director of Maintenance

In August of 2012, OOCEA eliminated the position of Director of Maintenance. At that time, the Director of Construction took on the duties previously performed by the Director of Maintenance in addition to his construction responsibilities and his title was changed to Director of Construction and Maintenance. The workload for this position has increased steadily over the past three years and will continue to increase as miles and capacity are added to the CFX system. The workload warrants an additional managerial position. Board approval is requested to add \$169,000 to the maintenance budget to allow the Chief of Infrastructure to recruit and hire for the position of Director of Maintenance.


CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: November 17, 2015

RE: Supplemental Agreement No. 6 for Atkins North America, Inc.,
Post Design Services for S. R. 429 (Wekiva Parkway) Systems Interchange
Project No. 429-204, Contract No. 000858

Board approval is requested for Supplemental Agreement No. 6 with Atkins North America, Inc., in the amount of \$1,115,000.00 for post design services for the referenced project. Services will include shop drawing reviews, attendance at construction meetings, site visits, and responding to the contractor's requests for information.

This Supplemental Agreement will be a continuation of an agreement previously approved by CFX for this project.

Original Contract Amount	\$ 5,150,000.00
Amount of Supplemental Agreement No. 1	\$ 145,000.00
Amount of Supplemental Agreement No. 2	\$ 790,000.00
Amount of Supplemental Agreement No. 3	\$ 0.00
Amount of Supplemental Agreement No. 4	\$ 0.00
Amount of Supplemental Agreement No. 5	\$ 0.00
Amount of This Supplemental Agreement	<u>\$ 1,115,000.00</u>
Total Revised Contract Amount	\$ 7,200,000.00

SUPPLEMENTAL AGREEMENT NO. 6
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 429-204)

S.R. 429 (Wekiva Parkway) Systems Interchange

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of HNTB CORPORATION, hereinafter called the "CONSULTANT."

WHEREAS, Section 4.27 of Exhibit "A" of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 27th day of June 2012 provides that after completion of the services outlined in Exhibit "A" for Project Number 429-204 of the said Agreement for Professional Services, the AUTHORITY may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that the AUTHORITY shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the Wekiva Parkway Corridor Consultant's correspondence to the AUTHORITY dated November 17, 2015 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to the AUTHORITY with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to the AUTHORITY at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the Wekiva Parkway Corridor Consultant's correspondence to the AUTHORITY dated November 17, 2015. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$1,115,000.00. This maximum fee includes an Allowance of \$2,705.18 to be approved for use by the CONSULTANT at the sole discretion of the AUTHORITY.

3. Section 4.27 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with

the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness: _____
Assistant Secretary

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

Witness: _____
Print Name:
Title:

By: _____
Print Name:
Title:

F. Shop Drawing Reviews

The Consultant shall review and approve shop drawings from the Contractor for roadway, utilities, structural, lighting, FON, signing and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. Post-Design Contact

The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction for review of design plans.

H. Timeliness

The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

I. Meetings

The Consultant shall attend partnering meetings as requested by the Authority. The Consultant will also attend progress / coordination meetings as requested by the Authority including, but not limited to, the Notice to Proceed meeting.

J. Bridge Load Ratings

Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. Geotechnical Engineering

The Consultant shall provide geotechnical engineering services as needed by the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.

L. Utilities

The Consultant shall provide utility consulting services as needed by the Authority, relative to proposed utility adjustments within the project limits.

M. Record Drawings

Based on information provided by the Contractor, the Contractor's surveyor and the Authority's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor.

Exhibit "A"

Project 429-204

S.R. 429 (Wekiva Parkway) Systems Interchange Post-Design Scope of Services (Section 4.27)

4.27 Post Design Services

A. Compensation

The Consultant's compensation for post-design services may be added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions or clarifications.

B. General Support

The Consultant shall support the post-design process as follows:

- a) Answer questions relative to the plans, typical sections, quantities and special provisions.
- b) Make any necessary corrections to the plans, typical sections, quantities, notes, etc. as may be required.
- c) Attend pre-award meeting with Contractor, the Authority, and the Authority's CEI.

C. Pre-bid Conference

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned Authority Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. Addenda

The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

E. Field Visits

The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant will periodically visit the project site to observe the progress of construction. This visit will not make the place of formal construction inspection by the Authority's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to the Authority and their Construction Manager within five business days of the trip.



CH2M
225 E. Robinson St
Suite 505
Orlando, FL 32801
www.ch2m.com

Mr. Glenn Pressimone
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

November 17, 2015

Subject: Wekiva Parkway
Contract No. 000858
Project No. 429-204
Post-Design Services Supplemental Agreement

Dear Mr. Pressimone:

As the project transitions from Design to Construction, we have requested and received a Post-Design Services proposal for the above referenced contract. The consultant, Atkins North America (Atkins), has submitted a Post-Design Services amendment package to address the post-design services required since the Bid Package was submitted.

We have reviewed the attached proposal from Atkins, and have determined the proposal is consistent with the original contract terms, category rates and post design services multipliers. Atkins and their subconsultants have elected to request new billing rates consistent with current employee rates and their employee rosters are included with the package. The amendment addresses all anticipated scope of work.

The package submitted and reviewed is requesting a fee of \$1,112,294.82. It is our recommendation an amount of \$1,115,000.00 be submitted for approval to the Board in order to account for a contingency amount.

If you should have any questions or need additional information, please do not hesitate to contact me.

Regards,
CH2M HILL

A handwritten signature in black ink, appearing to read 'Scott L. Bear'.

Scott L. Bear
Project Manager

cc: File (w/attached)

Atkins

Prime Consultant
Wekiva Section 429-204
Post Design Fee Proposal

Date: 11/17/2015

Total Fee: \$1,112,294.82

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wediva Parkway, Section 429-204

PRIME CONSULTANT: Ashra

POST DESIGN ACTIVITY DESCRIPTION	Project Manager		Chief Engineer		Senior Engineer III & IV		Senior Engineer I & II		Engineer		Senior Landscape Architect		Senior Technical Coordinator		Senior Designer		Sr Admin Assistant		TOTAL			
	Rate/Hr.	01.03	Rate/Hr.	01.04	Rate/Hr.	04.38	Rate/Hr.	39.14	Rate/Hr.	28.01	Rate/Hr.	06.85	Rate/Hr.	Rate/Hr.	41.80	Rate/Hr.	37.28	Rate/Hr.	23.74			
	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	NH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE	
C. Pre-Bid Conference	4	\$124.11	5	\$308.20	5	\$271.90		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	14	\$701.22	\$54.37	
D. Addenda	12	\$272.35	9	\$488.32	30	\$1,631.40		\$0.00	8	\$224.08		\$0.00		\$0.00		\$0.00	5	\$118.70	63	\$3,434.86	\$54.52	
E. Field Visits	30	\$2,430.90	26	\$2,197.44	16	\$1,527.88		\$0.00	2	\$56.02	4	\$227.40		\$0.00		\$0.00	4	\$94.96	112	\$6,964.40	\$62.18	
F. Shop Drawing Reviews		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	\$0.00	
G. Roadway	4	\$124.12	15	\$375.64	30	\$1,631.40	40	\$1,565.60	24	\$672.24		\$0.00	8	\$334.40	20	\$745.60	8	\$189.92	150	\$5,498.30	\$43.33	
H. Grains/Pavement	4	\$124.12	15	\$375.64	58	\$3,154.04	110	\$4,305.40	24	\$672.24		\$0.00		\$0.00	17	\$631.76	7	\$166.18	242	\$35,483.18	\$45.32	
I. Fiber Optic Network		\$0.00	6	\$366.24	27	\$1,468.36	54	\$2,113.56	24	\$672.24		\$0.00		\$0.00		\$0.00	6	\$141.44	117	\$4,762.74	\$40.71	
J. Signing and Marking	2	\$162.06		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	10	\$372.80		\$0.00	17	\$534.86	\$44.57	
K. Structures	40	\$3,241.20	100	\$8,104.00	1250	\$73,413.00	1466	\$57,778.24	939	\$15,495.90		\$0.00		\$0.00	118	\$4,324.48	22	\$722.28	3444	\$166,309.76	\$44.01	
L. Lighting		\$0.00	3	\$369.20	11	\$398.18	7	\$271.58		\$0.00		\$0.00		\$0.00	30	\$1118.40	2	\$47.48	45	\$1,879.44	\$15.75	
M. Utilities		\$0.00		\$0.00		\$0.00	4	\$156.56		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$156.56	\$39.14	
N. Aesthetic Elements	10.00			\$0.00		\$0.00		\$0.00	24	\$672.24	25	\$1,421.25		\$0.00		\$0.00	2	\$47.48	51	\$2,140.97	\$41.98	
O. Geotechnical Elements		\$0.00		\$0.00	3	\$163.14	3	\$117.42		\$0.00		\$0.00		\$0.00		\$0.00	2	\$47.48	8	\$318.04	\$41.01	
P. Requests for Information	12	\$272.38	40	\$2,441.60	150	\$12,112.20	202	\$7,906.78	100	\$2,801.00	5	\$206.15	28	\$1,095.80	128	\$4,822.72	31	\$807.66	733	\$31,214.32	\$42.64	
Q. Meetings	24	\$1,944.72	44	\$2,465.16	20	\$1,087.60		\$0.00	7	\$196.07		\$0.00		\$0.00		\$0.00		\$0.00	35	\$1,914.10	\$55.25	
R. Plan Revisions	12	\$272.36	12	\$773.48	70	\$3,856.60	128	\$5,009.92	200	\$7,842.00		\$0.00	16	\$668.80	120	\$4,473.60	27	\$1022.18	660	\$24,028.84	\$36.41	
S. Bridge Load Ratings	6	\$486.18	30	\$1,831.20	70	\$1,631.40	450	\$17,613.00	210	\$5,883.10		\$0.00		\$0.00		\$0.00		\$0.00	738	\$27,443.86	\$37.80	
T. Geotechnical Services		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	\$0.00	
U. Utilities		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	\$0.00	
V. Record Drawings	8	\$648.24	6	\$486.12	8	\$435.04	8	\$311.12	180	\$5,041.80		\$0.00		\$0.00	180	\$6,710.40		\$0.00	392	\$13,636.32	\$34.79	
W. Project Management	120	\$9,722.60	24	\$1,464.96	28	\$1,522.64		\$0.00		\$0.00		\$0.00	53	\$2,215.40		\$0.00	63	\$1,258.32	128	\$16,584.82	\$58.22	
TOTALS:	278	\$22,526.34	350	\$11,364.00	1,896	\$103,104.48	2,472	\$96,754.08	1,433	\$40,138.33	24	\$1,932.90	8	\$20.00	109	\$4,556.20	607	\$22,638.96	1467	\$3,964.58	\$216,969.87	
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:										TOTAL CONTRACT FEE COMPUTATIONS:												
										TOTAL ACTIVITY SALARY COSTS:												
										Multiplier - 3.05												
										ATKINS LITTING AMOUNT FEE:												
										Subconsultants												
										Architect												
										GEC												
										Aviation												
										URS/ACOM												
										WBQ (SAPM and Utility coord)												
										TOTAL MAXIMUM LITTING AMOUNT:												

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity C: Pre-Bid Conference

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Attend pre-bid conference	EA	1	10		10		3-4 Atkins attendees (2.5 hrs each)
2. Walk project site with CEI	EA	1	4		4		2 persons (2 hrs each)
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				0	14	0	
11. Quality Control	5%		N/A	N/A	N/A	0	
12. Supervision	5%		N/A	N/A	N/A	0	
Totals:				0	14	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity D: Addenda

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Addenda	EA	2	30		60		Assume 2 addenda, 30 hours per each (plans, quantities, etc..)
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				0	60	0	
11. Quality Control	5%		N/A	N/A	3	0	
12. Supervision	5%		N/A	N/A	N/A	0	
Totals:				0	63	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Visits	EA	24	4		96		3 hours per visit plus documentation and travel - 4 hours per visit
2. Aesthetics coord (site visits)	EA	4	4		16		
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				0	112	0	
11. Quality Control	5%		N/A	N/A	N/A	0	
12. Supervision	5%		N/A	N/A	N/A	0	
Totals:				0	112	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	1	150	N/A	150	0	See activity F breakdown
2. Drainage	LS	1	242	N/A	242	0	See activity F breakdown
3. Fiber Optic Network & Related Items	LS	1	117	N/A	117	0	See activity F breakdown
4. Signing and Marking	LS	1	12	N/A	12	0	Atkins back check WBQ
5. Structures	LS	1	3644	N/A	3,644	0	See activity F breakdown
6. Lighting	LS	1	45	N/A	45	0	See activity F breakdown
7. Utilities	LS	1	4	N/A	4	0	Primarily WBQ efforts, Atkins efforts for coord and processing only
8. Aesthetic Elements	EA	1	51	N/A	51	0	
9. Geotechnical Elements	LS	1	8	N/A	8	0	Geotech proposals, Atkins efforts for coordination and processing only
10.							
Subtotal:				0	4,273	0	
11. Quality Control			N/A	N/A		0	Included in individual line items
12. Supervision			N/A	N/A		0	*
Totals:				0	4,273	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA	72	3	N/A	216	0	3 per month
2. Drainage	EA	48	3	N/A	144	0	2 per month
3. Fiber Optic Network & Related Items	EA	20	3	N/A	60	0	assumed number of RFIs for FON work and testing requirements
4. Signing and Marking	EA			N/A	0	0	WBQ
5. Structures	EA	70	3	N/A	210	0	Assumed 10 per bridge, except Ramp K assumed 20; (5 x 10 = 50 + 20 = 70)
6. Lighting	EA	6	3	N/A	18	0	
7. Utilities	EA			N/A	0	0	WBQ
8. Aesthetic Elements	EA	6	3	N/A	18	0	
9. Geotechnical Elements	EA			N/A	0	0	GEC, Ardaman, Antillian
10.							
Subtotal:				0	666	0	
11. Quality Control	5%		N/A	N/A	33	0	
12. Supervision	5%		N/A	N/A	33	0	
Totals:				0	733	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Construction NTP Meeting	EA	1	6		6		2 attendees - PM & 1 key discipline (3 hrs each)
2. Construction Meetings	EA	15	3		45		once per month, plus 2 extra.
3. Partnering Meetings	EA	8	4		32		assumed quarterly, attended by PM or other delegate
4. Pre-award meeting	EA	1	12		12		up to 4 attendees - PM, rdwy, drng, and structures (3 hrs each)
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				0	95	0	
11. Quality Control	5%		N/A	N/A	N/A	0	
12. Supervision	5%		N/A	N/A	N/A	0	
Totals:				0	95	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity I: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA	8	20	N/A	160		
2. Drainage	EA	6	12	N/A	72		
3. Fiber Optic Network & Related Items	EA	4	16	N/A	64		
4. Signing and Marking	EA			N/A	0		WBQ
5. Structures	EA	20	15	N/A	300		Assume 2 sheet revisions per bridge, except Ramp K at 10. (2 x 5 = 10 + 10 = 20)
6. Lighting	EA			N/A	0		
7. Utilities	EA			N/A	0		N/A
8. Aesthetic Elements	EA	1	4	N/A	4		
9. Geotechnical Elements	EA			N/A	0		Subs only
10.							
Subtotal:				0	600		
11. Quality Control	5%		N/A	N/A	30		
12. Supervision	5%		N/A	N/A	30		
Totals:				0	660		

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity J: Bridge Load Ratings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Bridge 750867	EA	1	24	N/A	24	0	
2. Bridge 750863	EA	1	36	N/A	36	0	
3. Bridge 750864	EA	1	36	N/A	36	0	
4. Bridge 750868	EA	17	27.5	N/A	468	0	
5. Bridge 750869	EA	1	24	N/A	24	0	
6. Bridge 750865	EA	1	24	N/A	24	0	
7. Bridge 750866	EA	1	24	N/A	24	0	
8. Bridge 750870	EA	1	24	N/A	24	0	
9.	EA			N/A	0	0	
10.							
Subtotal:				0	660	0	
11. Quality Control	5%		N/A	N/A	33	0	
12. Supervision	5%		N/A	N/A	33	0	
Totals:				0	726	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.	EA			N/A	0	0	Sub services
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
5.	EA			N/A	0	0	
6.	EA			N/A	0	0	
7.	EA			N/A	0	0	
8.	EA			N/A	0	0	
9.	EA			N/A	0	0	
10.							
Subtotal:				0	0	0	
11. Quality Control	5%		N/A	N/A	0	0	
12. Supervision	5%		N/A	N/A	0	0	
Totals:				0	0	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity L: Utilities

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.	EA			N/A	0	0	WBQ proposal
10.							
Subtotal:				0	0	0	
11. Quality Control	5%		N/A	N/A	0	0	
12. Supervision	5%		N/A	N/A	0	0	
Totals:				0	0	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity M: Record Drawings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	1	100	N/A	100		
2. Drainage	LS	1	60	N/A	60		
3. Fiber Optic Network	LS	1	40	N/A	40		
4. Signing and Marking				N/A	0		WBQ efforts
5. Structures	LS	1	100	N/A	100		
6. Lighting	LS	1	24	N/A	24		
7. Utility Adjustment sheets	LS	1	30	N/A	30		
8. Aesthetic Elements	LS	1	2	N/A	2		
9.							
10.							
Subtotal:				0	356		
11. Quality Control	5%		N/A	N/A	18		
12. Supervision	5%		N/A	N/A	18		
Totals:				0	392		1150 Atkins sheets in the set +/-Dollars/C368

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Monthly progress reports & invoices	Month	24	2		48		
2. Subconsultant coordination	Month	24	2		48		
3. Project documentation	Week	104	1.5		156		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				0	252	0	
11. Quality Control	5%		N/A	N/A	13	0	
12. Supervision	5%		N/A	N/A	13	0	
Totals:				0	278	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Roadway

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Fence & gates	EA	1	6	N/A	6	0	
2. Asphalt Mix Design	EA	1	4	N/A	4	0	
3. Concrete Mix Design	EA	1	3	N/A	3	0	
4. Base Mix Design	EA	1	2	N/A	2	0	
5. Gravity Wall	EA	1	4	N/A	4	0	
6. Guardrail	EA	1	7	N/A	7	0	
7. Attenuator	EA	1	2	N/A	2	0	
8. Concrete traffic barrier	EA	1	4	N/A	4	0	
9. Surcharge	EA	1	8	N/A	8	0	
10. MOT	EA	1	40	N/A	40	0	
11. Misc/unknown	EA	1	60	N/A	60	0	
12.	EA			N/A	0	0	
Subtotal:					140	0	
21. Quality Control	5%		N/A	N/A	7	0	
22. Supervision	2%		N/A	N/A	3	0	
Totals:					150	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Drainage

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Steel encased pipe-	EA	2	4	N/A	8	0	
2. Trench Drain	EA	2	4	N/A	8	0	
3. Chimney Drain	EA	2	4	N/A	8	0	
4. Type 5b underdrain, modified	EA	2	4	N/A	8	0	
5. Wall gutter outlet	EA	2	4	N/A	8	0	
6. Miscellaneous structures	EA	50	3	N/A	150	0	Assume that dwgs submitted for 25% of structures
7. Outfalls	EA	6	2	N/A	12	0	
8. Misc/unknown	EA	1	24	N/A	24	0	
Subtotal:					226	0	
21. Quality Control	5%		N/A	N/A	11	0	
22. Supervision	2%		N/A	N/A	5	0	
Totals:					242	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Fiber Optic Network & Related Items (1 of 2)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Conduit	EA	6	1	N/A	6	0	HDPE fiber Conduit and electrical conduit, fittings, elbows, sweeps and glue
2. RS 485 - Communication Wire	EA	2	2	N/A	4	0	
3. Fiber Optic Cable 12 count	EA	1	1.5	N/A	1.5	0	
4. Fiber Optic Cable 24 count	EA	1	1.5	N/A	1.5	0	
5. Fiber Optic Cable 72 Count	EA	1	1.5	N/A	1.5	0	
6. Fiber Patch panel	EA	1	2	N/A	2	0	
7. UPS system	EA	1	2	N/A	2	0	
8. UPS Batteries	EA	1	2	N/A	2	0	
9. ITS Cabinet	EA	1	3	N/A	3	0	
10. NEMA Enclosure	EA	1	2	N/A	2	0	
11. Ethernet Switch	EA	1	2	N/A	2	0	
12. ITS Commander	EA	1	2	N/A	2	0	
13. APT Surge Protection Devices	EA	1	3	N/A	3	0	
14. Splice Enclosure	EA	1	2	N/A	2	0	
15. Splice Tray	EA	1	1	N/A	1	0	
16. Fiber Pullbox	EA	1	2	N/A	2	0	
17. Electrical Pullbox	EA	1	2	N/A	2	0	
18. FOMH 4x4x4	EA	1	3	N/A	3	0	
19. FOMH 4x6.5x6.5	EA	1	3	N/A	3	0	
20. BPPG Conduit	EA	1	2	N/A	2	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Fiber Optic Network & Related Items (2 of 2)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
21. Bridge Hangers	EA	1	2	N/A	2	0	
22. PVC Conduit	EA	1	2	N/A	2	0	
23. Radar Devices	EA	1	2	N/A	2	0	
24. Device Servers	EA	1	2	N/A	2	0	
25. Wire harnesses for Radar Devices	EA	1	2	N/A	2	0	
26. DCS devices	EA	1	3	N/A	3	0	
27. Antennae for DCS devices	EA	1	3	N/A	3	0	
28. Enclosures for DCS Readers	EA	1	3	N/A	3	0	
29. Reader Units for DCS	EA	1	2	N/A	2	0	
30. Coaxial Cable for DCS units	EA	1	2	N/A	2	0	
31. Electrical Transformers	EA	1	4	N/A	4	0	
32. Electrical Load Centers	EA	1	4	N/A	4	0	
33. Electrical Disconnects	EA	1	4	N/A	4	0	
34. Ground Rods	EA	1	1	N/A	1	0	
35. Lightning Arrestors	EA	1	1	N/A	1	0	
36. Rigid Galvanized Steel Conduits	EA	1	1	N/A	1	0	
37. Misc/unknown	EA	1	24	N/A	24	0	
38.	EA			N/A	0	0	
Subtotal:					110	0	
39. Quality Control	5%		N/A	N/A	5	0	
40. Supervision	2%		N/A	N/A	2	0	
Totals:					117	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Signing

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Backcheck of WBQ for guide signs only	LS	1	12	N/A	12	0	
2.	EA			N/A	0	0	
Subtotal:		1	12		12	0	
21. Quality Control	5%		N/A	N/A	N/A	0	
22. Supervision	5%		N/A	N/A	N/A	0	
Totals:					12	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures B1 Ramp J Over Ondich Road

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	6	2	N/A	12	0	Included separately for each bridge, allowing for changes in suppliers during construction.
2. SIP Forms	EA	1	20	N/A	20	0	
3. Bearings	EA	2	8	N/A	16	0	
4. Girders - Reinforcing Steel and Prestressing	EA	2	24	N/A	48	0	Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-48 girders.
5. Expansion Joints	EA	1	4	N/A	4	0	
6. Pile installation plan	EA	1	16	N/A	16	0	
7. Fiber Optic Conduit Attachment	EA	1	8	N/A	8	0	
8. Underdeck lighting	EA	1	8	N/A	8	0	
9. Out of pile tolerance	EA	2	16	N/A	32	0	Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.
10. Girder bracing	EA	1	8	N/A	8	0	Shop drawings
11.	EA			N/A	0	0	
12.	EA			N/A	0	0	
13.	EA			N/A	0	0	
14.	EA			N/A	0	0	
15.	EA			N/A	0	0	
16.	EA			N/A	0	0	
Subtotal:					172	0	
17. Quality Control	5%		N/A	N/A	9	0	
18. Supervision	2%		N/A	N/A	3	0	
Totals:					184	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures B2 SR 429 Over Ramp M and Ondich Road

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	6	2	N/A	12	0	
2. SIP Forms	EA	4	20	N/A	80	0	Two spans, spacing varies
3. Bearings	EA	8	4	N/A	32	0	Design calculations, detailed shop drawings showing all components, materials, dimensions are in conformance with the plans and CFX specifications.
4. Girders - Reinforcing Steel and Prestressing	EA	12	12	N/A	144	0	Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-63 girders. Some repetition in shop drawing.
5. Expansion Joints	EA	1	4	N/A	4	0	
6. Pile installation plan	EA	4	16	N/A	64	0	For NBR values, installation plan for each
7. Fiber Optic Conduit Attachment	EA	1	8	N/A	8	0	
8. Underdeck lighting	EA	1	8	N/A	8	0	
9. Out of pile tolerance	EA	2	16	N/A	32	0	Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.
10. Girder bracing	EA	4	8	N/A	32	0	Shop drawings
11.	EA			N/A	0	0	
12.	EA			N/A	0	0	
13.	EA			N/A	0	0	
14.	EA			N/A	0	0	
15.	EA			N/A	0	0	
16.	EA			N/A	0	0	
Subtotal:					416	0	
17. Quality Control	5%		N/A	N/A	21	0	
18. Supervision	2%		N/A	N/A	8	0	
Totals:					445	0	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures B3 Ramp K Flyover

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	6	2	N/A	12	0	
2. SIP Forms	EA	5	20	N/A	100	0	Varying girder spacing with tangent and curved segments. Includes calculation review.
3. Pot Bearings	EA	36	4	N/A	144	0	Multi-rotational bearings, design calculations, signed and sealed by a Specialty Engineer, confirming that all components are in conformance with the plans and Specifications.
4. Post-tensioning System	EA	10	10	N/A	100	0	Post tension system review for both bottom tendons & continuous strands. Review includes post-tensioning hardware, working drawings, manuals, & signed and sealed PT related shop drawings & supporting calculations designed by the Contractor's Engineer of Record. Complete stress & camber calculations in each erection stage will be reviewed. Per Unit 2 x 5 = 10.
5. Expansion Joints and cover plates.	EA	6	4	N/A	24	0	Flexible strip seal system & cover plates as detailed in the plan set.
6. Erection Plan	EA	5	40	N/A	200	0	Includes, schedule, temporary falsework, and shoring designs signed and sealed shop drawings and calculations by Contractor's Specialty Engineer. Review supporting calculations indicate that the design unit stresses have not been exceeded. See specification 460-7.1.3 for list of included items. Erection plan for each of the 5 Units
7. Interior Lighting/Conduits	EA	10	4	N/A	40	0	Layout per U-Beam Unit 5 x 2 = 10
8. Integrated Segment Shop Drawings	EA	58	20	N/A	1,160	0	Total number segments = Unit 1: 7 x 2 = 14; Unit 2: 7 x 2 = 14; Unit 3: 5 x 2 = 10; Unit 4: 5 x 2 = 10; Unit 5: 5 x 2 = 10. 58 total segments to review mild & post tension layout & supporting calculations
9. Drainage Scuppers	EA	2	8	N/A	16	0	Two conditions, full shop drawings requested in coordination with precast segments.
10. Out of pile tolerance	EA	6	16	N/A	96	0	Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.
11. Girder bracing	EA	10	4	N/A	40	0	Shop drawings
12.	EA			N/A	0	0	
Subtotal:					1,932	0	
13. Quality Control	5%		N/A	N/A	97	0	
14. Supervision	2%		N/A	N/A	39	0	
Totals:					2,067	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures B4 Ramp L Over Plymouth Sorrento Road

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	6	2	N/A	12	0	
2. SIP Forms	EA	1	20	N/A	20	0	
3. Bearings	EA	2	8	N/A	16	0	
4. Girders - Reinforcing Steel and Prestressing	EA	2	24	N/A	48	0	Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-72 girders.
5. Expansion Joints	EA	1	4	N/A	4	0	
6. Pile Installation plan	EA	1	16	N/A	16	0	
7. Fiber Optic Conduit Attachment	EA	1	8	N/A	8	0	
8. Underdeck lighting	EA	1	8	N/A	8	0	
9. Out of pile tolerance	EA	2	16	N/A	32	0	Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.
10. Girder bracing	EA	1	8	N/A	8	0	Shop drawings
11.	EA			N/A	0	0	
12.	EA			N/A	0	0	
13.	EA			N/A	0	0	
14.	EA			N/A	0	0	
15.	EA			N/A	0	0	
16.	EA			N/A	0	0	
Subtotal:					172	0	
17. Quality Control	5%		N/A	N/A	9	0	
18. Supervision	2%		N/A	N/A	3	0	
Totals:					184	0	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures B5 SR 429 Over Plymouth Sorrento Road

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	6	2	N/A	12	0	
2. SIP Forms	EA	1	20	N/A	20	0	
3. Bearings	EA	4	8	N/A	32	0	
4. Girders - Reinforcing Steel and Prestressing	EA	6	12	N/A	72	0	Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-72 girders. Some repetition in shop drawing
5. Expansion Joints	EA	1	4	N/A	4	0	
6. Pile installation plan	EA	1	16	N/A	16	0	
7. Fiber Optic Conduit Attachment	EA	1	8	N/A	8	0	
8. Underdeck lighting	EA	1	8	N/A	8	0	
9. Out of pile tolerance	EA	2	16	N/A	32	0	Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.
10. Girder bracing	EA	2	8	N/A	16	0	Shop drawings
11.	EA			N/A	0	0	
12.	EA			N/A	0	0	
13.	EA			N/A	0	0	
14.	EA			N/A	0	0	
15.	EA			N/A	0	0	
16.	EA			N/A	0	0	
Subtotal:					220	0	
17. Quality Control	5%		N/A	N/A	11	0	
18. Supervision	2%		N/A	N/A	4	0	
Totals:					235	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures Structures B6 Ramp M Over Plymouth Sorrento Road

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	6	2	N/A	12	0	
2. SIP Forms	EA	1	20	N/A	20	0	
3. Bearings	EA	2	8	N/A	16	0	
4. Girders - Reinforcing Steel and Prestressing	EA	3	12	N/A	36	0	Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-72 girders. Some repetition in shop drawing
5. Expansion Joints	EA	1	4	N/A	4	0	
6. Pile Installation plan	EA	1	16	N/A	16	0	
7. Fiber Optic Conduit Attachment	EA	1	8	N/A	8	0	
8. Underdeck lighting	EA	1	8	N/A	8	0	
9. Out of pile tolerance	EA	2	16	N/A	32	0	Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.
10. Girder bracing	EA	1	8	N/A	8	0	Shop drawings
11.	EA			N/A	0	0	
12.	EA			N/A	0	0	
13.	EA			N/A	0	0	
14.	EA			N/A	0	0	
15.	EA			N/A	0	0	
16.	EA			N/A	0	0	
Subtotal:					160	0	
17. Quality Control	5%		N/A	N/A	8	0	
18. Supervision	2%		N/A	N/A	3	0	
Totals:					171	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures MSE Walls and Miscellaneous Structures

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Permanent MSE Walls	EA	13	10	N/A	130	0	
2. Overhead Sign Structures	EA	8	8	N/A	64	0	2 cantilever, 6 span structure
3. MOT elements protection	LS	1	40	N/A	40	0	
4. Unknown	LS	1	100	N/A	100	0	
5.	EA			N/A	0	0	
Subtotal:					334	0	
17. Quality Control	5%		N/A	N/A	17	0	
18. Supervision	2%		N/A	N/A	7	0	
Totals:					357	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Lighting

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. LED for signs	EA	1	4	N/A	4	0	
2. LED for underdeck	EA	1	4	N/A	4	0	
3. Underdeck overall	EA	1	2	N/A	2	0	
4. light poles	EA	6	2	N/A	12	0	
5. conduits/conductors	EA	6	2	N/A	12	0	
6. load centers/switches	EA	2	4	N/A	8	0	
	EA			N/A	0	0	
Subtotal:					42	0	
21. Quality Control	5%		N/A	N/A	2	0	
22. Supervision	2%		N/A	N/A	1	0	
Totals:					45	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Utility Relocation Packages

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Coord and processing	EA			N/A	4	0	Atkins coord only, rest by WBQ
	EA			N/A	0	0	
	EA			N/A	0	0	
Subtotal:					4	0	
21. Quality Control	5%		N/A	N/A	N/A	0	
22. Supervision	5%		N/A	N/A	N/A	0	
Totals:					4	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Aesthetic Elements

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Paint, formliners, misc.	LS	1	48	N/A	48	0	
2.	EA			N/A	0	0	
19.	EA			N/A	0	0	
20.	EA			N/A	0	0	
Subtotal:					48	0	
21. Quality Control	5%		N/A	N/A	2	0	
22. Supervision	2%		N/A	N/A	1	0	
Totals:					51	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Geotechnical Elements

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. coordination and processing	EA			N/A	8	0	All by subs, Atkins coordination only
	EA			N/A	0	0	
Subtotal:					8	0	
21. Quality Control	5%		N/A	N/A	N/A	0	
22. Supervision	5%		N/A	N/A	N/A	0	
Totals:					8	0	

Ardaman & Associates, Inc

Subconsultant
Wekiva Section 429-204
Post Design Fee Proposal

Fee: \$68,888.22

SUB CONSULTANT: Ardaman

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Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. General Consulting Services	EA	1	83	N/A	83	0	Sub services
2. Services Relative to Monitoring of Deep Injection Grouting and Surcharge Settlement	EA	1	777	N/A	777	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				0	860	0	
11. Quality Control	0		N/A	N/A	0	0	
12. Supervision	0		N/A	N/A	0	0	
Totals:				0	860	0	

Geotechnical and Environmental Consultants, Inc (GEC)

Subconsultant
Wekiva Section 429-204
Post Design Fee Proposal

Fee: \$9,350.06

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-204

SUB CONSULTANT: GEC

POST DESIGN ACTIVITY DESCRIPTION	Chief Engineer		Senior Engineer		Project Engineer		Engineer		CADD Operator		Sr. Engineering Tech		Secretary / Clerical		TOTAL		
	Rate/Hr. 51.93		Rate/Hr. 45.08		Rate/Hr. 30.53		Rate/Hr. 25.00		Rate/Hr. 29.79		Rate/Hr. 24.47		Rate/Hr. 19.48				
	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C. Pre-Bid Conference		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
D. Addenda		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
E. Field Visits		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
F. Shop Drawing Reviews		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
Roadway		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
Drainage/Permits		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
Fiber Optic Network		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
Signing and Marking		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
Structures		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
Lighting		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
Utilities		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
Aesthetic Elements		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
Geotechnical Elements		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
G. Requests for Information		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
H. Meetings		\$0.00	8	\$360.64	3	\$91.59		\$0.00		\$0.00		\$0.00		\$0.00	16	\$601.88	\$37.81
I. Plan Revisions		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
J. Bridge Load Ratings		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
K. Geotechnical Services		\$0.00		\$0.00	26	\$792.78		\$0.00	4	\$119.16	36	\$880.92		\$0.00	68	\$1,854.92	\$27.28
L. Utilities		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
M. Record Drawings		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
N. Project Management		\$0.00	4	\$198.32		\$0.00		\$0.00		\$0.00		\$0.00	4	\$77.92	8	\$258.24	\$32.28
TOTALS:	0	\$0.00	12	\$540.96	36	\$1,099.08	0	\$0.00	4	\$119.16	36	\$880.92	4	\$77.92	92	\$2,718.04	\$29.54
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:							TOTAL CONTRACT FEE COMPUTATIONS:										
							TOTAL ACTIVITY SALARY COSTS:										
							Multiplier - 3.44										
							Field Exploration										
							Laboratory Testing										
							GEC FEE:										
							\$2,718.04										
							\$9,350.06										
							\$9,350.06										

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Other Meetings	EA	4	4		16		
2.					0		
3.					0		
4.					0		
Subtotal:				0	16	0	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				0	16	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Services	EA	1	62	N/A	62	0	Consult on Pile Driving and Problematic Soil Issues
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				0	62	0	
11. Quality Control	5%		N/A	N/A	3	0	
12. Supervision	5%		N/A	N/A	3	0	
Totals:				0	68	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. General Project Management	EA	1	8		8		
2.	EA				0		
3.	EA				0		
4.							
Subtotal:				0	8	0	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				0	8	0	

Antillian Engineering Associates, Inc.

Subconsultant
Wekiva Section 429-204
Post Design Fee Proposal

Fee: \$13,021.67

SUB CONSULTANT: Antillian

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Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Visits	EA	2	4		8		2 people at 4 hours each
2.					0		
3.							
4.							
Subtotal:				0	8	0	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				0	8	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Elements	LS	1	12	N/A	12	0	
2.	LS			N/A	0	0	
3.	LS			N/A	0	0	
4.	LS			N/A	0	0	
Subtotal:				0	12	0	
11. Quality Control			N/A	N/A		0	
12. Supervision			N/A	N/A		0	
Totals:				0	12	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Elements	EA	1	14	N/A	14	0	
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				0	14	0	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				0	14	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Project Meetings	EA	1	16		16		
2.	EA				0		
3.	EA				0		
4.	EA				0		
Subtotal:				0	16	0	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				0	16	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Services	EA	1	32	N/A	32	0	Review Pile Testing Reports and Pile Driving Criteria
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				0	32	0	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				0	32	0	

AECOM Technical Services, Inc. (AECOM/ URS)

Subconsultant
Wekiva Section 429-204
Post Design Fee Proposal

Fee: \$6,791.96

SUB CONSULTANT: AECOM/ URS

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Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Survey	EA	1	50	N/A	50	0	Right of Way Support, OT Hearings, Expert Witness, Support Documentation, etc.
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				0	50	0	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				0	50	0	

WBQ Design & Engineering, Inc. (WBQ)

Subconsultant
Wekiva Section 429-204
Post Design Fee Proposal

Fee: \$47,484.81

SUB CONSULTANT: WBQ

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Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Visits	EA	2	8		16		1 Every 12 Months out of 24 Months
2.	EA				0		
3.							
4.							
Subtotal:				0	16	0	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				0	16	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Signing and Marking	LS	2	60	N/A	120	0	Assumes 2 Reviews
2.	LS			N/A	0	0	
3.	LS			N/A	0	0	
4.	LS			N/A	0	0	
Subtotal:				0	120	0	
11. Quality Control			N/A	N/A		0	
12. Supervision			N/A	N/A		0	
Totals:				0	120	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Utilities	EA	6	4	N/A	24	0	Assumes 6
2. Signing and Marking	EA	6	4	N/A	24	0	Assumes 6
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				0	48	0	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				0	48	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Meetings	EA	2	2		4		Assumes 2 Meetings Total Over 24 Months
2.	EA				0		
3.	EA				0		
4.	EA				0		
Subtotal:				0	4	0	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				0	4	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity I: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Signing and Marking	EA	2	16	N/A	32		Assumes 2 Revisions
2.	EA			N/A	0		
3.	EA			N/A	0		
4.	EA			N/A	0		
Subtotal:				0	32		
11. Quality Control	0%		N/A	N/A	0		
12. Supervision	0%		N/A	N/A	0		
Totals:				0	32		

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity L: Utilities

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Utilities Coordination	EA	12	8	N/A	96	0	12 Months (8 hours per month) Out of 24 Months
2. Misc Correspondence	EA	1	10	N/A	10	0	
Subtotal:				0	106	0	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				0	106	0	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity M: Record Drawings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Signing and Marking	LS	1	4	N/A	4		
2. Utility Adjustment sheets	LS	1	4	N/A	4		
3.	LS			N/A	0		
4.				N/A	0		
Subtotal:				0	8		
11. Quality Control	0%		N/A	N/A	0		
12. Supervision	0%		N/A	N/A	0		
Totals:				0	8		

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Addenda	EA	2	16		32		Assumes 2 Addenda
2.	EA				0		
3.	EA				0		
4.							
Subtotal:				0	32	0	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	5%		N/A	N/A	2	0	
Totals:				0	34	0	


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: November 17, 2015

RE: Approval of Final Ranking and Authorization for Fee Negotiations for
Professional Engineering Consultant Services for
S.R. 528/S.R. 436 Bridge Deck Replacement
Project No. 528-130; Contract No. 001135

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 September 20, 2015. Responses were received from eight firms by the October 5, 2015, deadline. Those firms were: Dewberry Engineers, Inc.; EAC Consulting, Inc.; RS&H, Inc.; AVCON, Inc.; Heath & Lineback Engineers, Inc.; AECOM Technical Services, Inc.; SAI Consulting Engineers, Inc.; T.Y. Lin International

After reviewing and scoring the letters of interest, the Evaluation Committee met on October 21, 2015, and shortlisted four (4) firms (Dewberry Engineers, Inc.; EAC Consulting, Inc.; RS&H, Inc.; T.Y. Lin International) and requested that Technical Proposals be submitted for review and scoring by November 9, 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 November 17, 2015. After the oral presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

<u>Ranking</u>	<u>Consultant Firm</u>
1	T.Y. Lin International
2	RS&H, Inc.
3	EAC Consulting, Inc.
3	Dewberry Engineers, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with T.Y. Lin International is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested.

LOI-001135 Project 528-130 Committee Meeting November 17, 2015 Minutes

Technical Review Committee for **Design Services for S.R. 528/S.R.436 Bridge Deck Replacement; Project No. 528-130 Contract No. 001135**, held a duly noticed meeting on Monday, November 17, 2015, commencing at 09:02 a.m. Ibis Conference Room (Room 150), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, Director of Engineering
Don Budnovich, Resident Engineer
Corey Quinn, Chief of Technology/Operations

Other Attendees:

Robert Johnson, Manager 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.

Dewberry Engineers, Inc.	09:04 – 09:30 a.m.
EAC Consulting, Inc.	09:39 – 10:06 a.m.
RS&H, Inc.	10:18 – 10:43 a.m.
T.Y. Lin Int'l	10:56 – 11:23 a.m.

Evaluation Portion:

Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members discussed the presentations and questioned the limits of the ACROW 700 series and its availability. Glenn called Will Smith of ACROW, and while on speaker, discussed the 700 series, its availability through FDOT (Oviedo yard), and lease/purchase options.

Upon completion of the call, 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:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
T.Y. Lin Int'l	05	01
RS&H, Inc.	07	02
EAC Consulting, Inc.	09	03
Dewberry Engineers, Inc.	09	03

Committee recommends CFX Board approve ranking and authorize negotiations with the top ranked firm, T.Y. Lin Int'l. 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 12:04am. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, November 17, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Robert Johnson

Approved by:


Glenn Pressimone, Director of Engineering

CONSENT AGENDA ITEM

#7



Lake County

Sumter County

Town of Astatula

City of Bushnell

City of Center Hill

City of Clermont

City of Coleman

City of Eustis

City of Fruitland Park

City of Groveland

Town of
Howey-in-the-Hills

Town of Lady Lake

City of Leesburg

City of Mascotte

City of Minneola

Town of Montverde

City of Mount Dora

City of Tavares

City of Umatilla

City of Webster

City of Wildwood

Florida Central
Railroad

Lake County Schools

Sumter County Schools

November 3, 2015

Laura Kelley, Executive Director
Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando, FL 32807

**RE: Resolution Updating the Interlocal Agreement for the Creation
of the Lake~Sumter MPO**

Dear Ms. Kelley:

On October 28, 2015, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board approved a resolution updating the Interlocal Agreement for the Creation of the Lake~Sumter MPO.

The agreement was first approved in 2004 and was reviewed in 2009. At that time, the MPO by resolution communicated to the FDOT and federal agencies that no changes were needed. In 2010, the MPO approved a Redesignation Plan that added Sumter County in its entirety to the MPO Area. When all of Sumter County was included in the MPO Area as part of the Redesignation Plan, the five municipalities of Sumter County were also added to the MPO Area and to the MPO Bylaws.

Those changes are reflected in the updated interlocal agreement. In addition, the updated agreement also includes the ex-officio members that were not previously included in the interlocal agreement. This includes the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.

Attached to this letter are the resolution approving the interlocal agreement and the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization. The MPO respectfully requests the Central Florida Expressway Authority take action to approve the updated interlocal agreement. Please advise when this item will be included on the agenda for consideration. Once approved, please return four (4) original signatures pages via mail.

Sincerely,

T.J. Fish

For T.J. Fish
Executive Director

"Promoting Regional Transportation Partnerships"
www.LakeSumterMPO.com

1616 South 14th Street, Leesburg, Florida 34748
Phone (352) 315-0170 – Fax (352) 315-0993

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2015 - 22

A RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) FORMALIZING THE RESULTS OF THE REQUIRED EXAMINATION OF THE INTERLOCAL AGREEMENT CREATING THE MPO; FORMALIZING A POSITION ON THE CURRENT MPO APPORTIONMENT AREA; AND AUTHORIZING THE CHAIRMAN TO TRANSMIT SAID RESOLUTION TO THE OFFICE OF THE GOVERNOR AND OTHER AGENCIES

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

WHEREAS, an Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization was entered on January 31, 2004, by and among the Florida Department of Transportation; the County of Lake and the County of Sumter; the Town of Astatula, City of Clermont, City of Eustis, City of Fruitland Park, City of Groveland, Town of Howey-in-the-Hills, Town of Lady Lake, City of Leesburg, City of Mascotte, City of Minneola, Town of Montverde, City of Mount Dora, City of Tavares and City of Umatilla; and

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board met for the first time February 25, 2004; and

WHEREAS, the Interlocal Agreement provided that the Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than January 30, 2009, and at least every five years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment every five years by the Governor, the originating Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required; and

WHEREAS, the MPO took action by Resolution 2009-1 on January 28, 2009, to confirm the MPO had reviewed the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization and had determined that no changes were necessary to the agreement; and

WHEREAS, the MPO took action by Resolution 2010-5 on February 24, 2010, to approve and to transmit a Redesignation Plan to the Governor and to applicable agencies that added the remaining portion of Sumter County not previously included at the time of the creation of the MPO to the MPO Area, thus including Sumter County in its entirety; and

WHEREAS, a letter dated October 22, 2010, was received by Governor Crist approving the Redesignation Plan; and

WHEREAS, the MPO has been requested by the FDOT to review and update the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization; and

WHEREAS, the MPO has examined the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization; and the MPO has reviewed the MPO Apportionment Area that was expanded in 2010 to add all of Sumter County and has prepared formal statements on each to be transmitted to the Office of the Governor.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter Metropolitan Planning Organization that:

1. The Governing Board of the Lake~Sumter Metropolitan Planning Organization (MPO) has reviewed the Interlocal Agreement for the Creation of the Lake~Sumter MPO and determined that changes are needed to the agreement as a result of the addition of all of Sumter County, including the five municipalities of Sumter County: the City of Bushnell, the City of Center Hill, the City of Coleman, the City of Webster and the City of Wildwood, and due to the addition of ex-officio representation of the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.
2. The Governing Board of the Lake~Sumter MPO acknowledges the responsibility of the Office of the Governor to review the Apportionment Area of the MPO; and, therefore, formally communicate to the Governor that no changes to the Apportionment Area are necessary at this time in light of the 2010 approval of the Redesignation Plan and that the membership additions are necessary to the Interlocal Agreement at the time of this resolution.
3. The Governing Board of the Lake~Sumter MPO hereby authorizes the chairman to transmit aforementioned actions in the form of this resolution to the Office of the Governor, State of Florida; the Florida Department of Transportation; the Federal Highway Administration; and the Federal Transit Administration.

DULY PASSED AND ADOPTED this 28 day of October, 2015.

Lake~Sumter Metropolitan Planning Organization


Ray Goodgame, Chairman

Approved as to Form and Legality:


Sanford A. Minkoff, Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
LAKE~SUMTER
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this _____ day of _____, 2015 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF LAKE AND the COUNTY OF SUMTER; the TOWN OF ASTATULA, CITY OF BUSHNELL, CITY OF CENTER HILL, CITY OF CLERMONT, CITY OF COLEMAN, CITY OF EUSTIS, CITY OF FRUITLAND PARK, CITY OF GROVELAND, TOWN OF HOWEY-IN-THE-HILLS, TOWN OF LADY LAKE, CITY OF LEESBURG, CITY OF MASCOTTE, CITY OF MINNEOLA, TOWN OF MONTVERDE, CITY OF MOUNT DORA, CITY OF TAVARES, CITY OF UMATILLA, CITY OF WEBSTER, CITY OF WILDWOOD, FLORIDA CENTRAL RAILROAD, LAKE COUNTY SCHOOL BOARD SUMTER COUNTY SCHOOL BOARD, AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY collectively known as “the parties.”

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Lake~Sumter Metropolitan Planning Organization for Lake and Sumter Counties, which contain the Leesburg-Eustis-Tavares urbanized area; portions of the Lady Lake-The Villages urbanized area; and portions of the Orlando urbanized area, herein after referred to as “the Metropolitan Planning Organization” or “the MPO”. Further, the parties of Lake County, Sumter County and the 14 municipalities of Lake County approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 24th day of February, 2010;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 22nd day of October, 2010, approved the apportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Lake~Sumter Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2

PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the MPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Lake-Sumter Metropolitan Planning Organization.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of 16 voting members, 14 non-voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the MPO Governing Board as approved by the Governor shall be as follows:

Of the 30 voting and non-voting members, 16 voting positions are established, 14 of which are permanent voting positions and 2 are rotating voting positions. The permanent positions are assigned to: Lake County (5 votes), Sumter County (2 votes), Clermont (1 vote), Eustis (1 vote), Lady Lake (1 vote), Leesburg (1 vote), Minneola (1 vote), Mount Dora (1 vote) and Tavares (1 vote).

There are also two At-Large Representative Board members (2 votes), one assigned to each county, with voting privileges that rotate each year in alphabetical order among the non-voting member municipalities in each respective county. Lake County's At-Large vote rotates among Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Mascotte, Montverde and Umatilla. Sumter County's At-Large vote rotates among Bushnell, Center Hill, Coleman, Webster and Wildwood. The remaining four (4) members that have ex-officio, non-voting status are the Florida Central Railroad, the Lake County School Board, the Sumter County School Board and the Central Florida Expressway Authority. There is one (1) Florida Department of Transportation non-voting advisor.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or

appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5

AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO shall be liable for any liabilities incurred by the MPO, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, the approval of settlements of claims by its governing board, or in any other manner agreed upon by the MPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.;

- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6

FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04. Compliance with laws. All parties 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 parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Lake County, Sumter County, Lady Lake, Leesburg, Eustis, Tavares and Clermont may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
 - (2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the MPO does not

automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Florida Department of Transportation
719 South Woodland Boulevard
Deland, FL 32720

Lake County Board of County Commissioners
315 W. Main St.
Tavares, FL 32778

Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

Town of Astatula
PO Box 609
Astatula, FL 34705

City of Bushnell
PO Box 115
Bushnell, FL 33513

City of Center Hill
PO Box 649
Center Hill, FL 33514

City of Clermont
PO Box 120219
Clermont, FL 34711-0219

City of Coleman
PO Box 456
Coleman, FL 33521

City of Eustis
PO Drawer 68
Eustis, FL 32727-0068

City of Fruitland Park
506 W. Berckman St
Fruitland Park, FL 34731

City of Groveland
156 South Lake Ave
Groveland, FL 34736

Town of Howey-In-The-Hills
PO Box 128
Howey-In-The-Hills, FL 34737

Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

City of Leesburg
PO Box 490630
Leesburg, FL 34749-0630

City of Mascotte
100 E. Myers Blvd.
Mascotte, FL 34753

City of Minneola
PO Box 678
Minneola, FL 34755-0678

Town of Montverde
PO Box 560008
Montverde, FL 34756-0008

City of Mount Dora
510 N. Baker St
Mount Dora, FL 32757

City of Tavares
PO Box 1068
Tavares, FL 32778

City of Umatilla
PO Box 2286
Umatilla, FL 32784-2286

City of Webster
PO Box 28
Webster, FL 33597

City of Wildwood
110 N. Main St
Wildwood, FL 34785

Florida Central Railroad
PO Box 967
Plymouth, FL 32768

Lake County School Board
201 West Burleigh Blvd.
Tavares, FL 32778-2496

Sumter County School Board
PO Box 187
Lake Panasoffkee, FL 33538

Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando, FL 32807

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of

which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

TOWN OF ASTATULA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF BUSHNELL

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF CENTER HILL

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF CLERMONT

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF COLEMAN

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF EUSTIS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF FRUITLAND PARK

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF GROVELAND

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

TOWN OF HOWEY-IN-THE-HILLS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

TOWN OF LADY LAKE

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF LEESBURG

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF MASCOTTE

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF MINNEOLA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

TOWN OF MONTVERDE

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF MOUNT DORA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF TAVARES

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF UMATILLA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF WEBSTER

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF WILDWOOD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

FLORIDA CENTRAL RAILROAD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

LAKE COUNTY SCHOOL BOARD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

SUMTER COUNTY SCHOOL BOARD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

DATE: December 1, 2015
TO: CFX Board Members
FROM: Laura Kelley, Executive Director
COPIES: Darleen Mazzillo, Executive Assistant
SUBJECT: Travel Policy Update



Board approval is requested for the attached redlined Travel Policy update. The policy has been updated to reflect the Central Florida Expressway Authority name. No other substantive changes have been made.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
TRAVEL POLICY
December 10, 2015
August 17, 2010

This Travel Policy is an update of the existing ~~OOCEA~~ travel policy previously adopted on August 17, 2010~~February 23, 2004~~.

Advancement and reimbursement of travel expenses incurred by ~~CFX~~ ~~OOCEA~~ Board Members, employees (including the Executive Director), and consultants, shall be governed by Section 112.061, Florida Statutes (per-diem and travel expense of public officers, employees and authorized persons.) Section 112.061, Florida Statutes, is hereby adopted as part of this policy and incorporated by this reference. Duplication in this policy of any part of section 112.061 is not to the exclusion of the remainder of section 112.061, but is for the convenient reference of CFX OOCEA Board members and staff.

All requests and approvals for travel required herein will be provided on an Authorization Form provided by the Department of Financial Services, pursuant to section 112.061(11)(a), Florida Statutes, or a functionally equivalent form provided by ~~CFX~~the Authority.

All requests and approvals for reimbursement will be provided on a Voucher Form provided by the Department of Financial Services, pursuant to section 112.061 (11)(b), or a functionally equivalent form provided by ~~CFX~~the Authority.

Reimbursement of travel expenses is limited to those expenses necessarily incurred by the traveler in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed by section 112.061, Florida Statutes.

Travel and Reimbursement Approval

1. Travel Approval - All travel must be authorized and approved by the Executive Director or his/her designee prior to the travel date. Each travel request shall provide the purpose of the trip, estimated costs, as well as the benefit to ~~CFX~~the Authority. Travel Authorization Forms must be signed by the traveler; approved by the immediate supervisor and the Executive Director or his/her designee. The following additional approvals are required for the types of travel and reimbursements specified below:

- a. The ~~CFX~~Authority Board must approve travel outside the continental United States in advance for ~~CFX~~Authority Board Members, employees and the Executive Director.
- b. Authorization Forms for ~~CFX~~Authority Board Members, employees, and the Executive Director for travel that extends outside the State of Florida, must receive written approval in advance from the Chairman or Vice-Chairman of the Board, with a copy of the approval provided to the other Board Members.

Travel outside of Florida by a Board Member must be approved in advance by another Board Member who is not traveling on the subject trip.

Travel reimbursements for a ~~CFX~~~~Authority~~ Board Member in excess of \$1,000.00, must be approved by action of the Board. Reimbursement requests shall not be split in an effort to avoid the \$1,000.00 limit.

2. Reimbursement of Travel

- a. All Voucher Forms must be signed by the traveler and the traveler's immediate supervisor. The same person cannot provide both signatures.
- b. The Executive Director's Voucher Forms for travel expense reimbursement must be approved in writing by the Chairman or Vice-Chairman of the Board with a copy provided to the other Board Members.
- c. Travel reimbursements for Board Members shall be signed by a Non-Traveling Board Member.
- d. Travel reimbursements for the General Counsel shall be signed by the Executive Director.
- e. All Voucher Forms must be submitted for reimbursement within 20 days following the last authorized travel date.
- f. No ~~CFX~~~~Authority~~ department may exceed its travel budget without: (i) Executive Director's written approval and (ii) Board approval of an amendment to the department's travel budget in advance of any over-budget travel expenditure.
- g. ~~CFX~~~~The Authority~~ will use the most recent organizational chart to authorize and indicate who each employee's immediate supervisor is for travel and reimbursement purposes. The Chairman or the Vice Chairman of the Board must approve the Executive Director's travel and reimbursements.
- h. No reimbursement will be made without the executed Authorization Form included with the Voucher Form.

3. Personal Expenses

- a. No personal expenses of any kind will be reimbursed. This includes but is not limited to, personal telephone calls.
- b. There shall be no reimbursement for travel, meals, materials, or other items that are included in registration fees reimbursed by ~~CFX~~~~OOGEA~~.

4. Receipts

Receipts must be submitted for reimbursement of expenses.

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

DATE: December 1, 2015

TO: CFX Board Members

FROM: Laura Kelley, Executive Director

COPIES: Darleen Mazzillo, Executive Assistant

SUBJECT: Policy Regarding Entertainment Expenses

Board approval is requested to eliminate the attached policy regarding entertainment expenses adopted by the OOCEA Board on May 23, 2003. Entertainment expenses are not required or necessary for the CFX Executive Director or Board members.



ORLANDO - ORANGE COUNTY

525 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414
TELEPHONE (407) 316-3800 • FAX (407) 316-3801 • WWW.OOCEA.COM

MEMORANDUM

TO: Members of the Board
Orlando-Orange County Expressway Authority

FROM: Harold W. Worrall *Harold W. Worrall*
Executive Director

DATE: May 23, 2003

RE: Approval of Policy Regarding Entertainment Expenses

There are certain circumstances when the Executive Director and/or the Chairman of the Board are required, by virtue of their position, to conduct business with elected or appointed officials where it is most practical to conduct that business during the meal hour. We request the Board approve a policy by which reimbursement could be granted for entertainment expenses incurred for such business meetings. The policy would be as follows:

When entertainment on behalf of the Authority, under certain circumstances and conditions, clearly meets a public purpose, these instances are subject to reimbursement. The Executive Director and/or Chairman shall be allowed to incur such expenses. Approval for such expenses shall be made by the Chairman, Vice-Chairman or Executive Director, but no person shall be permitted to approve their own reimbursement request. "Entertainment" means meals or similar expenses. These purchases should be reasonable and not include alcoholic beverages. Requests for reimbursement should be in writing and include the justification of the purpose and the attendees of the meeting.

It is recommended the Board approve the above Entertainment Expense policy

cc: Consent Agenda 5/03

CONSENT AGENDA ITEM


#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

DATE: December 1, 2015

TO: CFX Board Members

FROM: Laura Kelley, Executive Director 

COPIES: Darleen Mazzillo, Executive Assistant

SUBJECT: Policy Regarding the Executive Director and Personnel Matters

Board approval is requested to eliminate the attached policy regarding the authority of the Executive Director to take certain actions as the Executive Director deems appropriate with regard to personnel matters. This policy is unnecessary because the Executive Director's contract sufficiently addresses these issues.

R E S O L U T I O N N O . 2 0 0 5 - 041

A RESOLUTION OF THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY CONFIRMING THE AUTHORITY OF THE EXECUTIVE DIRECTOR TO TAKE CERTAIN ACTIONS AS THE EXECUTIVE DIRECTOR DEEMS APPROPRIATE WITH REGARD TO PERSONNEL MATTERS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Executive Director of the Orlando-Orange County Expressway Authority serves pursuant to a written contract between the Executive Director and the Authority; and,

WHEREAS, the Executive Director is deemed to have all lawful powers and duties necessary to execute the policies from time to time established by this Board and to administer the day to day operations of the Authority; and,

WHEREAS, the Board has determined that it is not practical or effective to specifically enumerate all of said powers in the Executive Director's written contract; and,

WHEREAS, among the implied powers that the Board intends for the Executive Director to have and exercise is the power to make personnel decisions that the Executive Director deems necessary for the good of the Authority, including, but not limited to, the hiring and discharging of employees, setting the terms of compensation and benefits as permissible by law (including the payment of bonuses as appropriate and the award of severance pay in the event of a termination for the convenience of the Authority), all however, subject to the constraints of the budget as approved by this Board; and,

WHEREAS, Section 215.245, F.S. states that the power to pay extra compensation to employees, e.g., bonuses and severance pay, may only be delegated to the chief executive officer of a special district by passage of a formal resolution by the governing board of such district.

NOW THEREFORE, BE IT RESOLVED BY THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY as follows:

1. The Executive Director of the Authority does, and shall have and exercise the power to make personnel decisions that the Executive Director deems necessary for the good of the Authority, including, but not limited to, the hiring and discharging of

employees, setting the terms of compensation and benefits as permissible by law (including the payment of bonuses as appropriate and the award of severance pay in the event of a termination for the convenience of the Authority), all however, subject to the constraints of the budget as approved by this Board.

2. All such actions heretofore taken by the Executive Director are ratified and confirmed by the Board.
3. This Resolution shall be effective immediately upon its adoption.

ADOPTED THIS 23rd DAY OF MARCH, 2005.

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY:**

By: 

Allan E. Keen, Chairman

Attest: 

Darleen Mazzillo
Assistant Secretary

ORI.DOC'S 10299998 2


CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: November 17, 2015

RE: Approval of Contract Renewal with
PFM Asset Management LLC for
Investment Advisor Services
Contract No. 000832

Board approval is requested for the second renewal of the referenced contract with PFM Asset Management LLC, (PFM) in the amount of \$195,000.00 which includes \$175,000 for management of CFX investments and \$20,000 for arbitrage calculations.

The renewal period will be from April 1, 2016, to March 31, 2017.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000832

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of December, 2015, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and PFM Asset Management LLC, hereinafter called the "Investment Advisor".

WITNESSETH

WHEREAS, CFX and the Investment Advisor entered into a Contract Agreement (the "Original Agreement") dated March 31, 2012, whereby CFX retained the Investment Advisor to provide advice regarding the management of CFX's investment portfolios pursuant to investment objectives; and

WHEREAS, pursuant to Article 6 of the Original Agreement, CFX and Investment Advisor 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, CFX and Investment Advisor agree to a second renewal of said Original Agreement beginning the 1st day of April, 2016, and ending the 31st day of March, 2017, at the cost of \$195,000.00, which amount restates the amount of the Original Agreement.

Investment Advisor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending March 31, 2016, the Investment Advisor 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 March 31, 2016.

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.

PFM ASSET MANAGEMENT LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbar, Chief Financial Officer

DATE: November 17, 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
11/03	E-PASS sign with TV-part of the walk-up counter front at the West Oaks Mall	\$ 4,458.43	1	\$ 4,458.43	4393
6/04	Panasonic Fax	\$ 1,308.00	1	\$ 1,308.00	4534
1/06	transponder reader/programmer-used by CSRs to access/issue transponders	\$ 2,502.90	2	\$ 5,005.80	2503/NA
2010	click 512-ITS equipment communication cable	\$ 1,000.00	1	\$ 1,000.00	NA
2010	VBRICK-surge protection	\$ 1,500.00	9	\$ 13,500.00	NA
2010	170 Controller-provides power to DMS sign	\$ 1,700.00	8	\$ 13,600.00	NA
2010	cohu camera-provides back up power to ITS equipment	\$ 3,000.00	23	\$ 69,000.00	NA

CONSENT AGENDA ITEM

#13

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David Taylor, Managing Director, Protiviti
DATE: November 17, 2015
RE: ITS Security Review

The objective of the ITS Security Review was to assess the security of Intelligent Transportation Systems (“ITS”) infrastructure that exists within the Central Florida Expressway Authority’s (“CFX”) environment. This review focused on the effectiveness of information technology security controls surrounding ITS infrastructure, servers, and workstations.

RECOMMENDATION

Protiviti requests the Board approve the audit committee recommendation for the ITS Security Review.

CONSENT AGENDA ITEM

#14

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David Taylor, Managing Director, Protiviti

DATE: November 17, 2015

RE: PCI DSS 3.0 Gap Assessment

Central Florida Expressway Authority ("CFX") engaged Internal Audit to perform an assessment of its compliance with the Payment Card Industry ("PCI") Data Security Standard ("DSS") version 3.0. The key objective of the assessment was to provide CFX with an understanding of potential control design gaps between the current state environment and version 3.0 requirements and recommended steps to achieve compliance with the new version of the standard.

RECOMMENDATION


Protiviti requests the Board approve the audit committee recommendation for the PCI DSS 3.0 Gap Assessment.

CONSENT AGENDA ITEM

#15



MEMORANDUM

TO: Central Florida Expressway Authority Board Members CLIENT-MATTER NO.: 19125.0088
FROM: David A. Shontz, Esq., Right-of-Way Counsel 
DATE: November 16, 2015
RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 174
Proposed Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board of a proposed settlement between Jackie D. Martin and Debora F. Martin, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 174 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

DESCRIPTION AND BACKGROUND

Parcel 174 is the fee simple acquisition of 0.839 acres, more or less, taken as limited access right-of-way from property located on the west side of Plymouth Sorrento Road in Apopka, Orange County, Florida. The remainder property is 2.169 acres, more or less, and includes a 1,176 square foot, one-story, 3-bedroom, 1-bath single family residence constructed in approximately 1960 which is the homestead of Mr. and Mrs. Martin.

The Property is zoned A-1, Citrus Rural District (Agricultural) by Orange County, with a Future Land Use designation of Rural/Agricultural by Orange County.

Site improvements include a shell/dirt drive; a well, pump and septic system; a wood frame shed and lean-to; an 8-foot metal gate; field wire fencing; and barbed wire fencing. In the after, the residence will sit back approximately 870 feet from the limited access right-of-way, and is not included in the taking.

The CFX's appraisal of the property was prepared by David K. Hall, ASA, of Bullard, Hall & Adams, Inc. Mr. Hall estimated the value of the taking to be \$49,000 on July 10, 2014, the date when title transferred to the CFX. Comparable land sales of \$25,416 to \$30,021 were

utilized by Mr. Hall in his analysis. Mr. Hall opined the subject property value is \$30,000 per acre. Thus the land value of the subject property is \$25,200. Additionally, improvements within the taking consisting of 361 linear feet of 4-foot field fencing on wood posts with one strand of barbed wire, 92 linear feet of 3-strand barbed wire fencing on wood posts, and an 8-foot metal gate are valued by Mr. Hall at \$3,600, based upon a cost estimate prepared by John Speer of Speer Construction, LLC.

Based upon the close proximity of the proposed Wekiva Parkway, Mr. Hall opined the remainder property was damaged by 30%, resulting in a per acre value of \$21,000 after the taking equating to \$19,600 for severance damages attributable to the remainder. Additionally, the fencing along the new right-of-way line will need to be re-established and connected to the existing fencing on the north boundary. Again, based upon a cost estimate provided by John Speer, Mr. Hall values the net cost to cure at \$600.

The property owners sought assistance in the valuation of the property from Rick Dreggors, however, he did not finalize an appraisal report. Mr. Bauerle argued for additional land value and increased severance damages due to the proximity of the parkway in the after condition. We have been able to reach a settlement with Mr. and Mrs. Martin through their attorney, Kurt Bauerle, in the amount of \$80,000, plus a reduced statutory attorney's fee and experts' fees totaling \$14,500.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of the proposed settlement in the amount of \$94,500, which is in the CFX's best interest. Settlement of the underlying claim and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 174.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$94,500 in full settlement of all claims for compensation in the acquisition of Parcel 174. The proposed settlement agreement was recommended by the Right-of-Way Committee at its November 20th meeting.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Invoice for appraisal services performed by Rick Dreggors

ORLDOCS 14361912 I

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'39" WEST ALONG SAID WEST LINE, A DISTANCE OF 800.07 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 800 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°27'56" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 361.64 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5939.58 FEET, A CHORD DISTANCE OF 100.20 FEET AND A CHORD BEARING OF SOUTH 04°11'17" EAST; THENCE DEPARTING SAID SOUTH LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°58'00", A DISTANCE OF 100.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 900 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN SOUTH 89°27'56" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 369.39 FEET TO ITS INTERSECTION WITH THE AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

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 0.839 ACRES, MORE OR LESS

NOTE:

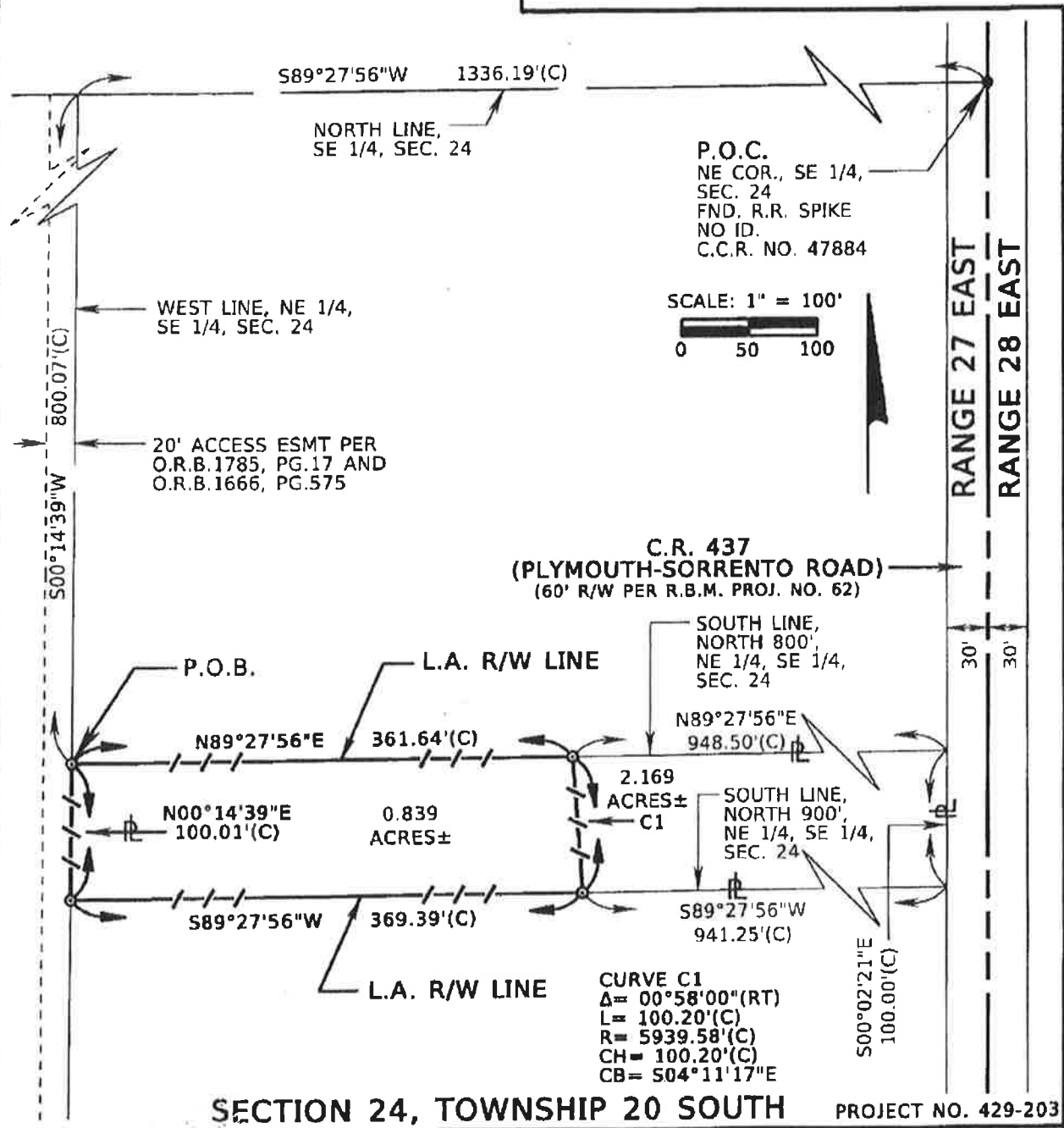
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2846819 DATED 11/05/2012.

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	I.	= ARC LENGTH	P.O.C.	= POINT OF COMMENCEMENT	TITF	= TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
CDR.	= CORNER	L.A.	= LIMITED ACCESS	PROJ.	= PROJECT	W	= WITH
(C)	= CALCULATED DISTANCE	LB	= LICENSED SURVEY BUSINESS	P.Y.	= POINT OF TANGENCY	+	= PROPERTY LINE
D.B.	= DEED BOOK	LT	= LEFT	(P)	= PLAT	Δ	= 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	Δ	= CHANGE IN DIRECTION
FND.	= FOUND	P.C.	= POINT OF CURVATURE	RT	= RIGHT	Δ	= 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	SEPTEMBER 16, 2013		SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 174 SCALE: N/A SHEET 1 OF 2
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WAHE			
BSA PROJECT NO.	FALL-11			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OR DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.022, FLORIDA STATUTES.

William E. Byrd 5/16/13
WILLIAM E. BYRD, C.S.M.
LICENSE NUMBER 5442
DATE

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) 843-5320
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
174

SCALE: 1"=100'

SHEET 2 OF 2

**PHOTOGRAPHS OF SUBJECT
PARCEL 174**



1. LOOKING NORTH AT THE FRONTAGE ALONG PLYMOUTH SORRENTO ROAD



2. LOOKING NORTHWEST AT THE RESIDENCE

Photographs Taken By:
David K. Hall
August 14, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 174**



3. LOOKING NORTHWEST AT THE STORAGE SHEDS



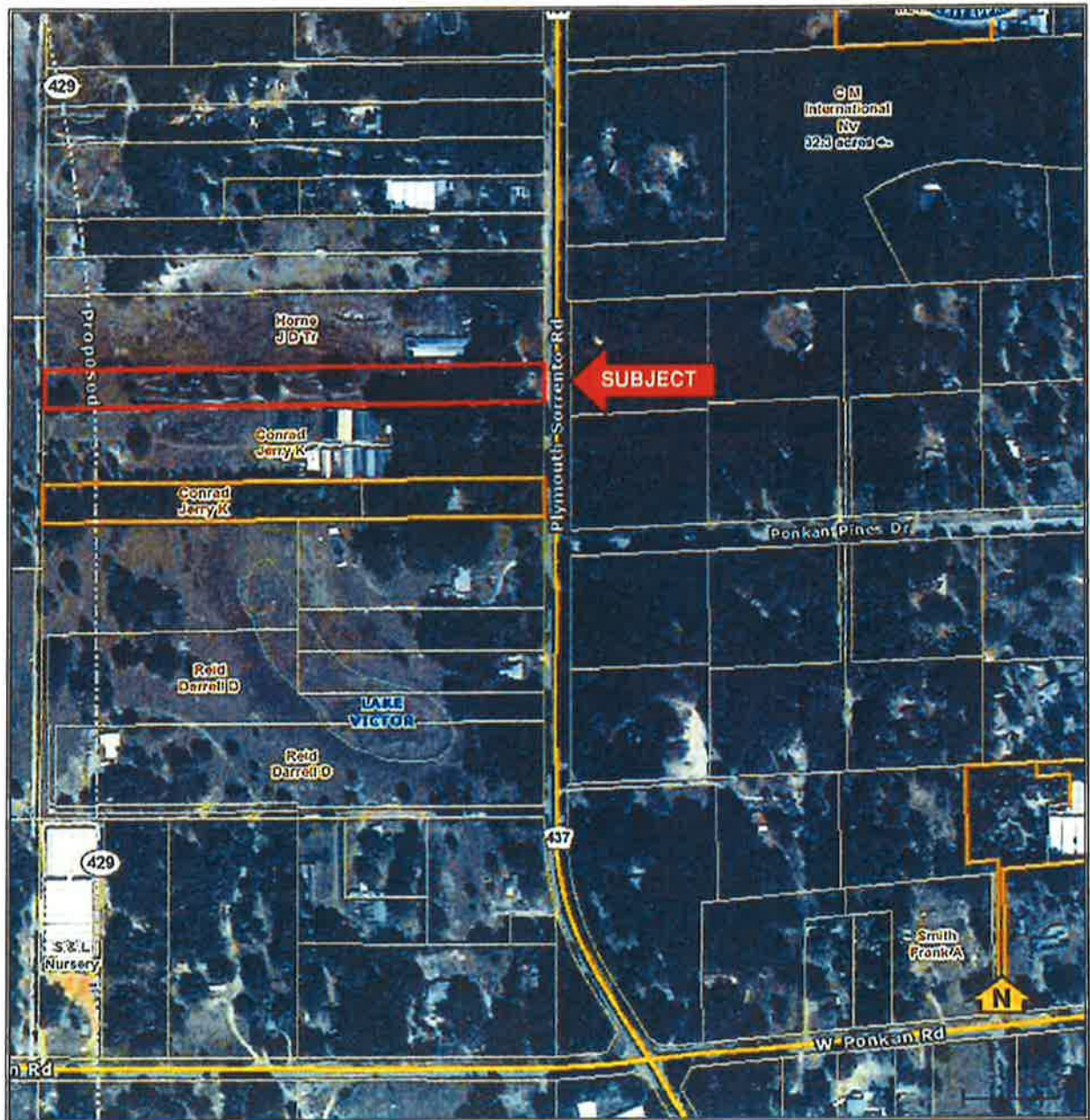
4. LOOKING WEST AT THE TAKING

Photographs Taken By:
Craig S. Adams
June 18, 2013

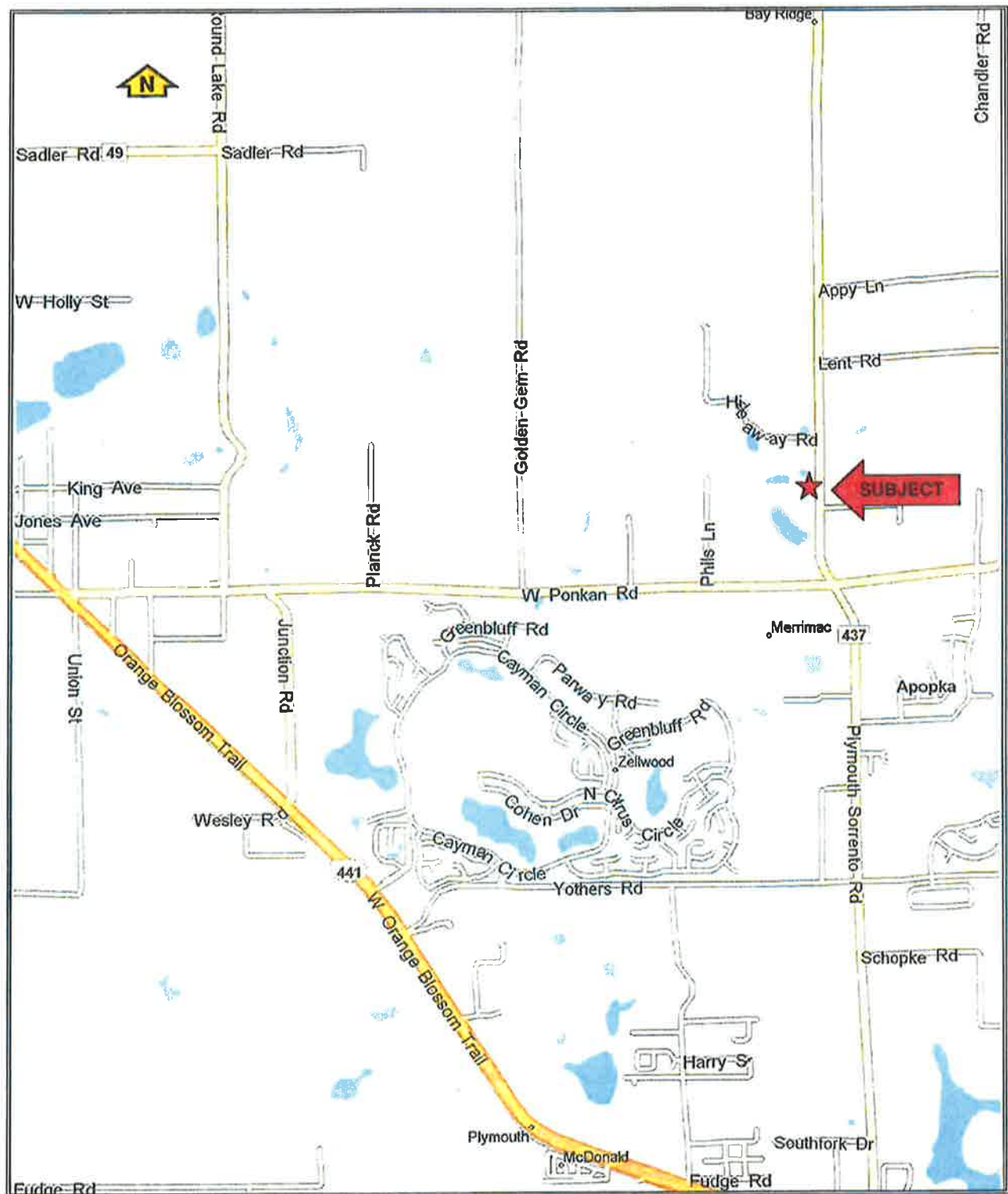
**PHOTOGRAPHS OF SUBJECT
PARCEL 174**



5. LOOKING WEST AT THE TAKING



**AERIAL PHOTO
PARCEL 174**



**SUBJECT LOCATION MAP
PARCEL 174**

Calhoun, Dreggors & Associates, Inc.
• Real Estate Appraisers & Consultants •

April 14, 2014

Kurt T. Bauerle, Esq.
c/o Harris, Harris, Bauerle & Sharma
1201 East Robinson Street
Orlando, FL 32801

RE: Owner: Martin
Parcel No.: 174
Project: Wekiva Parkway
County: Orange

INVOICE

Review O/OCEA report, land sales research, review/analysis of sales, meeting with owner's representative.

Researcher:	11.75 Hrs. x \$ 75/Hr. =	\$ 881
Eaton:	23.25 Hrs. x \$125/Hr. =	2,906
Dreggors:	6.00 Hrs. x \$225/Hr. =	<u>1,350</u>
Total		\$5,137

Thank you,

Richard C. Dreggors, GAA
President

RCD/smo

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393
affiliated with Calhoun, Collister & Parham, Inc. of Tampa

EXHIBIT "C"

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: November 17, 2015

**RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 122 (Randy and Mary Sparks) -
Approval of Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with Randy and Mary Sparks (the "Owners"), for the acquisition of Parcel 122 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") acquired Parcel 122 through a Stipulated Order of Taking entered on May 15, 2014.

DESCRIPTION and BACKGROUND:

Parcel 122 involves a partial taking from a 5.678 acre flag-shaped tract of land located along the south side of Yothers Road in unincorporated Orange County. CFX acquired 1.115 acres of land in fee simple. The property is used as a rural residential home site and is improved with a single-family residence. The property is accessed by a long, narrow driveway off Yothers Road. The taking basically acquires this driveway, and replaces it with a public roadway in order to provide access to the subject, as well as several other properties. In addition, traffic will be diverted temporarily from Yothers Road to Belgian Street while the Yothers Road bridge is constructed.

CFX's appraisal of the property was prepared by Christopher D. Starkey, MAI, of Integra Realty Resources – Orlando. Mr. Starkey performed several appraisals of the subject property because construction plans initially included a noise wall, but this wall was subsequently removed from the plans. His updated appraisal estimated that the amount of compensation owed to the landowner was \$92,400.00, based on the following analysis.

The Property is zoned A-1, Citrus Rural District, by Orange County. The subject is currently improved with a single-family residence that was constructed in 1993, containing 1,901 square feet of gross living area. In addition, site improvements related to the current residential

usage include fencing, a detached garage, septic tank and drain field, well, landscaping, and other associated residential improvements. Mr. Starkey concluded that the Property's highest and best use "as if vacant" would be for a single-family residential home site or agricultural use. The property "as improved" would have a highest and best use for the existing single-family residential use.

To determine land value, Mr. Starkey used the Sales Comparison Approach and considered four vacant land sales ranging from \$24,000 per acre to \$47,000 per acre. Mr. Starkey ultimately reconciled on a value of \$27,000.00 per acre. This resulted in a finding of \$153,300.00 for the total land value of the subject property, and a compensation claim of **\$30,100.00** for the value of the land taken (\$27,000 per acre x 1.115 acres).

Mr. Starkey used the cost approach and the comparable sales approach to determine the value of the subject "as improved." These approaches resulted in a contributory value of \$166,700 for the improvements, and an ultimate value of \$334,000 for the total value of the parent tract.

The most significant issue in this case is the degree to which the remainder property will be affected by the taking. The proposed acquisition will reduce the subject parent tract from 5.678 acres to 4.563 acres. More significantly, the taking will eliminate the landowner's private access driveway with a public roadway that will not only serve the subject parcel, but other properties in the vicinity. The alleged loss of privacy and increased traffic, noise, lights, and diminished rural character allegedly diminishes the value of the property by about 20%. This created severance damages in the amount of **\$58,300.00**.

In addition, Mr. Starkey appraised the value of the improvements located within the area of take. These improvements included landscaping and the access road, and were estimated to be worth **\$4,000.00**.

This results in a total compensation estimate for Parcel 122 of \$92,400.00, as summarized below:

CFX Valuation of Parcel 122

Value of Parent Tract	\$334,000.00
Land taken (1.115 acres)	\$ 30,100.00
Improvements	\$ 4,000.00
Severance Damage (10%)	\$ 58,300.00
Total Compensation	\$ 92,400.00

The Owners, Mr. and Mrs. Sparks, retained the legal services of Andrew Brigham, Esquire, and the appraisal services of Matthew P. Ray, MAI of Cantrell Ray Real Estate, LLC. Mr. Ray

consulted with land planner Sue Murphy of P & M Consulting Group, Inc., and engineer Reginald Mesimer, P.E. of Mesimer and Associates, Inc., to assist in the highest and best use analysis and to identify damages that result from the taking.

Mr. Ray's appraisal opinion was similar to Mr. Starkey's regarding land value (\$44,600 for the part taken) and improvement value (\$6,105.00 for improvements within the area of taking). The significant issue on which the appraisers differed related to severance damages. Mr. Ray concluded that the property was damaged by 40%, or \$131,718.00. He then determined that these damages could be partially cured by the construction of a noise wall for \$38,800.00, and this would reduce severance damages to 25%, or \$82,324. Mr. Ray's valuation conclusions are summarized as follows:

Landowner Valuation of Parcel 122

Value of Parent Tract	\$380,000.00
Land taken (1.115 acres)	\$ 44,600.00
Improvements	\$ 6,105.00
Severance Damage plus cure	\$121,124.00
Total Compensation	\$171,829.00

SETTLEMENT PROPOSAL:

The parties have been participating in settlement negotiations and have reached a proposed agreement for the acquisition of Parcel 122 and expert fees and costs. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

Total Settlement Proposal for Parcel 122

Landowners (Randy and Mary Sparks):	\$132,700.00
<u>Expert Fees and Attorneys Fees</u>	(Not to Exceed) \$ 64,627.00
Total	(Not to exceed) \$197,327.00

In sum, CFX would pay compensation to the Owners, Randy and Mary Sparks, in the amount of \$132,700.00, less its good faith deposit of \$34,100.00, leaving a remaining balance of **\$98,600**. In addition, CFX would pay statutory attorneys' fees and expert fees in an amount not to exceed \$64,627.00. As mediation was completed on the evening of November 4, 2015 (the same day as this Right of Way Committee's agenda deadline), all expert invoices and amounts were not available for inclusion in this memorandum, so a cap was negotiated to set the upper limits for outstanding fees and costs.

Under the proposed settlement, CFX will not be responsible for constructing a wall, which is an estimated savings of \$38,800.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney 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*. 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 fees and expert fees and costs.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the November 18, 2015 meeting. We respectfully request CFX Board approval of the proposed settlement in the amount of \$197,327.00 in full settlement of all claims for compensation for the acquisition of Parcel 122.

ATTACHMENTS:

Exhibit A - Sketch of Subject Property.

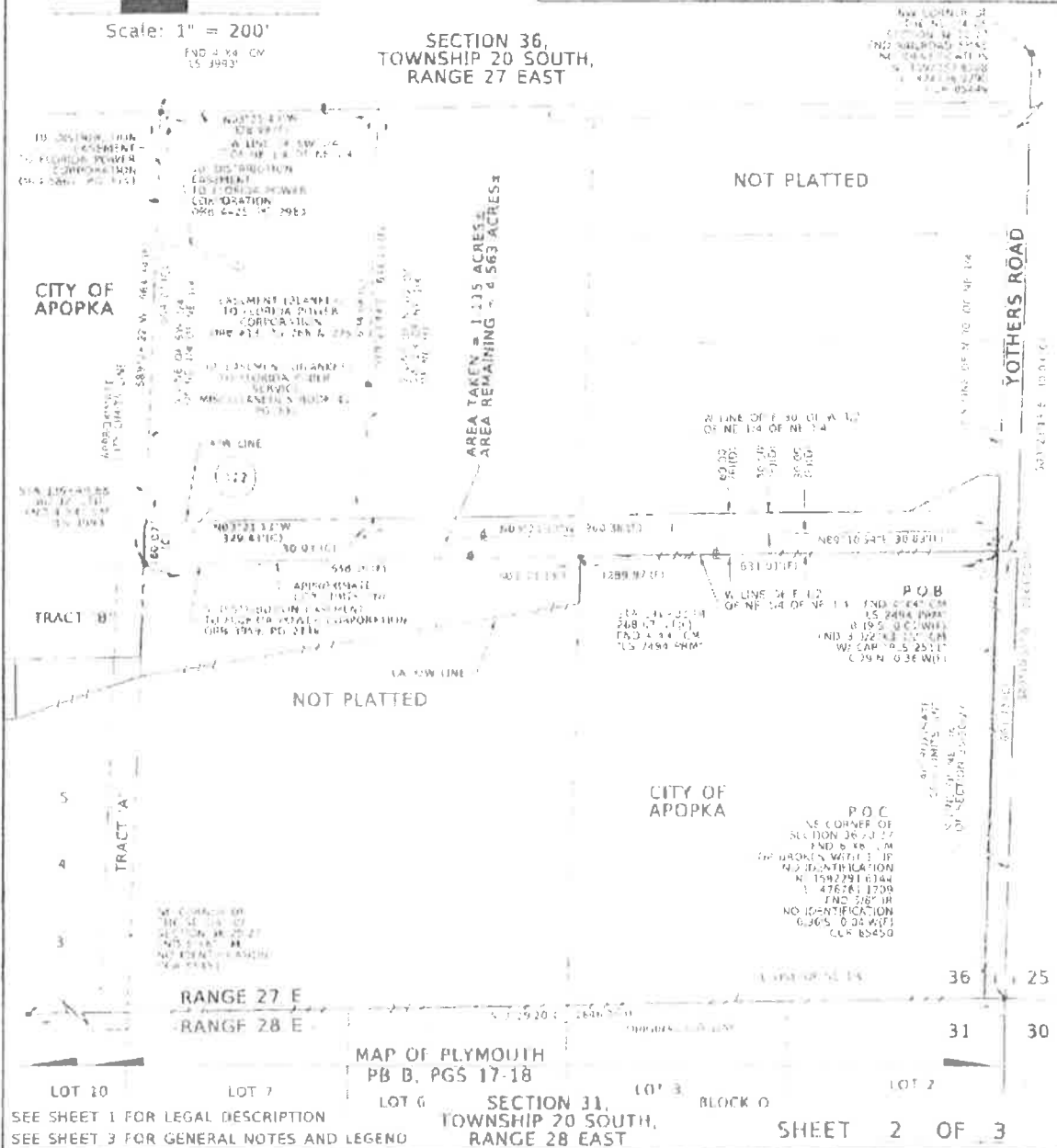
SKETCH OF DESCRIPTION



Scale: 1" = 200'

END 4 X 4 CM
15 1993

SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

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. 122



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE (407) 660-2322 FAX 660-8221

LAND SURVEYOR BUSINESS LICENSE NO. 8516

Exhibit "A"

CONSENT AGENDA ITEM

#17

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 HAO
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: November 17, 2015

**RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 123 (David Cipollone) -
Approval of Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with David Cipollone (the "Owner"), for the acquisition of Parcel 123 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") acquired Parcel 123 through a Stipulated Order of Taking entered on May 15, 2014.

DESCRIPTION and BACKGROUND:

Parcel 123 involves a partial taking from a 5.185 acre flag-shaped tract of land located along the south side of Yothers Road in unincorporated Orange County. CFX acquired 0.661 acres of land in fee simple. The property is used as a rural residential home site and is improved with a single-family residence. The property is accessed by a long, narrow driveway off Yothers Road. The taking basically acquires this driveway, and replaces it with a public roadway in order to provide access to the subject, as well as several other properties. In addition, traffic will be diverted temporarily from Yothers Road to Belgian street while the Yothers Road bridge is constructed.

CFX's appraisal of the property was prepared by Christopher D. Starkey, MAI, of Integra Realty Resources – Orlando. Mr. Starkey performed several appraisals of the subject property because construction plans initially included a noise wall, however this wall was subsequently removed from the plans. His revised appraisal estimated that the amount of compensation owed to the landowner was \$44,400.00, based on the following analysis.

The Property is zoned A-1, Citrus Rural District, by Orange County. The subject is currently improved with a single-family residence that was constructed in 1990, containing 1,718 square feet of gross living area. In addition, site improvements related to the current residential

usage include fencing, a detached covered pole structure, storage building, a septic tank and drain field, well, landscaping, and other associated residential improvements. Mr. Starkey concluded that the Property's highest and best use "as if vacant" would be for a single-family residential home site or agricultural use. The property "as improved" would have a highest and best use for the existing single-family residential use.

To determine land value, Mr. Starkey used the Sales Comparison Approach and considered four vacant land sales ranging from \$24,000 per acre to \$47,000 per acre. Mr. Starkey ultimately reconciled on a value of \$27,000.00 per acre. This resulted in a finding of \$140,265.00 for the total land value of the subject property, and a compensation claim of **\$17,850.00** for the value of the land taken (\$27,000 per acre x .661 acres).

Mr. Starkey used the cost approach and the comparable sales approach to determine the value of the subject "as improved." These approaches resulted in a contributory value of \$79,700 for the improvements, and an ultimate value of \$220,000 for the total value of the parent tract.

The most significant issue in this case is the degree to which the remainder property will be affected by the taking. The proposed acquisition will reduce the subject parent tract from 5.185 acres to 4.534 acres. More significantly, the taking will eliminate the landowner's private access driveway with a public roadway that will not only serve the subject parcel, but other properties in the vicinity. The alleged loss of privacy and increased traffic, noise, lights, and diminished rural character allegedly diminishes the value of the property by 10%. This created severance damages in the amount of **\$18,250.00**.

In addition, Mr. Starkey appraised the value of the improvements located within the area of take. These improvements included landscaping and the access road, and were estimated to be worth **\$8,000.00**. Mr. Starkey also determined that a cost to cure was needed for **\$300.00** to replace a field gate.

The above analysis results in a total compensation estimate for Parcel 123 of \$44,400.00, as summarized below:

CFX Valuation of Parcel 123

Value of Parent Tract	\$220,000.00
Land taken (0.661 acres)	\$ 17,850.00
Improvements	\$ 8,000.00
Severance Damage (10%)	\$ 25,850.00
Total Compensation	\$ 44,400.00

The Owner, David Cipollone, retained the legal services of Andrew Brigham, Esquire, and

the appraisal services of Matthew P. Ray, MAI of Cantrell Ray Real Estate, LLC. Mr. Ray consulted with land planner Sue Murphy of P & M Consulting Group, Inc., and engineer Reginald Mesimer, P.E. of Mesimer and Associates, Inc., to assist in the highest and best use analysis and to identify damages that result from the taking.

Mr. Ray's appraisal opinion was similar to Mr. Starkey's regarding land value (\$26,440 for the part taken) and improvement value (\$10,345.00 for improvements within the area of taking). The significant issue on which the appraisers differed related to severance damages. Mr. Ray concluded that the property was damaged by 50%, or \$118,320. He then determined that these damages could be partially cured by the construction of a noise wall for \$38,800.00, and this would reduce severance damages to 30%, or \$70,992. Mr. Ray's valuation conclusions are summarized as follows:

Landowner Valuation of Parcel 123

Value of Parent Tract	\$ 273,426.00
Land taken (.661 acres)	\$ 26,440.00
Improvements w/in taking	\$ 10,345.00
Severance Damage plus cure	\$ 109,792.00
Total Compensation	\$ 146,577.00

SETTLEMENT PROPOSAL:

The parties have been participating in settlement negotiations and have reached a proposed agreement for the acquisition of Parcel 123 and expert fees and costs. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

Total Settlement Proposal for Parcel 123

Landowner (David Cipollone):	\$110,000.00
<u>Expert Fees and Attorneys Fees</u>	<u>(Not to Exceed) \$ 58,314.00</u>
Total	(Not to exceed) \$168,314.00

In sum, CFX would pay compensation to the Owner, David Cipollone, in the amount of \$110,000.00, less its good faith deposit of \$26,150.00, leaving a remaining balance of \$83,850.00. In addition, CFX would pay statutory attorney fees and expert fees in an amount not to exceed \$58,314.00. As mediation was completed on the evening of November 4, 2015 (the same day of this Right of Way Committee's agenda deadline), all expert invoices and amounts were not available for inclusion in this memorandum, so a cap was negotiated to set the upper limit for outstanding fees and costs.

Under the proposed settlement, CFX will not be responsible for constructing a wall, which is an estimated savings of \$38,800.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney 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*. 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 owners' attorney fees and expert fees and costs.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the November 18, 2015 meeting. We respectfully recommend CFX Board approval of the proposed settlement in the amount of \$168,314.00 in full settlement of all claims for compensation for the acquisition of Parcel 123.

ATTACHMENTS:

Exhibit A - Sketch of Subject Property

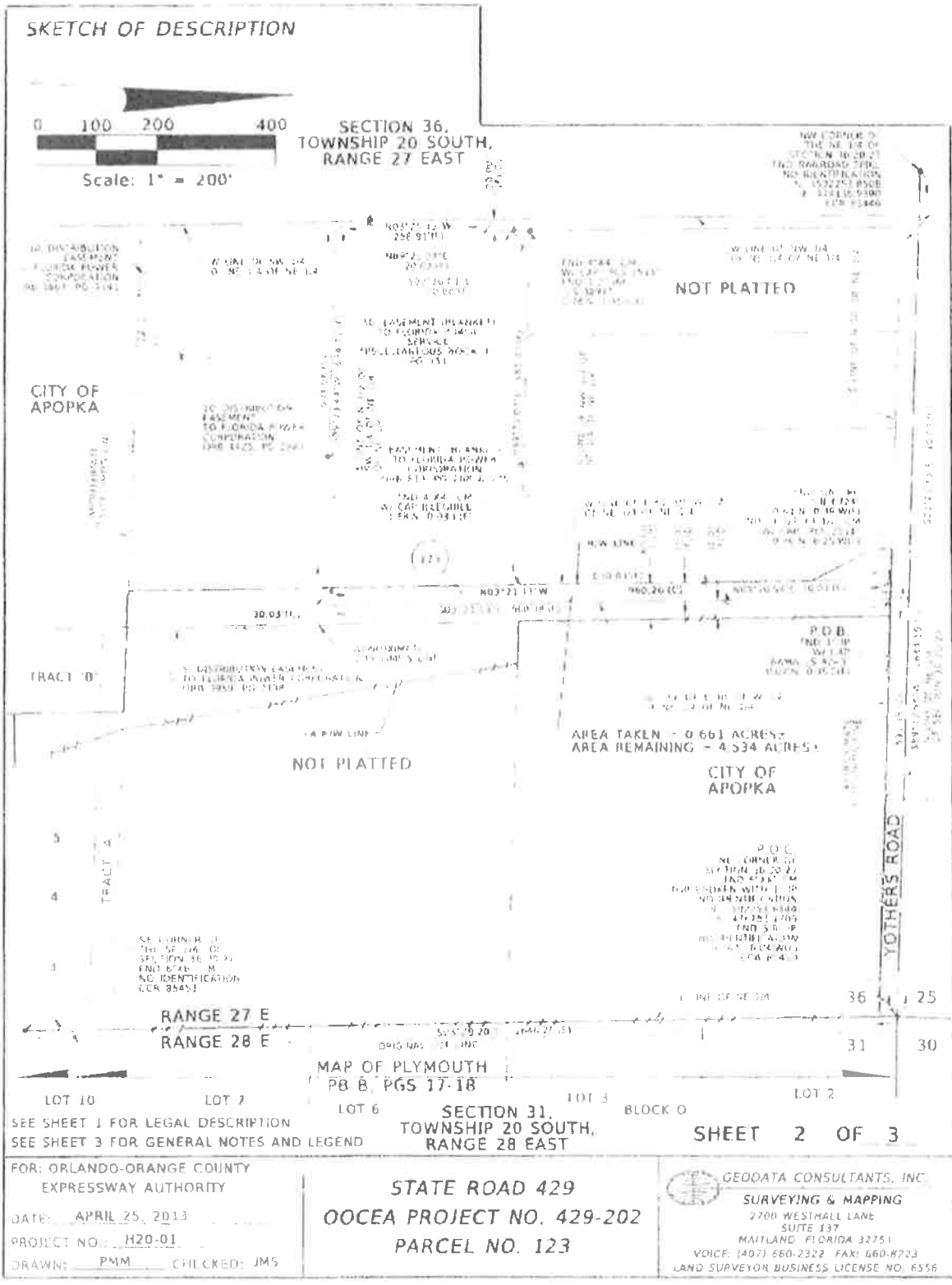


Exhibit "A"


CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: November 17, 2015

RE: *Central Florida Expressway Authority v. Orange County Florida, et al.*
Case No. 2014-006798-O, Project: 429-202, Parcel 150
Owner: Orange County Florida
Area: South and West Sides of Plymouth Oaks Road, West of Plymouth Sorrento
Size of Parent Tract: 51.47 acres; Amount Taken: 35.38 +/- acres
Proposed Settlement Agreement

DESCRIPTION OF PARCEL 150

Parcel 150 is a 35.38-acre taking from a 51.47-acre parent tract that Orange County acquired in 1944 and used as a clay pit. The parent tract is west of Plymouth Sorrento Road, south of Ponkan Road, and located on the west and south sides of Plymouth Oaks Road. The two remainders total 16.09 acres. The tax map and aerials of the property are attached as **Exhibit A**. The parent tract is improved with groundwater monitoring wells and perimeter chain link fencing. There are depressions in the northwest and southwest areas. A Level II Contamination Impact Assessment, prepared by Geotechnical and Environmental Consultants, Inc., revealed evidence of buried debris at several locations, consisting mostly of concrete and asphalt rubble.

On August 18, 2014, CFX acquired title to Parcel 150 through a deposit made pursuant to an Order of Taking. The property is currently zoned as A-1, Citrus Rural Agricultural, with a future land use of Rural (R). The remainder is encumbered with three easements granted to Florida Power Corporation. The highest and best use of the property is low density residential. Walter N. Carpenter, Jr., MAI, CRE, appraised the property and concluded that full compensation was the sum of the following:

Land (35.38 acres @ \$15,000/acre)	\$530,700
Improvements (528ll lf of fence)	3,900
Severance Damages (10%)	26,300
Total	\$560,900

COUNTEROFFER FROM ORANGE COUNTY, FLORIDA

Recently, Orange County, through Edward Chew, Senior Assistant County Attorney, countered at \$20,000 per acre for a total of **\$739,800**. In the spirit of cooperation, Orange

Project: 429-202, Parcel 150
Owner: Orange County, Florida

County made the counteroffer without ordering an appraisal report and without incurring the expense of expert fees and costs.

RECOMMENDATION

We request the Board approve the Right of Way Committee's recommendation to accept Orange County's counteroffer in the amount of \$739,800.

ATTACHMENTS

Maps
Aerial

11

[illegible]

13

Approximate Representation
Source: Orange County Property Appraiser

PARCEL NO.: 150
OWNER: ORANGE COUNTY
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-202
CITY/COUNTY: ORANGE

14

AERIAL PHOTOGRAPH



Approximate Representation
Source: Orange County Property Appraiser

CONSENT AGENDA ITEM

#19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Glenn Pressimone, Director of Engineering
Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: November 17, 2015

RE: State Road 528 Airport Plaza Demolition and Ramp Plaza Construction Project
Property Access License Agreement with the Greater Orlando Aviation Authority

To improve safety and efficiency, CFX is in the process of removing the SR 528 (also known as the Martin B. Andersen Beachline Expressway) Airport Mainline Plaza. The toll currently collected at this plaza will be collected at the existing SR 528 West Main Plaza and at four (4) new ramp plazas. The new ramp plazas will feature both exact change and dedicated E-PASS lanes. Two (2) ramp gantries providing an electronic toll rebate will also be constructed.

As part of the project, CFX needs permission to enter upon GOAA property for the purpose of temporarily relocating a portion of North Frontage Road and using the relocated roadway for maintenance of traffic during construction.

CFX staff has worked in conjunction with GOAA to prepare the attached License Agreement. The term is only one hundred eighty (180) days or until June 30, 2016, unless terminated sooner.

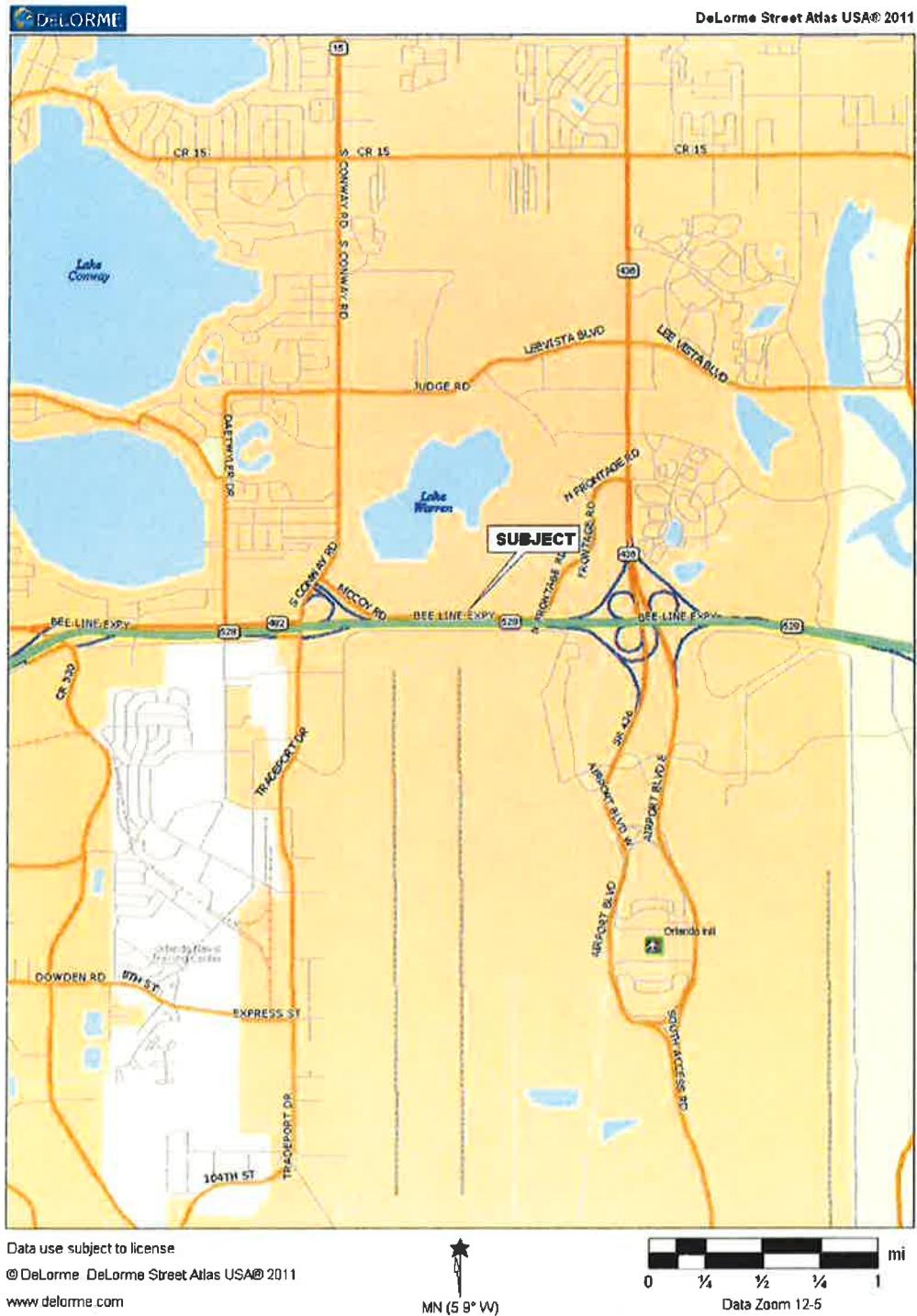
RECOMMENDATION

We request the Board approve the attached Property Access License Agreement with the Greater Orlando Aviation Authority for a period of one hundred eighty (180) days or until June 30, 2016.

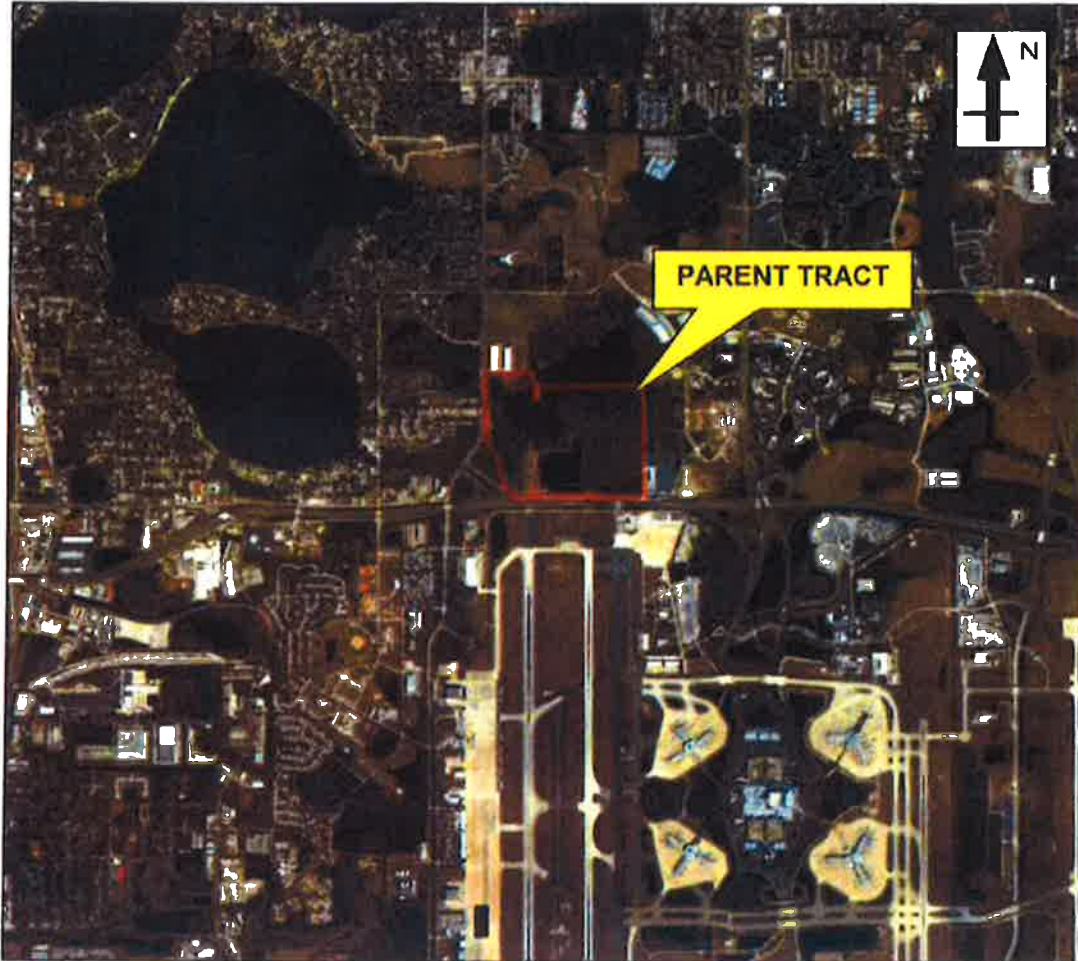
ATTACHMENTS

Map
Aerial
Property Access License Agreement

LOCATION MAP



GOAA LAND CONSISTING OF
PERMANENT EASEMENTS – PARCEL 101 (2.176 AC) AND PARCEL 801 (1.371 AC)
ORLANDO, ORANGE COUNTY, FLORIDA



Approximate Representation
Source: Orange County Property Appraiser

ORLANDO INTERNATIONAL AIRPORT

PROPERTY ACCESS LICENSE AGREEMENT

THIS PROPERTY ACCESS LICENSE AGREEMENT ("License") is made and entered into as of the ____ day of _____, 2015, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public body corporate and politic with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA") and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 ("CFX"). GOAA and CFX, are sometimes collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the "Act"), as an independent special district and agency of the City of Orlando, Florida; and

WHEREAS, the City of Orlando, a Florida municipal corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801 is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 3.547 acres, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"), and

WHEREAS, GOAA occupies, controls, and operates the Property pursuant to that certain Amended and Restated Operation and Use Agreement by and between GOAA and City, effective October 1, 2015, (the "Operating Agreement"); and

WHEREAS, CFX is undertaking the widening and improvement of S.R. 528 (a/k/a the Martin Andersen Beachline) ("Project") (also known as CFX Project 528-405), including, without limitation, the construction, installation, removal and relocation of roads, toll facilities, swales, wires, conduits, utilities and other improvements and appurtenances thereto along S.R. 528; and

WHEREAS, CFX's Project timing requires CFX to enter onto the Property to allow use of the Project by the general public and, due to such Project timing, GOAA desires to grant CFX the right and license of entry upon such portions of the Property as may be necessary for maintenance of traffic for the Project for a one hundred eighty (180) day period; and

STATE ROAD 528 / BEACHLINE
CFX PROJECT 528-405

WHEREAS, CFX was created by Part III, Chapter 348, Florida Statutes to construct, hold, improve, maintain and operate a road network in Orange, Seminole, Lake and Osceola Counties, Florida, known as the Central Florida Expressway Authority system; and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by CFX to GOAA, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, CFX and GOAA hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Term. The term of this License is defined as a one hundred eighty (180) day period (the "Term") beginning on the date that is ten (10) days after written notice is provided from CFX to GOAA and shall expire on the earlier of (1) the one hundred eighty (180) day period or (2) June 30, 2016, unless sooner terminated in accordance with the terms and provisions hereof.

3. Grant of Right of Entry for the Property. It is acknowledged and agreed by the Parties that CFX's Project timing requires CFX to enter onto the Property for use as maintenance of traffic. By execution of this License, GOAA hereby grants to CFX, its employees, agents, engineers, contractors, assigns, and other representatives, and the general public lawfully utilizing McCoy Road or S.R 528 / the Beachline, for the Term and subject to the other terms and conditions herein set forth, a non-exclusive right and license to enter upon, over, under, and through the Property as may be necessary or desirable for the Project and related infrastructure for the sole purpose of maintenance of traffic for the Project. The right of entry shall specifically include construction, installation, preparation of the road for use by the general public (such as pavement markings), maintenance, and removal of pavement and other improvements. The right of entry shall specifically exclude the right to enter upon, over, under, and through the Property for the purposes of excavation, grading, clearing, grubbing, relocating utilities (including the removal and installation thereof by such utility providers), storage of materials and equipment, other than as necessary to remove the improvements. Upon expiration of the Term, the Property shall be blocked and traffic redirected to the existing McCoy Road, the roadway surface removed and the area returned its pre-construction condition including sod. The written notice required in Section 2 shall also provide proof of insurance as required below. This License and the attendant privileges granted hereby may be revoked by GOAA upon default by CFX hereunder and delivery of written notice to CFX; provided, however, that CFX's obligations to indemnify GOAA as set forth herein shall survive such revocation. Upon termination or expiration of this License agreement, CFX, at its sole cost and expense, shall vacate the Property and promptly remove any and all property placed thereon by or on behalf of CFX during the

Term and restore any damage or disturbance to the Property caused by CFX during the Term.

4. Indemnification. Subject to the limitations in Section 768.28, Florida Statutes and law, CFX shall indemnify, defend and hold completely harmless GOAA and the members (including, without limitation, all members of the governing board of GOAA, and its advisory committees), officers, agents and employees (the "Indemnified Parties") from and against any and all third-party claims, suits or demands resulting in judgments, losses, costs, fines, penalties, damages, liabilities (including without limitation statutory liability, liability under Worker's Compensation Laws and liability related to environmental issues), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorney's Fees) (collectively, "Claims") which are actually incurred by, charged to or recovered from any of the Indemnified Parties and which arise on the Property (1) out of the use, occupancy or maintenance of the Property, including any improvement thereto or (2) in connection with any of CFX's rights and obligations contained in this License, including, but not limited to, any and all Claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises out of the use, occupancy, or maintenance of the Property on the part of CFX or its officers, partners, employees, agents, contractors, or subcontractors regardless of where the damage, injury or death occurred, unless any such Claim was caused solely by (A) the negligence, gross negligence or willful misconduct of any Indemnified Party or by (B) the joint negligence, gross negligence or willful misconduct of any Indemnified Party and any person other than CFX or CFX's officers, partners, employees, agents, contractors, or subcontractors.

GOAA shall give CFX reasonable notice of any Claim for which indemnification will be sought under this Section 4., allow CFX or its insurer to compromise and defend the same to the extent of its interests (subject to GOAA's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. GOAA's failure to promptly notify CFX of a Claim will not act as or constitute a waiver of any rights of GOAA under this License, except to the extent that CFX is prejudiced as a result of such failure. In carrying out its obligations under this Section 4., CFX shall use counsel reasonably acceptable to GOAA. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) the CFX's duty to indemnify, defend and hold the Indemnified Parties harmless hereunder shall not make the CFX liable for any Claims for which GOAA or any Indemnified Party is immune pursuant to applicable law, including section 768.28, Fla. Stat., or the then current version of same, (ii) nothing in this Section 4. shall be construed as a waiver or attempted waiver by GOAA or any Indemnified Party of its sovereign immunity under applicable law and (iii) in no event shall the requirements of this Section 4. be construed to provide an independent legal basis to hold the CFX or an Indemnified Party liable to any other person or entity for any damages, whether direct, indirect, punitive, special or consequential damages (including, but not limited to, loss of profits, interest or earnings).

5. Insurance. The following insurance is required under this Agreement:

a. General Liability Insurance. On or before providing the written notice above and during the entire Term, CFX or its general contractor for the Project (the "Contractor") shall obtain and maintain, at its sole cost and expense, commercial general liability insurance, a per occurrence basis, under one or more policies covering CFX and, by endorsement, the Additional Insureds (as hereinafter defined) against loss or liability in connection with bodily injury, personal injury, death, or property damage occurring on or about the Property caused in whole or in part by or through CFX or its employees, agents, contractors, or subcontractors made in connection with CFX's use of the Property, or any part thereof, or CFX's construction, operation, or maintenance of the Project. For the purposes of this Section 5, the "Additional Insureds" shall mean GOAA, and its members (including, without limitation, all members of the governing board of GOAA, and its advisory committees), officers, agents and employees. During the Term, CFX's Contractor's commercial general liability insurance coverage shall be in an amount of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, death and property damage, which limit may be provided by a combination of primary and excess/umbrella coverage. The commercial general liability coverage, shall not exclude, or restrict coverage, on the basis that construction, demolition or other operations are in connection with traffic operations, or in some proximity to, any easement or property or affecting road.

The foregoing policy or policies under which such commercial general liability coverage is provided by CFX or its Contractor may include a deductible or self-insured retention not in excess of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) on the condition that:

i. During any time period that a commercial general liability insurance policy required hereunder is in effect, it shall explicitly provide that, notwithstanding the applicability of any deductible or self-insured retention to the coverage for any other person or organization, no such deductible or self-insured retention shall apply to the coverage applicable to the Additional Insureds and, further, that the failure by any other person or organization to pay any of the deductible or self-insured retention shall not in any way diminish the coverage provided to the Additional Insureds. Upon request by GOAA, CFX or its Contractor will provide assurance to GOAA's reasonable satisfaction that the self-insurance arrangements adequately protect GOAA against liability for bodily injury, personal injury, death and property damage.

b. Additional Insurance. CFX shall require its Contractor to maintain any additional insurance policies as required by GOAA's Risk Management/Safety policies and procedures contained in the GOAA's Policy and Procedure Manual, such required insurance coverage to be maintained with insurance companies that are insurers of recognized reputation. CFX shall cause its contractors,

subcontractors, and agents accessing the Property to maintain insurance coverage in accordance with this License and GOAA's Risk Management/Safety policies and procedures contained in the GOAA's Policy and Procedure Manual.

c. Required Insurance Primary and Noncontributory. The insurance required to be carried herein shall be on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Additional Insureds.

d. Required Insurance Additional Remedy. Compliance with the insurance requirements of this License shall not limit the liability of CFX to any Additional Insured. Any remedy provided to an Additional Insured by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement (including CFX's indemnity obligations), or otherwise.

e. Qualification of Insurers. All insurance policies required by this Section 5. shall be on forms reasonably acceptable to GOAA and shall be issued by insurance companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Section 626.918, Fla. Stat., or with respect only to Workers' Compensation Insurance, authorized as a group self-insurer pursuant to Section 440.572, Fla. Stat., which has been in continuous operation in the State of Florida for five (5) years or more or authorized as a commercial self-insurance fund pursuant to Section 624.462, Fla. Stat., which has been in continuous operation in the State of Florida for five (5) years or more. In addition, such insurers other than those authorized by Section 440.572 F.S. (individual self-insurers) or Section 624.462, Fla. Stat. (commercial self-insurance funds), shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to the most recent edition of "Best's Key Rating Guide" for insurance companies.

f. Evidence of Insurance. CFX or its Contractor shall furnish to GOAA, together with the written notice required by Section 2, and thereafter before the expiration of each policy, true and correct certificates of insurance, using the appropriate ACORD form of certificate or its equivalent, and the necessary endorsements that are required to evidence the coverages required under this Section 5. with a copy of each policy, if requested by GOAA (with the exception of workers' compensation insurance and professional liability insurance on account of which the Additional Insureds shall not be additional insureds). Such certificates shall provide that should any policies described therein be cancelled before the expiration date thereof, notice will be delivered to the certificate holder by the insurer in accordance with the policy provisions regarding same. Further, CFX agrees that the insurance coverage required from the CFX hereunder shall not be terminated or modified in any material way without twenty (20) days advance written notice from CFX to GOAA and that CFX shall require the Contractors performing the foregoing work for or on behalf of CFX to provide CFX and GOAA with renewal or replacement evidence of insurance at least twenty (20) days prior to the expiration or termination of such insurance.

g. In the event CFX shall fail to procure insurance required under this Section or fail to maintain the same in full force and effect continuously during the Term or fail to meet its obligations with respect to any deductible or self-insured retention amount under this Agreement, GOAA shall be entitled, after thirty (30) days prior written notice to CFX of CFX's default hereunder and CFX's failure to cure such default within said thirty (30) days, to require CFX to immediately discontinue all use of the Property until CFX has provided GOAA reasonably satisfactory evidence that the required insurance has been obtained and the other obligations of CFX under this section have been met. No cessation of construction or operations required by GOAA under this section shall relieve CFX of any of its other obligations under this Agreement.

6. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Executive Director

Copy to: MARCHENA AND GRAHAM, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

7. General Provisions. This License may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. This License 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. No amendment to this License shall be

binding upon any of the parties hereto unless such amendment is in writing and executed by GOAA and CFX. The provisions of this License 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 License. Wherever under the terms and provisions of this License the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This License shall be interpreted under the laws of the State of Florida. The undersigned officer of CFX hereby further warrants and certifies to GOAA that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this License by his or her signature thereto. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the appropriate court situated in Orange County, Florida.

8. Severability. This License 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 License 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 License, 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.

9. Waiver of Jury Trial. THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS LICENSE AGREEMENT.

[SIGNATURE PAGES FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

"GOAA"
GREATER ORLANDO AVIATION
AUTHORITY

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Executive Director

Date: _____, 2015

APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 2015, for the use and
reliance by the GREATER ORLANDO
AVIATION AUTHORITY, only.
Marchena and Graham, P.A., Counsel.

By: _____
Marchena and Graham, P.A.

"CFX"
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a body politic and
Corporate, and an agency of the state, under
the laws of the State of Florida

ATTEST:

Darleen Mazzillo, Executive Secretary

By: _____
Laura Kelly, Executive Director

Date: _____, 2015

APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 2015, for the use and
reliance by the CENTRAL FLORIDA
EXPRESSWAY AUTHORITY only.

By: _____
Print: _____
Date: _____, 2015

STATE ROAD 528 / BEACHLINE
CFX PROJECT 528-405

EXHIBIT "A"
(the "Property")

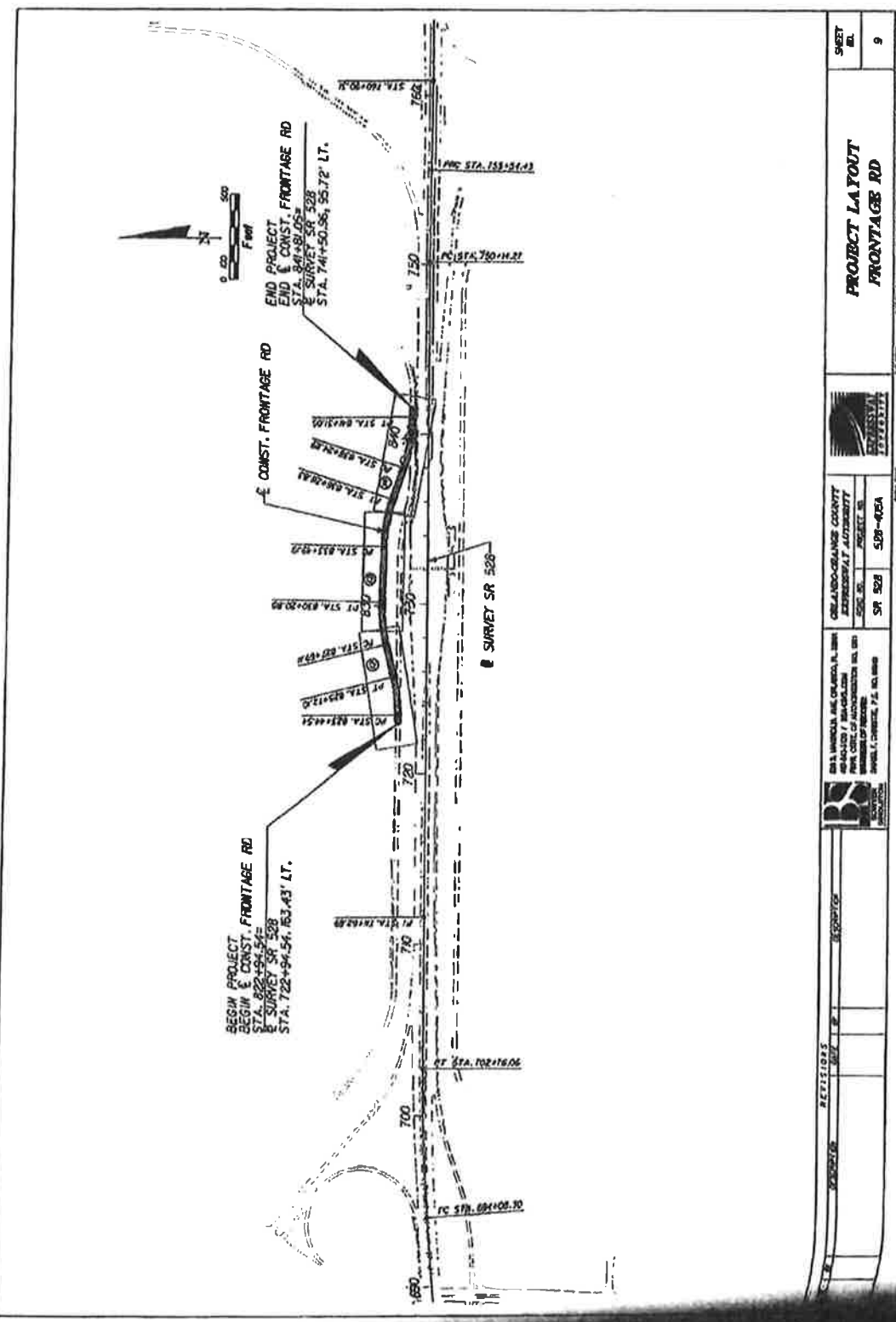


EXHIBIT A

PROJECT LAYOUT FRONTAGE RD		SHEET BL.	9
		ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY SR 528 PROJECT NO. 528-00A	
		JAMES L. HARRIS, P.E. PROFESSIONAL ENGINEER NO. 12345 STATE OF FLORIDA	
REVISIONS NO. 1 DATE 10/10/00 DESCRIPTION 1.000		SCALE 1" = 100'	

CONSENT AGENDA ITEM

#20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: November 17, 2015

RE: Approval of Amendments to Procurement Policy

Board adoption of the attached resolution approving amendments to the Procurement Policy is requested. No substantive changes have been made to the current approved policy. The resolution addresses and is responsive to the following:

1. Board adoption at its May 2015 meeting of the new Supplier Diversity Program Policy.
2. Changes to our Organizational Chart.
3. Adoption of the CFX Style Guide, specifically Names in Text regarding the use of "CFX" instead of "Authority".

The resolution has been reviewed by General Counsel.

Resolution No. 2015-_____.

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDING THE PROCUREMENT POLICY**

WHEREAS, the Central Florida Expressway Authority ("CFX") has previously adopted a Procurement Policy establishing governing rules and guidelines for purchases of goods and services; and

WHEREAS, the governing Board of the CFX wishes to amend the Policy to incorporate revisions related to those governing rules and guidelines,

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. The Policy shall be revised as shown on the attached Exhibit A to this resolution. The revisions address and are responsive to the following:

- Board adoption of the new Supplier Diversity Program Policy.
- Changes to the CFX Organizational Chart.
- Adoption of the use of "CFX" instead of "Authority" in all documents.

Section 2. This amendment shall be codified as part of PROC-1.

Section 3. EFFECTIVE DATE. This amendment shall take effect upon adoption by the CFX governing Board.

ADOPTED this ____ day of _____, 2015.

Welton Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

Central Florida Expressway Authority
Amendments to Procurement Policy

Policy PROC-1.1

Department: Procurement

Amending: PROC-1 dated 1/8/15

Supersedes: N/A

Date of Board Approval: 12/10/15

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROCUREMENT POLICY**

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROCUREMENT POLICY

Effective Date: ~~January 8~~ December 10, 2015

The Procurement Department shall be responsible for the implementation and administration of this Policy. Subject to the provisions of this Policy, the Director of Procurement shall serve as the principal officer for the procurement of all goods and services required by the Central Florida Expressway Authority (CFX) Authority.

All changes to this Policy require approval of the ~~Authority~~CFX's Board of Directors. This Policy supersedes all previously adopted procurement policies.

I. PURPOSE AND DEFINITIONS

This Policy establishes a centralized procurement system for the Central Florida Expressway Authority the purpose of which is to:

1. Establish the rules governing procurement by ~~CFX~~the Authority;
2. Promote public confidence in the integrity and transparency of the procedures followed to procure the goods and services required by ~~CFX~~the Authority;
3. Ensure fair and equitable treatment of all persons who participate in the procurement system;
4. Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of ~~CFX~~Authority funds.

Wherever used in this Policy or in the Procurement Procedures Manual, the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

Bid: A formal written price offer by a vendor to ~~CFX~~the Authority to furnish goods, products or services.

Contractor: Any person or entity (including officers, directors, executives and shareholders who are active in the management of a person or entity) who bids or applies to bid on any work of ~~CFX~~the Authority, or who provides (or solicits to provide) goods or professional services to ~~CFX~~the Authority. For purposes of this Policy, Contractor and Vendor may be used interchangeably.

Contractual Services: The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but not be limited to, evaluations; consultations; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports; and technical and social services. Contractual Services does not include any contract for furnishing of services, labor or materials for the

construction, renovation, repair, modification, or demolition of any roadway or bridge, building, portion of building, utility, or structure.

Cooperative Purchasing: Procurement conducted by or on behalf of more than one public procurement unit or agency.

Design Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveyor and mapper in connection with their professional employment or practice.

Emergency: A reasonably unforeseen breakdown in machinery, damage, destruction or obstruction of machinery or roadway or any property owned or operated by ~~CFX~~the Authority; a threatened termination of an essential service; the development of a dangerous condition; the development of a circumstance causing the stoppage or slowdown of an essential service; a threat to the public health, welfare or safety; or the opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

Emergency Purchase: A purchase of goods or services with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

Procurement: Buying, purchasing, renting, leasing or otherwise acquiring any goods or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services, including Contractual Services, Design Professional Services and Professional Services, construction projects and capital improvement projects, required by ~~CFX~~the Authority regardless of the source of funds.

Professional Services: Services the value of which are substantially measured by professional competence of the firm performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. Professional Services shall include, but are not limited to, services customarily rendered by attorneys, certified public accountants and insurance, financial, personnel, public relations firms, legislative advisors, systems, planning and management advisors. For purposes of this Policy, Professional Services shall not include services customarily rendered by architects, landscape architects, professional engineers and registered surveyors and mappers.

Single Source: A procurement in which, although two or more vendors supply the goods or services, one is selected for substantial reasons, eliminating the competitive bidding process.

Sole Source: A procurement in which only one vendor is capable of supplying the goods or services. This may occur when the goods or services are specialized or unique in character as determined by a reasonably thorough analysis of the marketplace.

Vendor: See “Contractor”.

Additional terms are included and defined in the Procurement Procedures Manual.

II. APPLICATION

- A. This Policy applies only to contracts for procurement by ~~CFXthe Authority~~ of goods and services and to amendments, extensions and renewals thereof, solicited or entered into after the effective date of this Policy. Nothing in this Policy shall prevent ~~CFXthe Authority~~ from complying with the terms and conditions of any grant, gift, bequest, or loan, or for any cooperative agreement with any local, state or federal agency, and to the extent this Policy or the Procurement Procedures Manual is inconsistent with any such terms and conditions, such terms and conditions shall take precedence.
- B. Notwithstanding anything in this Policy to the contrary, in connection with any procurement by ~~CFXthe Authority~~ of services related to a potential capital markets transaction to which ~~CFXthe Authority~~ may be a party, including, without limitation, the issuance of bonds or other debt instruments or the entry by ~~CFXthe Authority~~ into derivative financial arrangements, the Chairman of the Board or the Executive Director may direct, as he or she deems it to be in the best interests of ~~CFXthe Authority~~, that ~~CFXthe Authority~~ procure such services in a manner customarily employed by state and other local governmental entities. The Executive Director shall ensure that any such alternate means of procurement is done in a fair and objective manner and in as competitive a manner as is practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement or reserve sureties and other similar services.

III. RESPONSIBILITY AND FUNCTION

The responsibility for the administration of procurement activities covered by this Policy is vested in the Procurement Department who shall at all times and in all situations follow the requirements set forth in the Procurement Procedures Manual. Should a procurement issue arise that is not covered by this Policy or the Procedures Manual, the Director of Procurement shall resolve the issue, to the best of his or her ability, in a manner that is consistent with the purpose and intent of this Policy and the best interests of ~~CFXthe Authority~~. The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of ~~CFXthe Authority~~. The Executive Director is authorized to approve revisions to the Procedures Manual unless the revisions result in, or require a revision to the Procurement Policy. If such is the case, prior Board approval of the revisions to the Policy will be required before revisions to the Procedures Manual can be implemented.

Specific responsibilities and functions of the Procurement Department include:

1. Developing purchasing objectives, policies, and procedures to purchase and contract for all materials, supplies, equipment, and services including construction, maintenance, architectural, engineering and other professional and contractual services required by ~~CFX~~the Authority;
2. Working with other ~~CFX~~Authority departments to establish standardization of materials, supplies, equipment and services where practical within a competitive environment;
3. Promoting and maintaining good will between ~~CFX~~the Authority and its vendors, suppliers and contractors, including encouraging full and open competition wherever possible, assuming fair and equitable business dealings with all vendors and contractors, and providing equal opportunity to quote and compete in public bidding;
4. Ensuring that all purchases are made in compliance with the applicable statutes, rules, regulations and policies;
5. Handling complaints and warranties regarding purchases, and negotiating the return of merchandise and/or other settlements;
6. Training ~~CFX~~Authority personnel regarding purchasing and contracts procedures as needed, and;
7. Managing the operational procedures for the Purchasing Card Program as established below.

IV. GOVERNING RULES

The following rules shall govern the procurement of goods and services for ~~CFX~~the Authority:

- A. All purchases or procurement initiations in excess of five thousand dollars (\$5,000.00) that are not included in the currently approved Operations, Maintenance and Administration budget or Five Year Work Plan shall be reviewed and approved, in advance, by the Finance Department for fiscal sufficiency.
- B. The procurement of goods or services shall be in accordance with this Policy and the Procurement Procedures Manual.
- C. Except for Emergency Purchases, and procurements made under the ~~Micro-Contracts~~ Small Sustainable Business Enterprise Program, all contracts, supplemental agreements, amendments, purchase orders and contract renewals obligating ~~CFX~~the Authority to an amount of fifty thousand dollars (\$50,000.00) or more shall have the prior approval of ~~the Authority~~CFX's Board of Directors.

D. Unless otherwise required by law, or as specifically exempted in the following paragraph E, ~~CFX~~Authority contracts for goods and services shall not exceed an initial term of three years. A renewal clause extending the term for up to two one-year periods may be provided.

E. Contracts for the following services may be entered into for an initial term of up to five years. With the exception of Design Professional Services Consultants contracts, a renewal clause, or a limited time extension as appropriate, extending the term for up to five one-year periods may be provided. For Design Professional Services Consultants contracts, the time extensions or renewals shall not exceed two one-year periods:

- Toll Collection Services
- Toll Collection Systems Maintenance (Hardware and Software)
- Asset Management Services (Roadway, Bridge and Facilities Maintenance)
- General Engineering Consultant Services
- Right of Way Counsel Services
- Motor Assistance Service Patrol
- Maintenance of ITS Infrastructure
- General Systems Consultant
- System Software Maintenance
- Records Security and Management
- Construction Management Consultant
- Design Professional Services Consultants

F. Unless otherwise stated in this Policy, all requests for goods and services and all purchases shall be made through or by the Procurement Department. Except for purchases made under the Purchasing Card program (as established below), ~~CFX~~Authority employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any contract without specific authorization from the Director of Procurement or higher authority. Individuals responsible for unauthorized purchases or obligations shall be in violation of this Policy and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to ~~CFX~~the Authority for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.

G. All contracts for Contractual Services, Design Professional Services, and Professional Services shall contain a provision in substantially the following form:

“If, during the term of this Contract and any renewals hereof, Contractor/Consultant desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by the Contractor/Consultant to ~~CFX~~the Authority at the time this Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars

(\$25,000.00), Contractor/Consultant shall first submit a request to the 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/Consultant until it has been approved by the ~~CFX~~Authority Board. In the event of a designated emergency, the Contractor/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 ~~CFX~~Authority Board at its next regularly scheduled meeting.”

- H. No employee of ~~CFX~~the Authority shall obligate ~~CFX~~the Authority in any transactions whereby the employee may derive income or benefits other than those provided as compensation from ~~CFX~~the Authority.
- I. Standard ~~CFX~~Authority forms for contracts, amendments, supplemental agreements, renewals and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain service providers and financial institutions may preclude the use of standard ~~CFX~~Authority forms. In such instances, review and approval of such non-standard documents by the General Counsel must be received prior to their execution.

V. PROCUREMENT LEVELS

The following procurement levels are hereby established. Procurements covered by this Policy shall not be divided into more than one purchase order, project or contract solely for the purpose of avoiding the process required by these levels. Additionally, quotes received that would result in a purchase at a higher Procurement Level than originally estimated shall be discarded and the process shall begin again according to the requirements of the higher level. The procurement process for each level is detailed in the Procurement Procedures Manual.

1. Level 1 - Purchases up to \$999.99: Items at this level may be procured from any available sources without seeking competitive pricing although competition shall be used to the maximum extent practical. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
2. Level 2 - Purchases between \$1,000.00 and \$9,999.99: Items at this level require at least three quotes, either written or verbal, before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
3. Level 3 - Purchases between \$10,000 and \$24,999.99: Items at this level require at least three written quotes before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement

Department. The Director of Procurement is authorized to approve all purchases at this level.

4. Level 4 - Purchases between \$25,000.00 and \$49,999.99: Items at this level require three formal quotes. The request for quotes shall only be issued through and received by the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
5. Level 5 - Purchases of \$50,000.00 and up: Except in the case of emergency purchases and selection of Design Professional Services Consultants, both as described elsewhere in this Policy, items at this level shall follow either the competitive sealed bid or competitive sealed proposal process as determined by the Director of Procurement. Board authorization is required to advertise procurements at this level. Board award of any subsequent contract resulting from the procurement is also required. For solicitations under the ~~Micro-Contracts~~ Small Sustainable Business Enterprise Program, the Executive Director can authorize advertisement and award of small contracts between \$50,000.00 and \$200,000.00 each without prior Board action in order to expedite the bidding and award process.

VI. PROCUREMENT PROCESSES

Unless otherwise exempt from the competitive procurement process as identified in Article XII below, procurement of Level 5 goods and services shall be made using the appropriate procurement process as follows. The specifics of each process are included in the Procurement Procedures Manual.

A. Competitive Sealed Bids

An invitation to bid shall be issued which shall include the specifications and appropriate contract terms and conditions applicable to the procurement.

B. Competitive Sealed Proposals

When it is determined by the Director of Procurement that the use of competitive sealed bidding is either not practical or not advantageous to ~~CFX~~the Authority due to the technical or specialized nature of the goods or services being procured, the competitive sealed proposal process may be used.

C. Selection of Design Professional Services Consultants

Design Professional Services, as governed by F.S. § 287.055 (known as the Consultants' Competitive Negotiation Act or "CCNA"), shall be acquired through the Procurement Department in accordance with the procedures detailed in the Procurement Procedures Manual.

VII. CONTRACT AMENDMENTS AND RENEWALS

- A. The Director of Procurement is authorized to approve and execute contract amendments for Level 1 through 4 procurements. Amendments to Level 5 procurements shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute amendments to Level 5 procurements after Board approval.

The Director of Procurement is authorized to approve and execute amendments for extensions of contract time at all procurement Levels that do not include an increase in compensation to the contractor.

- B. The option to renew a contract is at the sole discretion and election of the appropriate Division Chief ~~appropriate Deputy Executive Director~~, or designee, in consultation with the Director of Procurement. Renewals shall be based, in part, on a determination that the value and level of service provided by the contractor are satisfactory and adequate for ~~the Authority~~ CFX's needs. The Director of Procurement is authorized to approve and execute contract renewals for Level 1 through 4 amounts. Renewals at Level 5 shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute Level 5 renewals after Board approval.

VIII. TERMINATION OF CONTRACT

The Executive Director, Chief of Technology/Operations, Chief of Infrastructure, Chief of Staff/Public Affairs Officer, and the Chief Financial Officer ~~Deputy Executive Director for Engineering, Operations, Construction and Maintenance and the Deputy Director for Administration and Planning~~ are authorized to terminate any contract entered into by ~~CFX~~ the Authority with any vendor/contractor. The necessary actions shall be coordinated with the General Counsel and the Director of Procurement. A termination can either be for convenience or default as described and detailed in the Procurement Procedures Manual.

In a breach of contract where the vendor/contractor has willfully failed or refused to perform according to the terms of the contract, ~~CFX~~ the Authority may determine that the breach does not warrant that the contract be terminated. In such cases, with the concurrence of the General Counsel, the Director of Procurement will advise the vendor/contractor citing the finding of breach as detailed in the Procurement Procedures Manual. At the discretion of the Executive Director, a contractor terminated for default, or a contractor with multiple breach of contract notifications, may be disqualified from bidding or proposing on ~~CFX~~ Authority contracts.

IX. PURCHASING CARD PROGRAM

A Purchasing Card Program is hereby established to provide authorized ~~CFX~~Authority employees with the ability to make purchases on behalf of ~~CFX~~the Authority using a ~~CFX~~an Authority charge card. All goods and services purchased under this Program shall be in accordance with the requirements of the Procurement Procedures Manual. The Procurement Department shall be responsible for managing the Purchasing Card Program and ensuring compliance with the Procurement Procedures Manual

X. OWNER DIRECT PURCHASE (ODP) OPTION

For all roadway, bridge and facilities construction projects with an estimated cost of \$5 million or more, it shall be the policy of ~~CFX~~the Authority, whenever practical and appropriate, to include in the project specifications for such projects language that gives ~~CFX~~the Authority the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor (with applicable Florida State Sales Tax) and included in the contractor's bid. This option will allow ~~CFX~~the Authority to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to ~~CFX~~the Authority. ~~The Authority~~CFX's Director of Construction and the Director of Procurement shall be responsible for determining the practicality and appropriateness of the direct purchase option on a project by project basis. If the ODP option is not exercised for a project, a memo, signed by the Director of Construction and the Director of Procurement, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.

Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Director of Procurement is authorized to approve an ODP regardless of the amount.

XI. MICRO-CONTRACTS SMALL SUSTAINABLE BUSINESS ENTERPRISE PROGRAM

A ~~Micro-Contracts Small Sustainable Business Enterprise~~ Program is hereby established as a procurement method to expedite the bidding and award process for small contracts between \$50,000.00 and \$200,000.00 each. The Procurement Procedures Manual includes the process and guidelines for administering the Program.

XII. EXEMPTIONS FROM COMPETITIVE PROCUREMENT PROCESSES

To the extent indicated, the following are exempt from the competitive requirements of this Policy.

- A. Regulated Services: Telephone, electricity, natural gas and water, or similar services where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.

- B. Maintenance Agreements: Includes maintenance of computers and related equipment, software, copiers, faxes and other related office equipment, servers, network switches and firewalls, when there is reasonable basis to conclude that such agreements are in ~~the Authority~~ CFX's best interest.
- C. P-Card Purchases up to the limit for Procurement Level 1.
- D. Petty cash purchases made in accordance with established CFX~~Authority~~ procedures.
- E. Dues and memberships in trade or professional organizations.
- F. Subscriptions for periodicals, advertisements and postage.
- G. Paralegal services, appraisal services, mediator, hearing officer, expert witnesses, court reporters and attorney engagement letters up to the limit for Procurement Level 4.
- H. Abstracts of titles for real property; title insurance for real property; real property.
- I. Copyrighted materials; patented materials.
- J. Artistic Services – The rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.
- K. Job-related travel; seminars; tuition; registration fees and training.
- L. Purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- M. Single Source and Sole Source Purchases.
- N. Emergency Purchases: The Director of Procurement (or higher authority in the absence of the Director of Procurement) is authorized to approve emergency purchases up to the limit for Procurement Level 4. Emergency Purchases at Procurement Level 5 require approval by the Executive Director (or his designee). All Emergency Purchases at Procurement Level 5 shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting, if possible.
- O. Cooperative Purchases ("Piggybacking"): The Director of Procurement is authorized to purchase goods and services through a vendor/contractor under contract with the federal, state, county or municipal governments (or any other governmental agency or political subdivision), and state colleges and universities providing the

vendor/contractor extends substantially the same terms and conditions of the contract to ~~CFX~~~~the Authority~~. Cooperative purchases at Procurement Level 5 require prior Board approval.

- P. ~~Micro-Contracts~~ Small Sustainable Business Enterprise Program to the extent the Executive Director can authorize advertisement and award of small contracts valued between \$50,000.00 and \$200,000.00 each in order to expedite the bidding and award process. Each award by the Executive Director shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.
- Q. Direct contracts for goods or services with state, county or municipal governments (and any other governmental agency or political subdivision), and state colleges and universities. Contracts at Procurement Level 5 require prior Board approval.

The Director of Procurement may authorize the purchases, transactions and expenditures listed above subject to the stated limitations. Certain procurements within the above categories shall be obtained via competitive means when it is determined that adequate sources for the goods or services required are available. Exemption for the competitive procurement process does not grant exemption from all procurement procedures. For example, single and sole source purchases, and cooperative purchases shall be subject to the approval process for amendments as described above. All amendments to exempt procurements not otherwise specifically addressed shall be reviewed in advance by the Director of Procurement for a determination as to whether or not Board approval is required.

XIII. DISQUALIFICATION OF CONTRACTORS

Contractors who are on the Florida Department of Transportation's Suspended Contractors List or the State of Florida Department of Management Services' Suspended Vendors List or Convicted Vendors List are barred from submitting bids for any ~~CFX~~~~Authority~~ solicitation. With regard to Design Professional Services, contractors identified in the Florida Department of Transportation's Design Professional Consultants database as suspended and/or disqualified are barred from submitting proposals for any Design Professional Services projects.

XIV. STANDARD OF CONDUCT

The Standard of Conduct as it relates to this Policy and the Procurement Procedures Manual is promulgated in Rule Chapter 6, Code of Ethics, of ~~the Authority~~~~CFX~~'s Permanent Rules.

XV. ENVIRONMENTAL PROCUREMENT

It shall be a provision of this Policy to support the purchase of recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the goods and services procured by ~~CFX~~~~the Authority~~. In the

context of this provision, “practical” is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

To implement this provision, the Procurement Department shall develop a procedure that:

1. Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses and other governmental agencies.
2. Adopts the use of recycled supplies/materials as a priority.
3. Generates less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used and disposed of.
4. Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.
5. Provides for training and raising the awareness of CFX Authority employees to ensure they consider environmental issues in procurement decisions.

Nothing in this provision or in the procedure shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROCUREMENT POLICY**

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROCUREMENT POLICY
Effective Date: December 10, 2015

The Procurement Department shall be responsible for the implementation and administration of this Policy. Subject to the provisions of this Policy, the Director of Procurement shall serve as the principal officer for the procurement of all goods and services required by the Central Florida Expressway Authority (CFX) .

All changes to this Policy require approval of the CFX's Board of Directors. This Policy supersedes all previously adopted procurement policies.

I. PURPOSE AND DEFINITIONS

This Policy establishes a centralized procurement system for the Central Florida Expressway Authority the purpose of which is to:

1. Establish the rules governing procurement by CFX;
2. Promote public confidence in the integrity and transparency of the procedures followed to procure the goods and services required by CFX;
3. Ensure fair and equitable treatment of all persons who participate in the procurement system;
4. Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds.

Wherever used in this Policy or in the Procurement Procedures Manual, the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

Bid: A formal written price offer by a vendor to CFX to furnish goods, products or services.

Contractor: Any person or entity (including officers, directors, executives and shareholders who are active in the management of a person or entity) who bids or applies to bid on any work of CFX, or who provides (or solicits to provide) goods or professional services to CFX. For purposes of this Policy, Contractor and Vendor may be used interchangeably.

Contractual Services: The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but not be limited to, evaluations; consultations; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports; and technical and social services. Contractual Services does not include any contract for furnishing of services, labor or materials for the

construction, renovation, repair, modification, or demolition of any roadway or bridge, building, portion of building, utility, or structure.

Cooperative Purchasing: Procurement conducted by or on behalf of more than one public procurement unit or agency.

Design Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveyor and mapper in connection with their professional employment or practice.

Emergency: A reasonably unforeseen breakdown in machinery, damage, destruction or obstruction of machinery or roadway or any property owned or operated by CFX; a threatened termination of an essential service; the development of a dangerous condition; the development of a circumstance causing the stoppage or slowdown of an essential service; a threat to the public health, welfare or safety; or the opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

Emergency Purchase: A purchase of goods or services with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

Procurement: Buying, purchasing, renting, leasing or otherwise acquiring any goods or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services, including Contractual Services, Design Professional Services and Professional Services, construction projects and capital improvement projects, required by CFX regardless of the source of funds.

Professional Services: Services the value of which are substantially measured by professional competence of the firm performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. Professional Services shall include, but are not limited to, services customarily rendered by attorneys, certified public accountants and insurance, financial, personnel, public relations firms, legislative advisors, systems, planning and management advisors. For purposes of this Policy, Professional Services shall not include services customarily rendered by architects, landscape architects, professional engineers and registered surveyors and mappers.

Single Source: A procurement in which, although two or more vendors supply the goods or services, one is selected for substantial reasons, eliminating the competitive bidding process.

Sole Source: A procurement in which only one vendor is capable of supplying the goods or services. This may occur when the goods or services are specialized or unique in character as determined by a reasonably thorough analysis of the marketplace.

Vendor: See “Contractor”.

Additional terms are included and defined in the Procurement Procedures Manual.

II. APPLICATION

- A. This Policy applies only to contracts for procurement by CFX of goods and services and to amendments, extensions and renewals thereof, solicited or entered into after the effective date of this Policy. Nothing in this Policy shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or for any cooperative agreement with any local, state or federal agency, and to the extent this Policy or the Procurement Procedures Manual is inconsistent with any such terms and conditions, such terms and conditions shall take precedence.
- B. Notwithstanding anything in this Policy to the contrary, in connection with any procurement by CFX of services related to a potential capital markets transaction to which CFX may be a party, including, without limitation, the issuance of bonds or other debt instruments or the entry by CFX into derivative financial arrangements, the Chairman of the Board or the Executive Director may direct, as he or she deems it to be in the best interests of CFX, that CFX procure such services in a manner customarily employed by state and other local governmental entities. The Executive Director shall ensure that any such alternate means of procurement is done in a fair and objective manner and in as competitive a manner as is practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement or reserve sureties and other similar services.

III. RESPONSIBILITY AND FUNCTION

The responsibility for the administration of procurement activities covered by this Policy is vested in the Procurement Department who shall at all times and in all situations follow the requirements set forth in the Procurement Procedures Manual. Should a procurement issue arise that is not covered by this Policy or the Procedures Manual, the Director of Procurement shall resolve the issue, to the best of his or her ability, in a manner that is consistent with the purpose and intent of this Policy and the best interests of CFX. The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procedures Manual unless the revisions result in, or require a revision to the Procurement Policy. If such is the case, prior Board approval of the revisions to the Policy will be required before revisions to the Procedures Manual can be implemented.

Specific responsibilities and functions of the Procurement Department include:

1. Developing purchasing objectives, policies, and procedures to purchase and contract for all materials, supplies, equipment, and services including construction, maintenance, architectural, engineering and other professional and contractual services required by CFX;
2. Working with other CFX departments to establish standardization of materials, supplies, equipment and services where practical within a competitive environment;
3. Promoting and maintaining good will between CFX and its vendors, suppliers and contractors, including encouraging full and open competition wherever possible, assuming fair and equitable business dealings with all vendors and contractors, and providing equal opportunity to quote and compete in public bidding;
4. Ensuring that all purchases are made in compliance with the applicable statutes, rules, regulations and policies;
5. Handling complaints and warranties regarding purchases, and negotiating the return of merchandise and/or other settlements;
6. Training CFX personnel regarding purchasing and contracts procedures as needed, and;
7. Managing the operational procedures for the Purchasing Card Program as established below.

IV. GOVERNING RULES

The following rules shall govern the procurement of goods and services for CFX:

- A. All purchases or procurement initiations in excess of five thousand dollars (\$5,000.00) that are not included in the currently approved Operations, Maintenance and Administration budget or Five Year Work Plan shall be reviewed and approved, in advance, by the Finance Department for fiscal sufficiency.
- B. The procurement of goods or services shall be in accordance with this Policy and the Procurement Procedures Manual.
- C. Except for Emergency Purchases, and procurements made under the Small Sustainable Business Enterprise Program, all contracts, supplemental agreements, amendments, purchase orders and contract renewals obligating CFX to an amount of fifty thousand dollars (\$50,000.00) or more shall have the prior approval of CFX's Board of Directors.

- D. Unless otherwise required by law, or as specifically exempted in the following paragraph E, CFX contracts for goods and services shall not exceed an initial term of three years. A renewal clause extending the term for up to two one-year periods may be provided.
- E. Contracts for the following services may be entered into for an initial term of up to five years. With the exception of Design Professional Services Consultants contracts, a renewal clause, or a limited time extension as appropriate, extending the term for up to five one-year periods may be provided. For Design Professional Services Consultants contracts, the time extensions or renewals shall not exceed two one-year periods:
- Toll Collection Services
 - Toll Collection Systems Maintenance (Hardware and Software)
 - Asset Management Services (Roadway, Bridge and Facilities Maintenance)
 - General Engineering Consultant Services
 - Right of Way Counsel Services
 - Motor Assistance Service Patrol
 - Maintenance of ITS Infrastructure
 - General Systems Consultant
 - System Software Maintenance
 - Records Security and Management
 - Construction Management Consultant
 - Design Professional Services Consultants
- F. Unless otherwise stated in this Policy, all requests for goods and services and all purchases shall be made through or by the Procurement Department. Except for purchases made under the Purchasing Card program (as established below), CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any contract without specific authorization from the Director of Procurement or higher authority. Individuals responsible for unauthorized purchases or obligations shall be in violation of this Policy and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.
- G. All contracts for Contractual Services, Design Professional Services, and Professional Services shall contain a provision in substantially the following form:
- “If, during the term of this Contract and any renewals hereof, Contractor/Consultant desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by the Contractor/Consultant to CFX at the time this Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), Contractor/Consultant shall first

submit a request to the 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/Consultant until it has been approved by the CFX Board. In the event of a designated emergency, the Contractor/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 CFX Board at its next regularly scheduled meeting.”

- H. No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.
- I. Standard CFX forms for contracts, amendments, supplemental agreements, renewals and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain service providers and financial institutions may preclude the use of standard CFX forms. In such instances, review and approval of such non-standard documents by the General Counsel must be received prior to their execution.

V. PROCUREMENT LEVELS

The following procurement levels are hereby established. Procurements covered by this Policy shall not be divided into more than one purchase order, project or contract solely for the purpose of avoiding the process required by these levels. Additionally, quotes received that would result in a purchase at a higher Procurement Level than originally estimated shall be discarded and the process shall begin again according to the requirements of the higher level. The procurement process for each level is detailed in the Procurement Procedures Manual.

- 1. Level 1 - Purchases up to \$999.99: Items at this level may be procured from any available sources without seeking competitive pricing although competition shall be used to the maximum extent practical. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
- 2. Level 2 - Purchases between \$1,000.00 and \$9,999.99: Items at this level require at least three quotes, either written or verbal, before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
- 3. Level 3 - Purchases between \$10,000 and \$24,999.99: Items at this level require at least three written quotes before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement

Department. The Director of Procurement is authorized to approve all purchases at this level.

4. Level 4 - Purchases between \$25,000.00 and \$49,999.99: Items at this level require three formal quotes. The request for quotes shall only be issued through and received by the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
5. Level 5 - Purchases of \$50,000.00 and up: Except in the case of emergency purchases and selection of Design Professional Services Consultants, both as described elsewhere in this Policy, items at this level shall follow either the competitive sealed bid or competitive sealed proposal process as determined by the Director of Procurement. Board authorization is required to advertise procurements at this level. Board award of any subsequent contract resulting from the procurement is also required. For solicitations under the Small Sustainable Business Enterprise Program, the Executive Director can authorize advertisement and award of small contracts between \$50,000.00 and \$200,000.00 each without prior Board action in order to expedite the bidding and award process.

VI. PROCUREMENT PROCESSES

Unless otherwise exempt from the competitive procurement process as identified in Article XII below, procurement of Level 5 goods and services shall be made using the appropriate procurement process as follows. The specifics of each process are included in the Procurement Procedures Manual.

A. Competitive Sealed Bids

An invitation to bid shall be issued which shall include the specifications and appropriate contract terms and conditions applicable to the procurement.

B. Competitive Sealed Proposals

When it is determined by the Director of Procurement that the use of competitive sealed bidding is either not practical or not advantageous to CFX due to the technical or specialized nature of the goods or services being procured, the competitive sealed proposal process may be used.

C. Selection of Design Professional Services Consultants

Design Professional Services, as governed by F.S. § 287.055 (known as the Consultants' Competitive Negotiation Act or "CCNA"), shall be acquired through the Procurement Department in accordance with the procedures detailed in the Procurement Procedures Manual.

VII. CONTRACT AMENDMENTS AND RENEWALS

- A. The Director of Procurement is authorized to approve and execute contract amendments for Level 1 through 4 procurements. Amendments to Level 5 procurements shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute amendments to Level 5 procurements after Board approval.

The Director of Procurement is authorized to approve and execute amendments for extensions of contract time at all procurement Levels that do not include an increase in compensation to the contractor.

- B. The option to renew a contract is at the sole discretion and election of the appropriate Division Chief, or designee, in consultation with the Director of Procurement. Renewals shall be based, in part, on a determination that the value and level of service provided by the contractor are satisfactory and adequate for CFX's needs. The Director of Procurement is authorized to approve and execute contract renewals for Level 1 through 4 amounts. Renewals at Level 5 shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute Level 5 renewals after Board approval.

VIII. TERMINATION OF CONTRACT

The Executive Director, Chief of Technology/Operations, Chief of Infrastructure, Chief of Staff/Public Affairs Officer, and the Chief Financial Officer are authorized to terminate any contract entered into by CFX with any vendor/contractor. The necessary actions shall be coordinated with the General Counsel and the Director of Procurement. A termination can either be for convenience or default as described and detailed in the Procurement Procedures Manual.

In a breach of contract where the vendor/contractor has willfully failed or refused to perform according to the terms of the contract, CFX may determine that the breach does not warrant that the contract be terminated. In such cases, with the concurrence of the General Counsel, the Director of Procurement will advise the vendor/contractor citing the finding of breach as detailed in the Procurement Procedures Manual. At the discretion of the Executive Director, a contractor terminated for default, or a contractor with multiple breach of contract notifications, may be disqualified from bidding or proposing on CFX contracts.

IX. PURCHASING CARD PROGRAM

A Purchasing Card Program is hereby established to provide authorized CFX employees with the ability to make purchases on behalf of CFX using a CFX charge card. All goods and services purchased under this Program shall be in accordance with the requirements of the Procurement Procedures Manual. The Procurement Department shall be

responsible for managing the Purchasing Card Program and ensuring compliance with the Procurement Procedures Manual

X. OWNER DIRECT PURCHASE (ODP) OPTION

For all roadway, bridge and facilities construction projects with an estimated cost of \$5 million or more, it shall be the policy of CFX, whenever practical and appropriate, to include in the project specifications for such projects language that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor (with applicable Florida State Sales Tax) and included in the contractor's bid. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX. CFX's Director of Construction and the Director of Procurement shall be responsible for determining the practicality and appropriateness of the direct purchase option on a project by project basis. If the ODP option is not exercised for a project, a memo, signed by the Director of Construction and the Director of Procurement, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.

Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Director of Procurement is authorized to approve an ODP regardless of the amount.

XI. SMALL SUSTAINABLE BUSINESS ENTERPRISE PROGRAM

A Small Sustainable Business Enterprise Program is hereby established as a procurement method to expedite the bidding and award process for small contracts between \$50,000.00 and \$200,000.00 each. The Procurement Procedures Manual includes the process and guidelines for administering the Program.

XII. EXEMPTIONS FROM COMPETITIVE PROCUREMENT PROCESSES

To the extent indicated, the following are exempt from the competitive requirements of this Policy.

- A. Regulated Services: Telephone, electricity, natural gas and water, or similar services where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.
- B. Maintenance Agreements: Includes maintenance of computers and related equipment, software, copiers, faxes and other related office equipment, servers, network switches and firewalls, when there is reasonable basis to conclude that such agreements are in CFX's best interest.
- C. P-Card Purchases up to the limit for Procurement Level 1.

- D. Petty cash purchases made in accordance with established CFX procedures.
- E. Dues and memberships in trade or professional organizations.
- F. Subscriptions for periodicals, advertisements and postage.
- G. Paralegal services, appraisal services, mediator, hearing officer, expert witnesses, court reporters and attorney engagement letters up to the limit for Procurement Level 4.
- H. Abstracts of titles for real property; title insurance for real property; real property.
- I. Copyrighted materials; patented materials.
- J. Artistic Services – The rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.
- K. Job-related travel; seminars; tuition; registration fees and training.
- L. Purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- M. Single Source and Sole Source Purchases.
- N. Emergency Purchases: The Director of Procurement (or higher authority in the absence of the Director of Procurement) is authorized to approve emergency purchases up to the limit for Procurement Level 4. Emergency Purchases at Procurement Level 5 require approval by the Executive Director (or his designee). All Emergency Purchases at Procurement Level 5 shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting, if possible.
- O. Cooperative Purchases (“Piggybacking”): The Director of Procurement is authorized to purchase goods and services through a vendor/contractor under contract with the federal, state, county or municipal governments (or any other governmental agency or political subdivision), and state colleges and universities providing the vendor/contractor extends substantially the same terms and conditions of the contract to CFX. Cooperative purchases at Procurement Level 5 require prior Board approval.
- P. Small Sustainable Business Enterprise Program to the extent the Executive Director can authorize advertisement and award of small contracts valued between \$50,000.00 and \$200,000.00 each in order to expedite the bidding and award process. Each award by the Executive Director shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.

- Q. Direct contracts for goods or services with state, county or municipal governments (and any other governmental agency or political subdivision), and state colleges and universities. Contracts at Procurement Level 5 require prior Board approval.

The Director of Procurement may authorize the purchases, transactions and expenditures listed above subject to the stated limitations. Certain procurements within the above categories shall be obtained via competitive means when it is determined that adequate sources for the goods or services required are available. Exemption for the competitive procurement process does not grant exemption from all procurement procedures. For example, single and sole source purchases, and cooperative purchases shall be subject to the approval process for amendments as described above. All amendments to exempt procurements not otherwise specifically addressed shall be reviewed in advance by the Director of Procurement for a determination as to whether or not Board approval is required.

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Contractors who are on the Florida Department of Transportation's Suspended Contractors List or the State of Florida Department of Management Services' Suspended Vendors List or Convicted Vendors List are barred from submitting bids for any CFX solicitation. With regard to Design Professional Services, contractors identified in the Florida Department of Transportation's Design Professional Consultants database as suspended and/or disqualified are barred from submitting proposals for any Design Professional Services projects.

XIV. STANDARD OF CONDUCT

The Standard of Conduct as it relates to this Policy and the Procurement Procedures Manual is promulgated in Rule Chapter 6, Code of Ethics, of CFX's Permanent Rules.

XV. ENVIRONMENTAL PROCUREMENT

It shall be a provision of this Policy to support the purchase of recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the goods and services procured by CFX. In the context of this provision, "practical" is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

To implement this provision, the Procurement Department shall develop a procedure that:

1. Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses and other governmental agencies.
2. Adopts the use of recycled supplies/materials as a priority.

3. Generates less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used and disposed of.
4. Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.
5. Provides for training and raising the awareness of CFX employees to ensure they consider environmental issues in procurement decisions.

Nothing in this provision or in the procedure shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.


CONSENT AGENDA ITEM

#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: November 17, 2015

RE: Approval of Amendments to the Policy for Qualification of Contractors

Board adoption of the attached resolution approving amendments to the referenced Policy is requested. The resolution addresses the use of "CFX" instead of "Authority" in all documents.

The resolution has been reviewed by General Counsel.

Resolution No. 2015-_____.

**A RESOLUTION OF THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY AMENDING THE
POLICY FOR QUALIFICATION OF CONTRACTORS**

WHEREAS, the Central Florida Expressway Authority (“CFX”) has previously adopted a Policy for Qualification of Contractors; and

WHEREAS, the governing Board of CFX wishes to amend the Policy to incorporate revisions necessary to comply with the use of “CFX” instead of “Authority” in all documents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY** as follows:

1. The Policy shall be revised as shown on the attached Exhibit A to this resolution.
2. EFFECTIVE DATE. This Policy shall take effect upon adoption by the CFX governing Board.

ADOPTED this ____ day of _____, 2015.

Welton Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

Central Florida Expressway Authority
Amendments to Policy for Qualification of Contractors

Section 3-2.001

Department: Procurement

Supersedes: Section 3-2.001 adopted 3/27/13

Date of Board Approval: 12/10/15

EXHIBIT A

~~ORLANDO-ORANGE COUNTY CENTRAL FLORIDA~~ EXPRESSWAY AUTHORITY QUALIFICATION OF CONTRACTORS

3-2.001 Pre-qualification to Bid

In order to be qualified to bid on any construction project for the ~~Orlando-Orange County Central Florida~~ Expressway Authority (~~the "CFX Authority"~~) the cost of which exceeds two hundred and fifty thousand dollars (\$250,000.00), a contractor shall pre-qualify with ~~the Authority CFX~~. In order to be pre-qualified with ~~the Authority CFX~~, a contractor shall provide ~~the Authority CFX~~ proof that the contractor is pre-qualified with the Florida Department of Transportation ("FDOT"). For a construction project the cost of which is less than \$250,000.00, the requirement for proof of contractor pre-qualification with FDOT shall be at the sole discretion and election of ~~the Authority CFX~~.

EXHIBIT A
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
QUALIFICATION OF CONTRACTORS

3-2.001 **Pre-qualification to Bid**

In order to be qualified to bid on any construction project for the Central Florida Expressway Authority ("CFX") the cost of which exceeds two hundred and fifty thousand dollars (\$250,000.00), a contractor shall pre-qualify with CFX. In order to be pre-qualified with CFX, a contractor shall provide CFX proof that the contractor is pre-qualified with the Florida Department of Transportation ("FDOT"). For a construction project the cost of which is less than \$250,000.00, the requirement for proof of contractor pre-qualification with FDOT shall be at the sole discretion and election of CFX.


CONSENT AGENDA ITEM

#22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: December 10, 2015

RE: Ratification of Executive Director Approval of
Purchase Orders for Toll System Replacement Project

At its meeting on November 12, 2015, the Board approved a waiver of the procurement policy related to prior approval of purchase orders exceeding \$50,000.00 for equipment for the Toll System Replacement project. In lieu of prior Board approval, the Executive Director was authorized to approve the purchase orders subject to ratification by the Board at the next regular meeting.

The following purchase orders have been approved by the Executive Director. Board ratification of this action is requested.

<u>Vendor</u>	<u>P.O Amount</u>	<u>Procurement Method</u>
CDWG Computer Center	\$331,231.31	Cooperative Purchase - NJPA
Carousel Industries	\$213,678.63	Cooperative Purchase - GSA

Copies of the approved purchase orders are attached.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY (CFX)**

4974 ORL TOWER ROAD
ORLANDO, FL 32807
(407) 690-5000

DATE _____

11/23/2015

PO NUMBER

003708

VENDOR: 00088
CDWG COMPUTER CENTER, INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO, IL 60675

PHONE # (866) 339-5848

FAX # (312) 705-9143

REQUISITION #

SHIP TO CENTRAL FL XWAY AUTHORITY
4974 ORL TOWER ROAD
ORLANDO, FL 32807

**BILL TO: CENTRAL FL XWAY AUTHORITY
4974 ORL TOWER ROAD
ORLANDO, FL 32807**

Tax Exempt ID: 58-12-096893-52C

Contract # :

Special Inst: ATTN: JOAN CHIZZLET

[illegible][illegible]

Authorized Signature

Date _____

Authorized Signature

Date _____

4974 ORL TOWER ROAD
ORLANDO, FL 32807
(407) 690-5000

DATE _____

11/23/2015

PO NUMBER

003708

FAX # (312) 705-9143

REQUISITION #

SHIP TO CENTRAL FL XWAY AUTHORITY
4974 ORL TOWER ROAD
ORLANDO, FL 32807

**BILL TO: CENTRAL FL XWAY AUTHORITY
4974 ORL TOWER ROAD
ORLANDO, FL 32807**

Tax Exempt ID: 58-12-096893-52C

Contract # :

Special Inst: ATTN: JOAN CHIZZLET

[illegible]

SUBTOTAL	331,231.31
FREIGHT	0.00
TOTAL	331,231.31

[illegible]

Authorized Signature Paul Kelle Date 11/23/15

Authorized Signature _____ Date _____



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GPBK304	11070059	10/27/2015

BILL TO:
RENE RODRIGUE
4974 ORL TOWER RD

SHIP TO:
CENTRAL FLORIDA EXP AUTHORITY
Attention To: RENE RODRIGUE
4974 ORL TOWER RD

Accounts Payable
ORLANDO , FL 32807-1684

ORLANDO , FL 32807-1684
Contact: RENE
RODRIGUE 407.690.5162

Customer Phone #407.690.5162

Customer P.O. # SOFTWARE QUOTE

ACCOUNT MANAGER

MIGUEL ROJAS 866.339.5848

SHIPPING METHOD

FEDEX Ground

TERMS

MasterCard/Visa Govt

EXEMPTION CERTIFICATE

GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
26	3178328	MS GSA WIN SRV STD 2012 R2 2PROC Mfg#: P73-06309 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA	604.46	15,715.96
20	3178327	MS GSA WIN SRV DATA CENT 2012 R2 2PR Mfg#: P71-07860 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA	4,217.08	84,341.60
2	3321919	MS GSA SQL SRV CORE SGL STD 2014 Mfg#: 7NQ-00599 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA	2,456.00	4,912.00
22	3321918	MS GSA SQL SRV ENT COR SGL 2014 Mfg#: 7JQ-00796 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA	9,417.70	207,189.40
140	2422716	SYM SEP BND STD LIC EXP BD ESS 1Y Mfg#: 0E7IOZF0-EH1ED Contract: MARKET Electronic distribution - NO MEDIA	28.00	3,920.00
1	3032728	MS GSA MSDN LIC/SA Mfg#: 3VU-00043-3 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA	2,482.35	2,482.35
2	3610482	POWERDSINE S300 GPS NTWK TIME SRV Mfg#: 1520RS300 Contract: MARKET	6,335.00	12,670.00
SUBTOTAL				331,231.31
FREIGHT				0.00
TAX				0.00

US Currency

TOTAL 331,231.31

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

4974 ORL TOWER ROAD
ORLANDO, FL 32807
(407) 690-5000

11/23/2015

003707

SHIP TO TRANSORE
2416 LAKE ORANGE DRIVE
ORLANDO, FL 32837

BILL TO: CENTRAL FL XWAY AUTHORITY
4974 ORL TOWER ROAD
ORLANDO, FL 32807

Tax Exempt ID: 58-12-096893-52C

Contract # :

Special Inst: ATTN: TIRUPALA JAKKA -SCOTT HOOTON

[illegible]

Authorized Signature *Chris Niek* Date *11/23/15*

Authorized Signature _____ Date _____



Central Florida Expressway - Tolls Plaza Switches

Extreme Networks

Created By: Robert Longhurst
Account Executive: Kenneth Jones
Report Created: October 27, 2015
Tracking Number: 200615

GS-35F-0511T

Product						
Deliverable	Part #	Description	Qty	MSRP/Unit	MSRP/Total	Extended Price
Plaza Switches	16701	Summit X460-G2 24 10/100/1000BASE-T, 8 100/1000BASE-X unpop'd SFP (4 SFP ports shared), 4 1000/10GBaseX unpop'd 8FP+ ports, Rear VIM Slot (unpop'd), Rear Timing Slot (unpop'd), 2 unpop'd PSU slots, fan module slot (unpop'd), ExtremeXOS Edge license	24	\$5,200.00	\$124,800.00	\$53,252.16
	10930A	300W AC Power Supply module for Summit X460, X460-G2 & E4G-400 Series Switches - Extended Temperature Range from -10 to +50 degrees Celsius	45	\$495.00	\$23,780.00	\$10,138.39
	10081	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	48	\$15.00	\$720.00	\$307.22
	10945	FAN Module for Summit X460-G2 Series Switches - front to back airflow	24	\$295.00	\$7,080.00	\$3,021.04
	16419	SummitStack module for Summit X460	24	\$296.00	\$7,104.00	\$3,031.28
	16106	SummitStack/UniStack Stacking cable, 0.5M	48	\$195.00	\$9,360.00	\$3,993.91
	16421	ExtremeXOS Advanced Edge License for Summit X460 series switches	24	\$995.00	\$23,880.00	\$10,180.80
CPC Hosts Switches	16701	Summit X460-G2 24 10/100/1000BASE-T, 8 100/1000BASE-X unpop'd SFP (4 SFP ports shared), 4 1000/10GBaseX unpop'd 8FP+ ports, Rear VIM Slot (unpop'd), Rear Timing Slot (unpop'd), 2 unpop'd PSU slots, fan module slot (unpop'd), ExtremeXOS Edge license	4	\$5,200.00	\$20,800.00	\$9,875.36
	10930A	300W AC Power Supply module for Summit X460, X460-G2 & E4G-400 Series Switches - Extended Temperature Range from -10 to +50 degrees Celsius	8	\$468.00	\$3,960.00	\$1,889.73
	10081	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	8	\$15.00	\$120.00	\$51.20
	10945	FAN Module for Summit X460-G2 Series Switches - front to back airflow	4	\$295.00	\$1,180.00	\$503.51
	16419	SummitStack module for Summit X460	4	\$296.00	\$1,184.00	\$505.21
	16106	SummitStack/UniStack Stacking cable, 0.5M	8	\$195.00	\$1,560.00	\$665.65
	PV-50K-SYS	Purview system: Application management for 50K Flows/Minute - using HW Purview engine.	3	\$54,995.00	\$164,985.00	\$70,390.10
	16421	ExtremeXOS Advanced Edge License for Summit X460 series switches	4	\$995.00	\$3,980.00	\$1,898.27
					Sub-Total	\$394,473.00
						\$168,321.63
Installation - Project Management						
Deliverable	Part #	Description	Qty	MSRP/Unit	MSRP/Total	Extended Price
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					Sub-Total	\$0.00
						\$0.00
Manufacturing, Training & Professional Services						
Deliverable	Part #	Description	Qty	MSRP/Unit	MSRP/Total	Extended Price
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					Sub-Total	\$0.00
						\$0.00
Support Contract						
Deliverable	Part #	Description	Qty	MSRP/Unit	MSRP/Total	Extended Price
16419	97004-VIM-SS	EW NBD AHR-VIM-SS - 1 Year	28	\$80.00	\$2,240.00	\$2,240.00
16421	97000-X460AE	EW Software and TAC-X460AE - 1 Year	28	\$125.00	\$3,500.00	\$3,500.00
16701	97004-16701	EW NBD AHR 16701 - 1 Year	28	\$280.00	\$7,280.00	\$7,280.00
PV-50K-SYS	97004-A10154	EW NBD AHR-A10154 - 1 Year	3	\$10,779.00	\$32,337.00	\$32,337.00
					Sub-Total	\$45,357.00
						\$45,357.00
					Product Total	\$394,473.00
						\$168,321.63
					Installation - Project Management Total	\$0.00
						\$0.00
					Training -Professional Services Total	\$0.00
						\$0.00
					Support Contract Total	\$45,357.00
						\$45,357.00
					TOTAL	\$439,830.00
						\$213,678.63

NOTES:


CONSENT AGENDA ITEM

#23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: December 3, 2015

RE: Approval to Purchase Transponders

Board approval is requested to purchase 125,000 sticker type transponders and 125,000 portable transponders from TransCore, LP, for the following cost:

125,000 sticker transponders @ \$7.97 each =	\$ 996,250.00
125,000 portable transponders @ \$15.15 each =	<u>\$1,893,750.00</u>
	\$2,890,000.00

The unit cost per transponder is the price TransCore charges Florida's Turnpike Enterprise and includes shipping.

Delivery of the transponders will be staggered with the first 50,000 units delivered within eight (8) weeks after receipt of the order, then 25,000 units per week thereafter. If we take delivery of all 250,000 units by March 31, 2016, TransCore will give us 5,000 units (2,500 sticker and 2,500 portable) at no cost.



2100 Lake Orange Drive, Suite 100
Orlando, FL 32837
407.382.1301 tel 407.382.8914 fax

December 2, 2015

Mr. Corey Quinn, P.E.
Chief of Technology/Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Subj: Transponder order quotation

Dear Mr. Quinn:

TransCore is pleased to present the following quotation in response to your request for transponders:

1. 125,000 SeGo portable transponders @ \$15.15 each, plus applicable tax
2. 125,000 SeGo mini 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.

In addition, TransCore will provide 2,500 portable transponders and 2,500 sticker transponders free of charge if CFX takes delivery of all 250,000 transponders by March 31, 2016.

Thank you for your consideration. If there are any questions, feel free to contact me at (321) 281-4051.

Best regards,



Jim Wilson, PMP
Senior Vice President
TransCore

CC: George McGraw, TransCore

CONSENT AGENDA ITEM

#24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: November 17, 2015

RE: Approval of Purchase Order to Daktronics for
Single Line Dynamic Message Signs

Board approval is requested to issue a purchase order in the amount of \$2,636,660.00 to Daktronics to procure 52 new single line dynamic message signs (DMS). The DMS will be installed systemwide at mainline toll plazas to upgrade existing signage, improve safety and reduce maintenance costs. The existing signs were installed between 2005 and 2012 by another manufacturer and their controllers and power supplies are no longer being supported or repaired. The new signs are designed to allow the majority of maintenance to be performed without the need for a lane closure which will reduce maintenance costs and allow for signs to be repaired more quickly.

Daktronics signs have a history of reliability in the industry and at locations on our system where they have previously been installed. Our existing software is compatible with the Daktronics signs which will reduce the need for new training for maintenance and operation. For these reasons (compatibility with existing software, standardization on a brand, consistency with staff training) we have designated the Daktronics DMS as a single source provider.

Under the Procurement Policy, Article XII, Exemptions From Competitive Procurement Processes, paragraph M, Single Source and Sole Source Purchases, this procurement is exempt from competitive procurement requirements; however, Board approval is required since the amount will exceed \$50,000.00.

Memo

To: Corey Quinn, P.E. / CFX

From: Charles R. Lattimer, P.E.

Date: November 16, 2015

cc: Chirayu Amin / Atkins

Subject: Single-line DMS upgrade (CFX Project 599-525)
Single-source procurement of Daktronics dynamic message signs

The Authority desires to upgrade fifty-two (52) overhead dynamic message signs (DMS) throughout the expressway system at mainline toll plaza locations to improve safety and reduce long-term maintenance cost. These signs will enhance safety messaging capabilities in the E-PASS open road tolling lanes at CFX mainline toll plazas. Funding for this project has been included in the Five-Year Work Plan to cover the acquisition and deployment of these signs.

Items to be procured are as follows:

- Fifty-two (52) Daktronics Model No. VX-2428-48X256-20-RGB dynamic message signs that will be owner-furnished to a contractor for installation.
- Spare parts to service fifty-two (52) Daktronics Model No. VX-2428-48X256-20-RGB DMS.
- Testing and training for Authority staff and Authority-approved representatives.

These DMS will be deployed by Project 599-525, whose design is scheduled for completion in December 2015. To ensure deployment of a consistent product throughout the system, it is recommended that Daktronics be single-sourced due to the Authority's previous successful installation of their signs and the ability to utilize the existing software already maintained by CFX. The concept of the Authority purchasing these DMS directly from Daktronics and owner-furnishing these signs to the project contractor has been investigated and is recommended. The advantages to this approach include:

1. The signs will meet the standards of quality and appearance being sought by the Authority.
2. The Authority will realize cost savings by bulk-purchasing the materials. By procuring these items as owner-furnished, the Authority may save the markup it might otherwise have paid to the Contractor.
3. By procuring these items as Owner-furnished, the Authority's cost will be reduced by its tax-exempt status.

Daktronics Inc. has provided the Authority with a quotation in the amount of \$2,636,660.00 for the direct procurement of the items listed above. Atkins recommends seeking Board approval to issue a purchase order in the amount of \$2,636,660.00 to Daktronics Inc. for the purchase of fifty-two DMS, spare parts, and associated training.

Please contact me at (407) 647-7275 if you would like to discuss further.

Approved
Charles R. Lattimer

DAKTRONICS QUOTE # 533429-1-2

Central Florida Expressway Authority
Corey Quinn
4974 ORL Tower Road
Orlando, FL USA 32807
Phone: (407)690-5000
Fax:
Email: corey.quinn@cfxway.com

26/Oct/2015
Quote valid for: 90 days
Terms: AGREEMENT
FOB: DESTINATION
Delivery: See Daktronics Project Lead
Times Below

**Reference: Central Florida Expressway Authority - Lane Status Dynamic Message Sign
(DMS) Upgrade Project 599-5**

Item No.	Model	Description	Qty	Unit Price	Extended Price
1	VX-2428-48X256-20-RGB	Front Access Lane Status DMS. Full Color, 20mm Pixel Pitch. Includes DMS Controller. Power Supplies to Be Mounted in Traffic Cabinets furnished by Others.	52	\$50,705.00	\$2,636,660.00
Total Price Excluding Sales Tax:					\$2,636,660.00

DAKTRONICS QUOTE # 533429-1-2

Installation Responsibilities:

Please reference Installation Responsibilities Sheet(s).

Optional Items:

- 1) Extra on-site VMS support - this fee is for instance when the buyer requests Daktronics on-site presence, but our personnel are unable to work because the VMS sites are not ready. These charges are not assessed in the event of inclement weather or if we underestimate our required on-site time:
 - On-site support labor: \$1,250 per day
 - On-site support travel: \$1,600 per round trip from South Dakota to job site
- 2) VMS signal cable (VMS to control equipment cabinet) in excess of the quantity quoted: \$1.35 per linear foot

Daktronics Project Lead Times:

Below are some general lead time milestones for reference. Please contact Daktronics prior to placing order to confirm current available lead times, as they are subject to change.

- 1) VMS technical submittal: 30 days after receipt of Purchase Order.
- 2) VMS equipment and software delivery: 90-120 days after receipt of approved submittal.
- 3) Our VMS installation support and training staff can be on-site with two (2) weeks advance notice from buyer.

Terms:

- If a payment bond containing terms reasonably acceptable to Daktronics secures the order, we are generally flexible on terms. These terms may include progress payments or other options depending on credit review and contract structure.
- If the contract is not secured with a payment bond, the payment terms are subject to review of the contract structure and credit of receiver.
- If no prior arrangement has been agreed to, terms are 50% due with order and 50% prior to shipment.
- Refer to standard terms & conditions for charge on late payments

Policy with Regards to Order Cancellations:

The purpose of having an order cancellation policy is to recuperate costs associated with partial performance on a purchase order for equipment. Daktronics incurs costs in processing the order, manufacturing the ordered equipment to the date of cancellation, storage, and efforts to resell the equipment. Daktronics shall charge a 25% restocking fee on all cancelled orders for standard products and may charge up to a 35% fee on non-standard products. Call Counsel with any questions or concerns.

Taxes:

Buyer must provide a sales tax exemption number/certificate to claim exemption. Sales tax will be included in the final price if the sales tax exemption number/certificate is unavailable.

Contingencies:

Any quotation to contractor is contingent upon the contractor receiving award of the contract. Any quotation also is contingent on Daktronics' meeting applicable plans and specifications. Both Daktronics and contractor shall bear their own cost, and not be responsible to each other for any costs associated with attempts to meet or amend the plans and specifications.



LeAnn Holler
PHONE: 704-796-0343
FAX: 605-697-4700
EMAIL: Leann.Holler@daktronics.com



Brandy Louwagie
PHONE: 605-692-0200
FAX:
EMAIL: Brandy.Louwagie@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this quote are available upon request or by clicking the links below:

SL-02375 Standard Terms and Conditions of Sale
SL-02374 Standard Warranty and Limitation of Seller's Liability
SL-07862 Software License Agreement

(www.daktronics.com/terms_conditions/SL-02375.pdf)
(www.daktronics.com/terms_conditions/SL-02374.pdf)
(www.daktronics.com/terms_conditions/SL-07862.pdf)

DAKTRONICS QUOTE # 533429-1-2

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

Print Name

Date

SHIP TO:		<input type="checkbox"/> Same as Bill to
Company		
Contact Person		
Address		
City		
State	Zip	
Telephone		
Fax		
Email		

BILL TO (if different from page 1):	
*Required Information	
*Company	
Contact Person	
Address	
*City	
*State	*Zip
Telephone	
Fax	
Email	

Attachment A
Transportation (DMS) Installation Responsibilities Checklist

Daktronics	Customer		Description
X		1.	Five (5) Year Gold Service Plan (Parts Only)
X		2.	Professional Engineer certification of DMS housing structural design
X		3.	Sixty (60) Spare Mods, Six (6) Spare Controllers, (6) Spare Power Supplies, Six (6) Spare VCB's and Twelve (12) Spare Sensors
X		4.	10,000 ft spool of MM Signal Cable per project requirements
X		5.	DMS Controller @ 1 per DMS (To Be Located in Control Equipment Cabinet by Others)
X		6.	On-site DMS testing support
X		7.	Shipping to a Florida drop site
X		8.	Operation and Maintenance Manuals
	X	9.	Operation and Maintenance Training
	X	10.	Operational factory and field tests
X		11.	NTCIP testing documentation
	X	12.	Central control computer or laptop computer
	X	13.	Vanguard® Control Software
	X	14.	Field demonstration test
	X	15.	Optional items listed herein
	X	16.	DMS support structure and structure footing (engineering, material, and installation)
	X	17.	DMS mounting hardware (nuts, bolts, washers, shims, etc.)
	X	18.	Control equipment mounting pad (material and installation)
	X	19.	Control equipment physical installation (off-loading from delivery truck, mounting on pad, etc.)
	X	20.	DMS physical installation (off-loading DMS from the delivery truck, lifting, hanging, mounting, etc.)
	X	21.	Lane closures and other traffic management costs during DMS installation, DMS testing, and maintenance
	X	22.	DMS and control equipment cabinet earth grounding
	X	23.	Power and signal conduit, incoming to the DMS (1.5-inch conduit is typical, but requires buyer verification)
	X	24.	Power cabling, DMS to control cabinet
	X	25.	Electrical power, start up and operating fees
	X	26.	Communication cable and equipment (telephone, fiber, or CDPD communications backbone and its installation)
	X	27.	Communications service start-up and operating fees
	X	28.	DMS Vertical Supports
	X	29.	Payment/Performance bonds or Permits
	X	30.	Control Equipment Cabinets
	X	31.	UPS System

Attachment A
Transportation (DMS) Installation Responsibilities Checklist

Daktronics	Customer		Description
	X	32.	Auxiliary Control Panel

EXHIBIT "B"

Executive Director Monthly Report December 10, 2015

The Central Florida Expressway Authority Snapshot Summary for October is attached.

An executive dashboard is attached for your review and comment. The dashboard will continue to evolve with Board member input.

Farmland Reserve/Suburban Land Reserve, All Aboard Florida (AAF) and CFX have scheduled the close for the CFX purchase of FRI/SLR land and the CFX conveyance of easements to AAF for December 16, 2015.

Corey Quinn, Chief of Technology/Operations attended the third annual Florida Automated Vehicles Summit in Jacksonville Florida on Tuesday, December 1, 2015. This event was an update on autonomous vehicles, connected vehicles, and future business models. It also covered policy in the State of Florida and was led by Senator Jeff Brandes. A presentation on autonomous and connected vehicles will be prepared for the Board in the near future.

CFX continues to install wrong way driving technology on our system. The installation is on schedule and continues to work effectively at the completed locations.

Michelle Maikisch attended the Florida Transportation Commission meeting held in Jacksonville on November 30, 2015.

Michelle Maikisch and I met with the following legislators on November 18, 2015:

Senator Geraldine Thompson	Representative Rene Plasencia
Representative Jason Brodeur	Representative Bob Cortes
Representative Mike Miller	Representative Jeanette Nunez
Representative David Santiago	Representative Tom Goodson

The CFX team continues to meet with Maglev representatives to draft an agreement to utilize a portion of SR 528 right of way to build an elevated maglev or light rail system. The draft agreement will determine compensation for CFX revenue diversion in exchange for the needed property easements.

The valuation methodology to facilitate the buy/swap of SR 417 and SR 429 in Seminole and Osceola Counties will be discussed with Ben Watkins, Director of the Florida Division of Bond Finance on December 17, 2015. The Division of Bond Finance is responsible for issuing bonds for the State of Florida and advises FDOT on debt management policies.

The CFX team continues to meet with Florida's Turnpike (FTE) staff to discuss their schedule for building managed lanes to facilitate congestion pricing on SR 417 and SR 528. FTE's schedule for SR 417 calls for construction to begin June of 2016 from the

Seminole County line to SR 434. FTE has already started construction on SR 528 managed lanes, which will run from the Turnpike east to McCoy Road.

CFX received the 1000+ page executed contract between Xerox and Florida's Turnpike for the Centralized Customer Service System this past month. Staff will provide an executive summary of the contract when an analysis of the document is completed.

I worked with our CFX team as a Toll Attendant, a Customer Service Representative and an Image Review Technician on November 24, 2015 to better understand our customer issues and team member perspectives. Board member Andria Herr will be participating in the same roles the afternoon of December 18, 2015.

CFX staff attended/presented at the following meetings/events this past month:

Ocoee Founder's Day (E-PASS promotion) – 11/13 & 11/14

Orange County Teach-In (CFX Staff Presented at Multiple Schools) – 11/19

UCF School of Engineering class – 11/17

Sullivan Ranch HOA (Wekiva Parkway presentation) – 11/17

East Lake County Chamber of Commerce (Wekiva Parkway presentation) – 11/19

Light Up UCF (E-PASS promotion) – 11/20 & 12/4

Orange County 4-H Eco Explorers (Wekiva Parkway presentation) – 11/23

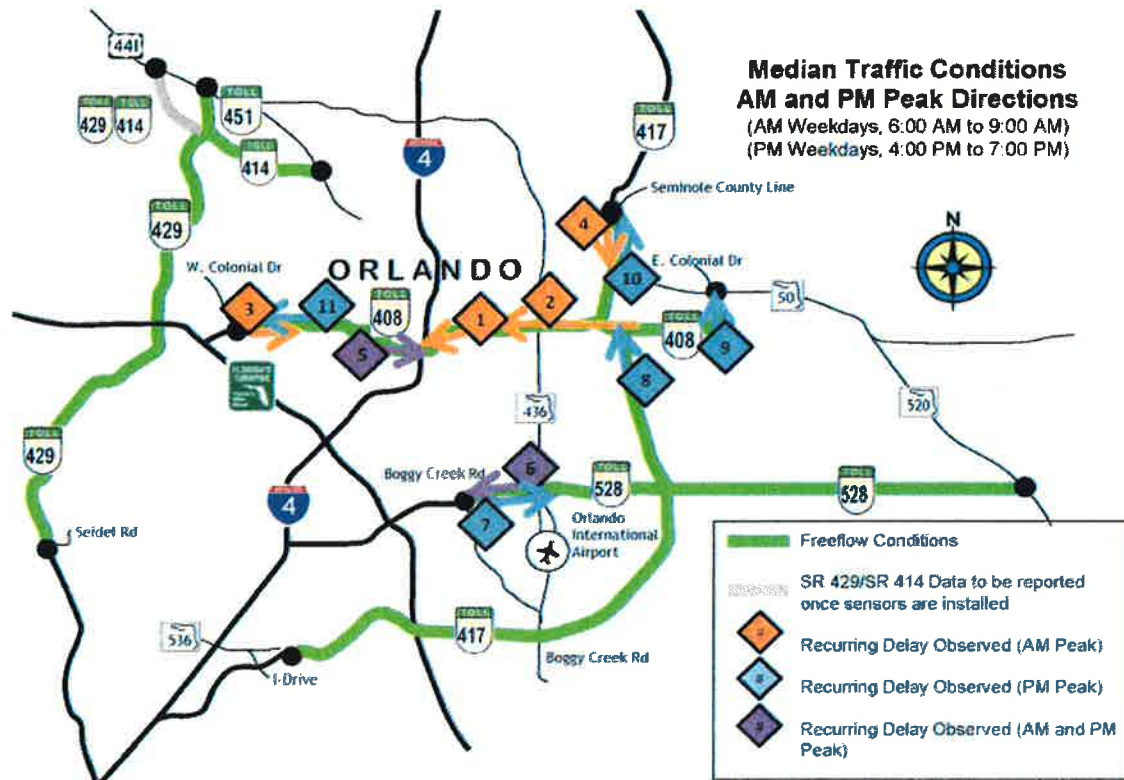
Twelve Oaks RV Resort (Wekiva Parkway presentation) – 12/1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Snapshot Summary

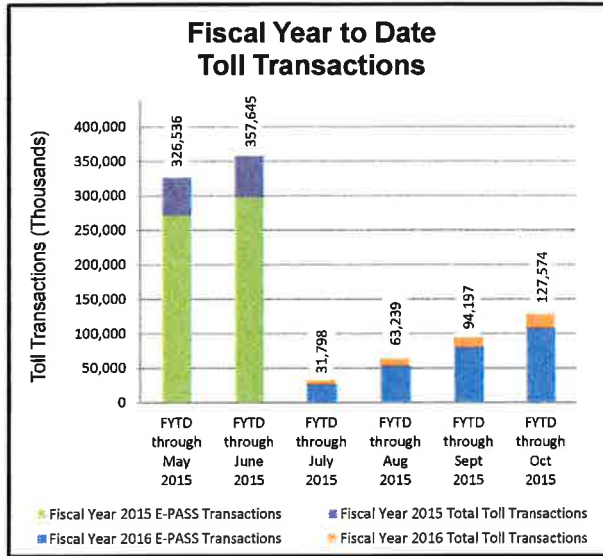
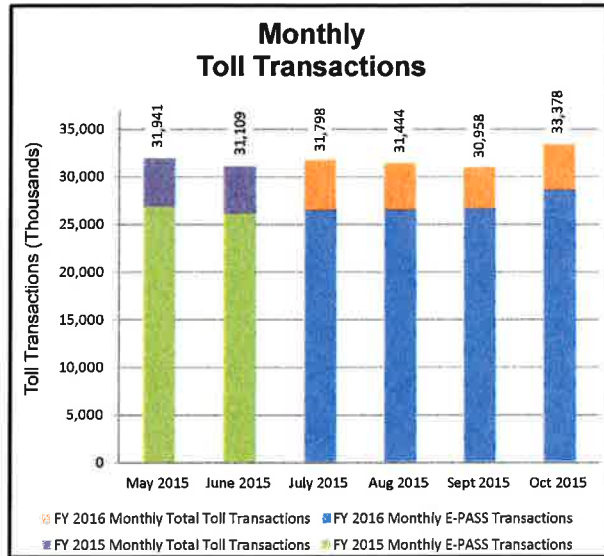
October 2015

SYSTEMWIDE TRAVEL CONDITIONS



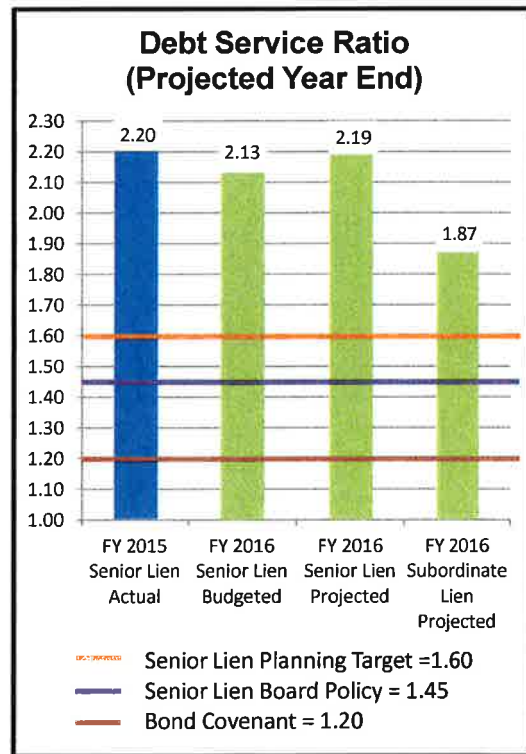
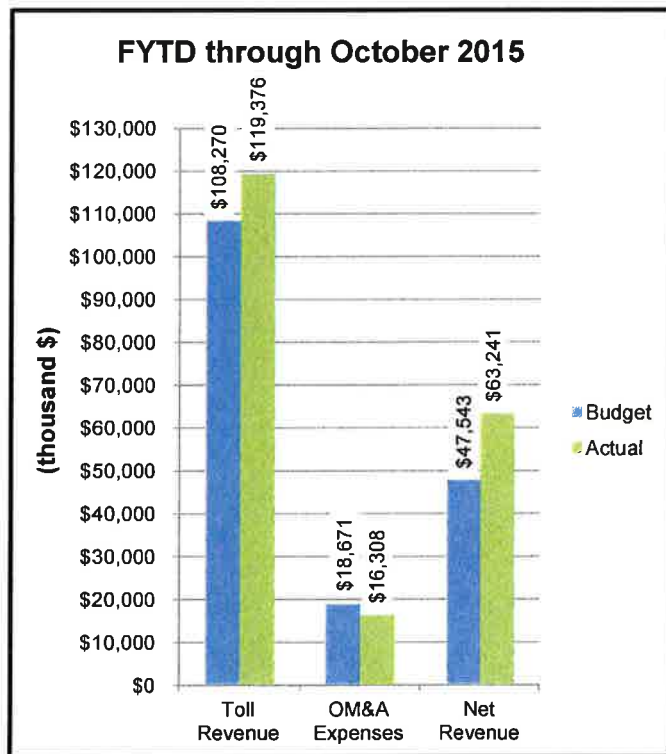
Delay Location and Remedy Project				
Delay Number	Delay Location	Planned Work Plan Projects		
		Number	Name	Status
Morning (AM) Peak Direction				
1	SR 408 WB from Mills Avenue to I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
2	SR 408 WB from Dean Road to Mills Avenue	-	-	Heavy traffic merging. Continue to monitor situation.
3	SR 408 EB from West SR 50 to Hiwassee Road	408-127	SR 408 Widening from Good Homes Road to Hiwassee Road	Design underway
4	SR 417 from County Line to University Boulevard	TBD	SR 417 Widening from Econ Trail to County Line	Design FY 2016
5	SR 408 EB approaching I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
6	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
Afternoon (PM) Peak Direction				
5	SR 408 EB approaching I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
6	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
7	SR 528 EB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
8	SR 417 NB from Curry Ford Road to SR 417	253F	SR 408/417 Interchange and SR 417 Widening	Construction underway
9	SR 408 EB approaching East SR 50	-	-	On going SR 50 construction by FDOT
10	SR 417 NB from SR 50 to University Boulevard	TBD	SR 417 Widening from Econ Trail to County Line	Design FY 2016
11	SR 408 WB from Kirkman Road to Good Homes Road	408-127	SR 408 Widening from Good Homes Road to Hiwassee Road	Design underway

TRAFFIC SUMMARY

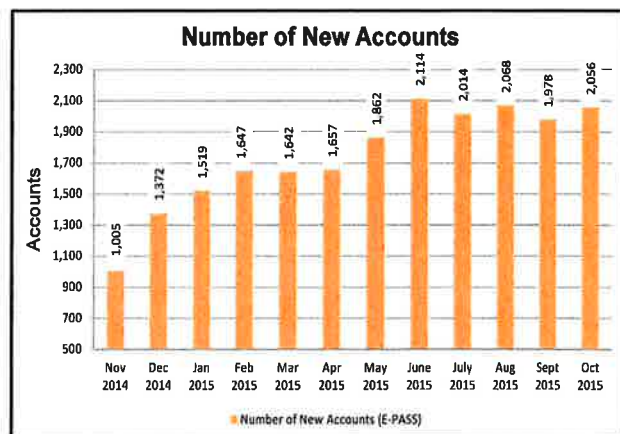
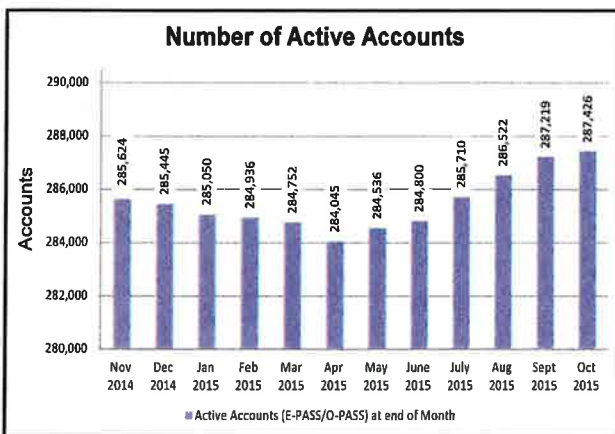
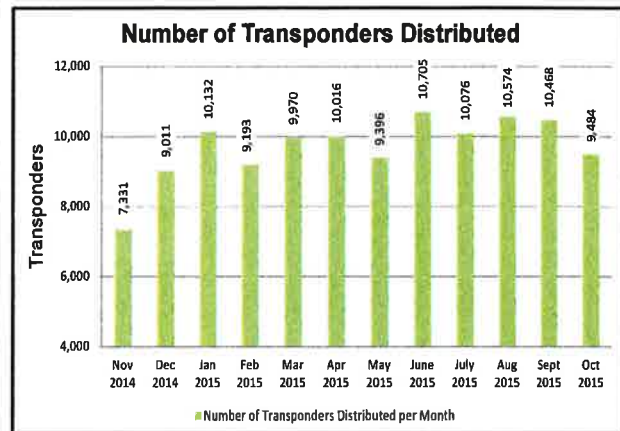
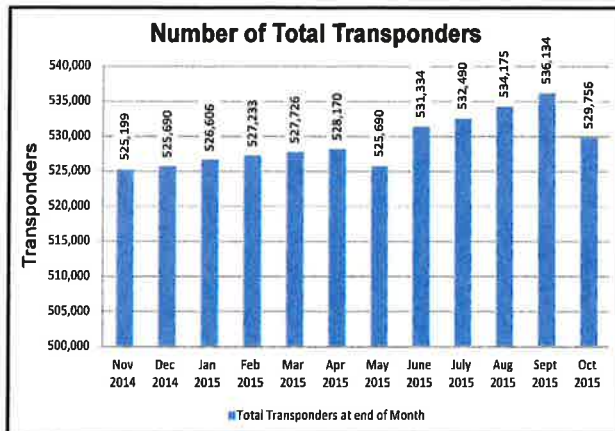


Transactions are shown for the past 6 months.

FINANCIAL



E-PASS TRANSPONDERS AND ACCOUNTS



Notes:

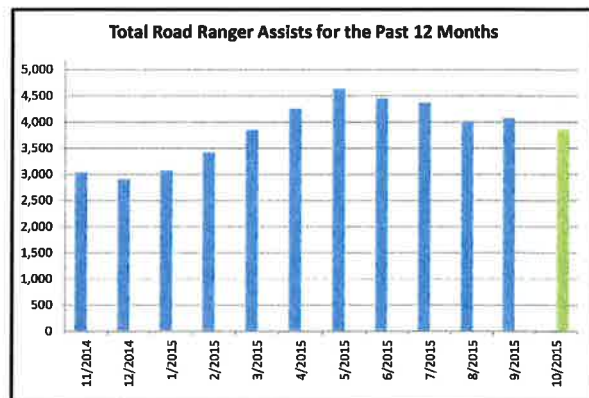
1. Transponder and account information is shown for the past 12 months.
2. Monthly transponders distributed include, but are not limited to new accounts, change in auto ownership, and replacement of old transponders with a newer version or sticker tag.
3. Active accounts are those showing activity within the past year.

CUSTOMER SERVICE

Average E-PASS Service Wait Times

	Observed	Goal
Call Center	1 min, 23 sec	< 1 min
East Walk-In Center	2 min, 49 sec	< 5 min
West Walk-In Center	2 min, 47 sec	< 5 min

Road Ranger Assists: 3,854



OPERATIONAL IMPROVEMENTS AND SAFETY

Project Highlight

June 2015 was the first operational month of the *Wrong Way Driving Countermeasures Pilot Project*. The pilot project was implemented at the SR 408 Hiawasse Road and Kirkman Road interchanges. During the month of October 2015, there were 3 documented turn-arounds.

Project 599-526A, Wrong Way Countermeasures Phase II is currently in the bidding phase.



Current and Upcoming Operational / Safety Enhancement Activities

- Project 429-654C, SB SR 429 Ramp to CR 535 (under construction)
- Project 528-405, SR 528 Airport Mainline Toll Plaza Demolition (under construction)
- Project 599-616B, Trailblazer Replacement Phase II (under construction)
- Project 599-729, SR 408 and SR 417 Guide Sign Replacements (under construction)
- Project 417-129, SR 417 Pedestrian Safety Improvements at Landstar (bidding)
- Project 599-126, SB SR 417 to WB SR 528 Ramp Realignment (under design)
- Project 599-525, Systemwide Plaza DMS Upgrades (under design)
- Project 599-736, Systemwide RPM Replacement (under design)

MAJOR DESIGN AND CONSTRUCTION FUNDED PROJECTS SUMMARY

The schedules reflect the anticipated procurement activities. They are based on the current FY 16-20 Work Plan and are subject to change.

Project No.	Project Name	2015	2016	2017	2018	2019	2020
417-301C	SR 417 / Boggy Creek Road Interchange						
528-405	SR 528 Airport Toll Plaza Demolition						
408-254	SR 408 Eastern Extension PD&E						
417-731A	SR 417 Resurfacing from SR 50 to Orange/Seminole County Line						
429-202	Wekiva Parkway (1A) - US 441 to N of Ponkan Road						
429-203	Wekiva Parkway (1B) - N of Ponkan Road to N of Kelly Park Road						
253F	SR 408 / SR 417 Interchange (Phase I)						
417-733	SR 417 Resurfacing from I-Drive to Moss Park						
429-204	Wekiva Parkway (2B) - N of Kelly Park Rd to CR 437 and Lake County Line						
599-126	SR 417 / SR 528 Ramp Improvements						
429-205	Wekiva Parkway (2A) - CR 437 to ML Plymouth Road						
429-206	Wekiva Parkway (2C) - Lake County Line to SR 46						
528-313	SR 528 / Innovation Way Interchange						
599-903	Toll Collection System Upgrade						
528-131	SR 528 Econ River Bridge						
408-127	SR 408 Widening from Good Homes Road to East of Hiawasse Road						
TBD	SR 429 Resurfacing from Seidel Road to CR 535						
TBD	SR 528 Resurfacing from SR 436 to Goldenrod Road						
TBD	SR 408 Resurfacing from West SR 50 to I-4						
408-128	SR 408 Widening from SR 417 to Alafaya Trail						
528-130	SR 528 / SR 436 Bridge Deck Replacement						
TBD	SR 417 Widening from Econlockhatchee Trail to County Line						
TBD	SR 528 Resurfacing from Goldenrod Road to SR 520						
TBD	SR 528 Widening from Narcoossee Road to SR 417						
TBD	SR 408 Resurfacing from East of I-4 to Yucatan Drive						
TBD	SR 414 Resurfacing from SR 429 to US 441						
TBD	SR 417 Resurfacing from Moss Park to Innovation Way						
		FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	

Design Construction PD&E



PERFORMANCE DASHBOARD: OCTOBER 2015

CUSTOMER SERVICE

	Activity		Wait Time	
	Actual	Avg	Actual	Target
Call Center	76,334	72,352	1:23	<1m
Service Center: East	10,629	10,748	2:49	<5m
Service Center: West	3,338	3,401	2:47	<5m



AVERAGE SPEED: PEAK DIRECTION

AVERAGE SPEED: PEAK DIRECTION		AM Peak (6-9)		PM Peak (4-9)
		mph	Avg	Avg
SR 408	W. SR 50 to E. SR 50	55-65	53 <div><div></div></div>	55 <div><div></div></div>
SR 417	Int'l Dr. to Seminole Co. Line	55-70	67 <div><div></div></div>	64 <div><div></div></div>
SR 528	Sand Lake Rd. to SR 520	70	64 <div><div></div></div>	61 <div><div></div></div>
SR 429	Seidel Rd. to SR 414	70	67 <div><div></div></div>	66 <div><div></div></div>
SR 451	SR 429 to US 441	65	60 <div><div></div></div>	60 <div><div></div></div>
SR 414	US 441 to US 441	65	65 <div><div></div></div>	64 <div><div></div></div>

< 10% 10%-20% >= 20%

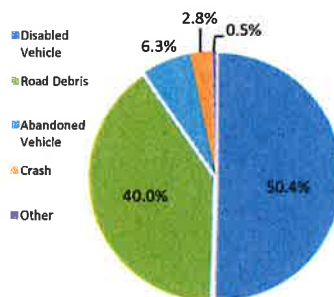
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spend	% Spend	% Time	VAR
SR 417/Boggy Creek Rd. Interchange Improvements	\$72.6	\$69.2	95%	86%	
SR 528 Airport Mainline Toll Plaza & Ramp Plaza	\$39.0	\$26.1	67%	65%	
SR 417 Milling & Resurfacing, SR 50 to Orange/Seminole Line	\$6.3	\$1.7	27%	43%	
SR 429/CR 535 South Ramp Improvements	\$2.0	\$0.7	33%	39%	
SR 429, US 441 to North of Ponkan Road	\$56.2	\$5.4	10%	21%	
SR 429 North of Ponkan Rd. to North of Kelly Park Rd.	\$46.6	\$1.9	4%	14%	

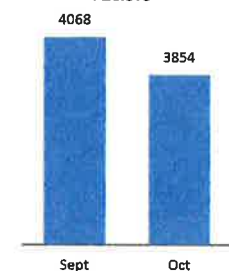
Legend: Spend vs. Time <10 11-20 >= 21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS



ROAD RANGER: NUMBER OF ASSISTS



2013 FATALITIES

1.09 Nationwide: Arterials, Limited Access, Toll Roads
0.29* FDOT: Urban Toll Roads
0.22 CFX: Toll Road Urban Only

Per 100 Million Vehicles Miles Traveled
*2009-2013 - 5 Year Avg

WRONG WAY DRIVING (WWD)

	Vehicles Detected	Turn Arounds
5 Locations	7	3

FINANCIALS

FINANCIALS

Year to Date	Actual	Budget	VAR
Total Revenue	\$127.3	\$113.8	12%
OM&A Expenses	\$16.3	\$18.7	13%
Net Revenue	\$63.2	\$47.5	33%

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.19	2.15
Subordinate Lien	1.87	1.81

TOTAL TRANSACTIONS (millions)

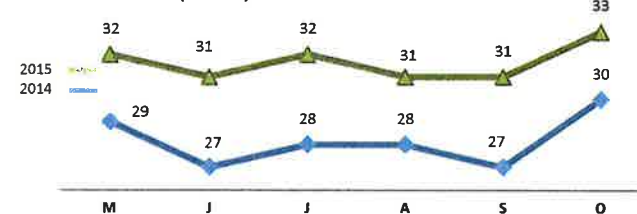


EXHIBIT "C"

**RESOLUTION OF THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY AMENDING THE CFX
CODE OF ETHICS TO REQUIRE FINANCIAL
DISCLOSURE BY STANDING COMMITTEE
MEMBERS**

WHEREAS, within the organizational makeup of the Central Florida Expressway Authority ("CFX") the Audit, Finance, Operations and Right of Way Committees conduct business and advise the CFX governing board and management staff; and

WHEREAS, the CFX governing board deems it in the best interest of the Authority for the individuals appointed to such committees to file financial disclosure; and

WHEREAS, Section 112.3145(1)(a)2.f. Florida Statutes provides that the appointing authority may require a Statement of Financial Interest from appointed members of local boards;

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. Section 6.3.01(d) of the CFX Code of Ethics is hereby created to read as follows:

- (d) Board members shall file a Form 6 Full and Public Disclosure of Financial Interests annual financial disclosure as provided by Florida Statute 348.003(4)(c). Commencing with the reporting period for calendar year 2015, CFX Committee members shall be required to file Form 1 Statement of Financial Interest with the Supervisor of Elections in the county in which the Committee member permanently resides as provided by Florida Statute 112.3145(1)(a)2.f.

Section 2. EFFECTIVE DATE. This amendment shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of December, 2015.

Welton G. Cadwell, CFX Board Chairman

ATTEST: _____
Darleen Mazzillo, Executive Assistant

Approved as to form and legality

Joseph L. Passiatore, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

October 9, 2015

C. Christopher Anderson, III
General Counsel/Deputy Executive Director
325 John Knox Road
Building 3, Suite 200
Tallahassee, FL 32303

Dear Mr. Anderson:

I serve as general counsel to the Central Florida Expressway Authority ("CFX") and the question has been raised as to whether members of our standing committees are required to file Form 1 financial disclosures.

Would it be possible for you to review the attached committee charters and advise as to whether these committee members are required to file Form 1? To date they have not been filing them based upon my opinion that these are advisory committees and that Florida Statute 112.3145 does not apply to these individuals.

Alternatively, if the Commission agrees that these Committee members are not required to file financial disclosure could you also advise as to whether CFX would be authorized to unilaterally impose the filing requirement as part of its own Code of Ethics?

Please feel free to call me at (407) 690-5381 and thank you very much for your time, expertise and past assistance in these matters.

Sincerely,



Joseph L. Passiatore
General Counsel

JLP/ml
Attachments

Stanley M. Weston

Chair

Matthew F. Carlucci

Vice Chair

Michelle Anchors

Michael Cox

I. Martin Ford

Tom Freeman

Wiley Horton

Susan Horovitz Maurer

Linda McKee Robison



**State of Florida
COMMISSION ON ETHICS
P.O. Drawer 15709
Tallahassee, Florida 32317-5709**

**325 John Knox Road
Building E, Suite 200
Tallahassee, Florida 32303**

Virindia Doss

Executive Director

C. Christopher Anderson, III

General Counsel/

Deputy Executive Director

(850) 488-7864 Phone

(850) 488-3077 (FAX)

www.ethics.state.fl.us

"A Public Office is a Public Trust"

October 27, 2015

Joseph L. Passiatore, General Counsel, Central Florida Expressway Authority

Via email, to Mimi Lauate, paralegal, at Mimi.Lamaute@CFXWay.com

Dear Mr. Passiatore:

This letter is the response to your inquiry, received via email October 22, 2015, regarding any financial disclosure requirements that may be applicable to members of standing committees that report to the Central Florida Expressway Authority ("CFX").

Based on the charters you provided, the Audit Committee, Finance Committee, Operations Committee, and Right of Way Committee each have five voting members who are selected from the staff of local government agencies. These committees give public notice of meetings, keep minutes, and in some instances have the power to hire their own experts. Committee chairs attend CFX board meetings and submit committee recommendations for consideration, but the authority to make binding determinations lies with the CFX board, whose members file CE Form 6 Full and Public Disclosure of Financial Interests.

The Code of Ethics for Public Officers and Employees states that "local officers" are required to file CE Form 1 Statement of Financial Interests, and defines local officer at Section 112.3145(1)(a)1-3, Florida Statutes. Elected officials, and appointees filing the remainder of an elected official's term, must file disclosure forms. Financial disclosure is required for members of the governing body of a political subdivision or community college. Members of boards that enforce local code provisions, planning and zoning boards, and pension or retirement boards also must file. Persons who serve on independent boards that exercise authority over land use are subject to the requirement, pursuant to Section 112.3145(1)(a)2.d, but persons serving on citizen advisory committees, technical coordinating committees, and groups that only have the power to make recommendations to a planning or zoning board are exempt. The statute also lists specified local officials and employees who must disclose their finances.

CFX standing committees do not appear to be among the enumerated boards subject to the financial disclosure law. Section 112.3145(1)(a)2.a-e. Therefore, it does not appear that standing committee members are required to file.

Joseph L. Passiatore
October 27, 2015
Page 2

You state that standing committee members have not been required to file Form 1, but you seek advice on whether CFX may impose this obligation as part of its own Code of Ethics. Section 112.3145(1)(a)2.f, Florida Statutes, provides that the appointing authority may require a Statement of Financial Interest from appointed members of local boards. Accordingly, the CFX board, pursuant to and as specified in that provision, can make members of these standing committees "local officers" who are required to file Form 1.¹

In sum, Section 112.3145, Florida Statutes, apparently does not require financial disclosure from members of CFX standing committees,² but the CFX board may require such disclosure.

Sincerely,

Susan Herendeen

Susan Herendeen
Staff Attorney

¹ "Local officers" who are required to disclose their finances also are subject to the gifts and honoraria laws of Sections 112.3148, 112.31485, and 112.3149, Florida Statutes.

² If a standing committee member holds another position in government, he or she should examine that position under all of the definitions of "local officer" to see if the other position may require financial disclosure.

FORM 1**STATEMENT OF
FINANCIAL INTERESTS****2014**Please print or type your name, mailing
address, agency name, and position below:**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY :

ZIP :

COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF ☐ CANDIDATE OR ☐ NEW EMPLOYEE OR APPOINTEE****** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ********DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

☐ DECEMBER 31, 2014 OR ☐ SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: _____**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING:

☐ COMPARATIVE (PERCENTAGE) THRESHOLDS OR ☐ DOLLAR VALUE THRESHOLDS**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")**FILING INSTRUCTIONS** for when
and where to file this form are
located at the bottom of page 2.**INSTRUCTIONS** on who must file
this form and how to fill it out
begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE

BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR

ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

BUSINESS ENTITY # 1

BUSINESS ENTITY # 2

NAME OF BUSINESS ENTITY

ADDRESS OF BUSINESS ENTITY

PRINCIPAL BUSINESS ACTIVITY

POSITION HELD WITH ENTITY

I OWN MORE THAN A 5% INTEREST IN THE BUSINESS

NATURE OF MY OWNERSHIP INTEREST

IF ANY OF PARTS A THROUGH F ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE OF FILER:

Signature: _____

Date Signed: _____

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

WHAT TO FILE:

After completing all parts of this form, **including signing and dating it**, send back only the first sheet (pages 1 and 2) for filing.

If you have nothing to report in a particular section, you must write "none" or "n/a" in that section(s).

NOTE:

MULTIPLE FILING UNNECESSARY:

A candidate who previously filed Form 1 because of another public position must at least file a copy of his or her original Form 1 when qualifying. A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHERE TO FILE:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.)

State officers or specified state employees file with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303.

Candidates file this form together with their qualifying papers.

To determine what category your position falls under, see the "Who Must File" Instructions on page 3.

Facsimiles will not be accepted.

WHEN TO FILE:

Initially, each local officer/employee, state officer, and specified state employee must file ***within 30 days*** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates for publicly-elected local office must file at the same time they file their qualifying papers.

Thereafter, local officers/employees, state officers, and specified state employees are required to file by July 1st following each calendar year in which they hold their positions.

Finally, at the end of office or employment, each local officer/employee, state officer, and specified state employee is required to file a final disclosure form (Form 1F) within 60 days of leaving office or employment. However, filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if he or she was in their position on December 31, 2014.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. [s. 112.3145, F.S. - applicable to non-judicial officials] Failure to file also can result in removal from public office or employment. [Ch. 2014-183, Laws of Florida]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal, or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Workforce Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; members of the board of Triumph Gulf Coast, Inc; members of the board of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, and the local Boards of Trustees and Presidents of state universities.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or

municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$20,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, Assistant Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$20,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (At Top of Form):

If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. Your coordinator is identified in the financial disclosure portal on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: This should be the name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

OFFICE OR POSITION HELD OR SOUGHT: Use the title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071(4)(d), F.S., whose home address is exempt from disclosure, the Commission is required to maintain the confidentiality of your home address if you submit a written request for confidentiality. Persons listed in Section 119.071(4)(d), F.S., are encouraged to provide an address other than their home address.

DISCLOSURE PERIOD: The tax year for most individuals is the calendar year (January 1 through December 31). If that is the case for you, then your financial interests should be reported for the calendar year 2014; just check the box and you do not need to add any information in this part of the form. However, if you file your IRS tax return based on a tax year that is not the calendar year, you should specify the dates of your tax year in this portion of the form and check the appropriate box. This is the time frame or "disclosure period" for your report.

MANNER OF CALCULATING REPORTABLE INTEREST

As noted on the form, filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1 or (b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary from serving in the position(s) which requires you to file this form. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than \$2,500, then you should list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, then you should list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, then you should list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, you are required to list only each individual company from which you derived more than \$2,500, rather than aggregating all of your investment income.

— If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), then you should list as a source of income the name of the purchaser, the purchaser's address, and the purchaser's principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed simply as "sale of (name of company) stock," for example.

— If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2 or (b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported as "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) during the disclosure period more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**

(2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3 or (b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the previous tax year in excess of 5% of the property's value. You are not required to list your residences and vacation homes.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you are more than a 5% partner in a partnership or stockholder in a corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3 or (b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained in* a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

[Required by s. 112.3145(3)(a)4 or (b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and have signed as being jointly liable or jointly and severally liable, then this is not a contingent liability.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(5), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage

licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

You are required to disclose in this part of the form the fact that you owned during the disclosure period an interest in, or held any of certain positions with, particular types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, you must indicate that fact and describe the nature of your interest.

(End of Dollar Value Thresholds Instructions.)

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1 or (b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary received from serving in the position(s) which requires you to file this form, but this amount should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than 5% of your gross income (salary, commissions, etc.) from the company, you should list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then you should list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of

your total gross income, then you should list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, you are required to list only each individual company from which you derived more than 5% of your gross income, rather than aggregating all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), then you should list as a source of income the name of the purchaser, the purchaser's address, and the purchaser's principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income (or, alternatively, \$2,500) was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2 or (b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported as a "Primary Source of Income," if it meets the reporting threshold. You will not have anything to report unless during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**
- (2) You received more than 10% of your gross income from that business entity; **and**
- (3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3 or (b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the previous tax year in excess of 5% of the property's value. You are not required to list your residences and vacation homes.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you are more than a 5% partner in a partnership or stockholder in a corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3 or (b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained* in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: In order to decide whether the intangible property exceeds 10% of your total assets, you will need to total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example:

You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by s. 112.3145(3)(a)4 or (b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and have signed as being jointly liable or jointly and severally liable, then this is not a contingent liability.

Calculations: In order to decide whether the debt exceeds your net worth, you will need to total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." You must list on the form each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Examples:

— You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(5), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

You are required to disclose in this part of the form the fact that you owned during the disclosure period an interest in, or held any of certain positions with, particular types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, you must indicate that fact and describe the nature of your interest.

(End of Percentage Thresholds Instructions.)