AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 9, 2014
9:00 a.m.

Meeting Location: CFX Boardroom
4974 ORL Tower Road, Orlando, FL 32807

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. REVIEW AND APPROVAL OF MINUTES – September 11, 2014 Board Meeting **(Action Item)** Tab 1

D. APPROVAL OF CONSENT AGENDA (attached) **(Action Item)** Tab 2

E. REPORTS

1. Chairman's Report
2. Treasurer's Report Tab 3
3. Staff's Report

F. REGULAR AGENDA ITEMS

1. **PRESENTATION ON I-4 ULTIMATE PROJECT** - *Loreen C. Bobo, P.E., I-4 Ultimate Construction Program Manager* **(Info. Item)**

2. **UPDATE ON EXECUTIVE DIRECTOR SEARCH** – *Colin Baenziger* **(Info. Item)**

3. **DISCUSSION AND APPROVAL OF REMAINING BUDGET ITEMS IN FY 2015 BUDGET** – Chairman Cadwell Tab 4 **(Action Item)**

4. **CONSENT TO SUBLEASE OF FORMER ADMINISTRATION BUILDING PARKING LOT TO DR. PHILLIPS CENTER FOR THE PERFORMING ARTS** - *Joseph Passiatore, General Counsel* Tab 5 **(Action Item)**

5. **APPROVAL OF SPEED LIMIT ADJUSTMENT FOR S.R. 417 AND S.R. 429** - *Corey Quinn, Director of Expressway Operations* Tab 6 **(Action Item)**

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

TAB 1

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
September 11, 2014

Board Members Present:
Commissioner S. Scott Boyd, Orange County
Commissioner Welton G. Cadwell, Lake County
Commissioner Brenda Carey, Seminole County
Mayor Buddy Dyer, City of Orlando
Commissioner Fred Hawkins, Jr., Osceola County
Walter A. Ketcham, Jr.

Board Member Not Present:
Mayor Teresa Jacobs, Orange County

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

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

CALL TO ORDER

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

PUBLIC COMMENT

Mr. Chuck Graham voiced his support for dedicated funding of public transportation for disabled and senior citizens. He believes that a percentage of tolls should be put into public transportation.

APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve the minutes of the August 14, 2014 Board Workshop as presented. The motion carried with five members of the Board present and voting AYE by voice vote; Mayor Jacobs and Commissioner Boyd were not present.

A motion was made by Mr. Ketcham and seconded by Commissioner Hawkins to approve the minutes of the August 14, 2014 Board Meeting as presented. The motion carried with five members of the Board present and voting AYE by voice vote; Mayor Jacobs and Commissioner Boyd were not present.

(Commissioner Boyd arrived at this time.)

APPROVAL OF CONSENT AGENDA

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

EXECUTIVE

1. Authorization to award contract to Colin Baenziger & Associates to provide executive search consultant services for the new Executive Director position (Contract amount: $26,000)

LEGAL

2. Approval of Memorandum of Agreement with the Florida Department of Transportation and the State of Florida, Department of Financial Services, Division of Treasury concerning the establishment and terms of an interest bearing escrow account for deposit of the Authority's $230,000,000 funding contribution to the I-4/S.R. 408 Interchange Project pursuant to the Interlocal Agreement dated June 16, 2014

3. Approval of Real Estate Purchase Agreement with Yong Sun Pak and Byung Sook Pak for the acquisition of Parcels 104 and 804 for construction of Wekiva Parkway, Project 429-201 (Purchase price: $150,000)

4. Approval of Real Estate Purchase Agreement with Patrick R. Connelly for the acquisition of Parcel 801 for construction of Wekiva Parkway, Project 429-201 (Purchase price: $5,000)

5. Approval of Agreement for Business Damage Claims Accounting Services between Gerson, Preston, Robinson, Klein, Lips & Eisenberg, P.A. and Shutts & Bowen, LLP to provide consulting services related to evaluation of business owners' business damage claims for the Wekiva Parkway Project Nos. 429-203, 429-204, 429-205 and 429-206 (Contract amount: Not–to-exceed $100,000)

6. Approval of Addendum to Agreement for Engineering Expert Witness Consulting Services between Donald W. McIntosh Associates, Inc. and Shutts & Bowen, LLP for Wekiva Parkway Project Nos. 429-203, 429-204, 429-205 and 429-206 (Addendum amount: $100,000)

CONSTRUCTION & MAINTENANCE

7. Authorization to Award Contract to Preferred Materials, Inc. for Goldenrod Road Milling and Resurfacing - Project 800-903D (Contract amount: $3,947,769.18)

8. Approval of Final Ranking and Authorization to enter into Fee Negotiations with Rummel, Klepper & Kahl, Inc. for Construction Engineering and Inspection Services for Wekiva Parkway Project 429-202

9. Authorization to execute Construction Contract Modifications on the following contracts:
   a) Contract No. 599-616 Traffic Control Products of FL ($38,684.37)
   b) Contract No. 429-621 United Signs & Signals $10,583.89
   c) Contract No. 599-520 United Signs & Signals $60,612.00

EXPRESSWAY OPERATIONS

10. Approval for renewal of contract with TransCore, LP for Maintenance of ITS Infrastructure – Contract No. 000720 (Contract amount: $698,146.25)

BUSINESS DEVELOPMENT

11. Approval for renewal of contract with The W Group Consulting Firm, LLC for Business Development Management Consultant Services – Contract No. 001009 (Contract amount: $68,000)

FINANCE/ACCOUNTING

12. Approval of Insurance Proposal with Florida Municipal Insurance Trust (Premium not-to-exceed $125,000)

13. Approval for disposal of inventory items

MISCELLANEOUS

14. Approval of Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization (d/b/a MetroPlan) Orlando to remove the OOCEA and add the Central Florida Expressway Authority

The following item is for information only:

15. Pursuant to Section 6-7.01(d) of the Expressway Authority's Ethics Policy, Harold W. Worrall has filed disclosure of a contribution to the re-election campaign of Board Member and Orange County Mayor Teresa Jacobs

Consent Agenda item #12 was pulled for discussion. It was taken up after the Resolutions of Appreciation.

A motion was made by Mayor Dyer and seconded by Commissioner Carey to approve the Consent Agenda with the exception of item #12. The motion carried unanimously with six members present and voting AYE by voice vote; Mayor Jacobs was not present.

CHAIRMAN'S REPORT

Chairman Cadwell reported that the construction of the first two sections of the Wekiva Parkway will begin in early 2015. A pre-construction community open house will be held on September 25 at Apopka High School.

TREASURER'S REPORT

Commissioner Carey reported that toll revenues for July were $27,075,671 which is 5.63% above projections and 7.93% above prior year. The Authority's total revenues were $28.4 million for the month.

Total OM&A expenses were $1.9 million for the month, which is 9.3% under budget.

After debt service the total net revenue was $14.6 million for the month.

STAFF'S REPORT

Deputy Executive Director Joseph Berenis provided the Staff Report in written form (Exhibit "B").

ADOPTION OF RESOLUTIONS OF APPRECIATION FOR COMMUNITY SERVICE ON OOCEA COMMITTEES

A motion was made by Commissioner Hawkins and seconded by Mayor Dyer to adopt Resolutions of Appreciation for Ms. Sandy Hostetter, Mr. Bill Merck, Ms. Jacqui Bradley and Mr. George Hart. The motion carried with six members of the Board present and voting AYE by voice vote; Mayor Jacobs was not present.

Ms. Hostetter and Mr. Merck were in attendance to receive their Resolutions of Appreciation.

CONSENT AGENDA ITEM #12

(This item was taken out of agenda order.)

General Counsel Joseph Passiatore reported that Lake County staff requested that we look at the insurance coverages for comprehensive general liability and errors & omissions. In light of CFX's increased responsibilities and jurisdictions, CFX staff feels it is advisable to bump those coverages from $2 million

each to $5 million each. The premium increase would be $3,605, which brings the revised total to $124,659. Staff's recommendation is to approve the item with the increased coverages.

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve Consent Agenda item #12 with the coverage of $5 million for comprehensive general liability and errors & omissions. The motion carried unanimously with six members present and voting AYE by voice vote; Mayor Jacobs was not present.

APPROVAL OF REAL ESTATE AND PURCHASE AGREEMENT FOR THE SALE OF SURPLUS PARCEL NOS. 148, 149 & 150 (PARTIAL) TO ASBURY THEOLOGICAL SEMINARY

Attorney Jere Daniels of Winderweedle, Haines, Ward & Woodman stated that Asbury Theological Seminary has concerns with the Board's suggestion last month that a deed restriction be implemented for the sale of this surplus property. Asbury's legal counsel, Kevin Kelly, has submitted a letter dated August 21, 2014 outlining those concerns.

Mr. Daniels and Mr. Passiatore recommend the following options:

1) Proceed with the original contract as is; or
2) Place the property out to bid.

Mr. Kelly requested that the Board vote in favor of the contract as is, without the deed restriction. His client has invested a significant amount of time and money and the only fair way is to follow the procedures that were originally set out. To put the property out to bid now would be unfair to his client. He also requested that the Authority have the property re-appraised with the deed restriction provisions.

There was some discussion regarding the appraisal process. Asbury chose the appraiser from a list of eight appraisers supplied by CFX.

Commissioner Carey suggested adding contract language for a five-year deed restriction that provides that if Asbury sells the property before the five years they split the profit with CFX. She also suggested the option of a straight ten-year deed restriction. She stressed that we must be accountable to the public in using public funds.

Commissioner Boyd is also in favor of the five-year deed restriction. He is not in favor of letting the buyer choose the appraiser. He suggested that in the future CFX provide the name of the appraiser and, if the buyer is not happy with the appraisal, they obtain their own appraisal.

Commissioner Hawkins is not in favor of restrictions that were not part of the original negotiations.

When Mr. Kelly was asked if his client would accept the contract with either the five-year or ten-year deed restriction, he stated that his client will accept the five-year deed restriction with a new appraisal.

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the contract with Asbury Theological Seminary with the modification of a five-year deed restriction which provides that if the property is sold prior to five years and if there is a profit gain it be shared 50/50 with the Authority. The motion carried 5 to 1 with Commissioner Boyd, Commissioner Cadwell, Commissioner Carey, Mayor Dyer and Mr. Ketcham voting AYE by voice vote and Commissioner Hawkins voting NAY. Mayor Jacobs was not present.

APPROVAL OF AMENDMENTS TO PROPERTY ACQUISITION & DISPOSITION PROCEDURES MANUAL

As requested at the last Board meeting, General Counsel Joseph Passiatore has looked into the Policy Regarding Disposition of Excess Lands, in particular the section relating to the sale of surplus property to non-profit organizations, and has made recommendations for amendments. The amendments have been reviewed and approved by the Right of Way Committee.

Chairman Cadwell proposed that we have a full review of the Policy at a Board workshop.

A motion was made by Mayor Dyer and seconded by Commissioner Carey to refer the entire Property Acquisition & Disposition Procedures Manual to the newly formed Right of Way Committee for review and that the Committee provide their recommendations at a future Board workshop. The motion carried unanimously with six members of the Board present and voting AYE by voice vote; Mayor Jacobs was not present.

DISCUSSION REGARDING CHANGING BOARD MEETING DATES TO THE THIRD THURSDAY OF THE MONTH

As directed last month, staff has evaluated moving the Board meetings to the third Thursday of the month so the latest financial data will be available. The Board was provided with a table showing the Board members' availability on the third Thursdays.

Non-voting Advisor Diane Gutierrez-Scaccetti stated that she will not be able to attend Board meetings on the third Thursday of the month due to a conflict with a recurring FDOT meeting.

By consensus, the Board members decided to continue to hold the Board meetings on the second Thursday of the month.

APPROVAL OF RESOLUTION AMENDING THE POLICY RELATING TO THE POSITION OF EXECUTIVE DIRECTOR

The Board members were provided with a Resolution (Exhibit "C") which updates the required education and experience sections of the Policy relating to the Executive Director Position, in accordance with the direction provided at the August 14 Board Workshop.

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the Resolution Amending the Policy Relating to the Position of Executive Director. The motion carried unanimously with six members of the Board present and voting AYE by voice vote; Mayor Jacobs was not present.

APPROVAL OF ADVERTISEMENT FOR EXECUTIVE DIRECTOR POSITION

Deputy Executive Director Laura Kelley requested approval to advertise for the Executive Director position and asked for direction on the shortlist/selection process.

Ms. Kelley's recommendation is to have the search firm shortlist to approximately five candidates and then have the Board members individually interview those candidates. The Board members were in agreement with Ms. Kelley's recommendation. In addition, they would like the Chairman to work with the search firm and CFX staff in the shortlisting process.

When questioned about the advertising time, Ms. Kelley answered that in the past we have advertised from 6 weeks to 2 months. Commissioner Hawkins asked that a schedule be developed so the Board members can calendar the interviews.

Chairman Cadwell requested that we advertise in all transportation related publications.

General Counsel Joseph Passiatore asked for the Board's confirmation that we are not creating a committee that would fall under the Sunshine Law and that the ultimate recommendation for a shortlist would come from the search consultant, with coordination from the Chairman and Ms. Kelley. The Board members agreed.

Chairman Cadwell will give regular updates to the Board under his Chairman's Report.

A motion was made by Mayor Dyer and seconded by Commissioner Boyd for approval to advertise for the position of Executive Director. The motion carried unanimously with six members of the Board present and voting AYE by voice vote; Mayor Jacobs was not present.

(Ms. Gutierrez-Scaccetti left the meeting at this time.)

APPROVAL OF FY 2015 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET

Interim CFO Lisa Lumbard presented the proposed FY 2015 Operations, Maintenance & Administration Budget, totaling $63,431,568. No changes were made to the Budget since last month's presentation. She requested Board approval of the FY 2015 Operations, Maintenance & Administration Budget.

Budget Summary:

	FY 2014 Budget	FY 2015 Budget	Change	%
Operations	$36,687,560	$38,051,900	$1,364,340	3.7%
Maintenance	14,814,685	15,487,997	673,312	4.5%
Administration	6,745,779	7,091,671	345,892	5.1%
Other Operating	3,381,684	2,800,000	(581,684)	-17.2%
Total Budget	**$61,629,708**	**$63,431,568**	**$1,801,860**	**2.9%**
Capital Expenditures	353,400	402,470	49,070	13.9%
OM&A Projects	134,000	716,200	582,200	434.5%
Total Capital & Projects	$487,400	$1,118,670	$631,270	129.5%

Commissioner Carey brought up the salary adjustment for CFX employees. She does not support the proposed 3% salary adjustment. She will support a 1.8 COLA tied to the CPI. She referred to a spreadsheet showing the City/County Historical Compensation. Seminole County is discussing a $500 flat adjustment and 1.8% COLA.

Commissioner Cadwell stated that Lake County is proposing a 3% salary adjustment in their budget. It is basically to catch up from recent years when no salary adjustment was given. He supports the 3% salary adjustment for CFX employees.

Commissioner Hawkins does not support a 3% salary adjustment.

Commissioner Boyd supports a 3% salary adjustment.

A motion made by Mayor Dyer and seconded by Commissioner Boyd to approve the budget with the 3% salary adjustment failed 4 to 2 with Mayor Dyer, Commissioner Cadwell, Commissioner Boyd and Mr. Ketcham voting AYE by voice vote and Commissioner Carey and Commissioner Hawkins voting NAY. Mayor Jacobs was not present.

A motion made by Commissioner Carey and seconded by Commissioner Hawkins to approve the budget with a 2% salary adjustment retroactive to July 1 failed 2 to 4 with Commissioner Carey and Commissioner Hawkins voting AYE by voice vote and Commissioner Boyd, Commissioner Cadwell, Mayor Dyer and Mr. Ketcham voting NAY. Mayor Jacobs was not present.

A motion was made by Mayor Dyer and seconded by Commissioner Boyd to approve the Operations, Maintenance & Administration Budget without the salary adjustment and to address the salary adjustment at the next Board meeting. The 3% will be held in reserve until a decision is made regarding salary adjustments. The motion carried unanimously with six members of the Board present and voting AYE by voice vote; Mayor Jacobs was not present.

APPROVAL OF FIVE-YEAR WORK PLAN (FY 2015- 2019)

Director of Engineering Glenn Pressimone presented the Draft Five-Year Work Plan for Fiscal Years 2015 to 2019. No changes have been made to the total dollar amount since the Work Plan was presented at the August 14 Board workshop. There have been some schedule changes that do not affect the bottom line. The proposed Work Plan totals $1.1 billion dollars.

Category	FY 2014/2015	FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019	Totals
Existing System Improve.	12,706	14,061	12,188	811	18,183	57,949
System Expansion Projects	115,323	115,212	42,773	107,593	153,222	543,123
Interchange Projects	84,205	81,575	2,051	75,500	75,500	318,831
Toll Facilities Projects	22,399	32,643	27,930	29,738	8,891	121,601
ITS Projects	6,752	5,458	2,579	171	513	15,473
Signing & Pavement Mark.	7,107	4,749	3,007	1,247	2,289	18,399
Renewal & Replacement	26,085	28,438	2,538	3,572	49,310	109,943
Landscape Projects	1,266	720	750	750	800	4,286
Non-System Projects	4,353	0	0	1,002	0	5,355
Subtotals	280,196	282,856	93,816	220,384	308,709	1,185,960
Expected Credits	-30,250					-30,250
GRAND TOTALS	**249,946**	**282,856**	**93,816**	**220,384**	**308,709**	**1,155,710**

Interim CFO Lisa Lumbard explained the Integrated Financial Planning Model and Capital Planning Model Assumptions in the Work Plan.

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve the Five Year Work Plan as presented. The motion carried unanimously with six members of the Board present and voting AYE by voice vote; Mayor Jacobs was not present.

INTERNAL AUDIT MATTERS

Phil Fretwell of Protiviti requested the Board's acceptance of the following audit reports:

- ~ Fiscal 2015 Internal Audit Plan
- ~ Sensitive Data Audit Report
- ~ Business Impact Analysis Report

Mr. Fretwell went over highlights of the Internal Audit Report. Mr. David Taylor of Protiviti reviewed the IT portion of the Internal Audit Plan.

The Sensitive Data Report and Business Impact Analysis Report are marked exempt from public disclosure.

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to accept the Fiscal Year 2015 Internal Audit Plan, Sensitive Data Audit Report and Business Impact Analysis

Report. The motion carried unanimously with six members of the Board present and voting AYE by voice vote; Mayor Jacobs was not present.

ADOPTION OF RESOLUTIONS AMENDING CHARTERS FOR AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES

The Resolutions amending Charters for the Audit, Finance, Operations and Right of Way Committees were presented for the Board's approval (Exhibit "D").

General Counsel Joseph Passiatore suggested a revision to the Right of Way Committee Charter to designate a substitute to serve in the committee members' absence. Because of the frequency of the Right of Way Committee meetings, there may be times when the regular committee members may not be available.

Mr. Ketcham commented that it is important to have community members from the public serve on these committees, as we have in the past. Chairman Cadwell stated that we may look into that after the gubernatorial appointments are made.

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to adopt the Resolutions amending Charters for the Audit, Finance, Operations and Right of Way Committees, with the amended language regarding substitute members for the Right of Way Committee. The motion carried unanimously with six members of the Board present and voting AYE by voice vote; Mayor Jacobs was not present.

APPOINTMENT OF COMMITTEE MEMBERS FOR AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES

The following committee appointments were presented for Board approval:

AUDIT COMMITTEE

Eric Gassman (Orange County representative)
Ray Elwell (City of Orlando representative)
Kaye Dover (Osceola County representative)
Bruce McMenemy (Seminole County representative)
Barbara Lehman (Lake County representative)

FINANCE COMMITTEE

Fred Winterkamp (Orange County representative)
Chris McCullion (City of Orlando representative)
Michael Kurek (Osceola County representative)
Joseph Pennisi (Seminole County representative)
Steve Koontz (Lake County representative)

OPERATIONS COMMITTEE
James Harrison (Orange County representative)
Charles Ramdatt (City of Orlando representative)
Hector Lizasuain (Osceola County representative)
Steve Fussell (Seminole County representative)
Fred Schneider (Lake County representative)

RIGHT OF WAY COMMITTEE
John Terwilliger (Orange County representative)
Laurie Botts (City of Orlando representative)
David May (Osceola County representative)
Brett Blackadar(Seminole County representative)
Sandy Minkoff (Lake County representative)

A motion was made by Mayor Dyer and seconded by Commissioner Boyd to accept the committee appointments for the Audit, Finance, Operations and Right of Way Committees as presented. The motion carried unanimously with six members of the Board present and voting AYE by voice vote; Mayor Jacobs was not present.

BOARD MEMBER COMMENT

There were no comments received from the Board members.

ADJOURNMENT

There being no further business to come before the Board, the Chairman adjourned the meeting at 10:24 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2014.

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

TAB 2

CONSENT AGENDA
October 9, 2014

CONSTRUCTION & MAINTENANCE

1. Confirmation and Approval of Declaration of Emergency for Replacement of Sign Truss (Costs incurrent in the amount of $172,007.72)

2. Approval of Lease with Stantec Consulting Services, Inc. – Contract No. 001067

3. Authorization to Advertise for Construction Bids for Wekiva Parkway Phase I, Project Nos. 429-202 and 429-203

4. Authorization to Advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for S.R. 408/S.R. 417 Interchange Improvements – Project No. 253F

5. Approval for Award of Contract to Commercial Companies, Inc. for Landscape Maintenance on S.R. 528, S.R. 429, S.R. 451 and S.R. 414 – Contract No. 001050 (Contract amount: $5,177,540.00)

ENGINEERING

6. Authorization to Advertise for Letters of Interest to Provide Professional Engineering Consultant Services to Perform the Project Development and Environment (PD&E) Study for the S.R. 408 Eastern Extension

7. Authorization to Advertise for Letters of Interest for Design Consultant Services for Widening of S.R. 408 from Good Homes Road to Hiawassee Road – Contract No. 001065

8. Authorization to Advertise for Letters of Interest for Design Consultant Services for Widening of S.R. 408 from S.R. 417 to Alafaya Trail – Contract No. 001066

FINANCE/ACCOUNTING

9. Authorization to Advertise Request for Proposals for Issuer's Counsel – Contract No. 001046

10. Authorization to Advertise Request for Proposals for Disclosure Counsel and Co-Disclosure Counsel – Contract No. 001057

11. Approval for Disposal/Donation of Inventory Items

LEGAL

12. Approval of Contract Renewal with Winderweedle, Haines, Ward & Woodman, P.A. for Right of Way Counsel Services – Contract No. 000427 (Contract renewal amount: Not-to-exceed $1,000,000)

13. Approval of Addendum No. 3 with Pinel & Carpenter for Appraisal Services regarding Wekiva Parkway Parcels 197/897, 230, 257 & 267 - Contract No. 000986 (Contract increase to $195,000)

14. Approval of Time Extension and Fee Increase with Donald W. McIntosh Associates, Inc. – Contract No. 000916 (Contract increase of $50,000)

15. Approval of Second Addendum to Agreement for Appraisal Review Services between Consortium Appraisal, Inc. and Shutts & Bowen for appraisal review services for the Wekiva Parkway Project Nos. 429-202, 429-203, 429-204, 429-205 and 429-206

16. Approval of Second Addendum to Agreement for Appraisal Services between Pinel & Carpenter, Inc. and Shutts & Bowen for appraisal services for the Wekiva Parkway Project Nos. 429-202, 429-203, 429-204, 429-205 and 429-206

TOLL OPERATIONS

17. Approval of Supplemental Agreement No. 14-02 with TransCore, L.P. for System Hardware Maintenance on S.R. 429/Schofield Road Ramp Toll Plazas – Contract No. 000178 (Supplemental Agreement amount: Not-to-Exceed $524,543.44)

CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

RE: Confirmation and Approval of
Declaration of Emergency for Replacement of Sign Truss

In accordance with the Procurement Policy, Article XII, Exemptions from Competitive Procurement Processes, Paragraph N, (excerpt from policy attached) Board confirmation and approval is requested for a declaration of emergency issued by the Interim Executive Director for replacement of an overhead sign truss on S.R. 408 between Tampa Avenue and US 441. The emergency declaration was necessary for safety reasons in order to expedite replacement of the full span sign truss and all of the signing and lighting that were destroyed when the truss was struck by a commercial vehicle.

The sign truss structure, including hangers and light bars, was procured by the Authority based on a low bid of $43,961.00 from Stony Brook Manufacturing, one of two manufacturers from whom quotes were requested. Quotes were then requested from 3 contractors experienced in the installation of sign trusses. The quotes also included furnishing and installing the signing. Only two contractors responded with the low bid submitted by United Signs & Signals, LLC (United) in the amount of $93,806.00. The truss, hangers and light bars purchased by the Authority were provided to United who was authorized to perform the installation work which was completed on August 8, 2014.

In addition to the materials and installation costs, the Authority incurred other costs that included: renting variable message signs to replace the destroyed overhead sign that provided important information to drivers regarding I-4, US 441 and John Young Parkway exits; testing and evaluation of foundations, anchor bolts and structure uprights to determine their adequacy for incorporation into the replacement truss; surveying the existing sign structure uprights to determine the exact dimensions required for the new truss; lost revenue. These other costs amounted to $34,240.72

Truss, hangers, light bar	$ 43,961.00
Signing and Truss Installation	$ 93,806.00
Other costs	$ 34,240.72
Total Cost	$172,007.72

We have notified the owner of the vehicle and demanded payment of this amount.

Attachment

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance

SR 408 Sign Structure Truss #193 Replacement

Project 408-992

25-560-408-56540

Occurred on 3/18/14
Replaced on 7/25/14

	Department	Contract No.	Contractor	Services	Total Cost	
1	Construction/ Maintenance	000974	Ardaman	Materials Testing	$ 846.25	Paid
2	Construction/ Maintenance	000976	Mehta	CEI Services	$ 1,254.75	pending
3	Construction/ Maintenance		United Signs and Signals	Sign Structure Replacement	$ 93,806.00	paid
4	Construction/ Maintenance	PO 003452	Stoney Brook	Fabrication	$ 43,961.00	paid
5	Construction/ Maintenance	000988	Ayers	Post Construction Sign Inspection	$ 3,325.44	pending
					$ 143,193.44	
6	Engineering	000820	Atkins	GEC Services	$ 11,341.77	paid
7	Expressway Operations	000720	Transcore	Temporary/Portable DMS's	$ 10,451.52	paid
8	Toll Operations			Lost Toll Revenue	$ 7,020.99	

GRAND TOTAL: **$ 172,007.72**

Created By: C. Baker
9/18/2014

Excerpt from Procurement Policy:

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's best interest.

C. P-Card Purchases up to the limit for Procurement Level 1. ***($0 - $999.99)*** (Highlighting added)

D. Petty cash purchases made in accordance with established 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. **($25,000 - $49,999.99)** (Highlighting added)

H. Abstracts of titles for real property; title insurance for real property; real property.

I. Copyrighted materials; patented materials.

J. Art and artistic services.

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 ($50,000 and up) 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. (Highlighting added)

MEMORANDUM

TO: Claude Miller, Director Procurement

FROM: Joseph A. Berenis, Deputy Executive Director

DATE: August 18, 2014

SUBJECT: Approval of Level 5 Emergency Purchase for Sign Truss #193

This memorandum shall certify an emergency procurement for replacement of Sign Truss #193. The circumstances are as follows:

At approximately 7:45 a.m. on March 23, 2014 the Authority's Sign Truss #193, located between Tampa Avenue and US 441, spanning both the eastbound and westbound directions of S.R. 408, was struck by a truck owned and improperly operated by Shelly's Septic Tank, Inc. The result of this collision of the truck and the full span sign truss resulted in a total loss to the horizontal member of the truss, along with all of the signing and lighting.

Initially, the information previously conveyed on the sign was replaced with roadside temporary variable message boards. The messages were deemed critical as they notified drivers of upcoming exits of I-4, US 441 and John Young Parkway.

Through post impact non-destructive testing, the foundations, anchor bolts and structure uprights were evaluated and determined to be adequate for incorporation into the replacement truss. This engineering evaluation took several weeks to perform and included temporary lane closures on S.R. 408 for this work to be accomplished. During this period an engineering survey was performed on the existing sign structure uprights to determine the exact dimension required of the proposed new spanning truss element.

Original shop drawings for the damaged sign truss were retrieved from Authority archives and two (2) quotes were obtained for truss materials only. Highway Systems provided a proposal of $58,000.00 and Stony Brook Structures of Florida, LLC submitted a lower proposal in the amount of $43,961.00. In accordance with the Authority's procurement policy, the purchase of the materials in the amount of $43,961.00 was authorized by the Director of Procurement.

A scope and engineer's cost estimate was prepared by Maintenance for the replacement of the signing, sign lighting and the installation of the new sign truss. The

Authority's procurement department issued the scope to 3 firms and provided approximately 7 days for the firms to provide sealed pricing proposals. Proposals were received and opened by the Authority in a typical bid opening format. Two firms responded and United Signs and Signals, LLC of Tavares, Florida was the low bidder at $93,806.00 which favorably compared with the Engineer's Cost Estimate of $100,000.00. Traffic Control Devices, Inc. provided a proposal of $110,260.00.

Pursuant to Section 5 and 11 (N.) of the Procurement Policy and in consideration of the above, I do hereby declare an emergency and authorize the purchase for the above proposed scope of work to United Signs and Signals.

The work was completed and accepted in the early morning hours of August 8, 2014 and invoices are ready for processing. This matter shall be placed on the next regular agenda for Board confirmation.

JAB/ml
Enclosures (Section 5 & 12 of CFX's Procurement Policy)

cc: Ben Dreiling
Joseph L. Passiatore

BID FORM

Request for Quote # 14-005
SR 408 Sign Structure #193 Replacement

DUE May 16, 2016 1:00 PM

ITEM#	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (NUMERICAL)	TOTAL
1	1	LS	SR 408 Sign Structure # 193 Replacement	$93,806.00	$ 93,806.00
				TOTAL BID =	**$** 93,806.00

Company Name: United Signs & Signals, Inc.

Signature: Justin Wood

Date: 5/16/14

Carrie Baker

om: Marek Hyrycz <marekhyrycz@stonybrookmfg.com>
ɔent: Friday, April 18, 2014 10:46 AM
To: Ben Dreiling
Subject: Re: Sign Structure 193

Ben,

The price for fabrication of steel truss only is 43,961.00.

Price includes sign hangers (9 pcs) , light bars (8 pcs) and connection bolts for head plates on uprights . All truss sections to be delivered to jobsite assembled and torqued.

All material melted and manufactured in USA.
Current lead time for submittals: 2-3 weeks after receipt of written purchase order. We will need field span length verification before submittals preparation.
Current fabrication lead time: 5-7 weeks after receipt of approved drawings.
Finish: galvanized.

Feel free to contact me if you have any questions

Thank you

ıarek

On Wed, Apr 16, 2014 at 1:25 PM, Ben Dreiling <DreilingB@oocea.com> wrote:

Marek,

My name is Ben Dreiling. I am with the Orlando-Orange County Expressway Authority. I am contacting Stony Brook Structures of Florida because on March 23, 2014 we had a tractor trailer, headed eastbound on SR 408, accidently raise his dump bed and collide with the full span Sign Structure #193 located at 579+35. The result of the collision was a total loss of the overhead truss.

The bolts connecting the truss to the vertical uprights appeared to shear and no visible damage is apparent to the uprights or the foundations, including the anchor bolts. We are proceeding with non-destructive testing of the full penetrant welds, upright material, anchor bolts, and concrete foundation prior to incorporating these remaining elements into the replacement structure.

For now I want us to assume that the only thing the Authority is in need of is a new truss that will mate up to the existing uprights. We may at a later date need to revisit this assumption, but for the sake of getting this moving, we will proceed along this path of optimism.

This structure was constructed sometime around 1999 as part of the Authority's project 213 by Florida Industrial Electric. From the shop drawings, the structure appears to have been fabricated by S. I. Goldman. The sign copy was changed in 2007 by Hubbard Construction Company.

I am attaching select sheets from record drawings and the shop drawings that I believe will be adequate for pricing and determination of the estimated lead time for shop drawings, securing necessary material, shop fabrication and galvanization. I would also like to know what additional information Stony Brook will require to proceed with shop drawings.

At a later point in the process, I will be contacting Traffic Control Devices and others you might suggest, to provide the Authority with pricing that would be turn-key furnish and installation and would also include sign panels, sign lighting, electrical wiring, and other incidentals.

look forward to speaking with you after you have had the opportunity to review the attached material.

Thank you,

Ben Dreiling, P.E.

Director of Construction and Maintenance

(407) 468-7581

--

Marek Hyrycz
Vice President

CONSENT AGENDA ITEM

#2

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

RE: Approval of Lease Agreement with
Stantec Consulting Services, Inc.
Contract No. 001067

Under our contract with Stantec Consulting Services, Inc. (Stantec) for Construction Management Consultant services (Contract No. 001033), the Authority provides office space and certain equipment in our Administration and Operations Building through a lease agreement for liability and insurance purposes. We have similar leases with our Personnel Services contractor (Xerox) and Toll Operations and Management contractor (FTS).

Board approval is requested for a lease agreement with Stantec which is tied to the term of the new Stantec contract approved by the Board on July 10, 2014. The lease period begins October 18, 2014, and runs through October 17, 2016. The lease will be effective upon signing by both parties.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File

LEASE AGREEMENT

BASIC PROVISIONS

DATE OF LEASE:	October 18, 2014
EFFECTIVE DATE:	The date that duplicate originals of this Lease have been executed in their final form by both parties and delivered to both parties.
LANDLORD:	Central Florida Expressway Authority, a body politic and agency of the State of Florida
TENANT:	Stantec Consulting Services, Inc., a New York Corporation
PREMISES:	Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein.
CONTENTS:	The parties agree that the Premises have been delivered to the Tenant with the items set forth on Exhibit "B" attached hereto and incorporated by reference herein (the "Contents"). Tenant shall maintain the Contents in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.
LEASE TERM:	The term of this lease shall commence on October 18, 2014, and end on October 17, 2016, or unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). Notwithstanding anything to the contrary contained herein, to the extent of any inconsistency between the terms of this Lease and the hereafter defined Contract, the Contract shall control and govern.
RENEWAL OPTION:	There shall be two (2) renewal options of one year each.
RENT DURING LEASE TERM:	In consideration of the services to be provided by Tenant in connection with that certain Contract by and between Landlord and Tenant, dated October 9, 2014 (the "Contract"), rent during the Term shall be zero dollars ($0.00) per month. It being acknowledged by the parties that said services are being performed by Tenant at such prices fixed in said Contract, in part, based on Landlord providing office space to Tenant.
APPROXIMATE FLOOR AREA:	250 square feet (Third Floor)
PERMITTED USES:	Tenant shall use the Premises for professional office use in connection with the services to be provided under the Contract and shall not use or permit the Premises to be used for any other purposes without the prior written consent of Landlord. Tenant shall maintain the Premises in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

MINIMUM GENERAL LIABILITY INSURANCE COVERAGE:

Tenant shall be responsible for providing the following minimum general liability insurance coverage: $1,000,000.00 for injury or death of one person in any one accident or occurrence and in the amount of not less than $2,000,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of Tenant's equipment of at least $1,000,000.00. The requirement of insurance shall not be deemed a waiver of sovereign immunity by Landlord. Further, Tenant shall obtain from their insurer a waiver of subrogation and provide evidence of same to Landlord.

NOTICE ADDRESSES:

Notices to Landlord shall be sent to:

Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807
Phone: 407-690-5000
Fax: 407-690-5032

With Copy To:

Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Phone: 407-690-5000
Fax: 407-690-5032

Notices to Tenant shall be sent to:

Stantec Consulting Services, Inc.
Attn: Tom Pellarin
4974 ORL Tower Road
Orlando, Florida 33807

With Copy To:

_____

CONDITION OF PREMISES:

The Tenant has fully examined the Premises, including the location and condition of all walls, air conditioning, heating and lighting facilities, and appliances, and Tenant is satisfied with the physical and mechanical condition thereof, and the taking of possession by Tenant is conclusive evidence of receipt of them in good order and repair, and with full knowledge of their condition. No representations as to the condition of the Premises or their state of repair have been made except

as are contained in this Lease. Tenant agrees that no promise to decorate, alter, repair or improve the Premises or in any way maintain the Premises has been made by Landlord, except as contained in this Lease.

This Lease consists of the foregoing Basic Provisions, the following General Provisions, and the exhibits attached hereto, all of which are incorporated herein by this reference. If there are any inconsistencies between the Basic Provisions and the General Provisions, the General Provisions shall prevail. If there are any inconsistencies between the exhibits and the Basic Provisions or General Provisions, then the Basic Provisions and General Provisions shall prevail.

THIS IS INTENDED TO BE A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OF THIS LEASE, SEEK LEGAL COUNSEL.

"LANDLORD"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public Corporation of the State of Florida

ATTEST:

By: _____
Joseph A. Berenis, P.E. Interim Exec. Dir.

_____
Darleen Mazzillo, Executive Assistant

Date: _____, 2014

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, ONLY.

By: _____

Printed Name: _____

Date: _____, 2014

Witnesses To Tenant

"TENANT"
STANTEC CONSULTING SERVICES, INC., a New York Corporation

_____

By: _____

Print Name:_____

Print Name:_____

Its:_____

_____

Date: _____

Print Name:_____

TABLE OF CONTENTS

BASIC PROVISIONS. 1

GENERAL PROVISIONS

1. PREMISES. 7
2. USE. 7
3. RENT. 7
4. TERM. 7
5. SECURITY DEPOSIT. 7
6. USES PROHIBITED. 7
7. COMPLIANCE WITH LAW. 7
8. ALTERATIONS AND ADDITIONS. 8
9. REPAIRS. 8
10. LIENS. 9
11. ASSIGNMENT AND SUBLETTING. 9
12. HOLD HARMLESS. 9
13. SUBROGATION. 10
14. LIABILITY AND PROPERTY INSURANCE. 10
15. UTILITIES. 10
16. PERSONAL PROPERTY TAXES. 10
17. RULES AND REGULATIONS. 10
18. ENTRY BY LANDLORD. 11
19. TENANT'S DEFAULT. 11
20. REMEDIES IN DEFAULT. 11
21. DEFAULT BY LANDLORD. 11
22. RECONSTRUCTION. 12
23. EMINENT DOMAIN. 12
24. PARKING AND COMMON AREAS. 12

LL T

25. HAZARDOUS SUBSTANCES. 12

26. ABANDONMENT/SURRENDER. 13

27. MISCELLANEOUS PROVISIONS. 13
(a) Exhibits and Riders. 13
(b) Waiver. 13
(c) Joint Obligation. 13
(d) Marginal Headings. 13
(e) Time. 13
(f) Successors and Assigns. 13
(g) Recordation. 13
(h) Quiet Possession. 13
(i) Venue. 13
(j) Prior Agreements. 14
(k) Inability to Perform. 14
(l) Partial Invalidity. 14
(m) Cumulative Remedies. 14
(n) Choice of Law. 14
(o) Attorneys' Fees. 14
(p) Sale of Premises by Landlord. 14
(q) Subordination, Attornment. 14
(r) Notices. 14
(s) Tenant's Statement. 15
(t) Radon Gas. 15
(u) Relationship of the Parties. 15
(v) Corporate Authority; Partnership Authority. 15

28. WAIVER OF JURY TRIAL. 15

EXHIBIT "A" (Floor Plan Depicting Location of Premises). 16

EXHIBIT "B" (List of Contents). 17

LL T

GENERAL PROVISIONS

1. PREMISES. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

2. USE. Tenant shall use the Premises solely for the Permitted Use as set forth in the Basic Provisions and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

3. RENT. The provision of Rent shall be as set forth in the Basic Provisions.

4. TERM. The term of this Lease shall be for the Term set forth in the Basic Provisions. However, either party hereto shall have the right at its option to terminate the Lease upon 30 days written notice to the other. The parties hereto acknowledge that certain obligations under various provisions hereof may commence prior to the Commencement Date; i.e., provisions regarding indemnification, liability insurance, etc., and the parties agree to be bound by these provisions prior to commencement of the Term. Further, notwithstanding anything to contrary in this Lease, the parties acknowledge and agree that Tenant's occupancy of the Premises and this Lease shall terminate prior to the completion of the Term upon the occurrence of one or more or the following: (1) thirty (30) day written notice by the Landlord or Tenant to the other party of the termination of the Lease; (2) the expiration or termination of the Contract; (3) the failure of the Contract to be renewed by the Landlord; or (4) Tenant's failure to comply with the terms of this Lease or Tenant's default as more specifically provided in Section 19. Upon the occurrence of one or more of the foregoing events or the expiration of the Term, the Tenant shall surrender possession of the Premises and Contents to the Landlord in accordance with these General Provisions.

5. SECURITY DEPOSIT. Tenant has not deposited with Landlord a Security Deposit.

6. USES PROHIBITED. Tenant shall not use the Premises for any purpose other than as set forth in the Basic Provisions. In addition, Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the Permitted Use of the Premises as set forth in the Basic Provisions or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering said Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall not use the Premises for any purpose which generates an odor or smell which can be detected outside the Premises.

7. COMPLIANCE WITH LAW. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements not in force or which may be hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises excluding structural changes not related to or affected by Tenant's

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improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant. Landlord does not warrant or represent that the Premises or the Property comply with the Americans with Disabilities Act ("ADA"). It shall be the responsibility of the Landlord to comply, at Landlord's sole expense, with the ADA as to any portion of the Property outside of the Premises, and it shall be the responsibility of the Tenant to comply with the ADA as to the Premises.

8. ALTERATIONS AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises, including but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures provided such movable furniture and trade fixtures are not part of the Contents, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. All items which constitute Contents shall belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense and in compliance with all applicable law. Upon the expiration or sooner termination of the term hereof, Tenant shall upon written demand by Landlord, given on or before the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

9. REPAIRS.

(a) By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Contents and Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. Specifically but not by way of limitation, Tenant shall not use or utilize the plumbing fixtures or systems installed in or serving the Premises for any purpose other than for such purposes for which they are intended, and no substance other than substances intended to be disposed of in such plumbing shall be deposited therein. Tenant shall bear the sole expense of correcting any violation of the immediately preceding sentence.

(b) Notwithstanding the provisions of Section 9(a) above, Landlord, at Landlord's cost, shall repair and maintain the structural portions of the Property, together with (1) roof; (2) foundation; (3) exterior walls; (4) any load bearing interior walls of the Premises; (5)below grade plumbing lines; and the electric, plumbing, life/safety and all other building systems serving the Premises; and (6) common areas, unless such need for such maintenance and repairs is caused in part or in whole by the willful act or gross negligence of Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering by Tenant in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Absent the gross negligence or willful misconduct of Landlord, its employees, agents or contractors, there shall be no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Premises or in or to fixtures, appurtenances and equipment therein, provided, however, the foregoing shall not be construed or act as a waiver of Landlord's right of sovereign immunity. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

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10. LIENS. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a payment and performance bond in an amount equal to the contract amount for the cost of any improvements, additions or alterations in the Premises which the Tenant desires to make to insure Landlord against any liability for construction liens and to insure completion of the work. No construction liens shall be placed against the Landlord's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. Tenant agrees to promptly pay or bond any liens, and further agrees to indemnify and save harmless the Landlord from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefor be with or without merit or valid or invalid. Further, the Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Landlord and the Tenant agree that a short form memorandum of this Lease may be recorded in the Public Records of the county and state in which the Premises are located, containing the language of this clause, the name of the Landlord, and the legal description of the leased lands. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed $1,000.00, incurred by Landlord in connection with the processing of documents necessary to giving of such consent. Notwithstanding anything to the contrary set forth in this Lease, Tenant may assign or sublet the Premises for the uses set forth herein upon Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed: (i) to any parent, subsidiary or affiliate of Tenant, (ii) to any corporation or other entity with or into which Tenant shall be merged or consolidated or (iii) to any corporation or other entity purchasing or otherwise receiving substantially all of the assets or corporate stock of Tenant.

12. HOLD HARMLESS. Tenant shall indemnify and hold harmless Landlord and Landlord's appointed officials, officers, employees, consultants and agents against and from any and all claims and actions arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord and Landlord's appointed officials, officers, employees, consultants, and agents against and from any and all claims and actions arising from any breach or default the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, reasonable attorney's fees, losses, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord or Landlord's appointed officials, officers, employees, consultants, or agents by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably

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satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

13. SUBROGATION. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain from their insurers the applicable waivers and provide evidence of same to the other party. Each party, at their own cost, shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

14. LIABILITY AND PROPERTY INSURANCE.

(a) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance naming Landlord, Landlord's property manager as an additional insured, and insuring Tenant against any liability arising out of the use, occupancy of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than the Minimum General Liability Coverage amounts set forth in the Basic Provisions. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto together with a list identifying the Premises as a covered property and a Schedule of Values. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, certificate of insurance of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable without 30 days notice to Landlord. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

(b) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of personal property insurance covering Tenant's personal property located on the Premises as well as any improvements made by Tenant to the Premises and of the Contents.

15. UTILITIES. Landlord shall pay for all water, gas, heat, light, power, sewer charges, telephone service, janitorial costs, regular pest controls and all other services and utilities supplied to the Premises, together with any taxes thereon.

16. PERSONAL PROPERTY TAXES. Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

17. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall

be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

18. ENTRY BY LANDLORD. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective lenders, purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Property of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall have the right to use any and all reasonable means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

19. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant where such failure shall continue for a period of twenty days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than twenty days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences such cure within said twenty day period and thereafter diligently prosecutes such cure to completion.

(b) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within 60 days), or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days.

20. REMEDIES IN DEFAULT. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with written notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to recover from Tenant all damages actually incurred by Landlord by reason of Tenant's default including, but not limited to the cost of recovering possession of the Premises and reasonable attorney's fees

(b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.

21. DEFAULT BY LANDLORD. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than twenty days after written

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notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation, provided, however, that if the nature of Landlord's obligation is such that more than twenty days are required for performance then Landlord shall not be in default if Landlord commences performance within such twenty day period and thereafter diligently prosecutes the same to completion. In the event of Landlord's default, Tenant's remedies shall be limited to specific performance and/or an injunction.

22. RECONSTRUCTION. In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to either repair same to the extent of insurance proceeds received or to provide mutually acceptable substitute Premises, and this Lease shall remain in full force and effect.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than 10% of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of 10% or more of the full replacement cost then Landlord shall have the option to: (1) repair or restore such damage, this Lease continuing in full force and effect, or (2) give notice to Tenant at any time within 60 days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than 30 days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant or of the Contents.

23. EMINENT DOMAIN. If any portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right at its option, within 60 days after said taking, to terminate the Lease upon 30 days written notice. If any part of the Property other than the Premises may be so taken or appropriated, Landlord shall within 60 days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

24. PARKING AND COMMON AREAS. The Landlord shall keep the automobile parking and common areas which are a part of the Property in a neat, clean and orderly condition and shall repair any damage to the facilities thereof. Tenant, for the use and benefit of Tenant, its agents, employees, customers and licensees, shall, subject to the rights of tenants in the Property having the exclusive right to use certain portions of the common and automobile parking areas, have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers and licensees, to use said common and parking areas during the entire Term for ingress and egress, and automobile parking. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas, and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. Landlord shall have the right to alter the common areas and/or automobile parking areas from time to time.

25. HAZARDOUS SUBSTANCES. Tenant covenants that Tenant will not generate, store, use, handle, discharge, or release hazardous waste materials on the Premises contrary to applicable law. Tenant agrees to save harmless, defend, and indemnify Landlord against all loss, liability, claims, expenses and damage resulting from any storage or disposal of hazardous waste materials on the Premises by Tenant, including but not limited to court costs, attorney fees, fines, forfeitures, clean up expenses, repairs,

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loss of use of property, and all similar or dissimilar losses. This indemnity agreement shall continue in full force and effect after termination of this Lease. The term "hazardous waste materials" includes all chemicals, substances, and materials which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency, and shall include without limitation asbestos, polychlorinated-biphenyls, and petroleum derived substances.

26. ABANDONMENT/SURRENDER. At the expiration or sooner termination of this Lease, Tenant shall surrender and deliver up the Premises in first class repair and condition, ordinary wear and tear alone excepted, and Tenant shall remove from the Premises all of Tenant's personal property. Upon surrender or abandonment by the Tenant, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property. Any personal property left or remaining on the Premises at the end of the term (either by expiration or sooner termination) shall be considered abandoned by Tenant and, at the option of the Landlord, may either be retained by Landlord as Landlord's property or may be removed and disposed of by Landlord at Tenant's expense.

27. MISCELLANEOUS PROVISIONS.

(a) Exhibits and Riders. Clauses, exhibits, riders and addendums, if any, affixed to this Lease are a part hereof.

(b) Waiver. The waiver by a party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(c) Joint Obligation. If there is more than one Tenant the obligations hereunder imposed shall be joint and several.

(d) Marginal Headings. The marginal headings and article titles to the articles of the Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(e) Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(f) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, inure to the benefit of and are binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

(g) Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

(h) Quiet Possession. Upon Tenant observing and performing all of the covenants, conditions and provisions of Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

(i) Venue. The terms and conditions of this Lease shall be construed and controlled in accordance with the laws of Florida; venue for any action arising hereunder shall be in Orange County, Florida.

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(j) Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties herein.

(k) Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(l) Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other valid provision shall remain in full force and effect.

(m) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(n) Choice of Law. This Lease shall be governed by the laws of the State of Florida both as to interpretation and performance. Venue of any action brought hereunder shall lie in the county in which the Premises are located.

(o) Attorneys' Fees. In the event of any litigation arising out of this Lease, including without limitation appellate proceedings, bankruptcy cases, hearing and matters, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

(p) Sale of Premises by Landlord. Tenant must be properly notified in writing in the event of any sale of the Premises by Landlord. Upon such sale Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(q) Subordination, Attornment. Tenant covenants and agrees that this Lease and the Tenant's rights hereunder shall be and is hereby made subject to and subordinate to all existing mortgages, deeds of trust, security interests and other rights of the Landlord's creditors secured by the Premises, as well as any such mortgages, deeds of trust, security interest and other rights of Landlord's creditors which may hereafter be created. The provisions of this paragraph shall be self-operative, but the Tenant covenants and agrees that it will, upon request of the Landlord, in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. Tenant must be properly notified in writing upon commencement of such action or proceeding.

(r) Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord

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to the Tenant shall be delivered in person or sent by United States certified mail, return receipt requested, postage prepaid, addressed to the Tenant at the Premises, and to the address set forth in the Basic Provisions, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, certified mail, return receipt requested, postage prepaid, addressed to the Landlord at the address set forth in the Basic Provisions, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant. All notices delivered in person shall be deemed given on the day of delivery and all notices given by United States certified mail, return receipt requested shall be deemed given three days after the date of mailing.

(s) Tenant's Statement. Tenant shall at any time and from time to time, upon not less than ten (10) days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, (c) setting forth the date of commencement of rents and expiration of the term hereof, (d) acknowledging that Tenant claims no present charge, lien or offset against rent, (e) acknowledging that Landlord has performed all inducements required of Landlord with this Lease, including without limitation any construction obligations, (f) agreeing to give Landlord's mortgagee written notice of Landlord's default and to permit the mortgagee to cure such default with a reasonable time after such notice before exercising any remedy Tenant might possess as a result of such default, and (g) such other matters as may be reasonably required by Landlord's mortgagee or purchaser. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(t) Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

(u) Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or anyone else.

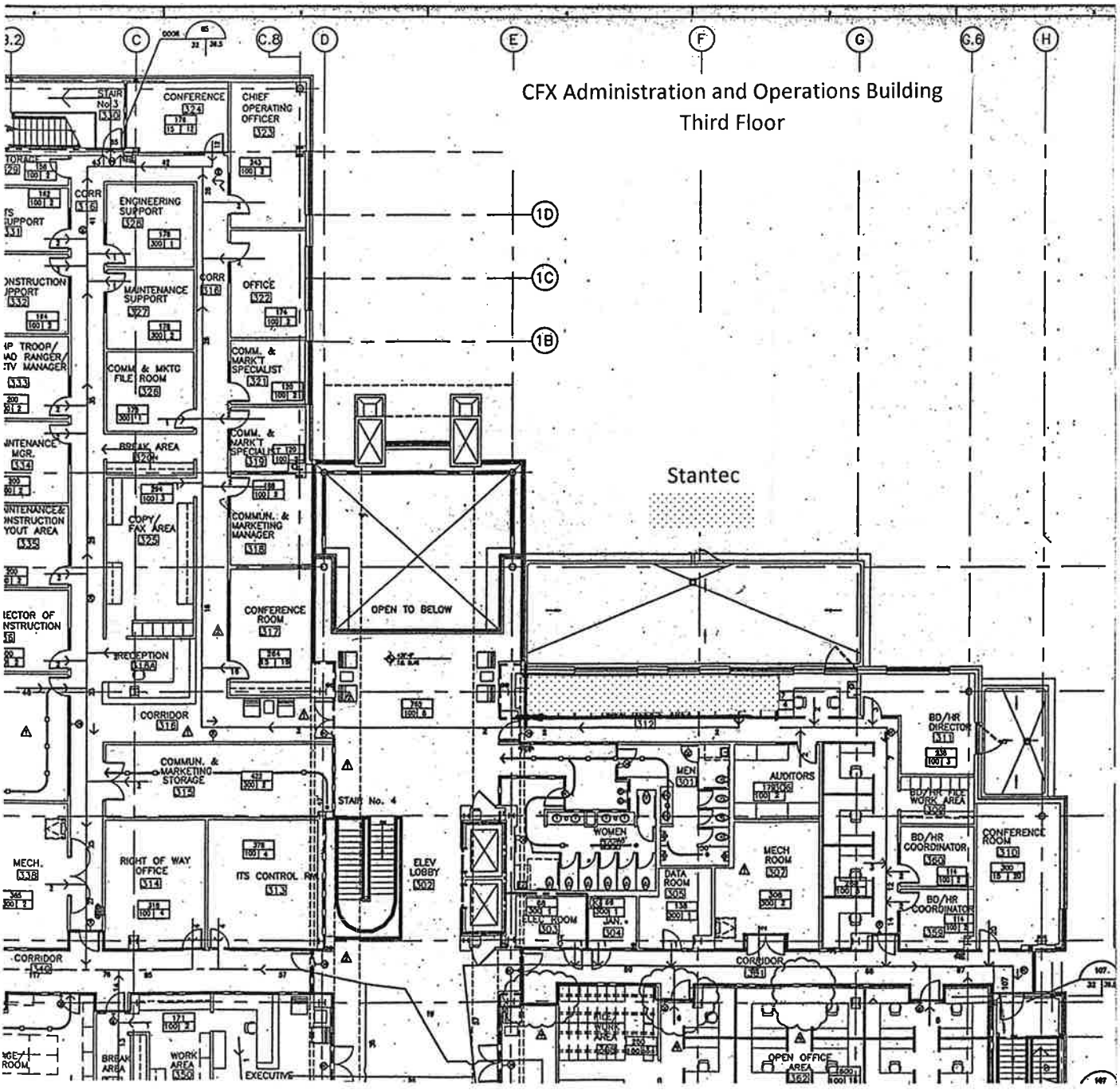
(v) Corporate Authority; Partnership Authority. If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation.

28. WAIVER OF JURY TRIAL. In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim which may be brought by either party against the other and any rights to a trial by jury under any statute, rule of law or public policy in connection with any matter whatsoever arising out of or in any way relating to this Lease.

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EXHIBIT "A"

FLOOR PLAN SHOWING LOCATION OF PREMISES



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EXHIBIT "B"

LIST OF CONTENTS

All fixtures, furniture and equipment located within the Premises, excluding only computer equipment and any leased equipment which Tenant has leased from a third-party under which Tenant has a continuing financial obligation.

Modular desks and file/storage compartments in each of four (4) cubicles.

Desk Chairs (4)

One (1) Desk and one (1) chair in enclosed office

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION MANAGEMENT CONSULTANT SERVICES
CONTRACT NO. 001033

THIS AGREEMENT, made and entered into this 10th day of July, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and STANTEC CONSULTING SERVICES, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 11315 Corporate Boulevard, Suite 105, Orlando, Florida 32817.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish Construction Management Consultant (CMC) services required by the AUTHORITY. The AUTHORITY 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 the AUTHORITY may include, but are not necessarily limited to, Project Administrator, Contract Support Specialist, 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.

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

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

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a two (2) year term from the date of the Notice to Proceed. Renewal of this Agreement for up to two one-year renewals periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROFESSIONAL STAFF

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

5.0 SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Agreement as described above, in part or in whole, without

AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for a variety of AUTHORITY projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Bills for fees or other

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

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

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

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

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "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 the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

10.0 TERMINATION

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

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

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

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

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 6.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do

business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Director of Construction and Maintenance.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction and Maintenance 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 Maintenance and the CONSULTANT that cannot be resolved shall be referred to the AUTHORITY's Executive Director whose decision shall be final.

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

procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

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

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

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the

AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

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

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

which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

16.0 COMMUNICATIONS

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

17.0 STANDARD OF CONDUCT

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

forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution. During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to

pursue construction engineering and inspection projects where they participated in the design of the projects.

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

This Agreement 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 the AUTHORITY 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 Authority's Board of Directors at its meeting on July 10, 2014.

STANTEC CONSULTING SERVICES, INC.

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

EXHIBIT A
SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT CONSULTANT
CONTRACT NO. 001033

1.0 PURPOSE

This Scope of Services describes and defines the services which shall be provided by the Construction Management Consultant (CMC) in connection with the construction of various projects for the Central Florida Expressway Authority (the Authority).

2.0 OVERVIEW OF SCOPE OF SERVICES

2.1 The CMC shall provide a resource pool of technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under the Contract are effectively and efficiently carried out. Services to be provided by the CMC include, but are not necessarily limited to, construction program management and independent oversight of construction process and the construction engineering and inspection consultants (CEI) hired by the Authority.

2.2 The Authority will request CMC services on an as-needed basis. Services to be provided will be initiated and completed as directed by the Authority's Director of Construction and Maintenance. The Authority does not guarantee that any or all of the services described herein will be assigned during the term of the Agreement. Further, the CMC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.

2.3 The Authority may, at its discretion, provide the CMC with a description of roadway and bridge construction projects the Authority intends to assign to the CMC on a recurring12 month period following the commencement of this Contract. Based on the number of projects assigned and the level of service required, the CMC shall prepare and submit to the Director of Construction and Maintenance a budget for the year including a staffing plan (by classification), man-hour estimate and price proposal for labor (using approved hourly rates) and expenses. Once negotiations have been completed and a budget amount is agreed upon for the year, a "Letter of Authorization" will be issued by the Director of Construction and Maintenance specifying the staffing levels, projects to be assigned and the agreed budget amount. This process will be followed each year thereafter, during the term of the Agreement including options.

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

2.4 All communication and correspondence between the Construction Contractor and the Authority, the GEC, the CMC, or the Engineer of Record shall be through the CEI.

3.0 DEFINITIONS

Wherever used in this Scope of Services or in the other contract documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

3.1 **Authority** - The Central Florida Expressway Authority.

3.2 **Claim** - A request for adjustment in Contract time or price, change order requests, proposal requests open to challenge and a matter in dispute.

3.3 **Construction Contract** - The construction work awarded under separate contract by the Authority to a contracting firm or firms.

3.4 **Construction Contractor** – The construction firm awarded a contract to do the construction work constituting a project.

3.5 **Construction Engineering & Inspection (CEI)** Consultant - The firm employed by the Authority to observe the progress and quality of the Work being performed by the Construction Contractor. The CMC is tasked with oversight of the services provided by the CEI. The CMC may be tasked with providing management and guidance of the CEI Consultant.

3.6 **Construction Management Consultant (CMC)** - The firm with whom the Authority has entered into the Contract to provide Construction Management services.

3.7 **Contract (Agreement) -** The written agreement between the Authority and the CMC setting forth the obligations of the parties thereto.

3.8 **Contract Documents** – The Agreement with attachments and any Supplemental Agreements required to complete the Services.

3.9 **Director of Construction and Maintenance** - Director of Construction and Maintenance employed by the Central Florida Expressway Authority, acting directly or through an authorized representative.

3.10 **Dispute** - A claim that cannot be resolved by the parties to the Contract without the intervention of an independent third party.

3.11 **Engineer of Record** - The professional engineer or engineering firm, contracted with by the Authority and registered in the State of Florida, who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the plans and specifications.

3.12 **General Engineering Consultant (GEC)** - The engineering firm under contract to the Authority to provide general engineering services for the Authority.

3.13 **FDOT** - State of Florida Department of Transportation

3.14 **Plans** - The drawings which show the scope, extent, and character of the work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

3.15 **Quality Assurance** - The procedures and process for evaluating the performance and effectiveness of Quality Control, with the mutual goal of guarding against defects and deficiencies before and during the execution of the work. It includes submittals, testing, certifications, documentation and other actions to verify that the proposed products and services will meet the Contract requirements.

3.16 **Quality Control** - The procedures for evaluating completed activities and elements scheduled for incorporation into the work for conformance with Contract requirements. Procedures include testing and inspection required by the Contract and or outlined in the Quality Control Plan.

3.17 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, and Special Provisions of the Authority; the FDOT Standard Specifications for Road and Bridge Construction, project specified edition, as may be amended by the Authority.

3.18 **State** - State of Florida

3.19 **Supplemental Agreement** - A written agreement between the Authority and the CMC modifying the Contract.

4.0 CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANTS

4.1 The CMC shall be responsible for independent verification oversight of services provided by the CEI(s) under contract to the Authority to observe and inspect the progress, quality control and quality assurance of the Work being performed by the Construction Contractor.

4.2 The CMC shall provide qualified technical and administrative personnel in appropriate numbers to verify that all construction engineering, verification testing and contract administration activities performed by the CEI are in accordance with the guides, standards, procedures and directives that are a part of the Contract and generally accepted best management practices. The CMC shall be totally familiar with Authority and Florida Department of Transportation standard procedures and practices for construction engineering and inspection.

5.0 CONSTRUCTION CONTRACT ADMINISTRATION

5.1 The CMC shall further the development of the Authority's Construction Contract Administration Procedures Guide for use and implementation by each CEI which addresses: documentation and monitoring of construction activities that assures the Authority the provisions of the Construction Contract(s) are being reasonably fulfilled; continuity of involvement of the Authority's GEC and Engineer of Record in submittal reviews, document interpretations, and construction observations to verify that the requirements of the Construction Contract are being reasonably met; a structure for the Construction Contractor to organize project procedures and ensure a common understanding of the lines of communication among all participants; claims/disputes identification, notification, documentation and resolution. The reporting relationships and responsibilities of the Authority, the GEC, the Engineer of Record, the CEI, the CMC, and the Construction Contractor shall be clearly identified in the Guide.

5.2 The procedure shall be further developed and implemented through the use of a Construction Contract Administration Procedures Guide which shall include, as a minimum, the following sections:

Communications between Construction Contractor and Authority, GEC, Engineer of Record, CEI and CMC.

Document control including filing system and appropriate forms.

Meeting templates including preconstruction conferences, progress meetings, pre-installation conferences, and closeout conferences.

Submittals including logs and files, submittal processing, preconstruction submittals, construction submittals, and construction closeout submittals.

CEI procedures and reporting.

Construction document interpretations and modifications.

Owner-furnished materials procedures.

Claims and disputes (with Disputes Resolution Board Process)

Measurement and payment including schedule of values, progress payments and liquidated damages.

Independent assurance/quality assurance/quality control.

Project closeout.

Post-construction activities.

Feedback system.

5.3 The CMC shall further the development of the Emergency Response Manual for use and implementation by each CEI reporting to the Authority. The manual shall provide procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities. A draft of the updated manual shall be submitted to the Authority within 75 days after the date of the Notice to Proceed. The Authority will review and comment on the guide and if within 15 days after receipt of the draft from the CMC, provides any comments. The CMC shall make revisions based on the Authority's comments and shall submit a final manual within 10 days after receipt of the Authority's review comments. If no comments are made by the Authority within 15 days, the Manual shall be considered final and distributed to all CEI consultants.

6.0 GEOTECHNICAL SERVICES

6.1 Geotechnical Engineering and Construction Materials Testing services will be provided by the Authority under separate contract(s). The Authority's geotechnical consultant, under the direction of the CMC, will perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated into the project are in conformity with the plans, specifications and contract provisions. The CMC shall verify that the minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variations are met.

6.2 The CMC shall verify that documentation reports on sampling and testing have been submitted by the CEI to responsible parties during the same week that the construction work is done or as otherwise directed by the CMC.

6.3 The CMC shall verify the CEI is providing appropriate surveillance of the Construction Contractor's Quality Control activities at the project site in regard to concrete and is performing verification sampling at the specified frequency.

7.0 COST ESTIMATES AND SCHEDULING

7.1 The CEI will be responsible to review, evaluate, and make recommendations to the Authority on cost estimate information associated with claims, proposal requests, schedule of values, payment requests, change orders, allowance distribution, stored materials, reduction or release of retainage, final payment, payment of Construction Contractor debts and claims. The CMC shall disseminate the information and make final recommendations to the Authority.

7.2 The CEI will be responsible to review and evaluate Construction Contractor progress schedules and submittal schedules (shop drawings, coordination drawings, product data, samples, QA/QC) to determine whether the schedules meet specified construction contract time requirements, and if sufficient time has been allowed for submittal processing. The CMC shall review all CEI evaluations.

8.0 UTILITY/ENVIRONMENTAL COORDINATION

8.1 The CEI will be responsible to coordinate activities between affected utilities and the Construction Contractors. The CMC shall act as facilitator and expediter between environmental permitting agencies and the Authority, the GEC, the Engineer of Record, and the Construction Contractors.

8.2 The CEI will be responsible to coordinate utility relocation construction including, but not limited to: scheduling and conducting preconstruction meetings; monitoring relocations; inspecting relocation construction work performed by utility contractors when such relocation is covered by reimbursement agreements with the Authority. The CMC shall provide oversight and recommendations to the CEI.

8.3 The CMC shall provide support to the CEI for the investigation, handling and disposal of hazardous materials.

9.0 CLAIMS/DISPUTES EVALUATION AND RESOLUTION

It is the Authority's objective to avoid having the uncertainties of unresolved questions, issues, or claims or disputes adversely affect the Construction Contractor's planning, scheduling, and performance of the Work on a project. With that objective in mind, the CMC shall verify that all CEIs are familiar with the Authority's Claims/Disputes Resolution Procedure included in the Contract for individual projects. The CMC shall participate as and when requested by the Authority in the Disputes Resolution Process and in any arbitration proceedings arising from unresolved disputes.

10.0 INDEPENDENT ASSURANCE OF QUALITY CONTROL REQUIREMENTS

10.1 The quality of workmanship required for each construction project is established in the construction contract documents. Construction specifications define the qualitative requirements for products, materials and workmanship upon which the construction contract is based. Tolerances are specified for certain construction items. In the absence of a specified tolerance, industry standards should be used.

10.2 The CEI will be responsible to develop, prepare and implement a process to review, evaluate and enforce the qualitative requirements of the construction specifications. The intent and goal of the process will be to assure that defects are avoided from the beginning of the work.

10.3 The CMC shall provide independent assurance to the Authority that the CEI's process to review and evaluate qualitative requirements established by the construction specifications is being applied consistent with good engineering practices and that enforcement measures, if required, are sufficient to assure compliance by the Construction Contractor.

11.0 SURVEY

The CMC, if requested, 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.

12.0 PLANS REVIEWS

12.1 At the 100% and bid design phases of roadway and bridge construction projects, the CMC shall perform constructability review of plans and provide suggestions/recommendations regarding the need/desirability for

owner-furnished materials, pay item descriptions and limits, specification refinements, maintenance of traffic options, etc.

12.2 During construction, the CEI will be responsible to review construction phasing, maintenance of traffic, detour sequencing, equipment clearances, appropriate dimensions and tolerances. The CMC shall evaluate the CEI's review comments and make suggested changes/revisions if appropriate.

13.0 CMC'S OFFICE AND EQUIPMENT

13.1 The CMC shall establish a central office for core staff and administration personnel within the Authority's Headquarters building. The Authority will provide office space to the CMC including desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software and printers, telephones, copy machines, fax machine and electronic equipment. The CMC shall execute a Zero Dollar Lease with the Authority covering the office space to be provided.

13.2 Individual field offices for the CEI's resident engineers and staff will be established by the CEI based on the Construction Contract Administration Procedure Guide.

13.3 Expenses for operation of the CMC's office such as stamps, postal costs, permits, inspections, survey books, etc., will be the responsibility of the CMC.

13.4 The CMC shall furnish equipment including vehicles, tools, cell phones, etc., to carry out its responsibilities as required by this Scope of Services.

13.5 All equipment and supplies mentioned herein and other articles of the Contract furnished by the CMC shall remain the property of the CMC.

13.6 The CMC shall retain responsibility for risk of loss or damage to its office content, furnishings and equipment during performance of the Contract.

14.0 OTHER SERVICES

14.1 The CMC shall, upon written authorization by the Authority, perform any additional services not otherwise identified in the Contract as may be required by the Authority in connection with the project. The following items are not included as part of the Contract, but may be required to supplement the CMC's services under the Contract.

14.1.1 The CMC shall, upon review, approval and written authorization by the Authority, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.

14.1.2 The CMC shall, upon written request by the Authority, assist in preparing for Dispute Resolution Board meetings, arbitration hearings or litigation that occur during the term of the Contract in connection with the projects covered by the Contract.

14.1.3 The CMC shall, upon written request by the Authority, provide qualified engineers, architects, technicians and other personnel, as required, to serve as witnesses, provide exhibits and otherwise assist the Authority in any litigation or arbitration hearings in connection with the project contracts.

14.1.4 The CMC shall, upon written request by the Authority, provide off-site inspection services.

15.0 POST CONSTRUCTION CLAIMS REVIEW

In the event a Construction Contractor for a project submits a claim for additional compensation and/or time after the CMC has completed its work under the Contract, the CMC shall, at the written request from the Authority, analyze the claim, prepare a recommendation to the Authority covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim.

16.0 TERM OF CONTRACT

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction and Maintenance. The Contract term will be two (2) years from the date established in the notice with options to extend the Contract for two 1 year periods. Exercise of the options may be made at the discretion and election of the Authority by the Authority providing written notice of its exercise to the CMC at least 90 days prior to the expiration of the initial two year Contract Term and the first option period if applicable. If the CMC can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of the option would be inequitable, the CMC may refuse the Authority's exercise of the option. Such refusal must be communicated to the Authority in writing within 30 days from the date the CMC receives the Authority's notice of intent to exercise the option. The CMC shall provide to the Authority within that same 30 day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the CMC may propose revisions to the terms and conditions of

the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the CMC are agreed to by the Authority, such revisions will be incorporated in a Supplemental Agreement to the Contract. If the Authority does not agree to the CMC's proposed revisions, the Authority will not exercise the option to extend the Contract.

END OF SCOPE OF SERVICES

LEASE AGREEMENT

BASIC PROVISIONS

DATE OF LEASE:	August 1, 2014
EFFECTIVE DATE:	The date that duplicate originals of this Lease have been executed in their final form by both parties and delivered to both parties.
LANDLORD:	Orlando-Orange County Expressway Authority, a body politic and agency of the State of Florida
TENANT:	Xerox State & Local Solutions, Inc.
PREMISES:	Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein. The physical address for the building within which the Premises is located is 4974 ORL Tower Road, Orlando, FL 32807.
CONTENTS:	The parties agree that the Premises have been delivered to the Tenant with the items set forth on Exhibit "B" attached hereto and incorporated by reference herein (the "Contents"). Tenant shall maintain the Contents in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear and Landlord's negligent acts excepted.
LEASE TERM:	The term of this lease shall commence on August 1, 2014, and end on July 31, 2015, or unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). Notwithstanding anything to the contrary contained herein, to the extent of any conflict between the terms of this Lease and the hereafter defined Contract, the Contract shall control and govern.
RENEWAL OPTION:	Subject to the terms and provisions of this Lease and the renewal of the hereafter defined Contract, there shall be five (5), one (1) year renewal options ("Renewal Option"), provided each Renewal Option is exercised by written notice to the Landlord at least thirty (30) days prior to the expiration of the Term or the applicable Renewal Option period. Any extension beyond the fifth Renewal Option shall require the Landlord and Tenant to enter into a new lease agreement.

LEASE AGREEMENT

BASIC PROVISIONS

DATE OF LEASE:	June 26, 2014
EFFECTIVE DATE:	The date that duplicate originals of this Lease have been executed in their final form by both parties and delivered to both parties.
LANDLORD:	Orlando-Orange County Expressway Authority, a body politic and agency of the State of Florida.
TENANT:	Florida Toll Services, a joint venture of URS Energy and Construction, Inc. an Ohio Corporation and Alltech, Inc., a Parsons Brinckerhoff Company, a Delaware Corporation.
PREMISES:	Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein.
CONTENTS:	The parties agree that the Premises have been delivered to the Tenant with the items set forth on Exhibit "B" attached hereto and incorporated by reference herein (the "Contents"). Tenant shall maintain the Contents in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.
LEASE TERM:	The term of this lease shall commence on June 26, 2014, and end on June 25, 2015, or unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). Notwithstanding anything to the contrary contained herein, to the extent of any inconsistency between the terms of this Lease and the hereafter defined Contract, the Contract shall control and govern.
RENEWAL OPTION:	There shall be no renewal options. Any extension beyond the Term shall require the Landlord and Tenant to enter into a new lease agreement.
RENT DURING LEASE TERM:	In consideration of the services to be provided by Tenant in connection with that certain Contract by and between Landlord and Tenant, dated July 1, 2005 (the "Contract") and renewed on October 23, 2013, rent during the renewal period shall be zero dollars ($0.00) per month. It being acknowledged by the parties that said services are being performed by Tenant at such prices fixed in said Contract, in part, based on Landlord providing office space to Tenant.
APPROXIMATE FLOOR AREA:	1,511 square feet (First Floor) 5,938 square feet (Second Floor)
PERMITTED USES:	Tenant shall use the Premises for professional office use in connection with the services to be provided under the Contract and shall not use or permit the Premises to be used for any other purposes without the prior

CONSENT AGENDA ITEM

#3

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

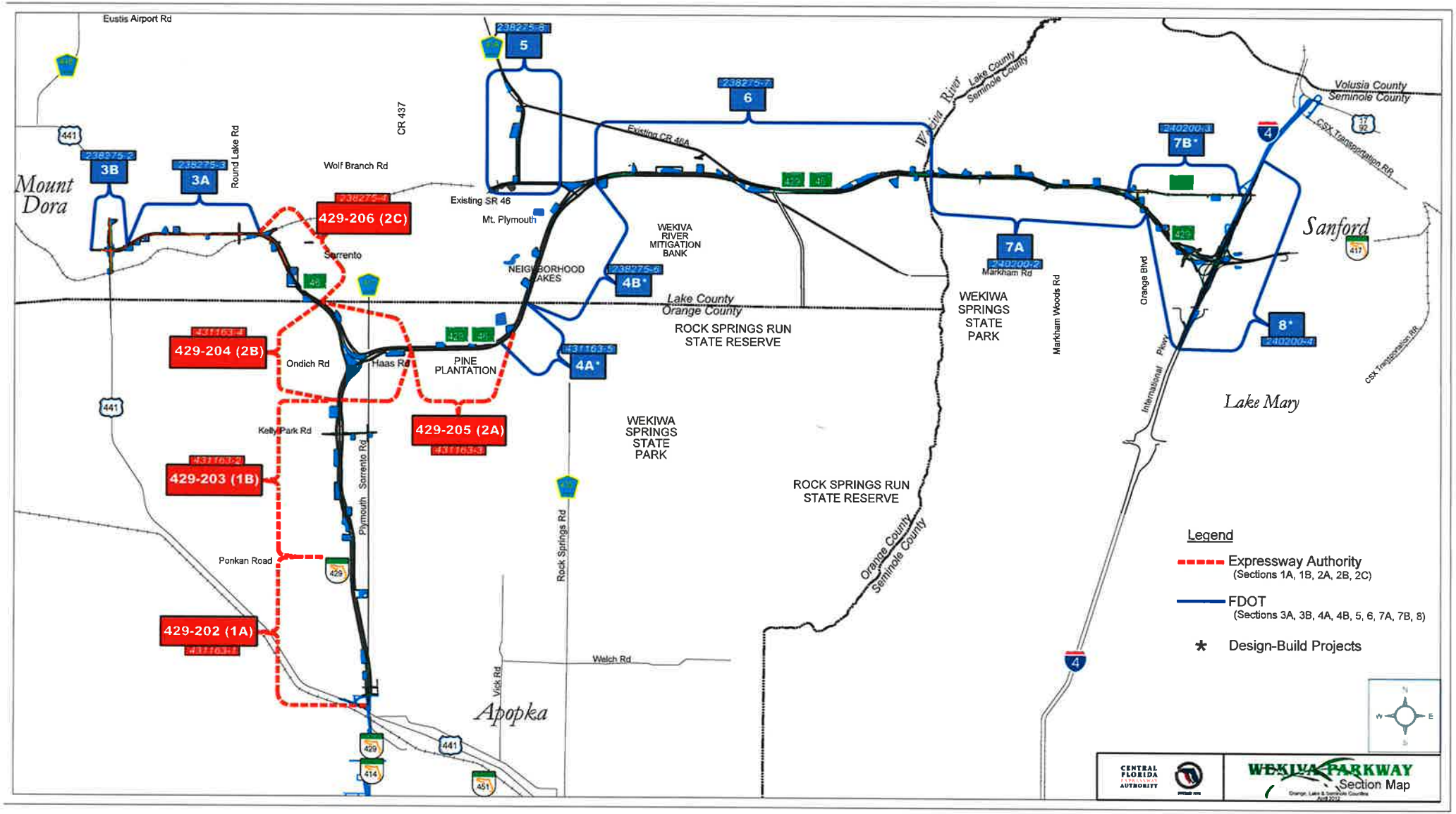
DATE: September 23, 2014

RE: Authorization to Advertise for
S.R. 429 (Wekiva Parkway) Phase I
Project No. 429-202; Contract No. 001060
Project No. 429-203; Contract No. 001061

Board authorization is requested to advertise for construction bids for S.R. 429 (Wekiva Parkway) Phase I, Project Nos. 429-202 and 429-203. These projects are included in the approved Five-Year Work Plan.

Project No. 429-202 includes construction of S.R. 429 roadway and bridges from US 441 to north of Kelly Park Road and is expected to be advertised in late November of this year. Project No. 429-203 will continue the roadway and bridge construction from north of Kelly Park Road to north of Ponkan Road and should be ready to advertise in early January 2015.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File


Eustis Airport Rd
441
238275-2
3B
238275-3
3A
Round Lake Rd
CR 437
Wolf Branch Rd
Mount Dora
238275-4
429-206 (2C)
Sorrento
Existing SR 46
Mt. Plymouth
238275-5
5
238275-7
6
Existing CR 46A
Wekiva River
Lake County
Seminole County
NEIGHBORHOOD LAKES
WEKIVA RIVER MITIGATION BANK
238275-6
4B*
Lake County
Orange County
ROCK SPRINGS RUN STATE RESERVE
WEKIWA SPRINGS STATE PARK
431163-4
429-204 (2B)
Ondich Rd
Haas Rd
PINE PLANTATION
431163-5
4A*
429-205 (2A)
431163-3
Kelly Park Rd
431163-2
429-203 (1B)
Plymouth Sorrento Rd
Ponkan Road
429
429-202 (1A)
431163-1
Rock Springs Rd
Welch Rd
Vick Rd
Apopka
414
451
WEKIWA SPRINGS STATE PARK
ROCK SPRINGS RUN STATE RESERVE
Orange County
Seminole County
240200-3
7B*
7A
240200-2
Markham Rd
Markham Woods Rd
Orange Blvd
International Pkwy
Volusia County
Seminole County
CSX Transportation RR
Sanford
417
Lake Mary
8*
240200-4
Legend
Expressway Authority
(Sections 1A, 1B, 2A, 2B, 2C)
FDOT
(Sections 3A, 3B, 4A, 4B, 5, 6, 7A, 7B, 8)
* Design-Build Projects
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
WEKIWA PARKWAY
Section Map

CONSENT AGENDA ITEM

#4

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

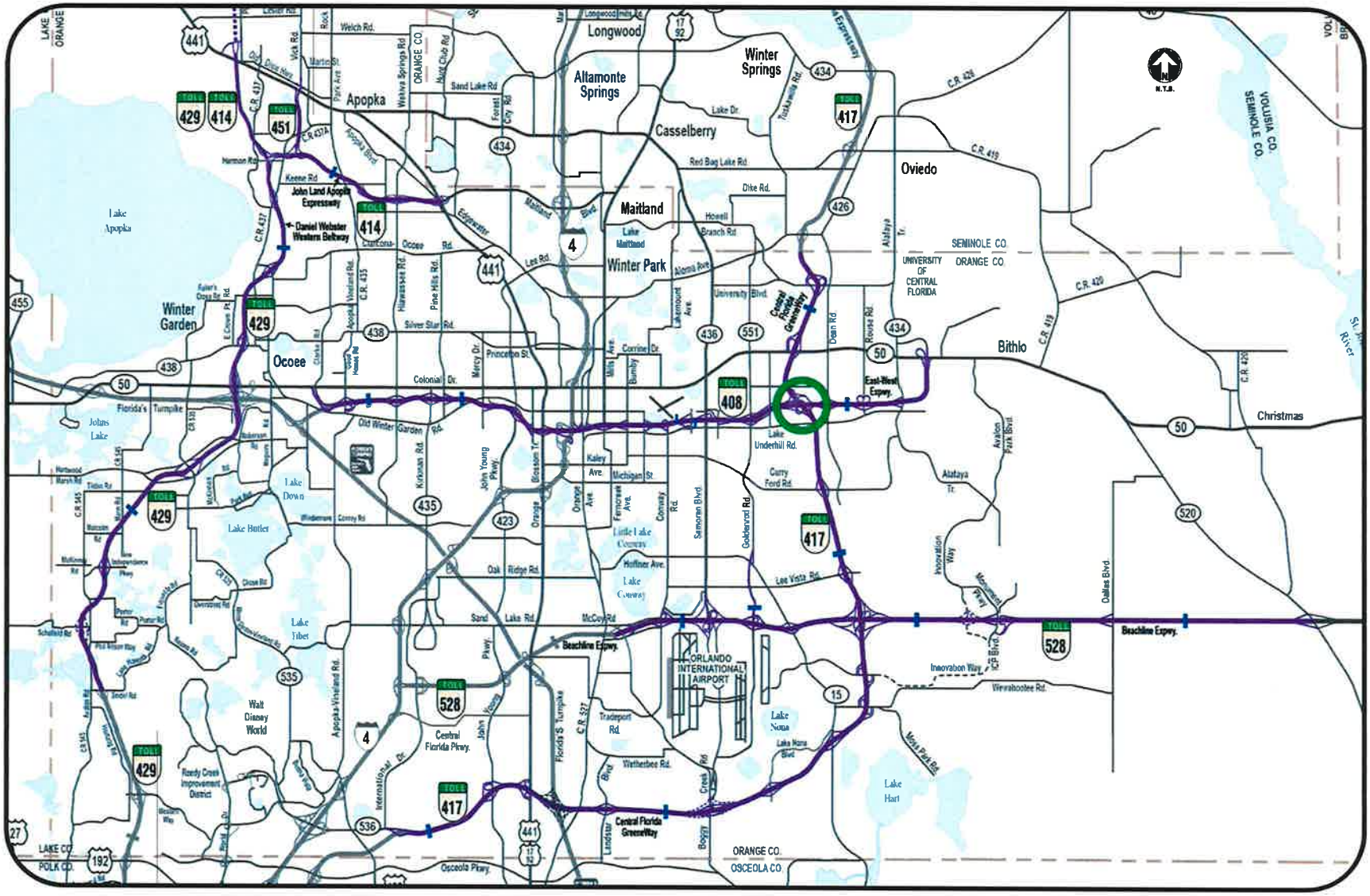
DATE: September 23, 2014

RE: Authorization to Advertise for
Letters of Interest for
Construction Engineering and Inspection (CEI) Services for
S.R. 408/S.R. 417 Interchange Improvements
Project No. 253F; Contract No. 001069

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide CEI services related to the construction of the S.R. 408/S.R. 417 Interchange Improvements.

Selection of a consultant will proceed in accordance with the approved Procurement Policy and Procedure. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation. Once the final cost has been negotiated, Board approval to award the contract will be requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File



SR 408 / SR 417 Interchange Improvements (Project 253F)

CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

RE: Award of Contract
S.R. 528, S.R. 429, S.R. 451 and S.R. 414 Landscape Maintenance
Contract No. 001050

In accordance with the approved Procurement Policy and Procedure for an invitation to bid, the Procurement Department opened sealed bids for the referenced project on September 17, 2014. This project will provide landscape and turf maintenance, mowing, fertilizer application, insect/disease control, tree pruning, tree removal, watering, edging, mulching, irrigation system maintenance and litter removal along the referenced roadways for a three-year period.

Bid results were as follows:

	Bidder	Bid Amount
1.	Commercial Companies, Inc.	$5,177,540.00
2.	Groundtek of Central Florida, LLC	$6,640,402.74

The cost estimate for this maintenance project is $5,518,145.61.

The Procurement Department has evaluated both bids and has determined that both bids are responsible and responsive to the bidding requirements. Since less than three bids were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options to either reject the bids and re-bid the project or recommend award of the contract. That meeting took place on September 17, 2014, with the Director of Construction and Maintenance representing the Deputy Executive Director and the Manager of Procurement representing the Director of Procurement. The results of the meeting were included in a memo to the Interim Executive Director recommending that the contract be awarded to Commercial Companies, Inc. The Interim Executive Director accepted the recommendation.

Board award of the contract to Commercial Companies, Inc., is hereby requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File

MEMORANDUM

TO: Joseph A Berenis, P.E.
Interim Executive Director

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

Robert Johnson
Manager of Procurement

SUBJECT: S.R. 528, S.R. 429 and S.R. 414 Landscape Maintenance
Contract No. 001050
Recommendation for Award of Contract

DATE: September 17, 2014

On September 17, 2014, two (2) sealed bids were opened for the subject project:

Bidder		**Bid Amount**
1.	Commercial Companies, Inc.	$5,177,540.00
2.	Groundtek of Central Florida, Inc.	$6,640,402.74

The Cost Estimate for the project prepared by the Maintenance Department is $5,518,145.61.

The low bid was reviewed by the Procurement Department and was found to be responsible and responsive to the bidding requirements. Since this was a lump sum bid for maintenance work, the Landscape Architect reviewed the schedule of values and reported that the prices for the items of work included in the lump sum bid were very favorable for the Authority when compared to prices currently being paid for similar items under the other landscape maintenance contract that was awarded in 2011.

Since less than three bids were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options to either reject the bids and re-bid the project or recommend award of the contract. That meeting took place on September 17, 2014, with the Manager of Procurement representing the Director of Procurement and the Director of Construction and Maintenance representing the Deputy Executive Director.

During the meeting we noted that 12 contractors had registered as "primary" to download the bid documents from the Procurement web site. Of these 12, only 3 met the bidding requirement for certification by the Florida Nursery, Growers and Landscape Association (FNGLA) as a Landscape Contractor and of those 3 only 2 submitted bids. The one who did not submit a bid, Servello and Son, indicated that they decided not to bid at this time. Additionally, during the bidding process, the CFX Procurement Department notified Valleycrest, a FNGLA certified landscaper of the solicitation to encourage them to participate who stated that they were not equipped to do highway work.

We considered these facts, the cost to re-bid the project, and whether or not a re-bid would result in more bids and a lower price. Based on these considerations, it is our opinion that rebidding the project would not be in the best interest of the Authority since it probably would not result in more bids or a lower price. Therefore, in accordance with Article V, Procurement Processes, of the Procurement Procedures Manual, we jointly recommend award of Contract No. 001050 to Commercial Companies, Inc.

Accept Recommendation X Reject Recommendation _____

Joseph A Berenis

Interim Executive Director

If rejected, reason(s) for rejection:

_____

_____

CONTRACT

This Contract No. 001050 (the "Contract"), made this 9th day of October, 2014, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and COMMERCIAL COMPANIES, INC., 1555X Dopey Drive, Lake Buena Vista, Florida 32830, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes maintenance of all items associated with Contract No. 001050, S.R. 528, S.R. 429, S.R. 451, and S.R. 414 Landscape Maintenance, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years with renewal options. The Contract Amount is $5,177,540.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 10, 2014.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the Scope of Services or other Contract Documents,
4. The Scope of Services, including Attachments,
5. The Method of Compensation, and
6. The Proposal.

In consideration of the foregoing premises, the AUTHORITY agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

DATE: _____

COMMERCIAL COMPANIES, INC.

By:_____

Print Name:_____

_____
Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

MEMORANDUM OF AGREEMENT

PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING
September 18, 2014

This PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING MEMORANDUM ("Memorandum") for the *SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance* is made and entered this *18* day of *September, 2014* by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963 and the apparent successful responsive bidder, *Commercial Companies, Inc.* ("Contractor"), a *Florida* corporation with offices at *1555X Dopey Drive, PO Box 220550, Lake Buena Vista* (Individually, Party and collectively, Parties)

WITNESSETH THAT:

WHEREAS, the Authority will enter into an agreement with *Commercial Companies, Inc.* to maintain *SR 528, SR 429, SR 451, and SR 414* , pursuant to the execution of this Memorandum;

WHEREAS, the Authority has solicited the Services of the Contractor to provide labor, equipment and materials ("Services") to maintain *SR 528, SR 429, SR 451, and SR 414 Landscape,* and the Contractor has agreed to provide such Services in accordance with their tender of September 17, 2014.

WHEREAS, the Section generally consists of the construction of the *SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance,* which includes *SR 528, SR 429, SR 451, and SR 414 Landscape Maitenance.*

WHEREAS, the Contractor is qualified, capable, and willing to provide the Services;

NOW, THEREFORE, the Parties mutually agree as follows:

1. PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING

A meeting was held on *September 18, 2014* between *1130-1230* hrs in accordance with Paragraph 3.4, Page GS-37, Errors or Omissions in Plans or Specifications, of the Invitation to Bid, Instructions to Bidders, General Specifications, Technical Specifications, Special Provisions, Contract and Public Construction Bond for *SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance* dated together with Addendum No. 1. The purpose of this meeting was to address all questions or differences in interpretations of the documents and to provide clarifications. The Contractor's key personnel together with the Authority's representatives, as identified in Attachment A, List of Attendees attended this meeting.

2. PROCEDURES

At this meeting each page of the plans, specifications and other Contract Documents, which were used by the Contractor in preparing their offer, was reviewed. Items that could be the cause of potential claims were identified and the Authority will make such corrections and interpretations, as the Authority deems necessary, to reflect the intent of the plans and specifications.

3. ITEMS DISCUSSED AND AGREED TO

A. *The Contractor acknowledged that although no dollar amount was listed for SR 414 Annual Pine Straw bark mulch application in the submitted bid form, the costs to provide the services are included in the Contract total bid.*

B. *If required due to a lack of previous maintenance prior to Contract start, clean-up of the existing limits of work (including weeding, litter/debris removal, mowing/ edging/ trimming, etc.) will be performed by the Contractor as directed by the CFX Landscape Architect at a negotiated price, and paid for from the Work Order/ New Construction Allowance.*

C. The requested start date of Monday, November 3, 2014 is approved contingent upon CFX Board Approval and successful execution of the Contract documents.

4. EXECUTION

It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Prime Agreement by and between the Authority and Contractor. Except as noted in Item A above, the Contractor by signing this document certifies as required by Article 3.4 of the General Specifications, that there are no known errors or omissions in the Plans, Specifications or other Contract documents.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority and the Contractor, effective from the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Bernard V. Dreiling, P.E.
Director of Construction and Maintenance

_____
Witness

Commercial Companies, Inc.

By: _____ V.P.

Collin Johnson
Vice President



Witness

This MOA is considered the written minutes for this duly noticed meeting held on September 18, 2014, commencing at 1130hrs. at the CFX Administrative Bldg., Orlando, Florida. In accordance with FS 286.013(b)1 and FS 286.0113(2)(c)1 this meeting was exempt from the public and recorded in its entirety .

ATTACHMENT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance
PROJECT NUMBER: *0001050*
PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING

LIST OF ATTENDEES

[Date of Meeting]

NAME	ADDRESS	PHONE/FAX
1 Colin Johnson	15557 Dopey Dr. Lake Buena Vista, P.O. Box 22050 FL 32830	407-938-9600
2 Dominic Veary	" "	407-938-9600
3 BEL BAKER	462 S. KELLER ROAD ORLANDO, FL 32810	407.806.4272
CHRIS BLOODWORTH	CFX	407-625-8625
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO:	All Planholders of Record
FROM	Claude Miller, Director of Procurement
DATE:	August 22, 2014
SUBJECT:	S.R. 528, S.R. 429, S.R. 451, AND S.R. 414 LANDSCAPE MAINTENANCE; Contract No. 001050, - Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated August 2014, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page and the following attachment: revised Bid Form.

CHANGES TO THE PROPOSAL

1. **Discard** the original copy of the Bid Form and **replace** it with the revised electronic copy of the Bid Form (Bid Form 001050A1.xls) included with this Addendum. Failure to submit the revised bid form will deem said bid as non-responsive.

CHANGES TO THE SCOPE OF SEVICES

2. On page SS-65, section 11.1; **delete** the last sentence "Payment for the directed plant replacements…" in its entirety.

END OF ADDENDUM NO. 1

S.R. 528 (Beach Line Expressway)

Turf Management Costs

	Task - Application (cycles / year)	Approximate Cycle Area / Qty		Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1.	**Mowing, Edging, Trimming, Clipping Clean Up**							
A.	Main Toll Plazas (40 Cycles)	50,500	sf	120	6,060,000	sf	$	
2.	**Litter Removal**							
A.	Main Toll Plazas (40 Cycles)	50,500	sf	120	6,060,000	sf	$	
3.	**Insect/Disease Control**							
A.	Main Toll Plazas - Fireants	50,500	sf	51	2,575,500	sf	$	
4.	**Weed Control**							
A.	"No-Mow" Areas (3 cycles)							
A.1	S.R. 528 / Tradeport Drive	15,000	sf	9	135,000	sf	$	
A.2	S.R. 528 / S.R. 417 Interchange	61,000	sf	9	549,000	sf	$	
A.3	S.R. 528 / Goldenrod Rd	214,500	sf	9	1,930,500	sf	$	
A.4	S.R. 528 / Dallas Blvd.	34,500	sf	9	310,500	sf	$	
5.	**Fertilization**							
A.	Toll Plazas (16-0-8) (1 cycle)	50,500	sf	3	151,500	ea	$	
B.	Fertilizer Analysis (16-0-8) (1 test)	1	ea	3	3	ea	$	
	S.R. 528 Turf Management Total / 3 Years						$	0.00

Landscape Maintenance Costs

	Task - Application (cycles / year)	Approximate Cycle Area / Qty		Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1.	**3 Week Maintenance** (17 cycles)							
	Weeding, Pruning, Staking, Litter / Debris Removal (17 cycles)	1,746,000	sf	51	89,046,000	sf	$	
2.	**Pruning**							
A.	Shrub - Annual (1 cycle)	1,425,000	sf	3	4,275,000	sf	$	
B.	Palms (2 cycles)	22	ea	6	132	ea	$	
C.	Crape Myrtles (1 cycle)	3	ea	3	9	ea	$	
3.	**Fertilization**							
A.	Fertilizer Analysis (13-2-13) (3 tests)	3	ea	9	27	ea	$	
B.	Ornamental Trees & Shrubs (13-2-13) (3 cycles)	1,746,000	sf	9	15,714,000	sf	$	
C.	Plumbago & Dune Sunflower (10-30-20) (6 cycles)	193,500	sf	18	3,483,000	sf	$	
4.	**Weed Control**							
A.	Pre-Emergence Herbicide to Beds / Tree Rings (Pennant, Gallery) (2 cycles)	1,746,000	sf	6	10,476,000	sf	$	
5.	**Mulch Application**							
A.	Pine Straw Mulch to Planting Beds & Tree Rings (1 cycle)	189,500	sy	3	568,500	sy	$	
B.	Bark Mulch to Beds / Tree Rings at Toll Plazas, Ramp Toll Booths (1 cycle)	4,000	sy	3	12,000	sy	$	
6.	**Insect/Disease Control**							
A.	Fireant Control (Extinguish) (17 cycles)	1,746,000	sf	51	89,046,000	sf	$	
B.	Cord Grass, Fakahatchee Grass, Dwarf Fakahatchee Grass, Gulf Muhly Grass, Vetiver Grass (Ultra-Fine Oil) (1 cycle)	985,000	sf	3	2,955,000	sf	$	
C.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas (Ultra-Fine Oil) (2 cycles)	11,500	sf	6	69,000	sf	$	
D.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Dune Sunflower (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	20,500	sf	12	246,000	sf	$	
E.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Dune Sunflower (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (4 cycles)	20,500	sf	12	246,000	sf	$	
F.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Dune Sunflower (Heritage) (2 cycles)	20,500	sf	6	123,000	sf	$	
G.	All Plant Material (except ornamental grasses) at Main Toll Plazas and Oleander, Fakahatchee, Coontie, Fire Bush, Confederate Jasmine, and Plumbago (Merit 2F) (2 cycles)	491,500	sf	6	2,949,000	sf	$	
H.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Plumbago (Conserve SC) (2 cycles)	195,000	sf	6	1,170,000	sf	$	
I.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Plumbago (Ardent) (1 cycle)	195,000	sf	3	585,000	sf	$	
J.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Plumbago (Tristar & Lure) (1 cycle)	195,000	sf	3	585,000	sf	$	
K.	Confederate Jasmine (Ultra-Fine Oil) (2 cycles)	21,500	sf	6	129,000	sf	$	
L.	Confederate Jasmine (Ardent) (2 cycles)	21,500	sf	6	129,000	sf	$	
M.	Coontie (Ultra-Fine Oil) (4 cycles)	7,500	sf	12	90,000	sf	$	
N.	Fakahatchee Grass, Dwarf Fakahatchee Grass, Vetiver Grass - 2nd Prune (Ardent) (2 cycles)	220,000	sf	6	1,320,000	sf	$	
O.	Oleander (Ultra-Fine Oil) (1 cycle)	134,000	sf	3	402,000	sf	$	
P.	Oleander and Fire Bush (Bifen IT) (2 cycles)	150,000	sf	6	900,000	sf	$	
Q.	Plumbago (Ultra-Fine Oil) (2 cycles)	157,000	sf	6	942,000	sf	$	
R.	Crepe Myrtles (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	3	ea	12	36	ea	$	
S.	Crepe Myrtles (Heritage) (2 cycles), (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (2 cycles)	3	ea	12	36	ea	$	
T.	Crepe Myrtles (Merit 2F) (2 cycles)	3	ea	6	18	ea	$	
U.	Crepe Myrtles (Tristar) (2 cycles)	3	ea	6	18	ea	$	
V.	Magnolias (Kocide 101) (2 cycles)	95	ea	6	570	ea	$	
W.	Magnolias (Ultra-Fine Oil &	95	ea	9	855	ea	$	
X.	Pindo Palms - (Subdue Maxx) (4 cycles)	22	ea	12	264	ea	$	
Y.	Pindo Palms - (Banrot 40WP) (4 cycles)	22	ea	12	264	ea	$	
Z.	Pindo Palms - (Merit 2L) (2 cycles)	22	ea	6	132	ea	$	
7.	**Irrigation System**							
A.	Inspection & Maintenance at (1) Main Toll Plaza (1 per month)	1	ea	36	36	ea	$	
B.	Report (1 per month)	1	ea	36	36	ea	$	
	S.R. 528 Landscape Maintenance Total / 3 Years						$	0.00

S.R. 429 / S.R. 451 (Daniel Webster Western Beltway)

Turf Management Costs

	Task - Application (cycles / year)	Approximate Cycle Area / Qty		Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1.	**Mowing, Edging, Trimming, Clipping Clean Up**							
A.	Main Toll Plazas (40 Cycles)	445,000	sf	120	53,400,000	sf	$	
2.	**Litter Removal**							
A.	Toll Plazas (40 Cycles)	445,000	sf	120	53,400,000	sf	$	
3.	**Insect Control**							
A.	Toll Plazas - Fireants (Extinguish) (17 cycles)	445,000	sf	51	22,695,000	sf	$	
4.	**Weed Control**							
A.	"No-Mow" Areas (3 cycles)							
A.1	SR 451 / SR 441 - East & West Slopes	80,000	sf	9	720,000	sf	$	
A.2	Pond buffers @ West 429 / SR 50 R.O.W.	32,000	sf	9	288,000	sf	$	
A.3	Buffer @ East 429 / SR 50 R.O.W.	37,000	sf	9	333,000	sf	$	
A.4	SR 50 Interchange Slopes	255,000	sf	9	2,295,000	sf	$	
A.5	Florida Turnpike - Stoney Brook West Rd	160,000	sf	9	1,440,000	sf	$	
A.6	Stoney Brook West Rd - SR 535	86,000	sf	9	774,000	sf	$	
A.7	SR 535 - Independence MTP	11,000	sf	9	99,000	sf	$	
5.	**Fertilization**							
A.	Main Toll Plazas (16-0-8) (1 cycle)	445,000	sf	3	1,335,000	sf	$	
	S.R. 429 / S.R. 451 Turf Management Total / 3 Years						$	0.00

Landscape Maintenance Costs

	Task - Application (cycles / year)	Approximate Cycle Area / Qty		Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1.	**3 Week Maintenance (17 cycles)**							
	Weeding, Pruning, Staking, Litter / Debris Removal	2,154,500	sf	51	109,879,500	sf	$	
2.	**Pruning**							
A.	Shrub - Annual (1 cycle)	1,741,000	sf	3	5,223,000	sf	$	
B.	Palms (2 cycles)	220	ea	6	1,320	ea	$	
C.	Crape Myrtles (1 cycle)	125	ea	3	375	ea	$	
3.	**Fertilization**							
A.	Ornamental Trees & Shrubs (13-2-13) (3 cycles)	2,154,500	sf	9	19,390,500	sf	$	
B.	Plumbago, Lantana, Dune Sunflower(10-30-20) (6 cycles)	286,000	sf	18	5,148,000	sf	$	
4.	**Weed Control**							
A.	Pre-Emergence Herbicide to Beds / Tree Rings (Pennant, Gallery) (2 cycles)	2,154,500	sf	6	12,927,000	sf	$	
5.	**Mulch Application**							
A.	Pine Straw Mulch to Planting Beds & Tree Rings (1 cycle)	212,000	sy	3	636,000	sy	$	
B.	Bark Mulch to Beds / Tree Rings at Toll Plazas, Ramp Toll Booths (1 cycle)	27,000	sy	3	81,000	sy	$	
6.	**Insect/Disease Control**							
A.	Fireant Control (Extinguish) (17 cycles)	2,154,500	sf	51	109,879,500	sf	$	
B.	Cord Grass, Fakahatchee Grass, Gulf Muhly Grass (Ultra-Fine Oil) (1 cycle)	1,100,000	sf	3	3,300,000	sf	$	
C.	All Plant Material (except ornamental grasses) at Main Toll Plazas (Ultra-Fine Oil) (2 cycles)	14,500	sf	6	87,000	sf	$	
D.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Lantana, and Dune Sunflower (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	16,000	sf	12	192,000	sf	$	
E.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Lantana, and Dune Sunflower (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (4 cycles)	16,000	sf	12	192,000	sf	$	
F.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Lantana, and Dune Sunflower (Heritage) (2 cycles)	16,000	sf	6	96,000	sf	$	
G.	All Plant Material (except ornamental grasses) at Main Toll Plazas and Oleander, Fakahatchee, Coontie, Fire Bush, Confederate Jasmine, Lantana, and Plumbago (Merit 2F) (2 cycles)	561,000	sf	6	3,366,000	sf	$	
H.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Plumbago, and Lantana (Conserve SC) (2 cycles)	287,500	sf	6	1,725,000	sf	$	
I.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Plumbago, and Lantana (Ardent) (1 cycle)	287,500	sf	3	862,500	sf	$	
J.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Plumbago, and Lantana (Tristar & Lure) (1 cycle)	287,500	sf	3	862,500	sf	$	
K.	Confederate Jasmine (Ultra-Fine Oil) (2 cycles)	5,500	sf	6	33,000	sf	$	
L.	Confederate Jasmine (Ardent) (2 cycles)	5,500	sf	6	33,000	sf	$	
M.	Fakahatchee Grass, Vetiver Grass -	115,500	sf	6	693,000	sf	$	
N.	Oleander (Ultra-Fine Oil) (1 cycle)	113,500	sf	3	340,500	sf	$	
H.	Oleander (Bifen IT) (2 cycles)	113,500	sf	6	681,000	sf	$	
O.	Plumbago (Ultra-Fine Oil) (2 cycles)	283,500	sf	6	1,701,000	sf	$	
P	Crepe Myrtles (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	125	ea	12	1,500		$	
Q.	Crepe Myrtles (Heritage) (2 cycles), (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (2 cycles)	125	ea	12	1,500	ea	$	
R.	Crepe Myrtles (Merit 2F) (2 cycles)	125	ea	6	750		$	
S.	Crepe Myrtles (Tristar) (2 cycles)	125	ea	6	750	ea	$	
7.	**Irrigation System**							
A.	Inspection & Maintenance at (2)	2	ea	36	72	ea	$	
B.	Reports (1 per month)	2	ea	36	72	ea	$	
	S.R. 429 / S.R. 451 Landscape Maintenance Total / 3 Years						$	0.00

S.R. 414 (John Land Apopka Expressway)

Turf Management Costs

	Task - Application (cycles / year)	Approximate Cycle Area / Qty		Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1.	**Mowing, Edging, Trimming, Clipping Clean Up**							
	A. Toll Plazas (40 Cycles)	136,500	sf	120	16,380,000	sf	$	
2.	**Litter Removal**							
	A. Toll Plazas (40 Cycles)	136,500	sf	120	16,380,000	sf	$	
3.	**Insect Control**							
	A. Toll Plazas Fireants (Extinguish) (12 cycles)	136,500	sf	36	4,914,000	sf	$	
4.	**Weed Control**							
	A. "No-Mow" Areas (3 cycles)							
	A.1 North Roadside Buffers	248,500	sf	9	2,236,500	sf	$	
	A.2 South Roadside Buffers	172,000	sf	9	1,548,000	sf	$	
5.	**Fertilization**							
	A. Toll Plazas (16-0-8) (1 cycles)	136,500	sf	3	409,500	sf	$	
	S.R. 414 Turf Management Total / 3 Years						$	0.00

Landscape Maintenance Costs

	Task - Application (cycles / year)	Approximate Cycle Area / Qty		Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1.	**3 Week Maintenance** (17 cycles)							
	A. Weeding, Pruning, Staking, Litter / Debris Removal	243,000	sf	51	12,393,000	sf	$	
	B. Pruning, Staking, Litter / Debris Removal - Buffers	420,500	sf	51	21,445,500	sf	$	
2.	**Pruning**							
	A. Shrubs - Annual (1 cycle)	84,000	sf	3	252,000	sf	$	
4.	**Fertilization**							
	A. Ornamental Trees & Shrubs (13-2-13) (3 cycles)	283,500	sf	9	2,551,500	sf	$	
	B. Plumbago (10-30-20) (6 cycles)	62,000	sf	6	372,000	sf	$	
3.	**Weed Control**							
	A. Pre-Emergence Herbicide to Beds / Tree Rings (Pennant, Gallery) (2 cycles)	243,000	sf	6	1,458,000	sf	$	
5.	**Mulch Application**							
	A. Pine Straw Mulch to Planting Beds & Tree Rings (1 cycle)	23,500	sy	3	70,500	sy	$	
	B. Bark Mulch to Beds / Tree Rings at Toll Plaza , Ramp Toll Booths (1 cycle)	3,500	sy	3	10,500	sy	$	
6.	**Insect/Disease Control**							
	A. Fireant Control (Extinguish) (17 cycles)	243,000	sf	51	12,393,000	sf	$	
	B. Gulf Muhly Grass (Ultra-Fine Oil)	17,500	sf	3	52,500	sf	$	
	C. All Plant Material at Main Toll	4,500	sf	6	27,000	sf	$	
	D. All Plant Material at Main Toll Plaza (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	4,500	sf	12	54,000	sf	$	
	E. All Plant Material at Main Toll Plaza (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (4 cycles)	4,500	sf	12	54,000	sf	$	
	F. All Plant Material at Main Toll Plaza (Heritage) (2 cycles)	4,500	sf	6	27,000	sf	$	
	G. All Plant Material at Main Toll Plaza and Coontie, Fire Bush, Confederate Jasmine, and Plumbago (Merit 2F) (2 cycles)	103,500	sf	6	621,000	sf	$	
	H. All Plant Material at Main Toll Plaza and Plumbago (Conserve SC) (2 cycles)	66,500	sf	6	399,000	sf	$	
	I. All Plant Material at Main Toll Plaza and Plumbago (Ardent) (1 cycle)	66,500	sf	3	199,500	sf	$	
	J. All Plant Material at Main Toll Plaza and Plumbago (Tristar & Lure) (1 cycle)	66,500	sf	3	199,500	sf	$	
	K. Confederate Jasmine (Ultra-Fine Oil) (2 cycles)	7,000	sf	6	42,000	sf	$	
	L. Confederate Jasmine (Ardent) (2 cycles)	7,000	sf	6	42,000	sf	$	
	M. Coontie (Ultra-Fine Oil) (4 cycles)	15,000	sf	12	180,000	sf	$	
	N. Junipers (Torulosa, Cedar) (Ultra-Fine Oil) (2 cycles)	47	ea	6	282	ea	$	
	O Junipers (Torulosa, Cedar) (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	47	ea	12	564	ea	$	
	P. Junipers (Torulosa, Cedar) (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (4 cycles)	47	ea	12	564	ea	$	
	Q. Junipers (Torulosa, Cedar) (Heritage) (2 cycles)	47	ea	6	282	ea	$	
	R. Fire Bush (BifenIT) (2 cycles)	15,000	sf	6	90,000	sf	$	
	S. Plumbago (Ultra-Fine Oil) (2 cycles)	62,000	sf	6	372,000	sf	$	
	T. Magnolias (Kocide 101) (2 cycles)	1	ea	6	6	ea	$	
	U. Magnolias (Ultra-Fine Oil & Cleary's 3336) (3 cycles)	1	ea	9	9	ea	$	
7.	**Irrigation System**							
	A. Inspection & Maintenance at (1) Main Toll Plaza (1 per month)	1	ea	36	36	ea	$	
	B. Report (1 per month)	1	ea	36	36	ea	$	
	S.R. 414 Landscape Maintenance Total / 3 Years						$	0.00

Repacement Plant Material Costs										
	Botanical Name		Common Name	Size	Quantity		Unit Cost		Total Cost	
1.	**Ornamental Grasses**									
	A.	Spartina bakerii	Sand Cordgrass	1 Gal., 18"- 20" Ht. Min., Full	8,000	$		$	0.00	
	B.	Tripsacum dactyloid	Fackahatchee Grass	1 Gal., 18"- 20" Ht. Min., Full	8,000	$		$	0.00	
2.	**Shrubs and Groundcovers**									
	A.	Hamelia patens 'Dwarf'	Dwarf Firebush	3 Gal., 18"- 24" x 15"-18"	8,000	$		$	0.00	
	B.	Helianthus debillis	Dune Sunflower	1 Gal., 15"x 15" Ht., Full	500	$		$	0.00	
	C.	Myrica cerifera	Wax Myrtle	3 Gal., 24" x 24", Full	5,000	$		$	0.00	
	D.	Nerium oleander 'Calypso Red'	Oleander 'Calypso Red'	3 Gal., 18"-24" x 18"-24"	3,000	$		$	0.00	
	E.	Nerium oleander 'Petite Pink'	Dwarf oleander 'Petite Pink'	3 Gal., 18"-24" x 18"-24"	2,000	$		$	0.00	
	F.	Plumbago capensis	Plumbago 'Imperial Blue'	3 Gal., 18"-24" x 18"-24", Full	15,000	$		$	0.00	
	G.	Russelis equisetiformis	Firecracker Plant	3 Gal., 24" Ht., Full	2,000	$		$	0.00	
	H.	Serenoa repens	Saw Palmetto	7 Gal., 18"-24" Sprd.	400	$		$	0.00	
	I.	Trachelospermum jasminoides	Confederate Jasmine	1 Gal., 16"-24" x 16"-24", Full	10,000	$		$	0.00	
	J.	Zamia pumila	Coontie Palm	3 Gal., 18" Ht., Full	1,000	$		$	0.00	
3.	**Trees**									
	A.	Acer rubrum	Flame Red Maple	15 Gal., 8'- 10' Ht., 1 1/2"- 2" Cal. (& Guying)	60	$		$	0.00	
	B.	Juniperus virginiana 'Silicicola'	Southern Red Cedar	30 Gal., 7'-8' Ht.	60	$		$	0.00	
	C.	Lagerstromia indica 'Tuskegee'	Tuskegee Crape Myrtle	30 Gal., 8'-10' Ht., Multi-Trunk	20	$		$	0.00	
	D.	Quercus virginiana	Live Oak	15 Gal.,8'-10' Ht. X 3'-4' Sprd.,1 1/2"- 2" Cal. (& Guying)	60	$		$	0.00	
	E.	Sabal palmetto	Cabbage Palm	12'-18' CT (& Staking)	30	$		$	0.00	
	F.	Sabal palmetto	Cabbage Palm	18'-24' CT (& Staking)	30	$		$	0.00	
	G.	Taxodium distichum	Bald Cypress	15 Gal., 6'- 8' Ht., 1 1/2"- 2" Cal. (& Guying)	60	$		$	0.00	
	H.	Ulmus alata	Winged Elm	30 Gal., 7'-8' Ht.	60	$		$	0.00	
4.	**Turf**									
	A.	Paspalum notatum	Argentine Bahia Solid Sod	Square Yard	2,500	$		$	0.00	
							Replacement Plant Material Cost Total	$	**0.00**	
							S.R. 528 Turf Management Total	$	**0.00**	
							S.R. 528 Landscape Maintenance Total	$	**0.00**	
							S.R. 429 / S.R. 451 Turf Management Total	$	**0.00**	
							S.R. 429 / S.R. 451 Landscape Maintenance Total	$	**0.00**	
							S.R. 414 Turf Management Total	$	**0.00**	
							S.R. 414 Landscape Maintenance Total	$	**0.00**	
							Replacement Plant Material Total Cost	$	**0.00**	
							Work Order / New Construction Allowance	$	**750,000.00**	
							TOTAL AMOUNT	$	**750,000.00**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO:	All Planholders of Record
FROM	Claude Miller, Director of Procurement
DATE:	September 10, 2014
SUBJECT:	S.R. 528, S.R. 429, S.R. 451, and S.R. 414 Landscape Maintenance; Contract No. 001050, - Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated August 2014, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 2 pages and the following attachment: revised Performance and Payment Bond form.

CHANGES TO THE SCOPE OF SERVICES

1. **Delete** the language in subarticle 2.18.1 in its entirety and **insert** the following new language in its place:

   "The Contractor shall furnish to the Authority, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from November 2, 2014, through November 1, 2015. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to the Authority at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in the Authority giving notice of default to the Contractor as detailed in Article 2.20 below. Such bond shall be executed on the form furnished by the Authority. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the Authority. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond."

RESPONSE TO QUESTIONS RECEIVED

2. The following questions were received from potential bidders of record. The Authority's response follows each question.

   Q001: If the current project property is not up to the required maintenance and quality standards when the new contractor take over, who is going to be responsible for this labor and material costs? Should we include a value in our bid as an alternate to replace dead material and eliminate weeds, etc.?

   R: If the Authority determines that the existing landscaping does not meet the required maintenance and quality standards when the Notice to Proceed for the project is issued, additional work to be performed by the Contractor shall be as

directed by the Authority's Landscape Architect and will be paid for from the Work Order / New Construction Allowance. No additional value should be included in the bid.

Q002: Is it acceptable to provide a 'new performance and payment bond' each year of the contract in lieu of one bond for the entire three year plus duration?

R: See Changes to the Scope of Services and revised Performance and Payment Bond form attached to this addendum.

Q003: Do you have an engineer's estimate of what the total budget for the project currently is?

R: An engineer's estimate is not available at this time.

Q004: What is the value of the combined contracts in place for this entire scope?

R: The amount of the current contract is $4,593,561.60.

END OF ADDENDUM NO. 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____, as Principal and _____

_____, a corporation,

as Surety, are bound to Central Florida Expressway Authority, herein called Authority, in the sum of

_____ ($_____), for payment of which we bind

ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____ 2014, between Principal and Authority for S.R. 528, S.R. 429, S.R. 451 and S.R. 414 Landscape Maintenance, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays Authority all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

5. Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from November 2, 2014, to November 1, 2015, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the Authority recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

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WITNESS the signature of the Principal (Contractor) and the signature of the

Surety by _____ its _____

_____

(Agent or Attorney-in-Fact, or otherwise)

with the seals of said Principal and Surety affixed this _____ day of _____ _____ in the year of 2014.

(Corporation must Affix Seal)

By _____

_____

Title

Attest: _____

Secretary

(Place Surety's Corporate Seal)

_____

Corporate Surety

By _____

Attorney-in-Fact

_____

Agent

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____
Secretary

Corporate Seal

FOR SURETY

STATE OF FLORIDA
) ss

COUNTY OF ORANGE
)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the_____

_____

and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Central Florida Expressway Authority.

Subscribed and sworn to before me this ____ day of _____, 2014, A.D.

(Attach Power of Attorney)

_____

_____
Notary Public
State of Florida-at-Large

My Commission Expires:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO:	All Planholders of Record
FROM	Claude Miller, Director of Procurement
DATE:	September 15, 2014
SUBJECT:	S.R. 528, S.R. 429, S.R. 451, and S.R. 414 Landscape Maintenance; Contract No. 001050, - Addendum No. 3

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated August 2014, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page.

CHANGES TO PREVIOUS ADDENDUM

1. In Addendum No. 2 issued September 10, 2014, under the new language for item 1, in the third line **change** "(Contract Amount/5 years)" to "(Contract Amount/3 years)".

END OF ADDENDUM NO. 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
METHOD OF COMPENSATION
S.R. 528, S.R. 429, S.R. 451, AND S.R. 414 LANDSCAPE MAINTENANCE

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detailed in the Scope of Services, the Contractor will be paid at the prices shown in the Price Proposal for all work completed and accepted by the Authority.

3.0 METHOD OF COMPENSATION

3.1 Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward a draft digital copy (via e-mail) of each monthly invoice to the Authority's Director of Construction and Maintenance for review. The draft invoice shall include a pay application spreadsheet and individual Change Proposal Requests (CPR's) for Work Order Allowance /New Construction Allowance payable tasks. Upon approval by the Director of Construction and Maintenance, the Contractor shall submit a signed final copy of the invoice, along with copies of the above noted documents to the Director of Construction and Maintenance for processing. The signed invoice submittal shall also include a Certification of Disbursement of Previous Payments and copies of all purchase tickets for materials used in the performance of the Contract during the month. The Authority shall provide the Contractor with digital files of the standard invoice and Certification of Disbursement forms.

3.2 Payment for work completed by the Contractor and accepted by the Authority under the Work Order Allowance/New Construction Allowance will be made not more than once monthly. No work paid for under the Work Order Allowance/New Construction Allowance shall be performed until written authorization is given, or forwarded via email, to the Contractor by the Director of Construction and Maintenance. Any amounts remaining in either the Work Order Allowance/New Construction Allowance upon completion and acceptance of the project remain the property of the Authority.

3.3 The method of payment for work completed by the Contractor and accepted by the Authority shall be in which the turf management and landscape maintenance Contract price totals (listed in the Bid Form) are divided into thirty-six (36) equal payments and paid monthly.

3.4 The Bid Form reflects the cost of individual maintenance tasks specified in the Contract and shall be used as a basis for payment deducts and additions.

3.5 The compensation for the two optional renewal periods will be determined by using the CPI-All Urban Consumers, Not Seasonally Adjusted, South Urban Area, All Items Database. The price increase or decrease for the first renewal period will be determined by the aforementioned CPI percentage between the 16th and 28th month of the Contract term and the second renewal period will be determined between the 28th and 40th month of the Contract term.

3.6 Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

3.7 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or it's designated representative. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract or a work order is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Construction and Maintenance, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.

3.8 If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by the Authority, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by the Authority from any invoice or monthly billing period until such time as the Work is determined to be acceptable.

4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Contractor.

END OF SECTION

CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

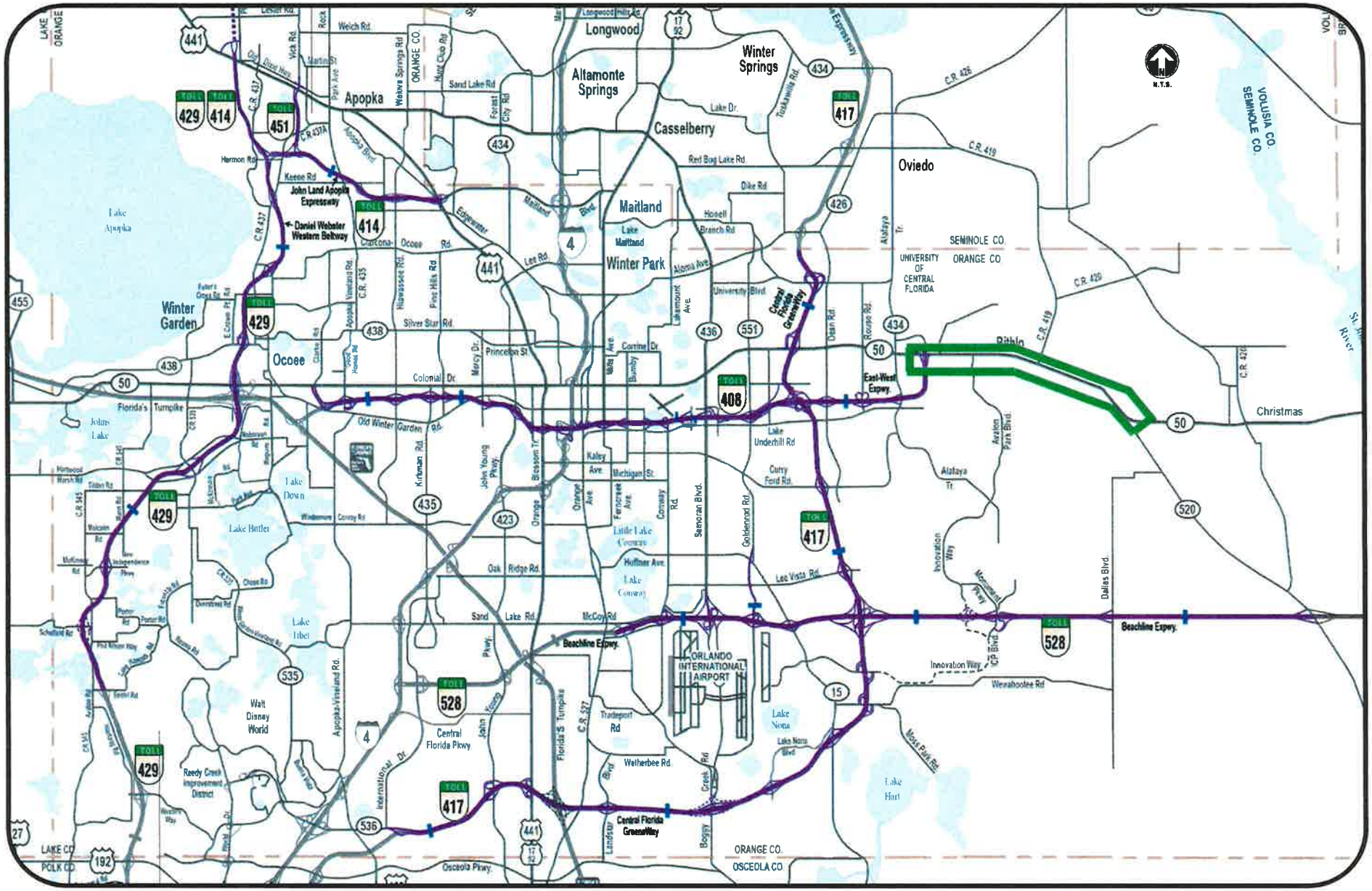
RE: Authorization to Advertise for
Letters of Interest for Professional Engineering Consultant Services
S.R. 408 Eastern Extension Project Development and Environmental Study
Contract No. 001064

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide professional engineering consultant services to perform the Project Development and Environment (PD&E) study for the S.R. 408 Eastern Extension. The limits of the study will extend along the S.R. 50 corridor approximately 7.5 miles from the current eastern terminus of S.R. 408 at S.R. 50 to the intersection of S.R. 50 and S.R. 520. The entire study area is located within Orange County.

The services will be provided in accordance with the most recent version of the FDOT PD&E Manual and will include consideration of all transportation, social, economic, and environmental effects; preparation of the required environmental documents, engineering reports and preliminary plans; and providing the necessary public involvement services including a public hearing required for the preparation of a State Environmental Impact Report (SEIR).

Selection of a consultant will be in accordance with the approved Procurement Policy and Procedures. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering
Contract File


Longwood
Altamonte Springs
Winter Springs
Apopka
Casselberry
Oviedo
Maitland
Winter Park
Winter Garden
Ocoee
Christmas
Lake Apopka
Lake Down
Lake Butler
Lake Tibet
Lake Conway
Lake Underhill Rd
Lake Nona
Lake Hart
Florida's Turnpike
John Land Apopka Expressway
Daniel Webster Western Beltway
Central Florida GreeneWay
East-West Expwy.
Beachline Expwy.
ORLANDO INTERNATIONAL AIRPORT
Walt Disney World
Reedy Creek Improvement District
Central Florida Pkwy
Osceola Pkwy.
SEMINOLE CO.
ORANGE CO.
OSCEOLA CO.
LAKE CO.
POLK CO.
VOLUSIA CO.
UNIVERSITY OF CENTRAL FLORIDA
Colonial Dr.
Sand Lake Rd.
Lee Vista Rd.
Innovation Way
Weewahootee Rd
Dallas Blvd.
Curry Ford Rd.
Goldenrod Rd.
Conway Rd.
Semoran Blvd.
Orange Blvd.
John Young Pkwy.
Kirkman Rd.
Old Winter Garden Rd.
Silver Star Rd.
Ocoee-Apopka Rd.
Hiawassee Rd.
Pine Hills Rd.
Maitland Blvd.
Lake Dr.
Red Bug Lake Rd.
Dike Rd.
Howell Branch Rd.
Aloma Ave.
Lee Rd.
Forest City Rd.
Sand Lake Rd.
Welch Rd.
Keene Rd.
Harmon Rd.
Tradeport Rd
Wetherbee Rd.
Boggy Creek Rd.
Florida's Turnpike
Apopka-Vineland Rd.
International Dr.
Lake Nona Blvd.
Moss Park Rd.
Innovation Way
Alafaya Tr.
Rouse Rd.
Orlando Blvd.
Princeton St.
Corrine Dr.
Michigan St.
Kaley Ave.
Hoffner Ave.
Tennessee Ave.
Oak Ridge Rd.
McCoy Rd.
Porter Rd.
Chase Rd.
Schofield Rd.
Vineland Rd.
Park Ave.
Orange Dr.
Clarke Rd.
Mercy Dr.
Lakemont Ave.
University Blvd.
Alafaya Trl.
Aviation Park Blvd.
Lake Ave.
Bumby Ave.
Orange Ave.
Blossom Tr.
Maitland Blvd.
Edgewater
Hunt Club Blvd.
Wekiva Springs Rd.
Park Ave.
Rock
Vick Rd.
Old Dixie Hwy.
Lake Apopka
Lake Maitland
Lake Conway
Little Lake Conway
Lake Hart
Lake Nona
Lake Down
Lake Butler
Lake Tibet
Julius Lake
Northwood Marsh Rd
Tilden Rd
Winderemere
Conway Rd
Porter Rd
Chase Rd
Downtown Rd
Schofield Rd
Pine Hills Rd
Hiawassee Rd
Vineland Rd
Apopka Blvd
Clarke Rd
Fuller's Crest Dr
E Citrus Pl
Rd
Rock
Vick Rd
Old Dixie Hwy
Park Ave
Welch Rd
Harmon Rd
Keene Rd
Sand Lake Rd
Forest City Rd
Hunt Club Blvd
Wekiva Springs Rd
Longwood Hills Rd
Lake Dr.
Red Bug Lake Rd
Dike Rd
Howell Branch Rd
Aloma Ave
Lee Rd
Maitland Blvd
Edgewater
Alafaya Tr.
Rouse Rd
Orlando Blvd
Princeton St
Corrine Dr
Michigan St
Kaley Ave
Hoffner Ave
Tennessee Ave
Oak Ridge Rd
McCoy Rd
Porter Rd
Chase Rd
Schofield Rd
Vineland Rd
Park Ave
Orange Dr
Clarke Rd
Mercy Dr
Lakemont Ave
University Blvd
Alafaya Trl
Aviation Park Blvd
Lake Ave
Bumby Ave
Orange Ave
Blossom Tr
Maitland Blvd
Edgewater
Hunt Club Blvd
Wekiva Springs Rd
Longwood Hills Rd
Lake Dr
Red Bug Lake Rd
Dike Rd
Howell Branch Rd
Aloma Ave
Lee Rd
Forest City Rd
Sand Lake Rd
Welch Rd
Keene Rd
Harmon Rd
Tradeport Rd
Wetherbee Rd
Boggy Creek Rd
Florida's Turnpike
Apopka-Vineland Rd
International Dr
Lake Nona Blvd
Moss Park Rd
Innovation Way
Alafaya Tr

CONSENT AGENDA ITEM

#7

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

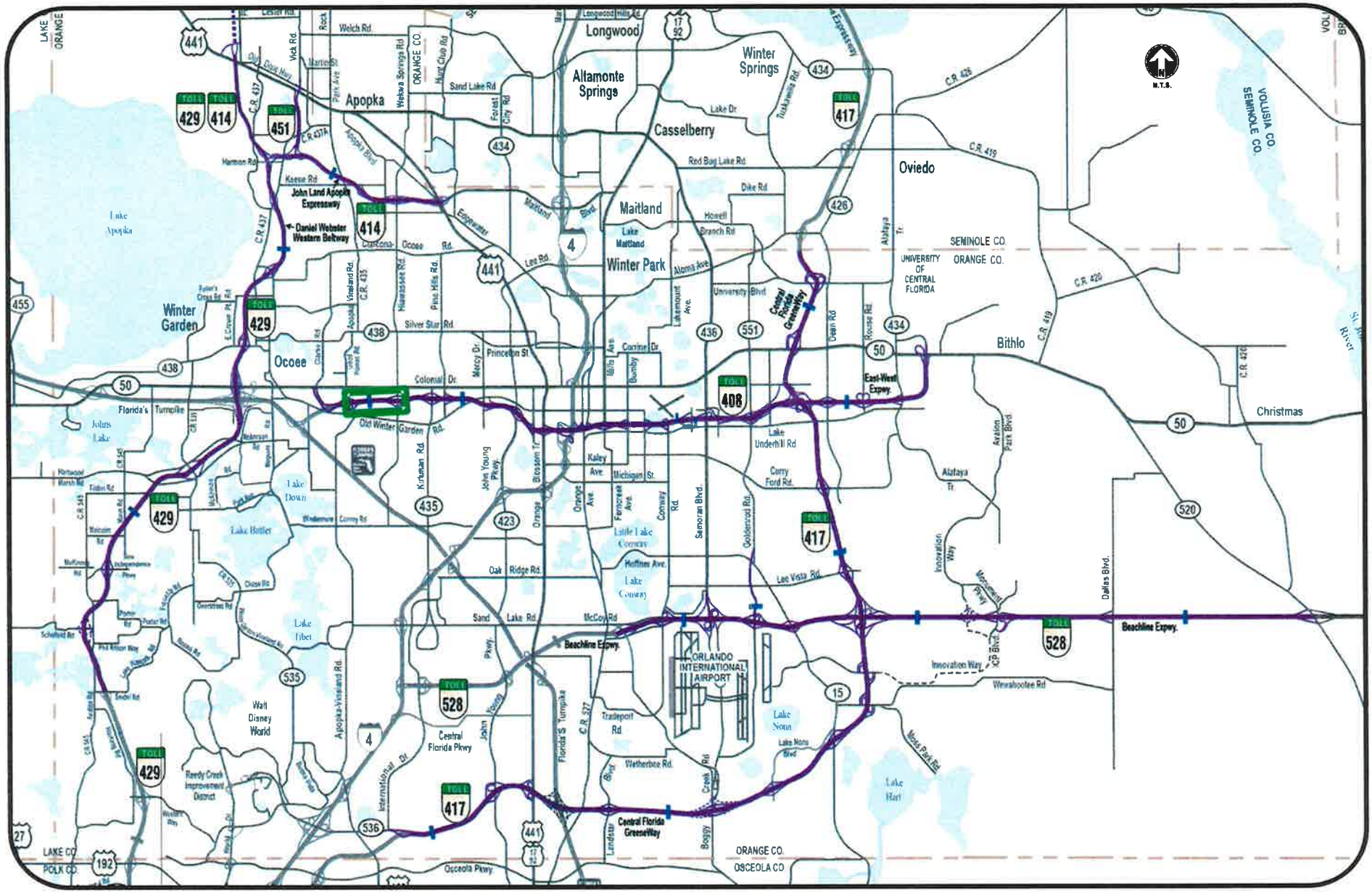
RE: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 408 Widening from Good Homes Road to Hiawassee Road
Contract No. 001065

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 408 from Good Homes Road to Hiawassee Road. The services will include design and preparation of plans and specifications for construction bids.

Selection of a consultant will be in accordance with the approved Procurement Policy and Procedures. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

This project is in the approved Five Year Work Plan.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering
Contract File


Longwood
Altamonte Springs
Winter Springs
Casselberry
Apopka
Oviedo
Maitland
Winter Park
Winter Garden
Ocoee
Bithlo
Christmas
Lake Apopka
Lake Down
Lake Butler
Lake Tibet
Lake Conway
Lake Nona
Lake Hart
Walt Disney World
Reedy Creek Improvement District
ORLANDO INTERNATIONAL AIRPORT
UNIVERSITY OF CENTRAL FLORIDA
SEMINOLE CO.
ORANGE CO.
OSCEOLA CO.
LAKE CO.
POLK CO.
VOLUSIA CO.
John Land Apopka Expressway
Daniel Webster Western Beltway
Central Florida GreeneWay
East-West Expwy.
Beachline Expwy.
Central Florida Pkwy
Florida's Turnpike
Osceola Pkwy
Colonial Dr.
Old Winter Garden Rd.
Lee Vista Blvd.
Innovation Way
Wewahootee Rd
Dallas Blvd.
Aloma Ave.
Semoran Blvd.
Orange Blossom Trail
John Young Pkwy
Kirkman Rd.
Conway Rd.
Goldenrod Rd.
Tradeport Rd
Wetherbee Rd.
Boggy Creek Rd
Narcoossee Rd
Hiawassee Rd
Pine Hills Rd.
Silver Star Rd
Sand Lake Rd
McCoy Rd
Oak Ridge Rd.
Lake Underhill Rd
Curry Ford Rd.
Alafaya Tr.
Aviation Park Blvd
Innovation Way
Moss Park Rd
Red Bug Lake Rd
Dike Rd
Howell Branch Rd
Lake Dr
Forest City Rd
Welch Rd
Keene Rd
Harmon Rd
Ocoee Apopka Rd
Park Ave
Clay Clove Way
Rock Rd
Welaka Springs Rd
Hunt Club Rd
Tuskawilla Rd
Lake Maitland
Princeton St
Corrine Dr
Michigan St
Kaley Ave
Ferncreek Ave
Lakemont Ave
University Blvd
Mercy Dr
Orange Ave
Mills Ave
Bumby
House Rd
Ocoee Rd
Vineland Rd
Clarke Rd
Fullers Cross Rd
Tilden Rd
Maguire Rd
Porter Rd
Schofield Rd
Phil Kitson Way
Chase Rd
Greentree Rd
Sadler Rd
Avalon Park Blvd
Meadow Woods Dr
Mercantile Pkwy
Lake Nona Blvd
Landstar Blvd
Tavistock Lakes Blvd
Hoffner Ave
Michigan St
Kaley Ave
Ferncreek Ave
Lake Conway
Little Lake Conway
Lake Underhill Rd
Curry Ford Rd
Alafaya Tr
Aviation Park Blvd
Innovation Way
Dallas Blvd
Wewahootee Rd
Lake Nona Blvd
Moss Park Rd
Tavistock Lakes Blvd
Landstar Blvd
Boggy Creek Rd
Tradeport Rd
Wetherbee Rd
Central Florida Pkwy
Florida's Turnpike
Apopka-Vineland Rd
Reedy Creek Improvement District
Walt Disney World
Lake Butler
Lake Tibet
Lake Down
Lake Apopka
Lake Hart
Lake Nona

CONSENT AGENDA ITEM

#8

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

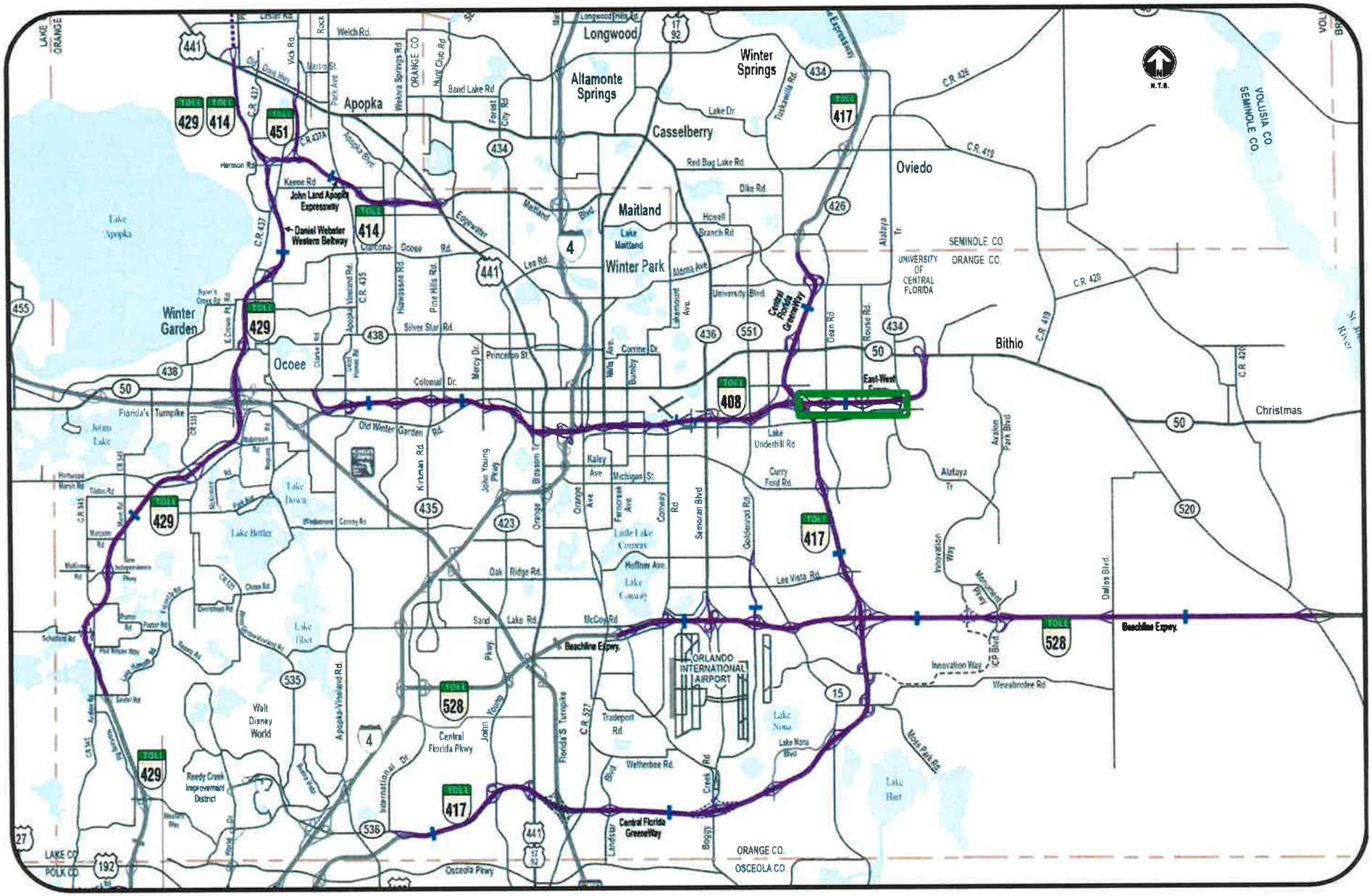
RE: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 408 Widening from S.R. 417 to Alafaya Trail
Contract No. 001066

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 408 from S.R. 417 to Alafaya Trail. The services will include design and preparation of plans and specifications for construction bids.

Selection of a consultant will be in accordance with the approved Procurement Policy and Procedures. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

This project is in the approved Five Year Work Plan.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering
Contract File



SR 408 Widening from SR 417 to Alafaya Trail

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

RE: Authorization to Advertise for
Request for Proposals for Issuer's Counsel
Contract No. 001046

Board authorization is requested to advertise for Request for Proposals from qualified law firms to serve as the Authority's Issuer's Counsel. The current contract with Shutts & Bowen, LLP, for these services expires on December 31, 2014, and cannot be renewed.

Services to be provided under the new contract will include rendering appropriate opinions as to the adequacy and completeness of information included in the offering documents relating to Authority financings and assisting the Authority in ensuring compliance with Federal and State regulatory agencies' laws and regulations in the course of its financing transactions, and other associated tasks as may be necessary.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joe Passiatore, General Counsel
Lisa Lumbard, Interim Chief Financial Officer

CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

RE: Authorization to Advertise for
Request for Proposals for Disclosure Counsel and Co-Disclosure Counsel
Contract No. 001057

Board authorization is requested to advertise for Request for Proposals from qualified law firms to serve as the Authority's Disclosure Counsel and Co-Disclosure Counsel. The current contract with Greenberg Traurig P.A., for these services expires on December 31, 2014, and cannot be renewed.

Services to be provided include the issuance of revenue bonds and other debt instruments, including but not limited to commercial paper or interim financings, which may be required from time to time to finance additions and improvements to the Authority's System and to refund outstanding indebtedness.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joe Passiatore, General Counsel
Lisa Lumbard, Interim Chief Financial Officer

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: October 9, 2014

RE: Disposal of Inventory

Staff requests authorization to donate two surplus AlphaServer 800s to Osceola County. Donation to a governmental unit is one of the approved methods for disposition of tangible personal property that is obsolete, damaged, surplus, or of no use to the CFX according to the Fixed Asset Policy adopted by the Board of Directors on April 2, 2012.

Actual/Est Acquire Date	Item	Cost/Est Cost per each	Quantity	Total Cost/Est Cost	Asset Tag Number
1998/1999	AlphaServer 800	$5,232.00	2	$10,464.00	NA

MEMORANDUM

TO: Lisa Lumbard, Interim Chief Financial Officer

FROM: Joann Chizlett, Director of IT

DATE: September 4, 2014

RE: **Providing Two (2) Used/No Longer Needed AlphaServer 800s to Osceola County**

This memo is requesting permission to give Osceola County two (2) surplus AlphaServer 800s for use in their current plaza toll system configuration. The AlphaServer 800s as they are configured have a combined current market value of approximately $1,998 according to the attached pricing analysis taken from http://www.varx.com/, a seller of used AlphaServer equipment. The machines offered by VARx are refurbished units since these machines can no longer be purchased new. Since we are not going to be refurbishing the Alphaservers prior to turning them over to Osceola, the value of the systems they will receive would be valued at least 50% less ($999 total for 2).

The AlphaServer 800 machines were originally purchased in the 1998/1999 timeframe at a cost of $5,232 each. These AlphaServers were used at each of our mainline plazas to host the TransCore ARCS toll collection system functions for the plaza. In 2008, these machines were replaced with newer, Itanium based machines, which were configured to run with the new OOCEA TRIMS application. At that time, Osceola County stayed on the AlphaServer 800 plaza platform, continuing to use the ARCS plaza user interface. These 2 AlphaServers 800 machines were repurposed as FTP servers once they were removed from use at the plazas. We have recently replaced these servers with newer FTP servers since we were beginning to experience issues with bad drives on one of the systems. Since the FTP function is critical for interoperability with our Florida partners, we felt it was best to replace them.

I request permission to provide (2) two AlphaServer 800 machines to Osceola County at no cost for use in their plaza toll collection system. Thank you.

cc: Laura Kelley
Claude Miller
Joann Chizlett

O.K. Lisa Lumbard 9/12/14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: September 23, 2014

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
2010	Portable Remote-enters message on portable DMS sign	$ 1,000.00	3	$ 3,000.00
2010	32 Port Digi-converts media from one device to another	$ 1,000.00	2	$ 2,000.00
2010	Portable CPU-computer that connects to portable remote	$ 1,000.00	5	$ 5,000.00
2010	3M Pixel Boards-displays letters/message on portable DMS	$ 1,000.00	10	$ 10,000.00
2010	Portable Pump-raises and lowers portable DMS	$ 1,000.00	1	$ 1,000.00
2010	Sirit Reader-reads transponders for travel times	$ 1,200.00	18	$ 21,600.00
2010	3 Line Pixel Board-inside DMS on highway	$ 1,400.00	2	$ 2,800.00
2010	Solar Panel Medium-powers the portable DMS	$ 1,500.00	4	$ 6,000.00
2010	Solar Panel Large-powers the Sirit Readers	$ 2,000.00	12	$ 24,000.00
2010	V Brick-converts traffic flow video so it can be sent to TV networks or computers	$ 3,000.00	6	$ 18,000.00

CONSENT AGENDA ITEM

#12

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

RE: Renewal of Contract No. 000427 with
Winderweedle, Haines, Ward & Woodman, P.A., for
Right of Way Counsel Services

Board approval is requested for the third renewal of the referenced contract with Winderweedle, Haines, Ward & Woodman, P.A., for a one year period, beginning November 2, 2014, and ending on November 1, 2015, in the not-to-exceed amount of $1,000,000.00. The terms and conditions of this renewal, including hourly rates, will remain unchanged from the original contract executed in 2007.

Original Amount (5-year Term)	$2,750,000.00
First Renewal (1 year)	$1,000,000.00
Second Renewal (1 year) and Fee Increase	$1,750,000.00
This Renewal	$1,000,000.00

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joe Passiatore, General Counsel
Contract File

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000427

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9th day of October, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Winderweedle, Haines, Ward & Woodman, P.A., hereinafter called the "Legal Consultant".

WITNESSETH

WHEREAS, the Authority and the Legal Consultant entered into a Contract Agreement (the "Original Agreement") dated August 7, 2007, whereby the Authority retained the Legal Consultant to provide Right of Way Counsel Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Legal Consultant agree to a third renewal of said Original Agreement beginning the 2nd day of November, 2014, and ending the 1st day of November, 2015, for the not-to-exceed amount of $1,000,000.00, which amount restates the amount of the Original Agreement.

Legal Consultant states that upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal Agreement ending November 1, 2014, the Legal Consultant shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending November 1, 2014.

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

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

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

BY:_____
Authorized Signature

Title:_____

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

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No: 000427

This Supplemental Agreement No. 1 entered into this 5th day of March, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A., (the "Legal Consultant"), the same being supplementary to the Agreement between the aforesaid, dated August 8, 2007, for right of way counsel services, (the Contract").

1. The Authority wishes to delete the language in the Agreement under Article II, Term, in its entirety and insert the following new language in its place:

   "The initial term of this Contract shall be for a period of five (5) years from the date of execution by the Authority. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the Authority. Renewals will be based, in part, on a determination by the Authority that the value and level of service provided by the Legal Counsel are satisfactory and adequate for the Authority's needs. If a renewal option is exercised, the Authority will provide the Legal Counsel with written notice of its intent at least 60 days prior to the expiration of the initial five-year Contract term."

2. The Legal Counsel hereby agrees to the amendment to the Contract at no increase in the Contract amount.

3. The Authority and Legal Counsel agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 1 is necessary to provide renewal options for the Contract.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No.: 000427

Amount of Changes to this document: $0.00

This Supplemental Agreement No.1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 3/5/12

Approved as to Form and Execution:

Dyana L. Petro
Asst. General Counsel

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

By: J.E. CHEEK, III

Title: President

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000427

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 3rd day of April, 2012, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Winderweedle, Haines, Ward & Woodman, P.A., hereinafter called the "Legal Consultant".

WITNESSETH

WHEREAS, the Authority and the Legal Consultant entered into a Contract Agreement (the "Original Agreement") dated August 7, 2007, whereby the Authority retained the Legal Consultant to provide Right of Way Counsel Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Legal Consultant agree to a first renewal of said Original Agreement beginning the 8th day of August, 2012, and ending the 7th day of August, 2013, for the not-to-exceed amount of $1,000,000.00, which amount restates the amount of the Original Agreement.

Legal Consultant states that upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending August 7, 2012, the Legal Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending August 7, 2012.

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.

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

BY: _____
Authorized Signature

Title: PRESIDENT

ATTEST: Michelle Redding (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

MICHELLE REDDING
Notary Public, State of Florida
My comm. expires Oct 07, 2012
No. DD829146
Bonded thru Ashton Agency, Inc. (800)451-4854

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

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

RECEIVED
CONTRACTS DEPT
4/10/12
SIGNATURE / DATE

3309

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000427

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 24th day of July, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Winderweedle, Haines, Ward & Woodman, P.A., hereinafter called the "Legal Consultant".

WITNESSETH

WHEREAS, the Authority and the Legal Consultant entered into a Contract Agreement (the "Original Agreement") dated August 7, 2007, whereby the Authority retained the Legal Consultant to provide Right of Way Counsel Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Legal Consultant agree to a second renewal of said Original Agreement beginning the 8th day of August, 2013, and ending the 7th day of August, 2014, for the not-to-exceed amount of $1,000,000.00, which amount restates the amount of the Original Agreement.

Legal Consultant states that upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending August 7, 2013, the Legal Consultant 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 August 7, 2013.

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

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

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

BY: _____
Authorized Signature

Title: PRESIDENT / CEO

ATTEST: Michelle Redding
Secretary or Notary

MICHELLE REDDING
MY COMMISSION # EE 829281
EXPIRES: October 7, 2016
Bonded Thru Notary Public Underwriters

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: _____
for Director of Procurement

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

RECEIVED
CONTRACTS DEPT
8/15/13
SIGNATURE / DATE

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

April 23, 2014

Mr. J.E. Cheek
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

Re: Right of Way Counsel Services
Contract No. 000427

Dear Mr. Cheek:

This letter will serve as an amendment to the Contract. The amount of the Contract is increased by $750,000.00 to the new total of $1,750,000.00 as approved by our Board on April 23, 2014. All provisions of the Contract and any supplements thereto, not modified by this amendment, shall remain in full force and effect.

Please acknowledge your acceptance of this amendment by returning this letter with original signature below. If you have any questions with regard to this matter you can contact me at 407-690-5371.

Sincerely,

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File

Accepted by: Winderweedle, Haines, Ward & Woodman, P.A.

, president
Signature

24 April 2014.
Date

WALTER A. KETCHAM, JR. *Chairman*
R. SCOTT BATTERSON, P.E. *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
MARCO PEÑA *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 31, 2014

Mr. J.E. Cheek
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

Re: Right of Way Counsel Services
Contract No. 000427

Dear Mr. Cheek:

This letter will serve as an extension of the term of the referenced contract to November 1, 2014, with no increase in the contract amount. All terms and conditions of the referenced contract and any additions or amendments thereto remain in effect.

If you have any questions with regard to this matter you can contact me at 407-690-5371.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File

ORLANDO- ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT #000427 for "Right of Way Counsel"

THIS AGREEMENT by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY a public corporation of the State of Florida (hereinafter referred to as the Authority) and Winderweedle, Haines, Ward & Woodman, P.A. (hereinafter referred to as the Legal Consultant)

WITNESSETH

WHEREAS in response to the Authority s request for proposals for legal services the Legal Consultant presented a proposal to provide such services and was selected by the Authority for this purpose and

WHEREAS the Authority wishes to enter into an agreement (the Agreement) with the Legal Consultant for employment in connection with legal representation

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth the parties agree as set forth below

ARTICLE I
SCOPE OF WORK

The Legal Consultant agrees to provide legal services to and on behalf of the Authority on right of way matters specifically requested by the Authority from time to time and with respect to those condemnation matters assigned to it by the Authority

Evidence that such an assignment has been made will be by written notice acknowledgment or letter to the Legal Consultant from the Executive Director or his designee

ARTICLE II
TERM

The Legal Consultant shall serve at the pleasure of the Authority for a maximum term of five (5) years

ARTICLE III
EFFECTIVE DATE

This Agreement shall be deemed effective as of the date of its execution by the Authority

ARTICLE IV
COMPENSATION

Compensation shall be paid to the Legal Consultant in accordance with the rates and conditions set forth on Exhibit A

ARTICLE V
METHOD OF PAYMENT

A All amounts paid by the Authority to the Legal Consultant shall be subject to audit by the Authority All charges incurred under this Agreement shall be due and payable only after services have been rendered or expenses incurred, and invoices submitted

B Payment shall be made on a monthly basis by the Authority to

Legal Consultant. Winderweedle, Haines, Ward & Woodman, P A

Address 329 Park Avenue North
Second Floor

Winter Park FL 32789

ARTICLE VI
TERMINATION

A The occurrence of an Event of Default as set forth herein will give rise to a right of termination by the non defaulting party Termination shall be upon ten (10) days' written notice to the Defaulting Party after the expiration of the cure period herein provided In the case of such a notice to the Legal Consultant no new work will be undertaken after the date of receipt of such notice

B The Authority may terminate this Agreement for the Authority's convenience and without cause at any time by giving the Legal Consultant thirty (30) days' written notice of such termination

C Promptly upon the receipt of written notice from the Authority that this Agreement is terminated the Legal Consultant shall submit an invoice to the Authority for the out-of-pocket expenses actually incurred and not reimbursed prior to the date of termination together with a final invoice for its services rendered prior to the termination of the Agreement In such circumstances, the Legal Consultant s obligations to the Authority

as provided for hereunder shall cease except for participating in an orderly and professional transfer of such responsibilities to the Authority or its designee

ARTICLE VII
INDEPENDENT CONTRACTOR

The Legal Consultant is, and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of the Legal Consultant by the terms of this Agreement The Legal Consultant shall be liable for any of its acts, and of the acts of its agents or employees and nothing contained herein shall be construed as creating the relationship of employer and employee nor principal and agent between the Authority and the Legal Consultant

ARTICLE VIII
INSURANCE

A The Legal Consultant will maintain in force during the full term(s) of this Agreement insurance in the following amounts and coverage

Professional Liability Insurance with limits of not less than Five Million Dollars

($5 000 000 00) each single occurrence, Five Million Dollars ($5 000 000 00) aggregate

B A certificate of insurance evidencing the required coverage shall be furnished to the Authority before commencing any services under this Agreement with a complete copy of the policy being made available upon the Authority's request The Authority accepts London Syndication and Illinois Insurance Exchange as an approved insurance carrier and has approved the Legal Consultant's policy with London Syndication and Illinois Insurance Exchange

ARTICLE IX
MODIFICATION

The Authority and the Legal Consultant reserve the right to amend this Agreement in writing at any time by mutual consent

ARTICLE X
SUBCONTRACTING

The Legal Consultant is prohibited from subcontracting this Agreement or the services required hereunder unless such subcontracting is agreed to in writing by the Authority Neither party to this Agreement shall contract on behalf of or in the name of the other party

ARTICLE XI
DEFAULT

The failure or refusal of either party to perform or do any act herein required of that party after thirty (30) days written notice from the non-defaulting party shall constitute a default (Event of Default') In the event of any default in addition to any other remedy available to the non-defaulting party this Agreement may be terminated by the non-defaulting party pursuant to the terms of Article VI hereof Such termination shall not waive or replace any other legal or equitable remedies available to the non-defaulting party

ARTICLE XII
CONFLICT OF INTEREST

The Legal Consultant states that it is familiar with the terms and conditions of

A Chapter 112, Part III Florida Statutes (Code of Ethics)

B Chapter 348, Part VI Florida Statutes and certifies that it does not know of any facts which would cause the Legal Consultant to be in violation of said sections

ARTICLE XIII
SEVERABILITY

If any term or provision of this Agreement shall be found to be unenforceable, then notwithstanding this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken

ARTICLE XIV
VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be construed according to the laws of the State of Florida and the appropriate venue for any actions arising out of this Agreement will be the Circuit Court of Orange County, Florida To encourage prompt and equitable resolution of any litigation that may arise hereunder the parties hereby waive any rights that either party may have to a trial by jury of any such litigation

ARTICLE XV
INDEMNIFICATION

The Legal Consultant shall indemnify and hold the Authority and its officers agents and employees harmless from any and all losses claims demands costs and expenses suffered by the Authority arising out of and resulting from the Legal Consultant s failure to provide reasonable and professional care and skill in the rendering of the services to the Authority required by this Agreement

ARTICLE XVI
PUBLIC RECORDS LAW, ETC

The Legal Consultant has been advised that the Authority and all of its activities are subject to the Public Records Law (Chapter 119 F S) and the Sunshine Law (Section 286 011 F S) and it will observe and comply with the requirements of said laws in performing the services required hereunder The Legal Consultant agrees that it will comply with all Authority policies and procedures in observing the requirements of said laws

ARTICLE XVII
NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows

Authority	Orlando Orange County Expressway Authority
	525 South Magnolia Avenue
	Orlando Florida 32801
	Attention Executive Director
Legal Consultant	Winderweedle, Haines, Ward & Woodman, P A
	Attention James E Cheek, III
	329 Park Avenue North Second Floor
	Winter Park FL 32789

ARTICLE XVIII
WAIVER

The omission by either party at any time to enforce any default or right reserved to it or to require performance of any of the terms covenants or provisions hereof by the other party at the time designated shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter

ARTICLE XIX

ASSIGNMENT

It is understood and agreed that the services to be performed by the Legal Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Legal Consultant without the prior written consent of the Authority

ARTICLE XX

ENTIRE AGREEMENT

All of the Agreement between the parties is included herein and no warranties express or implied representations promises or statements have been made by either party unless made in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement

IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below

Signed, sealed and delivered
In the presence of

Darlene Mozzillo

Arlene Gibson-Wiggins

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By _____

Date 8/8/07

Approved as to form

Joseph J Passiatore

OOCEA General Counsel

LEGAL CONSULTANT

Winderweedle Haines, Ward & Woodman P A

By _____
James E Cheek, III, President

_____ Date 26 July 2007.

ATTACHMENT A
COST PROPOSAL FORM

For professional services rendered, the Legal Consultant's fee shall be based on the hourly rates shown on the fee schedule set forth below

The Authority shall reimburse the Legal Consultant for expenses reasonably incurred in the course of rendering such legal services including but not limited to costs

of long distance telephone calls, facsimile charges, express delivery charges printing, costs of reproduction of documents, secretarial overtime computer time and necessary travel expenses (travel expenses shall be incurred in accordance with the requirements of Chapter 112, F S) The Legal Consultant shall submit invoices on a monthly basis for the payment of legal fees and out-of pocket expenses

Fee Structure

Senior Partners	$250 per hour
Junior Partners	$225 per hour
Senior Associates	$200 per hour
Associates	$175 per hour
Junior Associates	$150 per hour
Paralegals	~~$125~~ $95 per hour

Westport Insurance Corporation

CUSTOMIZED PRACTICE COVERAGE®
DECLARATIONS

Policy Number WLW308004143202
Renewal of Policy WLW308004143201

NOTICE This is a Claims Made and Reported POLICY Except as may be otherwise provided herein, this coverage is limited to liability for only those CLAIMS which are first made against the NAMED INSURED and reported to the Company while the POLICY is in force

A Named Insured WINDERWEEDLE HAINES WARD & WOODMAN P A

B Address 329 PARK AVENUE NORTH
2ND FLOOR
WINTER PARK FL 32789

C Policy Period From 12 01 A M 05-01-2007 To 12 01 A M 05-01-2008
Local time at the address stated herein

D Policy Aggregate Limit of Liability **for all coverage units** $ 5 000 000

E Coverage

Coverage Unit	Coverage Unit Per Claim Limit of Liability	Coverage Unit Aggregate Limit of Liability	Deductible	Retroactive Date
Lawyers Professional Liability	$ 5 000 000	$ 5 000 000	$ 25 000	None
Title Insurance Agent Liability	$ 5 000 000	$ 5 000 000	$ 25 000	None

Claims Expenses are included within the Limit of Liability and Deductible

F Total Premium
Florida Hurricane Surcharge
Total Premium + Surcharge

Date 04-24 07

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CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

RE: Pinel & Carpenter, Inc., for Appraisal Services
Contract No. 000986

On February 25, 2013, Contract No. 000986 was executed with Pinel & Carpenter, Inc. (Pinel), in the not-to-exceed amount of $50,000.00 to provide appraisal services to the Authority regarding parcels 197/897, the Kelly Park Road Interchange, which is part of the Wekiva Parkway project. The hiring of Pinel was an exempt procurement for appraisal services as allowed by the Procurement Policy.

On October 23, 2013, the Board approved Addendum No. 1 which added three additional Project Orlando, LLC owned parcels to the scope of services for appraisal and increased the Contract amount to $95,000.00. The parcels (230, 257 and 267) are also in the Wekiva Parkway project.

On March 17, 2014, the Board approved Addendum No. 2 which increased the Contract amount to $145,000.00 to provide additional funds which staff anticipated would be sufficient to complete the appraisal services for the three parcels added under Addendum No. 1. The appraisals are now completed; however, the property owner is contesting the order of taking for parcels 257 and 267 which will require the appraiser to testify at the court hearing in January 2015. In addition, continued appraisal services, deposition appearance and court testimony will be necessary as the parties proceed with the valuation trial for Parcels 197/897, 230, 257 and 267.

Staff is requesting Board approval of Addendum No. 3 which will increase the Contract amount to $195,000.00 and extend the term of the Contract for one year to February 23, 2016.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Administration and Finance
Joe Passiatore, General Counsel
Contract File

K #000986

DOCER 13-0007 AGR 145

AGREEMENT FOR APPRAISAL SERVICES FOR PARCEL 197 LOCATED IN WEKIVA PARKWAY PROJECT 429-203

THIS AGREEMENT is effective this 25th day of February, 2013, by and between the Orlando-Orange County Expressway Authority ("Client"), whose business address is 4974 ORL Tower Road, Orlando, Florida 32807 and Pinel & Carpenter, Inc., ("Appraiser"), whose business address is 824 Highland Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, the Client's outside legal counsel, Lowndes, Drosdick, Doster, Kantor & Reed ("LDDKR"), in its capacity as outside legal counsel to the Orlando-Orange County Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

WHEREAS, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

WHEREAS, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement and Appraiser is one of the short listed appraisal firms eligible to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Appraisal Services

Phase I

The Appraiser agrees to perform a limited review of Integra Realty Resources – Orlando appraisal for Parcel 197 on the Wekiva Parkway Project #429-203 as it relates to sales. It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser, Walter N. Carpenter, and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Appraiser of Record leaves the Appraiser's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a

different individual as the Appraiser of Record. If the Agreement is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser shall commence work on the limited review of appraisal report(s) immediately upon receipt of the appraisal for Parcel 197 performed by Integra Realty Resources-Orlando. Appraiser shall perform the work in the most expeditious manner and shall complete the limited review of appraisal report(s) within the timeframe established by LDDKR. Upon the request from LDDKR, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser.

The Appraiser shall consult with the LDDKR regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the reports or appraisals to be furnished under this Agreement.

Phase II

If directed by LDDKR, and subsequent to receipt of the Phase I summary of sales, Appraiser shall perform a complete appraisal for Parcel 197. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

1.2 Litigation Support Services

If requested by LDDKR, the Appraiser of Record shall personally testify under oath as an expert witness on behalf of the Orlando-Orange County Expressway Authority in any judicial proceeding involving any property appraised under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A, and shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with LDDKR, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.3 Subconsultants

The Appraiser shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as subconsultants in connection with the Appraiser's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Appraiser agrees to terminate promptly the services of any subconsultant and to replace promptly each such terminated subconsultant with a qualified firm or individual approved by the Client.

LDDKR shall have no liability or obligation to the subconsultants hereunder. The Orlando-Orange County Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subconsultants, to pay a specific amount directly to a subconsultant. In such event, the Appraiser agrees any such payments shall be treated as a direct payment to the Appraiser's account. Subconsultant fees shall be invoiced at cost with no additional markup applied by the Appraiser.

1.4 Appraiser's Standards of Performance

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by LDDKR. The Appraiser has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.5 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.6 Non-Exclusive Rights

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

1.7 Appraiser's Compliance with Laws and Regulations

The Appraiser and its employees and subconsultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Appraiser shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Appraiser to render its services hereunder.

1.8 Appraiser is not Client's Agent

The Appraiser is not authorized to act as LDDKR's agent and shall have no authority, expressed or implied, to act for or bind LDDKR. The Appraiser is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser will be paid in accordance with the compensation schedule set forth in the attached Exhibit A, or other negotiated flat fee, for any time spent in connection with the reduced services. The Appraiser shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2- TIME

2.1 The date for commencement of the Phase I Appraisal Services is February 25, 2013. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by LDDKR.

2.2 The Due Date for the delivery of the Phase I report(s) is forty five (45) days from receipt of the Integra Realty appraisal. By executing this Agreement, the Appraiser acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

2.3 If, at any time prior to completion of the services, the Appraiser determines that the services are not progressing sufficiently to meet the Due Date, the Appraiser shall immediately notify LDDKR in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

2.4 No extensions of time shall be granted unless in writing and approved by LDDKR. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

2.5 The Due Date for Phase II services, if requested, shall be as agreed upon by the Appraiser and LDDKR.

ARTICLE 3– PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser.

3.2 Compensation Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for all satisfactorily performed services set forth in this Agreement, for the parcel appraised hereunder in accordance with the compensation schedule set forth on **Exhibit A**. Once either periodic Phase I services or the final report/appraisal contemplated by Phase II have been provided to LDDKR, invoices for services shall be paid within thirty (30) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with **Exhibit A**, for services performed in connection with the modification or preparation of any supplement or update to any report/appraisal furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

The Appraiser shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any report/appraisal furnished under this agreement if (1) applicable principles of law with respect to the valuation of the property require the modification on or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered such that the appraisal report must be reviewed by the Review Appraiser more than twice, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report.

3.3 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month.

3.4 Invoices

The Appraiser shall submit detailed invoices to the Client's Representative James M. Spoonhour, Esquire, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 North Eola Drive, Orlando, FL 32801. The Appraiser represents and warrants that all billable

hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement.

The Client shall notify the Appraiser in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Client shall promptly pay the Appraiser the amount so determined, less any amounts previously paid with respect to such monthly invoice.

3.5 Right to Withhold Payment

The Client shall have the right to withhold payment on any invoice in the event that the Appraiser is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

3.6 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Fifty Thousand Dollars ($50,000.00), without an Addendum to this Agreement that requires approval by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Fifty Thousand Dollars ($50,000.00) upset limit.

ARTICLE 4 – REVIEW BY REVIEW APPRAISER

4.1 Responses, Modifications, or Corrections

In the event Phase II services are authorized, the Client or the Client's designated Review Appraiser will notify the Appraiser of any modifications, corrections or additional services that, in the sole discretion of the Review Appraiser, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Review Appraiser. Once the Appraiser completes the requested modifications, corrections or additional services, the Appraiser shall submit a revised appraisal report to the Client.

The revised appraisal report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final appraisal submitted to the Client within three (3) calendar days of such review.

ARTICLE 5 – RECORDS

5.1 Maintenance of Records

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser and any subconsultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Appraiser's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

5.2 Records Availability and Audit

All of the Appraiser's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Appraiser to the Client with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

ARTICLE 6 – TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. No Addenda shall be issued after two (2) years from the effective date of this Agreement. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser if the report/appraisal has been provided to the Client. If the report/appraisal has not been provided to the Client, the

Appraiser shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Appraiser shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Appraiser or its subconsultants in performing services under this Agreement, whether completed or in process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Appraiser or received from the Client, concerning the services rendered by the Appraiser or any subconsultant pursuant to this Agreement.

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A.** Neither electronic mail, instant messaging, nor facsimile shall be considered notice as required hereunder.

8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Appraiser. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client or the Appraiser's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Appraiser, and their respective successors and assigns.

8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

8.7 Conflict of Interest

Except with the Client's knowledge and consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the Client for the projects which are collectively known as the S.R. 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Client.

8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

8.10 No Third-Party Beneficiaries

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement.

8.11 Appraiser Contractual Authorization

Appraiser represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Appraiser is bound, or any judgment, decree or order of any court.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Approved by OOCEA Legal

Joseph L. Passiatore, General Counsel

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Claude Miller
Director of Procurement to the Orlando-Orange County Expressway Authority

Witness Signature

Printed Name

Witness Signature

Printed Name

PINEL & CARPENTER, INC.

By: _____
Walter Carpenter, MAI, CRE, President

RECEIVED
CONTRACTS DEPT
6/28/13
SIGNATURE / DATE

EXHIBIT A

Client's Representative
James M. Spoonhour, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed
215 N. Eola Drive
Orlando, FL 32801

Appraiser's Representative
Pinel & Carpenter, Inc.
Mr. Walter N. Carpenter, President
824 Highland Avenue
Orlando, FL 32803

This **Exhibit A** includes the following which shall be made a part hereof:

☐ Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

MAI/Partner	$275.00/Hour
Senior Staff Appraiser	$150 to $200/Hour
Staff Appraiser	$125 to $150/Hour
Researcher	$ 80/Hour

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 1

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 1 entered into this 23rd day of October, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to add Parcel Nos. 230, 257 and 267 to the scope of services for the Agreement.

2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

> "All payments made pursuant to this Agreement shall not exceed a total of Ninety-Five Thousand Dollars ($95,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Ninety-Five Thousand Dollars ($95,000.00) upset limit."

3. The Appraiser hereby agrees to the addition of the new parcels and the new language in Article 3.6.

4. The Authority and Appraiser agree that this Addendum No. 1 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 1; that acceptance of this Addendum No. 1 signifies the Appraiser's complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.

5. This Addendum No. 1 is necessary to add new parcels to the scope of services and compensate the Appraiser for the additional services.

OOCEA '13 OCT 29 AM11:22

ADDENDUM NO. 1

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: $45,000.00

This Addendum No. 1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PINEL & CARPENTER, INC.

By: _____

Print Name: Walter N. Carpenter

Title: Owner / President

Attest: _____ (Seal)
(Secretary or Notary)

NOTARY PUBLIC STATE OF FLORIDA
GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2016
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

_____
General Counsel for the Authority

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 2

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 2 entered into this 17th day of March, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of $50,000.00 to complete the required services for Parcel Nos. 230, 257 and 267 as detailed in the scope of services.

2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

> "All payments made pursuant to this Agreement shall not exceed a total of One Hundred Forty-Five Thousand Dollars ($145,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Forty-Five Thousand Dollars ($145,000.00) upset limit."

3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.

4. The Authority and Appraiser agree that this Addendum No. 2 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 2; that acceptance of this Addendum No. 2 signifies the Appraiser's complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.

5. This Addendum No. 2 is necessary to increase the compensate to the Appraiser to complete the services for Parcel Nos. 230, 257 and 267.

ADDENDUM NO. 2

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: $50,000.00

This Addendum No. 2 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PINEL & CARPENTER, INC.

By: _____

Print Name: Walter N. Carpenter

Title: President / Owner

Attest: Gencie Overfield (Seal)
(Secretary or Notary)

NOTARY PUBLIC STATE OF FLORIDA
GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2016
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

_____
General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
3/25/14
SIGNATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADDENDUM NO. 3

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 3 entered into this 9th day of October, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of $50,000.00 to complete the required services for Parcel Nos. 230, 257 and 267 as detailed in the scope of services.

2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

> "All payments made pursuant to this Agreement shall not exceed a total of One Hundred Ninety-Five Thousand Dollars ($195,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Ninety-Five Thousand Dollars ($195,000.00) upset limit."

3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.

4. The Authority and Appraiser agree that this Addendum No. 3 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 3; that acceptance of this Addendum No. 3 signifies the Appraiser's complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.

5. This Addendum No. 3 is necessary to increase the compensate to the Appraiser to complete the services for Parcel Nos. 230, 257 and 267.

ADDENDUM NO. 3

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: $50,000.00

This Addendum No. 3 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PINEL & CARPENTER, INC.

By:_____

Print Name:_____

Title: _____

Attest: _____(Seal)
(Secretary or Notary)

Approved as to form and execution, only.

_____
General Counsel for the Authority

CONSENT AGENDA ITEM

#14

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

RE: Approval of Time Extension and Fee Increase
Donald W. McIntosh Associates, Inc.
Contract No. 000916

On October 16, 2012, Contract No. 000916 was executed with Donald W. McIntosh Associates, Inc. (McIntosh), in the not-to-exceed amount of $50,000.00 to provide expert witness services to the Authority regarding parcel 197, Wekiva Parkway Project No. 429-203. The hiring of McIntosh was an exempt procurement for expert witness services as allowed by the Procurement Policy.

On October 23, 2013, the Board approved Addendum No. 1 to add Wekiva Parkway parcels 230, 257 and 267 to the scope of services and to increase the amount of the contract by $100,000.00 bringing the new total to $150,000.00.

The contract expires on October 15, 2014. Board approval is requested to extend the term for 1 year to October 14, 2015, and to increase the contract amount by $50,000.00 to a new total of $200,000.00.

The additional services being provided by McIntosh include deposition and trial testimony essential to the valuation trial for parcel 197.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joe Passiatore, General Counsel
Contract File

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 24, 2013

RE: Approval of Addendum No. 1 to
Contract No. 000916 with Donald W. McIntosh Associates, Inc.

On October 16, 2012, Contract No. 000916 was executed with Donald W. McIntosh Associates, Inc. (McIntosh), in the not-to-exceed amount of $50,000.00 to provide expert witness services to the Authority regarding parcel 197, Wekiva Parkway Project No. 429-203. The hiring of McIntosh was an exempt procurement for expert witness services as allowed by the Procurement Policy.

Staff is requesting Board approval of Addendum No. 1 to add Wekiva Parkway parcels 230, 258 and 267 to the scope of services and to increase the amount of the contract by $100,000.00 bringing the new total to $150,000.00. Since the amount of the contract will now exceed $50,000.00, Board approval is required in accordance with the Procurement Policy.

cc: Max Crumit, Executive Director
Laura Kelley, Deputy Executive Director, Administration and Finance
Joe Passiatore, General Counsel
Contract File
Consent Agenda 9/13

WALTER A. KETCHAM, JR. *Chairman*
R. SCOTT BATTERSON, P.E. *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
MARCO PEÑA *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*
MAX D. CRUMIT, P.E. *Executive Director*

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 1

Contract Name: Expert Witness Services

Contract No: 000916 Project No.: 429-203

This Addendum No. 1 entered into this 3rd day of October, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and DONALD W. McINTOSH ASSOCIATES, INC., (the "Engineer"), the same being an addendum to the Agreement between the aforesaid, dated October 16, 2012, for expert witness services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to make the following changes to the Agreement:

   A. In Article 1, Services To Be Provided By The Engineer, amend the language in the first sentence in subarticle 1.1, Engineering Expert Witness Services, to read as follows:

   "The Engineer agrees to perform engineering expert witness services for Wekiva Parkway Project 429-203, Parcel Nos. 197, 230, 257 and 267."

   B. Delete the language in Article 3.7, Total Payments Not to Exceed, in its entirety and insert the following new language in its place:

   "All payments made pursuant to this Agreement shall not exceed a total of One Hundred Fifty Thousand Dollars ($150,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Engineer to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Fifty Thousand Dollars ($150,000.00) upset limit."

2. The Engineer hereby agrees to the changes.

3. The Authority and Engineer agree that this Addendum No. 1 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 1; that acceptance of this Addendum No. 1 signifies the Engineer's complete and total claim for the terms and conditions of the same and that the Engineer waives all future right for additional compensation which is not already defined herein.

4. This Addendum No. 1 is necessary to add new parcels to the scope of services and compensate the Engineer for the additional services.

ADDENDUM NO. 1

Contract Name: Expert Witness Services

Contract No.: 000916 Project No.: 429-203

Amount of Changes to this document: $100,000.00

This Addendum No. 1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DONALD W. McINTOSH ASSOCIATES, INC.

By: _____

Print Name: Donald W McIntosh Jr

Title: President

Attest: _____ (Seal)
(Secretary or Notary)

Notary Public State of Florida
Beverly P Robinson
My Commission EE094371
Expires 05/16/2015

Approved as to form and execution, only.

_____
General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
10/16/13
SIGNATURE / DATE

AGREEMENT FOR ENGINEERING EXPERT WITNESS SERVICES FOR PARCEL 197 LOCATED IN WEKIVA PARKWAY PROJECT 429-203

THIS AGREEMENT is effective this 16th day of October, 2012, by and between Orlando-Orange County Expressway Authority ("Client"), whose business address is 4974 ORL Tower Road, Orlando, Florida 32807 and Donald W. McIntosh Associates, Inc. ("Engineer"),whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the Client desires to employ the Engineer to provide engineering expert witness services as described herein; and

WHEREAS, the Engineer is licensed, qualified, willing and able to perform the engineering expert witness services required on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Engineer do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE ENGINEER

1.1 Engineering Expert Witness Services

The Engineer agrees to perform engineering expert witness services for Wekiva Parkway Projects 429-203, Parcel 197. It is understood and agreed that the performance of the engineering expert witness services requires the expertise of an individual engineer and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Engineer of Record leaves the Engineer's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Engineer of Record so that the services shall be rendered without interruption or shall require the Engineer to appoint a different individual as the Engineer of Record. If the Agreement is assigned to another engineering firm, payment shall be made to the Engineer for all services rendered. Payment for engineering expert witness services shall be made in accordance with the compensation schedule set forth in **Exhibit A**.

The Engineer of Record shall prepare and deliver six (6) color copies of the engineering report(s) to Dyana L. Petro, Assistant General Counsel at Orlando-Orange County Expressway Authority, whose business address is 4974 ORL Tower Road, Orlando, Florida 32807, within the timeframe set forth in the Addendum.

The Engineer shall commence work on the engineering report(s) immediately and shall perform the work in the most expeditious manner and shall complete the engineering report(s) within the specified timeframe, which the Engineer acknowledges is reasonable. Upon the request from the Client, the Engineer shall provide a progress report which shall advise as to the status of the services to be performed by the Engineer.

It is agreed and understood that all services rendered under this Agreement, and any Addenda hereto, are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.

The Engineer shall consult with the Client regarding services to be performed by the Engineer at such time(s) as may be mutually convenient for the parties to this agreement. The Engineer shall initiate such consultations whenever the Engineer needs legal advice on any aspect of the engineering report to be furnished under this Agreement.

1.2 Litigation Support Services

If requested by the Client, the Engineer of Record shall personally testify under oath as an expert witness on behalf of the Orlando-Orange County Expressway Authority in any judicial proceeding involving any engineering expert witness work performed under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A and shall include such reasonable time as may be required for re-inspection of the property, revising the engineering report, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.3 Subconsultants

The Engineer shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as subconsultants in connection with the Engineer's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Engineer agrees to terminate promptly the services of any subconsultant and to replace promptly each such terminated subconsultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the subconsultants hereunder. Client shall have the right, but not the obligation, based upon sworn statements of accounts from the subconsultants, to pay a specific amount directly to a subconsultant. In such event, the Engineer agrees any such payments shall be treated as a direct payment to the Engineer's account. Subconsultant fees shall be invoiced at cost with no additional markup applied by the Engineer.

1.4 Engineer's Standards of Performance

The Engineer shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Engineer has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Engineer agrees that the Engineer will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.5 Engineer's Obligation to Correct Errors or Omissions

The Engineer shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Engineer. The Engineer shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Engineer.

1.6 Non-Exclusive Rights

The rights granted to the Engineer hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Engineers to perform engineering expert witness services, including without limitation, any of the services provided for herein.

1.7 Engineer's Compliance with Laws and Regulations

The Engineer and its employees and subconsultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Engineer shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Engineer to render its services hereunder.

1.8 Engineer is not Client's Agent

The Engineer is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Engineer is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Engineer, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Engineer will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Engineer shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2- TIME

2.1 The date for commencement of the Engineering Expert Witness Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the engineering report(s) shall be included in an Addendum. By executing an Addendum, the Engineer acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

2.3 If, at any time prior to completion of the services, the Engineer determines that the services are not progressing sufficiently to meet the Due Date, the Engineer shall immediately notify the Client in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

2.4 No extensions of time shall be granted unless in writing and approved by the Client. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

ARTICLE 3– PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Engineer by the Client. Payment for services rendered by any subconsultants shall be paid to the Engineer and the Engineer shall be fully responsible for making payment to any subconsultant retained by the Engineer.

3.2 Compensation for Consultation Services

It is expressly agreed and understood that the Engineer shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice.

3.3 Compensation For Engineering Expert Witness Services

It is expressly agreed and understood that the Engineer shall be paid for satisfactorily performed engineering expert witness services in accordance with the compensation schedule set forth on **Exhibit A.** No payment shall be made for engineering expert witness services until after the receipt of the engineering report(s) by the Client. Once a final engineering report(s) has been provided to the Client, all invoices for engineering expert witness services will be paid within forty-five (45) days after receipt of the invoice.

The Engineer shall receive compensation in accordance with **Exhibit A** for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1) the property has been materially altered since the initial engineering (i.e., fire or act of God), (2) the boundaries of the property to be acquired have been revised, or (3) if requested by the Client for any other reason not the fault of the Engineer.

The Engineer shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1)applicable principles of law require the modification on or supplementing of such engineering report, (2) material omissions, inaccuracies, or defects in the engineering report are discovered, or (3) the Engineer receives or becomes aware of relevant additional information in existence prior to the date the Engineer signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Engineer shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month.

3.5 Invoices

The Engineer shall submit detailed invoices to the Client for all services rendered. The Engineer represents and warrants that all billable hours and rates furnished by the Engineer to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum.

The Client shall notify the Engineer in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Client shall promptly pay the Engineer the amount so determined, less any amounts previously paid with respect to such monthly invoice.

3.6 Right to Withhold Payment

The Client shall have the right to withhold payment on any invoice in the event that the Engineer is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Engineer.

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Fifty Thousand Dollars ($50,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Engineer to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Fifty Thousand Dollars ($50,000.00) upset limit.

ARTICLE 4– LIQUIDATED DAMAGES

4.1 Engineering Reports

If the Engineer fails to submit any engineering report by the Due Date the Engineer will be assessed one percent (1%) of the lump sum amount for such report per calendar day for the first seven (7) calendar days the engineering report is delayed. If the Engineer submits the draft or final engineering report more than seven (7) calendar days after the Due Date the Engineer will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the engineering report is received by the Client.

4.2 Responses, Modifications, or Corrections

The Client will notify the Engineer of any modifications, corrections or additional services that, in the sole discretion of the Client, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Client. Once the Engineer completes the requested modifications, corrections or additional services, the Engineer shall submit a revised engineering report to the Client.

The revised engineering report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final report submitted to the Client within three (3) calendar days of such review.

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Engineer shall maintain complete and accurate records relating to all services rendered by Engineer and any subconsultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Engineer's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

5.2 Records Availability and Audit

All of the Engineer's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Engineer's records. Production of such records by the Engineer shall not constitute promulgation and shall retain in the Engineer all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Engineer has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Engineer to the Client with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Engineer of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Engineer's statement for that month, the entire reasonable expense of the audit shall be borne by the Engineer. The Engineer shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

ARTICLE 6– TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis. No addenda shall be issued after two (2) years from the effective date of this Agreement. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any addenda hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Engineer will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Engineer. The Engineer shall be paid for the services satisfactorily performed by the Engineer if the engineering report(s) has been provided to the Client. If the engineering report(s) has not been provided to the Client, the Engineer shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Engineer shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Engineer or its subconsultants in performing services under this Agreement, whether completed or in process. The Engineer shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Engineer shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Engineer or received from the Client, concerning the services rendered by the Engineer or any subconsultant pursuant to this Agreement.

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A.** Neither electronic mail, instant messaging, nor facsimile shall be considered notice as required hereunder.

8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Engineer. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Engineer's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Engineer shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Engineer with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Engineer, and their respective successors and assigns.

8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Orlando-Orange County Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

8.7 Conflict of Interest

Except with the Client's knowledge and written consent, the Engineer and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Engineer's judgment or prevent the Engineer from serving the best interests of the Client. Except with the Client's knowledge and written consent, the Engineer shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be acquired or condemned by the Orlando-Orange County Expressway Authority for the projects collectively known as the S.R. 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived.

8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

8.10 No Third-Party Beneficiaries

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement. It is agreed and understood between the services rendered hereunder shall be for the benefit of the Orlando-Orange County Expressway Authority and it is entitled to rely upon the engineering report(s) prepared hereunder.

8.11 Engineer Contractual Authorization

Engineer represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Engineer is bound, or any judgment, decree or order of any court.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

Witness Signature

Robert Johnson
Printed Name

Witness Signature

Vicki McElroy
Printed Name

Witness Signature

Janet B. Hatch
Printed Name

Witness Signature

Jean del Valle
Printed Name

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Claude Miller
Director of Procurement
Orlando-Orange County Expressway Authority

REVIEWED AND APPROVED
BY LEGAL

DONALD W. MCINTOSH ASSOCIATES, INC.

By: _____
Donald W. McIntosh, President

EXHIBIT A

Client's Representative	**Engineer's Representative**
Orlando-Orange County Expressway Authority Mrs. Dyana L. Petro 4974 ORL Tower Road Orlando, Florida 32807	Donald W. McIntosh Associates, Inc. Donald W. McIntosh 2200 Park Avenue North Winter Park, Florida 32789

This **Exhibit A** includes the following which shall be attached hereto and made a part hereof:

- ☐ Engineer's Compensation Schedule including all Billable Rates. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

HOURLY RATE SCHEDULE

PERSONNEL CLASSIFICATION	HOURLY RATE
Principal	$300.00
Engineering Department Director	$265.00
Survey Department Director	$240.00
Planning Department/Entitlements Director	$250.00
Associate	$210.00
Senior Engineering Project Manager	$210.00
Senior Survey Project Manager	$195.00
Sr. Reg. Engineer; Eng. Project Manager	$190.00
Survey Project Manager	$175.00
Registered Engineer	$170.00
Registered Surveyor	$170.00
GIS Administrator	$150.00
Computer System/GIS Manager	$150.00
Engineer III	$150.00
Engineer II	$140.00
Engineer I	$130.00
Senior Planner	$120.00
Senior Design Technician	$115.00
Design Technician	$100.00
Assistant Planner	$100.00
Survey Technician	$100.00
Construction Services Director	$135.00
Construction Observer	$100.00
Researcher	$105.00
Draftsman	$80.00
Project Manager Assistant	$85.00
Clerical/Runner	$60.00
Survey Crew	$155.00
GPS Survey Crew	$275.00
Pickup/Delivery	$40.00

In addition to the hourly rates listed, charges will include identifiable out of pocket expenses and other reimbursables billed at a multiplier of 1.00.

The above hourly rates do not apply to expert witness preparation, depositions and testimony. Hourly rates for these services will be provided upon request.

DONALD W. McINTOSH Associates, Inc.
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318

CONSENT AGENDA ITEM

#15

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: September 22, 2014

RE: Second Addendum to Agreement for Appraisal Review Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

Approval of a Second Addendum to Agreement for Appraisal Review Services by Consortium Appraisal, Inc. ("Appraiser") to perform appraisal review services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206 is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Second Addendum to Agreement for Appraisal Review Services is attached for your review.

BACKGROUND/DESCRIPTION

On May 9, 2013, the Appraiser entered into an agreement to provide pre-litigation and litigation appraisal review services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to $200,000.00 (the "upset limit"). On March 5, 2014, the Appraiser and Client entered into an addendum to the agreement for appraisal review services which increased the upset limit by $150,000.00. The Appraiser has notified Shutts & Bowen LLP that the Appraiser will reach the total upset limit of $350,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional $200,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal review services and litigation support services, including testifying at trial for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

Consortium Appraisal, Inc. is the review appraiser for all parcels for the Wekiva Parkway project. An additional 50+ parcels are in the process of being appraised, which Consortium is acting as the review appraiser which will require additional monies in its contract.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Second Addendum to Agreement for Appraisal Review Services and authorize execution of the Second Addendum. Second Addendum Value: $200,000.00.

ATTACHMENT

Second Addendum to Agreement for Appraisal Review Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

SECOND ADDENDUM TO AGREEMENT FOR APPRAISAL REVIEW SERVICES FOR WEKIVA PARKWAY PROJECT NUMBERS 429-202, 429-203, 429-204, 429-205, AND 429-206

THIS AGREEMENT is effective this _____ day of _____, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Consortium Appraisal, Inc. ("Appraiser"), whose business address is 180 South Knowles Avenue, Suite 3, Winter Park, Florida 32790.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal review services dated May 9, 2013; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Review Services dated May 9, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars ($200,000.00) without an addendum; and

WHEREAS, the Appraiser and Client have entered into an addendum to the agreement for appraisal review services dated March 5, 2014, which increased the upset limit by One Hundred Fifty Thousand Dollars ($150,000.00); and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the total upset limit of Three Hundred Fifty Thousand Dollars ($350,000.00); and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by Two Hundred Thousand Dollars ($200,000.00)

All payments made pursuant to this Second Addendum to the Agreement for Appraisal Review Services dated May 9, 2013, shall not exceed a total of Two Hundred Thousand Dollars ($200,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the Two Hundred Thousand Dollar ($200,000.00) upset limit.

[The remainder of this page left blank intentionally]

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Appraisal Review Services dated May 9, 2013, and the First Addendum to the Agreement dated March 5, 2014.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

_____
Witness Signature

Terri L. Martin
Printed Name

_____
Witness Signature

Mary Ellen Farmer
Printed Name

SHUTTS & BOWEN LLP

By:_____
David A. Shontz, Esquire
Legal Counsel to the Central Florida Expressway Authority

CONSORTIUM APPRAISAL, INC.

_____
Witness Signature

By:_____
Harry W. Collison, Jr., Vice President

_____
Printed Name

_____
Witness Signature

_____
Printed Name

ORLDOCS 13634074 1

AGREEMENT FOR APPRAISAL REVIEW SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206

THIS AGREEMENT is effective this 9th day of May, 2013, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Consortium Appraisal, Inc. ("Appraiser"), whose business address is 180 South Knowles Avenue, Suite 3, Winter Park, Florida 32790.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Orlando-Orange County Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

WHEREAS, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

WHEREAS, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Pre-Condemnation Consultation Services

If requested by the Client, the Appraiser agrees to provide pre-condemnation consultation services and advice regarding the effect of any proposed taking and any such other advice, as requested. Payment for such pre-condemnation consultation services shall be made in accordance with the compensation schedule set forth in **Exhibit A**, or for a negotiated flat fee.

1.2 Appraisal Review Services

The Appraiser agrees to perform an appraisal review for each parcel of property that is appraised by an independent real estate appraiser for the Orlando-Orange County Expressway Authority for various Parcels located within the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206. The reviewer's opinion about quality must encompass the completeness, adequacy, relevance, appropriateness, and reasonableness of the work under review, developed in the context of the requirements applicable to that work. The appraisal review should be prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The Client will submit to the Appraiser the draft appraisal prepared by the independent appraiser. The Appraiser will commence the review process within two business days from receipt of the draft appraisal. The Appraiser will continue the review process diligently coordinating efforts between the independent appraiser, the Appraiser and all sub-consultants relied upon by the independent appraiser.

Payment for such appraisal review services shall be made in accordance with the compensation schedule set forth in **Exhibit A**.

It is agreed and understood that all services rendered under this Agreement and Addenda hereto are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.

The Appraiser shall consult with the Client regarding services to be performed by the Appraiser at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Agreement.

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Appraiser of Record leaves the Appraiser's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver six (6) color copies of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Appraiser shall commence work on the appraisal report(s) immediately and shall perform the work in the most expeditious manner and shall complete the appraisal report(s) within this timeframe, which the Appraiser acknowledges is reasonable. Upon the request from the Client, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the

Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

1.3 Litigation Support Services

If requested by the Client, the Appraiser shall provide research and litigation support services to the Client. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as **Exhibit A**.

1.4 Subconsultants

The Appraiser shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as sub-consultants in connection with the Appraiser's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Appraiser agrees to terminate promptly the services of any sub-consultant and to replace promptly each such terminated sub-consultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the sub-consultants hereunder. The Orlando-Orange County Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the sub-consultants, to pay a specific amount directly to a sub-consultant. In such event, the Appraiser agrees any such payments shall be treated as a direct payment to the Appraiser's account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Appraiser.

1.5 Appraiser's Standards of Performance

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Appraiser has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.6 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs,

specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.7 Non-Exclusive Rights

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

1.8 Appraiser's Compliance with Laws and Regulations

The Appraiser and its employees and sub-consultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Appraiser shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Appraiser to render its services hereunder.

1.9 Appraiser is not Client's Agent

The Appraiser is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Appraiser is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

1.10 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser will be paid in accordance with the compensation schedule set forth in the attached **Exhibit A** for any time spent in connection with the reduced services. The Appraiser shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2- TIME

2.1 The date for commencement of services is the effective date of this Agreement.

2.2 If, at any time prior to completion of the services, the Appraiser determines that the services are not progressing sufficiently, the Appraiser shall immediately notify the Client's Representative in writing and shall provide a description of the cause of the delay, and the recommended action.

ARTICLE 3– PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client only after payment by the Orlando-Orange County Expressway Authority is received by the Client. Payment for services rendered by any sub-consultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any sub-consultant retained by the Appraiser. The Appraiser acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Orlando-Orange County Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Appraiser's services on behalf of the Orlando-Orange County Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

3.2 Compensation for Services

It is expressly agreed and understood that the Appraiser shall be paid for all services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.3 Invoices

The Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Orlando-Orange County Expressway Authority for payment to the Client and then Client shall forward the payment to the Appraiser as provided herein.

The Client shall notify the Appraiser in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Orlando-Orange County Expressway Authority shall promptly pay the Client for the Appraiser the amount so determined, less any amounts previously paid with respect to such monthly invoice.

3.6 Right to Withhold Payment

The Client or the Orlando-Orange County Expressway Authority shall have the right to withhold payment on any invoice in the event that the Appraiser is in default

under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand Dollars ($200,000.00), without an Addendum to this Agreement that shall be approved by the Orlando-Orange County Expressway Authority. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Two Hundred Thousand Dollars ($200,000.00) upset limit so that Client may timely present the necessary Addendum to the Orlando-Orange County Expressway Authority.

ARTICLE 4– INTENTIONALLY LEFT BLANK

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser and any sub-consultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Appraiser's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

5.2 Records Availability and Audit

All of the Appraiser's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Appraiser to the Orlando-Orange County Expressway Authority with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

ARTICLE 6– TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall continue for a period of two (2) years. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser.

Upon termination, the Appraiser shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Appraiser or its sub-consultants in performing services under this Agreement, whether completed or in process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Appraiser or received from the Client, concerning the services rendered by the Appraiser or any sub-consultant pursuant to this Agreement.

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A.** Neither electronic mail, instant messaging, nor facsimile shall be considered notice as required hereunder.

8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Appraiser. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Appraiser's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Appraiser, and their respective successors and assigns.

8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the Orlando-Orange County Expressway Authority, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or the Orlando-Orange County Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client or the or the Orlando-Orange County Expressway Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

8.7 Conflict of Interest

Except with the Client's knowledge and consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client.

8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement.

8.10 No Third-Party Beneficiaries

No person, except for the Orlando-Orange County Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Orlando-Orange County Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the parties the services rendered hereunder shall be for the benefit of the Orlando-Orange County Expressway Authority and the Orlando-Orange County Expressway Authority is entitled to rely upon the appraisal report(s) prepared hereunder.

8.11 Appraiser Contractual Authorization

Appraiser represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Appraiser is bound, or any judgment, decree or order of any court.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

Witness Signature

Mary Ellen Farmer

Printed Name

Witness Signature

Terri L. Martin

Printed Name

Witness Signature

Sally W Naylor

Printed Name

Witness Signature

SAMUEL RABINOWITZ

Printed Name

SHUTTS & BOWEN LLP

By:

David A. Shontz, Esq.
Legal Counsel to the Orlando-Orange County Expressway Authority

CONSORTIUM APPRAISAL, INC.

By:

Harry W. Collison, Jr., President Vice

EXHIBIT A

Client's Representative
David A. Shontz, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Appraiser's Representative
Harry W. Collison, Jr., President
Consortium Appraisal, Inc.
180 South Knowles Avenue, Suite 3
Winter Park, Florida 32790

This **Exhibit A** includes the following which shall be made a part hereof:

☐ Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

Senior Partner	**$250/hr.**
Senior Appraiser	**$175/hr.**
Researchers	**$100/hr.**

CONSENT AGENDA ITEM

#16

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: September 22, 2014

RE: Second Addendum to Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

Approval of a Second Addendum to Agreement for Appraisal Services by Pinel & Carpenter, Inc. ("Appraiser") to perform appraisal services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206 is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Second Addendum to Agreement for Appraisal Services is attached for your review.

BACKGROUND/DESCRIPTION

On May 9, 2013, the Appraiser entered into an agreement to provide pre-litigation and litigation appraisal services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to $200,000.00 (the "upset limit"). On March 5, 2014, the Appraiser and Client entered into an addendum to the agreement for appraisal services which increased the upset limit by $150,000.00. The Appraiser has notified Shutts & Bowen LLP that the Appraiser will reach the total upset limit of $350,000.00. Approval of the attached Second Addendum will increase the upset limit by an additional $200,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal services and litigation support services, including testifying at trial for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

Pinel & Carpenter has been assigned additional appraisal reports for Sections 429-204, 205 and 206. Further, Pinel & Carpenter has been required to prepare studies as it relates to the appraisal of the parcels in these additional segments.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Second Addendum to Agreement for Appraisal Services and authorize execution of the Second Addendum. Second Addendum Value: $200,000.00.

ATTACHMENT

Second Addendum to Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 13634131 1

SECOND ADDENDUM TO AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY PROJECT NUMBERS 429-202, 429-203, 429-204, 429-205, AND 429-206

THIS AGREEMENT is effective this _____ day of _____, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Pinel & Carpenter, Inc. ("Appraiser"), whose business address is 824 North Highland Avenue, Orlando, Florida 32803.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated May 9, 2013; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Services dated May 9, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars ($200,000.00) without an addendum; and

WHEREAS, the Appraiser and Client have entered into an addendum to the agreement for appraisal services dated March 5, 2014, which increased the upset limit by One Hundred Fifty Thousand Dollars ($150,000.00); and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the total upset limit of Three Hundred Fifty Thousand Dollars ($350,000.00); and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by Two Hundred Thousand Dollars ($200,000.00)

All payments made pursuant to this Second Addendum to the Agreement for Appraisal Services dated May 9, 2013, shall not exceed a total of Two Hundred Thousand Dollars ($200,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the Two Hundred Thousand Dollar ($200,000.00) upset limit.

[The remainder of this page left blank intentionally]

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Appraisal Services dated May 9, 2013, and the First Addendum to the Agreement dated March 5, 2014.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

_____
Witness Signature

Terri L. Martin
Printed Name

_____
Witness Signature

Mary Ellen Farmer
Printed Name

SHUTTS & BOWEN LLP

By:_____
David A. Shontz, Esquire
Legal Counsel to the Central Florida Expressway Authority

PINEL & CARPENTER, INC.

_____
Witness Signature

_____
Printed Name

_____
Witness Signature

_____
Printed Name

By:_____
Walter N. Carpenter Jr., President

ORLDOCS 13634088 1

AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206

THIS AGREEMENT is effective this 9th day of May, 2013, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Pinel & Carpenter ("Appraiser"), whose business address is 824 North Highland Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Orlando-Orange County Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

WHEREAS, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

WHEREAS, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Pre-Condemnation Consultation Services

If requested by the Client, the Appraiser agrees to provide pre-condemnation consultation services and advice regarding the effect of any proposed taking and any such other advice, as requested. Payment for such pre-condemnation consultation services shall be made in accordance with the compensation schedule set forth in **Exhibit A**, or for a negotiated flat fee.

1.2 Appraisal Services

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Appraiser of Record leaves the Appraiser's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement

is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver six (6) color copies of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Appraiser shall commence work on the appraisal report(s) immediately and shall perform the work in the most expeditious manner and shall complete the appraisal report(s) within this timeframe, which the Appraiser acknowledges is reasonable. Upon the request from the Client, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

It is agreed and understood that all services rendered under this Agreement and Addenda hereto are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.

The Appraiser shall consult with the Client regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Agreement.

1.3 Litigation Support Services

If requested by the Client, the Appraiser of Record shall personally testify under oath as an expert witness on behalf of the Orlando-Orange County Expressway Authority in any judicial proceeding involving any property appraised under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as **Exhibit A**, or for a negotiated flat fee, and shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.4 Subconsultants

The Appraiser shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as subconsultants in connection with the Appraiser's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Appraiser agrees to terminate promptly the services of any subconsultant and to replace promptly each such terminated subconsultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the subconsultants hereunder. The Orlando-Orange County Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subconsultants, to pay a specific amount directly to a subconsultant. In such event, the Appraiser agrees any such payments shall be treated as a direct payment to the Appraiser's account. Subconsultant fees shall be invoiced at cost with no additional markup applied by the Appraiser.

1.5 Appraiser's Standards of Performance

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Appraiser has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.6 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.7 Non-Exclusive Rights

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

1.8 Appraiser's Compliance with Laws and Regulations

The Appraiser and its employees and subconsultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Appraiser shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Appraiser to render its services hereunder.

1.9 Appraiser is not Client's Agent

The Appraiser is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Appraiser is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

1.10 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Appraiser shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2- TIME

2.1 The date for commencement of the Pre-condemnation Consultation Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Appraisal Services (described in Article 1.2) is the effective date of each Addendum for service. The date for commencement of the Litigation Support Services (described in Article 1.3) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the appraisal report(s) shall be included in each Addendum. By executing an Addendum, the Appraiser acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

2.3 If, at any time prior to completion of the services, the Appraiser determines that the services are not progressing sufficiently to meet the Due Date, the Appraiser shall immediately notify the Client's Representative in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

2.4 No extensions of time shall be granted unless in writing and approved by the Client's Representative. Any requests for extensions shall be in writing explaining in

detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

ARTICLE 3– PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client only after payment by the Orlando-Orange County Expressway Authority is received by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser. The Appraiser acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Orlando-Orange County Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Appraiser's services on behalf of the Orlando-Orange County Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

3.2 Compensation for Pre-Condemnation Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A**, or for a negotiated flat fee, within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.3 Compensation Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for satisfactorily performed appraisal services set forth in each Addendum to this Agreement, for each parcel appraised hereunder in accordance with the compensation schedule set forth on **Exhibit A**, or for a negotiated flat fee. No payment shall be made for appraisal services until after the receipt of the appraisal report(s) by the Client. Once a final appraisal report(s) has been provided to the Client, invoices for appraisal services shall be paid within forty-five (45) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with **Exhibit A**, or the negotiated flat fee, for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the

property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

The Appraiser shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) applicable principles of law with respect to the valuation of the property require the modification on or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered such that the appraisal report must be reviewed by the Review Appraiser more than twice, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, or the negotiated flat fee, within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.5 Invoices

The Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Orlando-Orange County Expressway Authority for payment to the Client and then Client shall forward the payment to the Appraiser as provided herein.

The Client shall notify the Appraiser in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Orlando-Orange County Expressway Authority shall promptly pay the Client for the Appraiser the amount so determined, less any amounts previously paid with respect to such monthly invoice.

3.6 Right to Withhold Payment

The Client or the Orlando-Orange County Expressway Authority shall have the right to withhold payment on any invoice in the event that the Appraiser is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand Dollars ($200,000.00), without an Addendum to this Agreement that shall be approved by the Orlando-Orange County Expressway Authority. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Two Hundred Thousand Dollars ($200,000.00) upset limit so that Client may timely present the necessary Addendum to the Orlando-Orange County Expressway Authority.

ARTICLE 4– LIQUIDATED DAMAGES

4.1 Appraisal Reports

If the Appraiser fails to submit either any appraisal report by the Due Date the Appraiser will be assessed one percent (1%) of the lump sum amount for such report per calendar day for the first seven (7) calendar days the appraisal report is delayed. If the Appraiser submits the draft or final appraisal report more than seven (7) calendar days after the Due Date the Appraiser will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the appraisal report is received by the Client.

4.2 Responses, Modifications, or Corrections

The Client or the Client's designated Review Appraiser will notify the Appraiser of any modifications, corrections or additional services that, in the sole discretion of the Review Appraiser, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Review Appraiser. Once the Appraiser completes the requested modifications, corrections or additional services, the Appraiser shall submit a revised appraisal report to the Client

The revised appraisal report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final appraisal submitted to the Client within three (3) calendar days of such review.

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser and any subconsultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Appraiser's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

5.2 Records Availability and Audit

All of the Appraiser's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Appraiser to the Orlando-Orange County Expressway Authority with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

ARTICLE 6– TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. No Addenda shall be issued after two (2) years from the effective date of this Agreement. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser if the appraisal report(s) has been provided to the Client. If the appraisal report(s) has not been provided to the Client, the Appraiser shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Appraiser shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Appraiser or its subconsultants in performing services under this Agreement, whether completed or in

process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Appraiser or received from the Client, concerning the services rendered by the Appraiser or any subconsultant pursuant to this Agreement.

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Neither electronic mail, instant messaging, nor facsimile shall be considered notice as required hereunder.

8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Appraiser. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Appraiser's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser with a third party)

or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Appraiser, and their respective successors and assigns.

8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the Orlando-Orange County Expressway Authority, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or the Orlando-Orange County Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client or the or the Orlando-Orange County Expressway Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

8.7 Conflict of Interest

Except with the Client's knowledge and consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the Orlando-Orange County Expressway Authority for the projects which are collectively known as the S.R. 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Orlando-Orange County Expressway Authority.

8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

8.10 No Third-Party Beneficiaries

No person, except for the Orlando-Orange County Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Orlando-Orange County Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the services rendered hereunder shall be for the benefit of the Orlando-Orange County Expressway Authority and the Orlando-Orange County Expressway Authority is entitled to rely upon the appraisal report(s) prepared hereunder.

8.11 Appraiser Contractual Authorization

Appraiser represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Appraiser is bound, or any judgment, decree or order of any court.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

Witness Signature

Mary Ellen Farmer

Printed Name

Witness Signature

Terri L. Martin

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

SHUTTS & BOWEN LLP

By: _____

David A. Shontz, Esq.
Legal Counsel to the Orlando-Orange County Expressway Authority

PINEL & CARPENTER

By: _____

Walter Carpenter

EXHIBIT A

Client's Representative
David A. Shontz, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Appraiser's Representative
Walter Carpenter
Pinel & Carpenter
824 North Highland Avenue
Orlando, Florida 32803

This **Exhibit A** includes the following which shall be made a part hereof:

☐ Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

MAI/Partner	**$275/hr.**
Senior Staff Appraiser	**$150 to $200/hr.**
Associate Appraiser	**$110 to $140/hr.**
Researcher Staff	**$80/hr.**

CONSENT AGENDA ITEM

#17

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: September 23, 2014

RE: Approval of Supplemental Agreement No. 14-02
TransCore, L.P., for S.R. 429/Schofield Road Ramp Toll Plazas
System Hardware Maintenance (SHM-01)
Contract No. 000178

The referenced contract with TransCore includes maintenance of toll collection system hardware, maintenance of violation enforcement system (VES) cameras and an allowance for the purchase of spare parts. It also includes a provision requiring TransCore to provide support to the Authority to install and maintain new equipment as toll lanes and collection points are added to the system.

Board approval is requested for Supplemental Agreement No. 14-02 to the referenced Contract in the not-to-exceed amount of $524,543.44 based on a quote from TransCore that has been reviewed by staff and is recommended for approval. Under the supplemental agreement TransCore will furnish and install toll equipment for the ramp toll plazas at the new S.R. 429/Schofield Road interchange as part of Project No. 429-305.

Contract Amount:	$5,947,862.57
Previous Adjustment	$ 635,706.00
This Adjustment	$ 524,543.44
New Contract Amount:	$7,108,112.01

The final renewal of the contract with TransCore was scheduled to end on July 21, 2013; however, a third renewal to July 21, 2015, was approved by the Board at its meeting on April 24, 2013. The supporting documentation presented to the Board at that time is attached.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction & Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Dave Wynne, Director of Toll Operations
Contract File

5858 S. Semoran Blvd
Orlando, FL 32822
407 382 1301
407 382 8914

TRANSCORE

July 30, 2014

Mr. David Wynne
Director of Toll Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando. FL 32807

Subject: Schofield Rd Exit & Entry Ramps

Dear Mr. Wynne:

TransCore is pleased to provide pricing for new Legacy Toll Collection Equipment procurement, installation, testing and commissioning. The quotes are a fixed fee for both locations.

Pricing matrix for two locations:

-2 lane Schofield Rd Exit ramp @ 429
-2 lane Schofield Rd On ramp @ 429

Procurement Schedule:

-Equipment procurement will require 90 days ARO.

Installation Schedule:

-Each ramp is a 6 week effort to complete installation and commissioning.

The installation schedule can vary based on any construction contractor constraints or delays. Actual toll equipment installation schedule will be developed with input from construction contractor and availability of TranCore install team.

The pricing quote is valid for sixty (60) days from the date of quote.

Should you have any questions, please contact me at (321) 281-4050 or email bob.davis@transcore.com.

Sincerely,

Robert A. Davis
Project Manager
TransCore

TransCore Project
Master contract 1103041

ITEM NO.	Schofield Rd NB 2 Lane Exit Ramp Legacy Equipment DESCRIPTION	Labor Hours	Labor Rate	Price	Qty	Extended Price
	EQUIPMENT					
1.00	Adjustable Canopy Mount			$2,600	2	$5,200
2.00	AVI H Bracket			$700	2	$1,400
3.00	AVI Reader			$12,500	0	$0
4.00	Manual Lane Terminal			$2,295	0	$0
5.00	ACM Parts to Rebuild/Refurbish			$7,300	1	$7,300
6.00	LCII Lane Controllers			$10,000	2	$20,000
7.00	Patron Toll Displays			$4,400	2	$8,800
8.00	Traffic Control Signal Assembly			$1,747	2	$3,494
9.00	PEEK Axle Counter/Seperator			$51,175	1	$51,175
10.00	Transcore ORT Solution			$0	0	$0
11.00	Receipt Printer			$1,208	0	$0
12.00	Treadle Frames - 4 insert type			$4,944	0	$0
13.00	Treadle Inserts			$1,420	0	$0
14.00	Light Curtain assembly			$6,132	1	$6,132
15.00	Magnetic Card Reader			$345	1	$345
16.00	VES system (no camera)			$6,486	2	$12,972
17.00	VES Image Server			$4,825	0	$0
18.00	UPS - Ramp			$5,955	1	$5,955
19.00	N/A			$0	0	$0
20.00	N/A			$0	0	$0
21.00	Ramp Lane Server - Dell 410			$4,925	2	$9,850
22.00	N/A					
23.00	N/A					
24.00	N/A					
	INSTALLATION					
30.00	Project Management	77	$133.16	$10,253.00	1	$10,253.32
31.00	Mobilization	40	$66.58	$2,663.20	2	$5,326.40
32.00	Mount wire ways, conduit, controller boxes	72	$66.58	$4,793.76	2	$9,587.52
33.00	Pull clean power circuits	24	$66.58	$1,597.92	2	$3,195.84
34.00	Pull dirty circuits	24	$66.58	$1,597.92	2	$3,195.84
35.00	Pull data wire	36	$66.58	$2,396.88	2	$4,793.76
36.00	Install all in-lane equipment	96	$66.58	$6,391.68	2	$12,783.36
37.00	Terminate clean and dirty power circuits	24	$66.58	$1,597.92	2	$3,195.84
38.00	Align, test light curtains	16	$66.58	$1,065.28	2	$2,130.56
39.00	Test/tune/AVI pattern/read zone	12	$66.58	$798.96	2	$1,597.92
40.00	Terminate data wire, fiber, LC, VES, AVI, etc.	96	$66.58	$6,391.68	2	$12,783.36
41.00	Run hardware diagnostics	8	$66.58	$532.64	2	$1,065.28
42.00	Lane Software: config file/disk prep.	16	$93.62	$1,497.92	2	$2,995.84
43.00	Run software diagnostics/troubleshoot	16	$93.62	$1,497.92	2	$2,995.84
44.00	Test VES system, align cameras, align flash	24	$93.62	$2,246.88	2	$4,493.76
45.00	PEEK Loop System Tuning	12	$93.63	$1,123.56	1	$1,123.56
46.00	Commission lane - run/test/debug	16	$93.62	$1,497.92	2	$2,995.84
47.00	Warehouse delivery/support	8	$66.58	$532.64	2	$1,065.28
48.00	Remove reusable in lane equipment	0	$66.58	$0.00	0	$0.00
49.00	Refurbish equipment - ACM	30	$66.58	$1,997.40	1	$1,997.40
50.00	Civil, conduit, framing, sawcut concrete (loops), etc.			$920.00	9	$8,280.00
51.00	Material - conduit, wireway, connectors, cable, etc.			$5,066.00	2	$10,132.00
52.00	ACM - assemble/calibrate/test	20	$66.58	$1,331.60	1	$1,331.60
53.00	ACM trim plates			$1,800.00	1	$1,800.00
54.00	Additional electrical work in tunnel			$0.00	0	$0.00
55.00	Additional electrical material to support 54.00			$0.00	0	$0.00
56.00						
56.00						
	ENGINEERING					
60.00	Host System Software	60	$127.61	$7,656.60	1	$7,656.60
61.00	System integration and test	80	$127.61	$10,208.80	1	$10,208.80
62.00	Drafting and engineering support	40	$66.58	$2,663.20	1	$2,663.20
	TOTAL					$262,271.72

ITEM NO.	Schofield Rd SB 2 Lane Exit Ramp Legacy Equipment DESCRIPTION	Labor Hours	Labor Rate	Price	Qty	Extended Price
	EQUIPMENT					
1.00	Adjustable Canopy Mount			$2,600	2	$5,200
2.00	AVI H Bracket			$700	2	$1,400
3.00	AVI Reader			$12,500	0	$0
4.00	Manual Lane Terminal			$2,295	0	$0
5.00	ACM Parts to Rebuild/Refurbish			$7,300	1	$7,300
6.00	LCII Lane Controllers			$10,000	2	$20,000
7.00	Patron Toll Displays			$4,400	2	$8,800
8.00	Traffic Control Signal Assembly			$1,747	2	$3,494
9.00	PEEK Axle Counter/Seperator			$51,175	1	$51,175
10.00	Transcore ORT Solution			$0	0	$0
11.00	Receipt Printer			$1,208	0	$0
12.00	Treadle Frames - 4 insert type			$4,944	0	$0
13.00	Treadle Inserts			$1,420	0	$0
14.00	Light Curtain assembly			$6,132	1	$6,132
15.00	Magnetic Card Reader			$345	1	$345
16.00	VES system (no camera)			$6,486	2	$12,972
17.00	VES Image Server			$4,825	0	$0
18.00	UPS - Ramp			$5,955	1	$5,955
19.00	N/A			$0	0	$0
20.00	N/A			$0	0	$0
21.00	Ramp Lane Server - Dell 410			$4,925	2	$9,850
22.00	N/A					
23.00	N/A					
24.00	N/A					
	INSTALLATION					
30.00	Project Management	77	$133.16	$10,253.00	1	$10,253.32
31.00	Mobilization	40	$66.58	$2,663.20	2	$5,326.40
32.00	Mount wire ways, conduit, controller boxes	72	$66.58	$4,793.76	2	$9,587.52
33.00	Pull clean power circuits	24	$66.58	$1,597.92	2	$3,195.84
34.00	Pull dirty circuits	24	$66.58	$1,597.92	2	$3,195.84
35.00	Pull data wire	36	$66.58	$2,396.88	2	$4,793.76
36.00	Install all in-lane equipment	96	$66.58	$6,391.68	2	$12,783.36
37.00	Terminate clean and dirty power circuits	24	$66.58	$1,597.92	2	$3,195.84
38.00	Align, test light curtains	16	$66.58	$1,065.28	2	$2,130.56
39.00	Test/tune/AVI pattern/read zone	12	$66.58	$798.96	2	$1,597.92
40.00	Terminate data wire, fiber, LC, VES, AVI, etc.	96	$66.58	$6,391.68	2	$12,783.36
41.00	Run hardware diagnostics	8	$66.58	$532.64	2	$1,065.28
42.00	Lane Software: config file/disk prep.	16	$93.62	$1,497.92	2	$2,995.84
43.00	Run software diagnostics/troubleshoot	16	$93.62	$1,497.92	2	$2,995.84
44.00	Test VES system, align cameras, align flash	24	$93.62	$2,246.88	2	$4,493.76
45.00	PEEK Loop System Tuning	12	$93.63	$1,123.56	1	$1,123.56
46.00	Commission lane - run/test/debug	16	$93.62	$1,497.92	2	$2,995.84
47.00	Warehouse delivery/support	8	$66.58	$532.64	2	$1,065.28
48.00	Remove reusable in lane equipment	0	$66.58	$0.00	0	$0.00
49.00	Refurbish equipment - ACM	30	$66.58	$1,997.40	1	$1,997.40
50.00	Civil, conduit, framing, sawcut concrete (loops), etc.			$920.00	9	$8,280.00
51.00	Material - conduit, wireway, connectors, cable, etc.			$5,066.00	2	$10,132.00
52.00	ACM - assemble/calibrate/test	20	$66.58	$1,331.60	1	$1,331.60
53.00	ACM trim plates			$1,800.00	1	$1,800.00
54.00	Additional electrical work in tunnel			$0.00	0	$0.00
55.00	Additional electrical material to support 54.00			$0.00	0	$0.00
56.00						
56.00						
	ENGINEERING					
60.00	Host System Software	60	$127.61	$7,656.60	1	$7,656.60
61.00	System integration and test	80	$127.61	$10,208.80	1	$10,208.80
62.00	Drafting and engineering support	40	$66.58	$2,663.20	1	$2,663.20
	TOTAL					**$262,271.72**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: July 29, 2014

RE: Approval of Supplemental Agreement No. 14-01
TransCore, L.P., for
System Hardware Maintenance (SHM-01)
Contract No. 000178

The referenced contract with TransCore includes maintenance of toll collection system hardware, maintenance of violation enforcement system (VES) cameras and an allowance for the purchase of spare parts. It also includes a provision requiring TransCore to provide support to the Authority to install and maintain new equipment as toll lanes and collection points are added to the system.

Board approval is requested for Supplemental Agreement No. 14-01 to the referenced Contract in the not-to-exceed amount of $635,706.00 based on a quote from TransCore that has been reviewed and approved by staff. Under the supplemental agreement TransCore will furnish and install toll equipment at the new Boggy Creek Road Ramp Toll Plazas constructed at the interchange with S.R. 417 as part of Project No. 417-301C.

Contract Amount:	$5,947,862.57
This Adjustment	$ 635,706.00
New Contract Amount:	$6,583,568.57

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction & Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Dave Wynne, Director of Toll Operations
Contract File

5858 S. Semoran Blvd
Orlando, FL 32822
407 382 1301
407 382 8914

TRANSCORE

July 28, 2014

Mr. David Wynne
Director of Toll Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando. FL 32807

Subject: Boggy Creek Exit & Entry Ramps

Dear Mr. Wynne:

TransCore is pleased to provide pricing for new Legacy Toll Collection Equipment procurement, installation, testing and commissioning. The quotes are a fixed fee for both locations.

Pricing matrix for two locations:

-2 lane Boggy Creek Exit ramp (417 WB)
-1 lane ORT On ramp (417 EB)

Procurement Schedule:

-Equipment procurement will require 90 days ARO.

Installation Schedule:

-The two lane exit ramp is a 6 week effort to complete installation and commissioning.
-The one lane ORT on ramp is a 4 week effort to complete installation and commissioning.

The installation schedule can vary based on any construction contractor constraints or delays. Actual toll equipment installation schedule will be developed with input from construction contractor and availability of TranCore install team.

The pricing quote is valid for sixty (60) days from the date of quote.

Should you have any questions, please contact me at (321) 281-4050 or email bob.davis@transcore.com.

Sincerely,

Robert A. Davis
Project Manager
TransCore

TransCore Project
Master contract 1103041

ITEM NO.	Boggy Creek WB 2 Lane Exit Ramp Legacy Equipment DESCRIPTION	Labor Hours	Labor Rate	Price	Qty	Extended Price
	EQUIPMENT					
1.00	Adjustable Canopy Mount			$2,600	2	$5,200
2.00	AVI H Bracket			$700	2	$1,400
3.00	AVI Reader (use existing stock)			$12,500	0	$0
4.00	Manual Lane Terminal			$2,295	0	$0
5.00	ACM Parts to Rebuild/Refurbish			$7,300	1	$7,300
6.00	LCII Lane Controllers			$10,000	2	$20,000
7.00	Patron Toll Displays			$4,400	2	$8,800
8.00	Traffic Control Signal Assembly			$1,747	2	$3,494
9.00	PEEK Axle Counter/Seperator			$51,175	1	$51,175
10.00	Transcore ORT Solution			$0	0	$0
11.00	Receipt Printer			$1,208	0	$0
12.00	Treadle Frames - 4 insert type			$4,944	0	$0
13.00	Treadle Inserts			$1,420	0	$0
14.00	Light Curtain assembly			$6,132	1	$6,132
15.00	Magnetic Card Reader			$345	1	$345
16.00	VES system (no camera)			$6,486	2	$12,972
17.00	VES Image Server			$4,825	0	$0
18.00	UPS - Ramp			$5,955	1	$5,955
19.00	N/A			$0	0	$0
20.00	N/A			$0	0	$0
21.00	Ramp Lane Server - Dell 410			$4,925	2	$9,850
22.00	N/A					
23.00	N/A					
24.00	N/A					
	INSTALLATION					
30.00	Project Management	77	$133.16	$10,253	1	$10,253
31.00	Mobilization	40	$66.58	$2,663	2	$5,326
32.00	Mount wire ways, conduit, controller boxes	72	$66.58	$4,794	2	$9,588
33.00	Pull clean power circuits	24	$66.58	$1,598	2	$3,196
34.00	Pull dirty circuits	24	$66.58	$1,598	2	$3,196
35.00	Pull data wire	36	$66.58	$2,397	2	$4,794
36.00	Install all in-lane equipment	96	$66.58	$6,392	2	$12,784
37.00	Terminate clean and dirty power circuits	24	$66.58	$1,598	2	$3,196
38.00	Align, test light curtains	16	$66.58	$1,065	2	$2,130
39.00	Test/tune/AVI pattern/read zone	12	$66.58	$799	2	$1,598
40.00	Terminate data wire, fiber, LC, VES, AVI, etc.	96	$66.58	$6,392	2	$12,784
41.00	Run hardware diagnostics	8	$66.58	$533	2	$1,066
42.00	Lane Software: config file/disk prep.	16	$93.62	$1,498	2	$2,996
43.00	Run software diagnostics/troubleshoot	16	$93.62	$1,498	2	$2,996
44.00	Test VES system, align cameras, align flash	24	$93.62	$2,247	2	$4,494
45.00	PEEK Loop System Tuning	12	$93.63	$1,124	1	$1,124
46.00	Commission lane - run/test/debug	16	$93.62	$1,498	2	$2,996
47.00	Warehouse delivery/support	8	$66.58	$533	2	$1,066
48.00	Remove reusable in lane equipment	0	$66.58	$0	0	$0
49.00	Refurbish equipment - ACM	30	$66.58	$1,997	1	$1,997
50.00	Civil, conduit, framing, sawcut concrete (loops), etc.			$920	9	$8,280
51.00	Material - conduit, wireway, connectors, cable, etc.			$5,066	2	$10,132
52.00	ACM - assemble/calibrate/test	20	$66.58	$1,332	1	$1,332
53.00	ACM trim plates			$1,800	1	$1,800
54.00	Additional electrical work in tunnel			$0	0	$0
55.00	Additional electrical material to support 54.00			$0	0	$0
56.00						
56.00						
	ENGINEERING					
60.00	Host System Software	60	$127.61	$7,657	1	$7,657
61.00	System integration and test	80	$127.61	$10,209	1	$10,209
62.00	Drafting and engineering support	40	$66.58	$2,663	1	$2,663
	TOTAL					$262,276

ITEM NO.	Boggy Creek EB On 1 lane/1 shoulder ORT Legacy Equipment DESCRIPTION	Labor Hours	Labor Rate	Price	Qty	Extended Price
	EQUIPMENT					
1.00	Adjustable Canopy Mount			$2,600	2	$5,200
2.00	AVI H Bracket			$700	3	$2,100
3.00	AVI Reader (pull from existing stock)			$12,500	0	$0
4.00	Manual Lane Terminal			$2,295	0	$0
5.00	ACM Parts to Rebuild/Refurbish			$7,300	0	$0
6.00	LCII Lane Controllers			$10,000	0	$0
7.00	Patron Toll Displays			$4,400	0	$0
8.00	Traffic Control Signal Assembly			$1,747	0	$0
9.00	PEEK Axle Counter/Seperator			$51,175	1	$51,175
10.00	Transcore ORT Solution			$200,000	1	$200,000
11.00	Receipt Printer			$1,208	0	$0
12.00	Treadle Frames - 4 insert type			$4,944	0	$0
13.00	Treadle Inserts			$1,420	0	$0
14.00	Light Curtain assembly			$6,132	0	$0
15.00	Magnetic Card Reader			$345	0	$0
16.00	VES system (EN500 camera w/housing)			$14,287	1	$14,287
17.00	VES Image Server Dell 410			$4,925	1	$4,925
18.00	UPS - Ramp			$5,955	1	$5,955
19.00	N/A			$0	0	$0
20.00	N/A			$0	0	$0
21.00	Ramp Lane Server - Dell 410			$4,925	2	$9,850
22.00	N/A					
23.00	N/A					
24.00	N/A					
	INSTALLATION					
30.00	Project Management @ 10%	74	$133.16	$9,854	1	$9,854
31.00	Mobilization	10	$66.58	$666	1	$666
32.00	Mount wire ways, conduit, controller boxes	72	$66.58	$4,794	1	$4,794
33.00	Pull clean power circuits	24	$66.58	$1,598	1	$1,598
34.00	Pull dirty circuits	24	$66.58	$1,598	1	$1,598
35.00	Pull data wire	36	$66.58	$2,397	1	$2,397
36.00	Install all in-lane equipment	96	$66.58	$6,392	1	$6,392
37.00	Terminate clean and dirty power circuits	24	$66.58	$1,598	1	$1,598
38.00	Align, test light curtains	16	$66.58	$1,065	1	$1,065
39.00	Test/tune/AVI pattern/read zone	12	$66.58	$799	1	$799
40.00	Terminate data wire, fiber, LC, VES, AVI, etc.	96	$66.58	$6,392	1	$6,392
41.00	Run hardware diagnostics	8	$66.58	$533	1	$533
42.00	Lane Software: config file/disk prep.	16	$66.58	$1,065	1	$1,065
43.00	Run software diagnostics/troubleshoot	16	$66.58	$1,065	1	$1,065
44.00	Test VES system, align cameras, align flash	24	$66.58	$1,598	1	$1,598
45.00	PEEK Loop System Tuning	12	$66.58	$799	1	$799
46.00	Commission lane - run/test/debug	16	$66.58	$1,065	1	$1,065
47.00	Warehouse delivery/support	8	$66.58	$533	1	$533
48.00	Remove reusable in lane equipment	0	$66.58	$0	0	$0
49.00	Refurbish reusable equipment - ACM	30	$66.58	$1,997	0	$0
50.00	Civil, conduit, framing, sawcut concrete (loops), etc.			$920	10	$9,200
51.00	Material - conduit, wireway, connectors, cable, etc.			$5,066	1	$5,066
52.00	ACM - assemble/calibrate/test	20	$66.58	$1,332	1	$1,332
53.00	ACM trim plates			$1,800	0	$0
54.00	Additional electrical work in tunnel			$0	0	$0
55.00	Additional electrical material to support 54.00			$0	0	$0
56.00	Install Manager					
56.00						
	ENGINEERING					
60.00	Host System Software	60	$127.61	$7,657	1	$7,657
61.00	System integration and test	80	$127.61	$10,209	1	$10,209
62.00	Drafting and engineering support	40	$66.58	$2,663	1	$2,663
	TOTAL					$373,430

SYSTEMS HARDWARE MAINTENANCE CONTRACT
("SHM-01")

This Contract (the "Contract"), is made and entered into this 22 day of July, 2004, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, an agency and body politic of the State of Florida, with a principal address of 525 S. Magnolia Avenue, Orlando, Florida, 32801 (hereinafter called the "AUTHORITY"), and TransCore LP, a Delaware limited partnership, with a local address of 5858 South Semoran Boulevard, Orlando, FL 32822 (hereinafter the "CONTRACTOR").

1. **GENERAL.** The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents, all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract. CONTRACTOR shall provide adequate, skilled, and qualified labor and resources for full performance of the Contract to industry standards and the standards set forth in the Contract Documents. The AUTHORITY may, at any time and in the AUTHORITY's reasonable discretion, require CONTRACTOR to increase or decrease CONTRACTOR'S labor force on this Contract, with CONTRACTOR'S compensation to be equitably adjusted accordingly.

Spares and repair parts will be provided for on a negotiated cost plus basis as set forth in the Price Proposal and Method of Compensation exhibits (identified below).

The services to be provided under this Contract include System Hardware Maintenance as detailed in the Contract Documents and any addenda or modifications thereto.

The Contract Documents, in order of precedence, consist of, and may be referred to herein as:

1. The Contract as agreed to;
2. The Scope of Services, attached hereto as Exhibit "A-1", as modified by Addendum (Exhibit "A-2") and Clarified by Questions and Answers (Exhibit "A-3")
3. The Addendum, modifying the Scope of Services, Questions and Answers, or other Contract Documents;
4. The Forte Software License, attached hereto as Exhibit "B-1";
5. The Forte Confidentiality and Non-Disclosure Agreement ("Forte CNDA"), attached hereto as Exhibit "B-2";

EXHIBIT A-1
SCOPE OF SERVICES

(SHM-01)

f. Extra Work & Installation Support

The Authority from time to time will be installing new equipment, testing vendor equipment and systems in the lanes, adding toll lanes and collection points, and constructing new roads. The Contractor will be required to provide additional support to the Authority to perform some of these tasks. When these tasks are outside the scope of the maintenance contract, the Authority will either, request a quote from the Contractor on performing the new/changed services with an appropriate credit for any deleted services, or request the Contractor to provide an estimate of hours by classification to complete the tasks. For this reason, the Contractor must submit rates on Price Proposal 2 according to classifications. Prior to the Notice to Proceed on this contract, the Contractor must provide a list those individuals who come under each classification. This list will be updated periodically as personnel change.

g. Replacement of Lanes

As shown below the Authority from time to time will be reconfiguring plazas and lanes and the Contractor will be increasing, decreasing, or changing the various lane configurations. To help accommodate these changes the Authority is requesting pricing on the maintenance of lane modes or configurations in Price Proposal 3. The pricing of the various lane modes and configurations will accommodate the adding and subtracting of lanes in the future.

h. Up-Coming Projects

The following is a list of proposed up-coming projects, which are included Authority's five (5) year plan. These are presented for informational purposes only, and the dates included are estimated dates. The Authority has not committed to either the completion of the projects or to the dates shown.

- University Blvd Ramps – Add 2 Dedicated AVI lanes, 2003.
- Curry Ford Ramps – Add 2 Dedicated AVI Lanes, 2003.
- Curry Ford Mainline – Add ORT/Express Lanes, 2004.
- Mills Avenue Off Ramp – Add 1 Ded AVI, 2004.
- Mills Avenue On Ramp – Close, 2005.
- John Young Mainline – Add 4 ORT/Express Lanes, 2 MLT/AVI 2006.
- Boggy Creek Mainline – Add 4 ORT/Express Lanes, 2 MLT/AVI 2006.
- Hiawassee Mainline – Add 4 ORT/Express Lanes, 05-06.
- Dean Mainline – Add 4 ORT/Express Lanes, 05-06.
- Holland West Mainline – Relocate and expand to include 6 ORT, 04-05.
- Holland East Mainline – Relocate and expand to include 6 ORT, 05-06.
- OIA Airport Parking AVI lanes – 8 dedicated lanes, 2004.

MINUTES
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
BOARD MEETING
April 24, 2013

Board Members Present: Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Sec.-Treasurer & Ex-Officio - Orange County
Noranne Downs, P.E., Ex-Officio Board Member – FDOT

Also Present: Max Crumit, P.E., Executive Director
Ken Wright, Shutts & Bowen
Darleen Mazzillo, Executive Assistant/Assistant Secretary

A meeting of the Orlando-Orange County Expressway Authority Board was held on Wednesday, April 24, 2013. The meeting was posted in accordance with Florida Statutes and a quorum was present. Chairman Walter Ketcham called the meeting to order at approximately 9:30 a.m.

PUBLIC COMMENT

Mr. Bob Levy, President of Tele-Traffic wants the Authority to consider putting OOCEA traffic information on their free smart phone app. Chairman Ketcham asked Executive Director Max Crumit to meet with Mr. Levy regarding this request.

APPROVAL OF MINUTES

A motion was made by Ms. Downs and seconded by Mayor Jacobs to approve the minutes of the March 27, 2013 Board Meeting as presented. The motion carried unanimously with four members present and voting AYE by voice vote.

APPROVAL OF CONSENT AGENDA

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

1. Authorization to renew Agreement with TransCore, LP for System Hardware Maintenance (Contract No. 000178)
   Agreement Value: $5,947,862

2. Authorization to advertise for bids for construction and initial establishment of Landscape Improvements on S.R. 408 from S.R. 436 to Chickasaw Trail (Project No. 408-819)

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: April 9, 2013

RE: Approval to Renew Agreement for
System Hardware Maintenance with TransCore, LP
Contract No. 000178

Board approval of a third renewal of the referenced contract is requested. TransCore is currently working under the second of two renewals that expires on July 21, 2013. Board approval of a third renewal is requested in lieu of soliciting proposals for a new maintenance contract. The term of the renewal, if approved, will be two years beginning July 22, 2013, and ending July 21, 2015, in the amount of $5,947,862.57. This amount includes the estimated cost of spare parts during the renewal period.

The renewal amount also includes the VES camera maintenance services currently being provided by TransCore under a separate contract. Combining both hardware maintenance services under a single contract is more efficient and cost effective than managing and administering separate contracts.

System Hardware Maintenance	$4,312,317.03
VES Camera Maintenance	$ 782,945.54
Spare Parts	$ 852,600.00
Renewal Amount	$5,947,862.57

Staff is in the process of finalizing the design and performance criteria for the new toll collection system hardware. Current projections call for the equipment to be procured and operational by the spring of 2015. It is staff's opinion that solicitation of proposals to maintain the existing hardware for an interim period until the new hardware is installed would be impractical and costly. In addition to the time and expense required to complete the selection process, it is necessary to consider the significant capital investment in equipment and materials that a new contractor would have to make and the Authority would have to pay for in the short two-year term of a new contract.

cc: Max Crumit, Executive Director
Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Administration
Dave Wynne, Director of Toll Operations
Contract File
Consent Agenda 4/13

WALTER A. KETCHAM, JR. *Chairman*
R. SCOTT BATTERSON, P.E. *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
TANYA J. WILDER *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*
MAX D. CRUMIT, P.E. *Executive Director*

MINUTES
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
BOARD MEETING
May 22, 2013

Board Members Present: Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Sec.-Treasurer & Ex-Officio - Orange County
Noranne Downs, P.E., Ex-Officio Board Member – FDOT

Also Present: Max Crumit, P.E., Executive Director
Joseph Passiatore, General Counsel
Darleen Mazzillo, Executive Assistant/Assistant Secretary

A meeting of the Orlando-Orange County Expressway Authority Board was held on Wednesday, May 22, 2013. The meeting was posted in accordance with Florida Statutes and a quorum was present. Chairman Walter Ketcham called the meeting to order at approximately 9:30 a.m.

PUBLIC COMMENT

There was no public comment.

APPROVAL OF MINUTES

A motion was made by Ms. Downs and seconded by Mr. Batterson to approve the minutes of the April 24, 2013 Board Meeting as presented. The motion carried unanimously with four members present and voting AYE by voice vote.

APPROVAL OF CONSENT AGENDA

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

1. Approval of FY 2014 Membership Assessment to MetroPlan Orlando
   Assessment Value: $25,947

2. Approval of Consent to Easement Agreement with the City of Orlando and Orlando Utilities Commission for Orlando Aloft Hotel

3. Approval of Real Estate Purchase Agreement and Addendum No. 1 with Daniel M. and Edna C. Quigley for the acquisition of Parcel 261, S.R. 429 Wekiva Parkway, Project 429-204
   Purchase Price: $323,960

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 24th day of April, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system hardware maintenance; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a third period of two (2) years as approved by the Authority's Board of Directors on April 24, 2013;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a third renewal of said Original Agreement beginning the 22nd day of July, 2013 and ending the 21st day of July, 2015 at the not-to-exceed cost of $5,947,862.57 which amount restates the amount of the Original Agreement and the supplements.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the second Contract renewal ending July 21, 2013, the Contractor shall execute a 'Certificate of Completion of the Second Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first renewal of the Contract ending July 21, 2013.

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

1. In the Original Contract, in Article 2, Personnel, in the second paragraph, change "Project Manager, Daniel Goggin" to "Project Manager, Robert Davis" and delete "Maintenance Manager, Robert Davis".
2. The attached Exhibit A, Scope of Services for Electronic Toll Collection System Hardware Maintenance, replaces the scope included in the Original Agreement and any supplements and amendments thereto.
3. Services shall include maintenance of hardware for the Violation Enforcement System (VES) based on the attached Exhibit A, Scope of Services for the VES.
4. Services shall include hardware maintenance for the License Plate Recognition (LPR) System based on the attached Exhibit A, Scope of Services for the LPR.
5. The rates to be charged by the Contractor during the renewal period are as indicated on the attached Exhibit B, Contract Pricing Summary.

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

TRANSCORE, L.P.

BY: _____
Authorized Signature

Print Name: Jim Wilson

Title: SVP

ATTEST: _____ (SEAL)
Secretary or Notary

SUZETTE A SERRANO-DIAZ
MY COMMISSION # EE196247
EXPIRES May 07 2016
(407) 398-0153 FloridaNotaryService.com

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

RECEIVED
CONTRACTS DEPT
CAS 5/23/13
SIGNATURE / DATE

Approved as to form and execution, only

_____
General Counsel for the Authority

TAB 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

September 22, 2014

TO: Authority Board Members:
S. Scott Boyd
Welton G. Cadwell
Brenda Carey
Buddy Dyer
Fred Hawkins, Jr
Teresa Jacobs
Walter A. Ketcham, Jr

FROM: Lisa Lumbard, Interim CFO

SUBJECT: August 2014 Financial Reports

Attached please find the August 2014 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

Sincerely,

Lisa Lumbard, Interim CFO

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011
WWW.EXPRESSWAYAUTHORITY.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS
FOR THE MONTH ENDING AUGUST 31, 2014 AND YEAR-TO-DATE

	FY 15 MONTH ACTUAL	FY 15 MONTH BUDGET	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE
REVENUES						
TOLLS	$ 26,900,092	$ 26,222,518	$ 53,975,763	$ 51,855,271	$ 2,120,492	4.1%
TOLLS COLLECTED VIA UTN'S	753,999	530,380	1,515,566	1,059,306	456,260	43.1%
FEES COLLECTED VIA UTN'S AND UTC'S	386,400	313,859	681,173	546,193	134,980	24.7%
TRANSPONDER SALES	4,139	3,038	9,482	5,717	3,765	65.9%
OTHER OPERATING	120,193	101,169	142,711	123,877	18,834	15.2%
INTEREST	160,454	102,301	323,649	204,602	119,047	58.2%
MISCELLANEOUS	76,920	76,335	164,214	152,671	11,543	7.6%
TOTAL REVENUES	28,402,197	27,349,600	56,812,558	53,947,636	2,864,922	5.3%
O M & A EXPENSES						
OPERATIONS	2,690,492	2,761,413	4,180,125	4,220,580	40,455	1.0%
MAINTENANCE	518,690	357,326	600,299	621,173	20,874	3.4%
ADMINISTRATION	473,042	523,280	800,057	893,070	93,013	10.4%
OTHER OPERATING	199,083	233,333	199,083	233,333	34,250	14.7%
TOTAL O M & A EXPENSES	3,881,307	3,875,352	5,779,564	5,968,156	188,592	3.2%
NET REVENUES BEFORE DEBT SERVICE	24,520,890	23,474,248	51,032,994	47,979,481	3,053,513	6.4%
COMBINED NET DEBT SERVICE	11,942,059	11,988,481	23,877,152	23,976,961	99,809	0.4%
NET REVENUES AFTER DEBT SERVICE	$ 12,578,831	$ 11,485,767	$ 27,155,842	$ 24,002,519	$ 3,153,323	13.1%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING AUGUST 31, 2014 AND YEAR-TO-DATE

	FY 2015 ACTUAL	FY 2015 BUDGET	VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE
Operations	$ 4,180,125	$ 4,220,580	$ 40,455	1.0%
Maintenance	600,299	621,173	20,874	3.4%
Administration	800,057	893,070	93,013	10.4%
Other Operating	199,083	233,333	34,250	14.7%
Total O M & A	$ 5,779,564	$ 5,968,156	$ 188,592	3.2%
Capital Expenditures				
Operations	$ 12,616	$ 172,510	159,894	92.7%
Maintenance	-	11,453	11,453	100.0%
Administration	-	12,500	12,500	100.0%
Total Capital Expenditures	$ 12,616	$ 196,463	$ 183,847	93.6%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Operations - Comparison of Actual to Budget
For the Two Months Ending August 31, 2014

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	67,599	81,167	13,568	16.72%
Toll Operations - Projects	0	0	0	0.00%
Violation Enforcement	342,404	364,519	22,115	6.07%
Information Technology	341,888	492,594	150,705	30.59%
Information Technology - Projects	0	114,367	114,367	100.00%
E-PASS Service Center	1,312,002	1,205,868	(106,134)	-8.80%
E-PASS Service Center - Projects	0	0	0	0.00%
Marketing	22,654	54,407	31,753	58.36%
Subtotal OOCEA	**2,086,547**	**2,312,921**	**226,374**	**9.79%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	114,155	123,811	9,656	7.80%
Airport Plaza	152,964	158,037	5,073	3.21%
allas Plaza	107,237	122,039	14,802	12.13%
East-West Expressway (SR 408)				
Dean Plaza	151,700	147,451	(4,249)	-2.88%
Conway Main Plaza	247,512	232,872	(14,640)	-6.29%
Pine Hills Plaza	182,615	168,942	(13,672)	-8.09%
Hiawassee Plaza	145,839	152,053	6,214	4.09%
Western Expressway (SR 429)				
Independence Plaza	132,606	133,101	496	0.37%
Forest Lake Plaza	144,121	141,258	(2,863)	-2.03%
Greeneway Expressway (SR 417)				
University Plaza	127,390	122,718	(4,672)	-3.81%
Curry Ford Plaza	126,877	122,520	(4,357)	-3.56%
Boggy Creek Plaza	157,131	139,446	(17,685)	-12.68%
John Young Plaza	146,518	143,091	(3,427)	-2.39%
John Land Apopka (SR 414)				
Coral Hills Plaza	169,531	172,829	3,298	1.91%
Subtotal Toll Facilities	**2,106,194**	**2,080,169**	**(26,026)**	**-1.25%**
Total Operations Expenses	**4,192,741**	**4,393,090**	**200,349**	**4.56%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the Two Months Ending August 31, 2014

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	102,946	112,529	9,583	8.52%
Expressway Operations	397,769	391,244	(6,525)	-1.67%
Routine Maintenance	99,583	128,853	29,270	22.72%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	**600,299**	**632,626**	**32,327**	**5.11%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the Two Months Ending August 31, 2014

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	58,819	62,968	4,150	6.59%
Executive	127,296	215,357	88,061	40.89%
Communications	50,727	57,045	6,318	11.08%
Human Resources	20,302	16,599	(3,703)	-22.31%
Business Development	52,127	57,543	5,417	9.41%
Accounting	197,711	203,696	5,986	2.94%
Construction Administration	52,052	55,404	3,352	6.05%
Procurement	106,124	106,733	608	0.57%
Legal	69,113	71,544	2,430	3.40%
Internal Audit	17,255	7,555	(9,700)	-128.40%
525 Magnolia	4,029	3,777	(253)	-6.69%
Plans Production	44,458	47,349	2,891	6.11%
Grand Total Expenses	**800,013**	**905,570**	**105,557**	**11.66%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING AUGUST 31, 2014 AND YEAR-TO-DATE

	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 14 YEAR-TO-DATE ACTUAL	FY 14 YEAR-TO-DATE BUDGET	FY 14 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 53,975,763	$ 51,855,271	$ 2,120,492	$ 50,746,419	$ 48,289,904	$ 2,456,515	$ (336,023)
TOLLS COLLECTED VIA UTN'S	1,515,566	1,059,306	456,260	1,201,126	250,000	951,126	(494,866)
FEES COLLECTED VIA UTN'S AND UTC'S	681,173	546,193	134,980	579,626	366,486	213,140	(78,160)
TRANSPONDER SALES	9,482	5,717	3,765	31,294	14,710	16,584	(12,819)
OTHER OPERATING	142,711	123,877	18,834	127,466	115,609	11,857	6,977
INTEREST	323,649	204,602	119,047	165,601	238,847	(73,246)	192,293
MISCELLANEOUS	164,214	152,671	11,543	154,912	153,451	1,461	10,082
TOTAL REVENUES	56,812,558	53,947,636	2,864,922	53,006,444	49,429,007	3,577,437	(712,515)
O M & A EXPENSES							
OPERATIONS	4,180,125	4,220,580	40,455	4,720,102	4,028,702	(691,400)	731,855
MAINTENANCE	600,299	621,173	20,874	904,157	1,202,549	298,392	(277,518)
ADMINISTRATION	800,057	893,070	93,013	753,279	869,371	116,092	(23,079)
OTHER OPERATING	199,083	233,333	34,250	161,162	281,807	120,645	(86,395)
TOTAL O M & A EXPENSES	5,779,564	5,968,156	188,592	6,538,700	6,382,429	(156,271)	344,863
NET REVENUES BEFORE DEBT SERVICE	51,032,994	47,979,481	3,053,513	46,467,744	43,046,578	3,421,166	(367,653)
COMBINED NET DEBT SERVICE	23,877,152	23,976,961	99,809	23,797,415	23,873,249	(75,834)	175,643
NET REVENUES AFTER DEBT SERVICE	$ 27,155,842	$ 24,002,519	$ 3,153,323	$ 22,670,329	$ 19,173,329	$ 3,497,000	$ (343,677)

he monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, ıor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING AUGUST 31, 2014 AND YEAR-TO-DATE

	FY 15 MONTH ACTUAL	FY 14 MONTH ACTUAL	FY 14 - 15 SAME MONTH COMPARISON	FY 15 YEAR-TO-DATE ACTUAL	FY 14 YEAR-TO-DATE ACTUAL	FY 14 - 15 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 26,900,092	$ 25,661,213	$ 1,238,879	$ 53,975,763	$ 50,746,419	$ 3,229,344
TOLLS COLLECTED VIA UTN'S	753,999	601,387	152,612	1,515,566	1,201,126	314,440
FEES COLLECTED VIA UTN'S AND UTC'S	386,400	339,217	47,183	681,173	579,626	101,547
TRANSPONDER SALES	4,139	10,739	(6,600)	9,482	31,294	(21,812)
OTHER OPERATING	120,193	101,689	18,504	142,711	127,466	15,245
INTEREST	160,454	32,871	127,583	323,649	165,601	158,048
MISCELLANEOUS	76,920	73,027	3,893	164,214	154,912	9,302
TOTAL REVENUES	28,402,197	26,820,143	1,582,054	56,812,558	53,006,444	3,806,114
O M & A EXPENSES						
OPERATIONS	2,690,492	3,351,011	(660,519)	4,180,125	4,720,102	(539,977)
MAINTENANCE	518,690	831,569	(312,879)	600,299	904,157	(303,858)
ADMINISTRATION	473,042	441,102	31,940	800,057	753,279	46,778
OTHER OPERATING	199,083	161,162	37,921	199,083	161,162	37,921
TOTAL O M & A EXPENSES	3,881,307	4,784,844	(903,537)	5,779,564	6,538,700	(759,136)
NET REVENUES BEFORE DEBT SERVICE	24,520,890	22,035,299	2,485,591	51,032,994	46,467,744	4,565,250
COMBINED NET DEBT SERVICE	11,942,059	11,907,346	34,713	23,877,152	23,797,415	79,737
NET REVENUES AFTER DEBT SERVICE	$ 12,578,831	$ 10,127,953	$ 2,450,878	$ 27,155,842	$ 22,670,329	$ 4,485,513

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

TAB 4

Central Florida Expressway Authority
Budgeted Flow of Funds - Including Subordinate Payments
On a Cash Flow Basis (Includes Capitalized Items)

	Years Ended June 30,				
	Actual 2013	Budget 2014	Budget 2015	From FY 2014 Budget	
Revenues:					
Tolls	$291,328,375	$299,300,000	$317,500,000	18,200,000	6%
Tolls Collected via UTN's	6,835,856	4,500,000	7,100,000	2,600,000	58%
Fees Collected via UTN's and UTC's	3,337,816	3,072,880	4,080,000	1,007,120	33%
Transponder sales	274,176	78,674	43,200	(35,474)	-45%
Other Operating	1,040,433	1,067,308	1,182,836	115,528	11%
Interest	2,161,620	1,339,709	1,227,610	(112,099)	-8%
Miscellaneous	830,943	877,609	918,153	40,544	5%
Total revenues	305,809,219	310,236,180	332,051,799	21,815,619	7%
Expenses:					
Operations	34,078,093	36,687,560	38,051,900	1,364,340	4%
Maintenance	13,595,529	14,814,685	15,487,997	673,312	5%
Administrative	5,995,796	6,745,779	7,091,671	345,892	5%
Other Operating	2,629,719	3,381,684	2,800,000	(581,684)	-17%
Total expenses	56,299,137	61,629,707	63,431,568	1,801,861	3%
Debt service payments	131,957,264	142,261,790	140,086,304	(2,175,486)	-2%
Subordinate Lien (SIB Loan)	5,375,000	10,313,400	10,187,500	(125,900)	-1%
General Reserve subordinate payments	20,000,000	20,000,000	20,000,000	-	0%
SunTrust Bank Loan Payment	824,281	1,399,722	1,399,722	-	0%
Renewal and Replacement Reserve	-	-	20,000,000	20,000,000	
OM&A Capital Expenditures & Projects	594,001	487,400	1,118,670	631,270	130%
Net Available for System Projects	**$ 90,759,536**	**$ 74,144,161**	**$ 75,828,035**	**$ 1,683,874**	**2%**

Central Florida Expressway Authority
Calculation of the Composite Debt Service Ratio, as Defined by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Years Ended June 30,			
	Actual 2013	Budget 2014	Budget 2015	Change % From FY 2014 Budget
Revenues:				
Tolls	$291,328,375	$299,300,000	$317,500,000	6%
Tolls Collected via UTN's	6,835,856	4,500,000	7,100,000	58%
Fees Collected via UTN's and UTC's	3,337,816	3,072,880	4,080,000	33%
Transponder sales	274,176	78,674	43,200	-45%
Other Operating	1,040,433	1,067,308	1,182,836	11%
Interest	2,161,620	1,339,709	1,227,610	-8%
Miscellaneous	830,943	877,609	918,153	5%
Total revenues	305,809,219	310,236,180	332,051,799	7%
Expenses:				
Operations	34,083,290	36,687,560	38,051,900	4%
Maintenance	13,595,529	14,814,685	15,487,997	5%
Administrative*	5,530,287	6,110,310	6,419,966	5%
Other Operating	2,629,719	3,381,684	2,800,000	-17%
Total expenses	55,838,825	60,994,239	62,759,863	3%
Add deposits into OMA reserve	367,301	303,449	206,447	-32%
Less advances for operations and maintenance expenses received from the FDOT	(2,771,420)	(8,556,379)	(8,706,666)	2%
Net expense	53,434,706	52,741,309	54,259,644	3%
Net revenues, as defined, plus payments received from the FDOT	252,374,513	257,494,871	277,792,155	8%
Senior debt service payments**	131,957,264	139,757,238	138,569,317	-1%
Subordinate Lien (SIB Loan)	5,375,000	10,313,400	10,187,500	-1%
General Reserve subordinate payments	20,000,000	20,000,000	20,000,000	0%
SunTrust Bank Loan Payment	824,281	1,399,722	1,399,722	0%
Total debt payments plus FDOT repayments	158,156,545	171,470,360	170,156,539	-1%
County gas tax pledge	8,334,164	8,250,000	8,500,000	3%
Subordinate debt service ratio of net revenues to total debt payment	**1.60**	**1.50**	**1.63**	**8.7%**
Senior debt service ratio of net revenues to debt service	**1.91**	**1.84**	**2.00**	**8.8%**
Debt service ratio of total pledged revenues to debt service***	**1.98**	**1.90**	**2.07**	**8.7%**

* The Construction Administration and Plans Production cost centers will be allocated to all construction in progress projects at the end of the year and thus are not included here.

** Per Bond Resolution Calculation.

*** This calculation applies to the 1990 Series bonds, which are covered by the County's gas tax pledge. The 2003D, 2007A, 2008B, 2010A, 2010B, 2010C, 2012, 2013A and 2013B series bonds are not covered by this pledge.

TAB 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: September 30, 2014

SUBJECT: Consent to Sublease of Parking Lot at Former OOCEA Administration Building

---

CFX has received a request from Dr. Phillips Performing Arts Center ("DPAC") for its consent to a Sublease by Delaney OB/GYN, CFX's tenant, of the parking lot at the former OOCEA Administration building located at 525 S. Magnolia Avenue to DPAC.

DPAC desires to use sixty one spaces of the parking lot to facilitate valet parking during performances at the new Performing Arts Center.

Consent was previously given in June by the former OOCEA Board, however, the lease was subsequently revised and now requires a second consent; this time from CFX.

CFX will not share in the rental because the original lease allows Delaney OB/GYN continuous occupation of the premises. The rent paid to CFX (currently $20,178.67 per month) is fair market value predicated on uninterrupted use. All remaining issues such as liability, insurance and indemnification of CFX are adequately addressed in the Sublease.

Staff recommends approval and authorization for the Interim Executive Director to execute the Consent to Sublease. Mr. Ellery Brown, Vice President of Theater Operations will be in attendance to answer questions from the Board.

JLP/ml
Enclosures: DPAC letter of September 23, 2014
Sublease and CFX Consent

cc: Joseph A. Berenis
Laura Kelley

dr. phillips center
FOR THE PERFORMING ARTS

155 e. anderson street
orlando, florida 32801
p 407 839 0119
f 407 839 0116

TRANSMITTAL VIA E-MAIL
September 30, 2014

Mr. Joseph Passiatore
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Mr. Passiatore:

Please find attached pages 12 and 13 from the Dr. Phillips Center/Women's Care of Central Florida sub lease with the requested changes initialed by both parties.

Also, please find attached a letter from the Dr. Phillips Center's insurance broker certifying that a certificate of insurance will be issued to Women's Care of Central Florida and the Central Florida Expressway Authority once the Center binds new coverage on November 1, 2014.

The Center is finishing its negotiations with Bags, Inc for the operation of the valet. Language has been added that makes it the responsibility of Bags to maintain the valet use properties (including the Women's Care of Central Florida property) free of debris and trash whenever the property is used for valet parking.

I look forward to meeting you at the October 9th board meeting.

Regards,

Ellery J. Brown
Vice President, Operations

Enclosure(s)

BB&T Insurance Services
Global Resources — Client Focused

J. Rolfe Davis Insurance

850 Concourse Parkway South, Suite 200
Maitland, FL 32751-6141
Main (407) 691-9600
Toll Free (800) 896-0554

To Whom it May Concern

September 29, 2014

Re: Dr. Phillips Center for the Performing Arts

BB&T/J. Rolfe Davis Insurance is the insurance agent/broker for the Dr. Phillips Center for the Performing Arts.

This letter is to certify that a certificate of Insurance will be issued to Women's Care of Central Florida and the Central Florida Expressway Authority (CFX) pursuant to Section 7 of the sublease upon binding coverage for the Dr. Phillips Center which is expected on November 1, 2014.

Sincerely,

Peter J. Brennan, Vice President

dr. phillips center
FOR THE PERFORMING ARTS

[illegible]

September 23, 2014

Mr. Joseph Passiatore
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Mr. Passiatore,

In June of 2014 the Dr. Phillips Center for the Performing Arts provided the (then) Orange County Expressway Authority with a sublease agreement with the Delaney OB/Gyn group for landlord approval. This agreement had been negotiated between the Center and Delaney OB/Gyn prior to seeking OCEA approval, however Delany OB/Gyn decided to adjust the agreement upon further advice from their counsel.

Please find attached the final, executed agreement between the Dr. Phillips Center for the Performing Arts and Delaney OB/Gyn executed by both parties.

The revisions to the originally submitted agreement and the one attached include:

- Deleted landlord representation as to fitness for intended use and added explicit as-is language (Sections 2 and 13);
- Made any required alterations arising from tenant's use the responsibility and expense of tenant (Section 6);
- Made the 30 day cure period a fixed period without extension where otherwise reasonably required due to the nature of the cure (Section 11);
- Made it clear that this sublease may be immediately terminated upon termination of rights under master lease (Section 11);
- Deleted tenant's rent abatement rights under the previously enumerated force majeure and market-issue scenarios (Section 15);
- Prescribed a 200% holdover rental rate (Section 16);
- Prohibited assignment and subletting without landlord's consent (Section 17);
- Added indemnification of landlord and limitation of landlord liability provisions (Section 20); and

- Added other miscellaneous clauses (Radon, brokers, attorneys' fees and jury trial waiver) (Sections 23 – 26).

Please accept my apologies at the delay in getting this revised document to you, the revisions came as a surprise to the Center and the good doctors of Delaney OB/Gyn had many other priorities over getting this document executed and approved. Also, please be advised that in September the Center selected Bags, Inc. as the operator for the Center's valet.

I understand re-approval of the sublease may occur at the October 9th board meeting. I have included two consent forms for signature (for both the Central Florida Expressway authority and the Orlando-Orange County Expressway Authority) as well as the fully executed original for your files. The Center will send the required certificate of insurance as required by Section 7 of the Agreement as soon as it arrives.

Thank you,

Ellery J. Brown
Vice President, Theater Operations

Enclosure(s)

SUBLEASE

THIS SUBLEASE, dated this 10th day of ~~June~~ August, 2014, for reference purposes only and entered into by and between **Women's Care Florida, LLC**, a Florida limited liability company, d/b/a Delaney OB/GYN, (Federal Tax ID#:59-3443182), hereinafter referred to as **"Landlord"**, and **Dr. Phillips Center for the Performing Arts, Inc.**, a Florida not-for-profit corporation (Federal Tax ID#: 20-0695917), hereinafter referred to as **"Tenant"**;

W I T N E S S E T H:

WHEREAS, Landlord is the sole lessee of certain real estate hereinafter described as the Parking Lot adjacent to Women's Care Florida, Delaney OB/GYN, located at 525 South Magnolia Ave Orlando, FL 32801, as more fully described in ***Exhibit A*** hereto, together with improvements thereon and with all appurtenances thereto, including, but not limited to, the right of ingress and egress by motor vehicles and pedestrians to and from said property, but excluding therefrom all off-site improvements (the **"Leased Premises")**, pursuant to that certain Lease Agreement dated November 18, 2010 (the **"Master Lease")** between Landlord and Orlando-Orange County Expressway Authority **("Master Landlord")**; and

WHEREAS, Landlord desires to sublease the Leased Premises to Tenant, and Tenant desires to sublease the Leased Premises from Landlord for use as a valet parking lot for the Dr. Phillips Center for the Performing Arts located at 445 South

Magnolia Avenue, Orlando, FL 32801 (the **"Center");**

WHEREAS, Landlord has secured consent from Master Landlord as a required pre-condition to sublease the Leased Premises to the Tenant.

NOW THEREFORE, in consideration of the covenants, agreements, and conditions set forth herein, Landlord and Tenant hereby covenant and agree as follows:

1. **DEMISE OF PREMISES.** Landlord demises and leases to Tenant for the term and upon the covenants, agreements, and conditions set forth herein, the Leased Premises.

2. **CONDITION.** Landlord warrants that at the date of commencement of the lease term the Leased Premises shall be in good condition and repair. Otherwise, the Tenant accepts the Leased Premises **AS IS.** Notwithstanding any provisions herein, Tenant shall not be responsible or liable for the removal of any toxic or hazardous substances in or upon the Leased Premises or for their disposal, or for any cost or expense related to the existence of any underground storage tanks, including any discharge of any substance therefrom.

3. **USE.** The Leased Premises shall be used by Tenant as an attended or unattended parking facility for motor vehicles and for such other purpose or purposes as may be incidental thereto during the periods specified in the last paragraph of this Section (the "Permitted Hours"). Further, parking will be permitted only

for events and performances at the Center and no other purposes. Tenant shall be authorized without further consent of Landlord, pursuant to separate contract(s) between Tenant and the relevant operator(s), to retain a valet parking operator to operate the valet services for the Center on the Leased Premises. Tenant covenants and agrees that it will not use, or suffer or permit any entity to use the Leased Premises for use in violation of any federal, state or local law or ordinance of any government body having jurisdiction over the Leased Premises. Tenant shall not use or permit any other entity to use any portion of the Leased Premises for the storage, treatment, or disposal of any toxic or hazardous substances. Tenant shall have the right to erect, or to allow to be erected, at its expense, a temporary sign, or signs, to place upon the Leased Premises it deems necessary for conducting business upon the Leased Premises in accordance with the uses and purposes provided herein, in compliance with all applicable signage laws, ordinances, and regulations. Tenant agrees to remove all signs after the Permitted Hours.

Said use shall be limited to only those days when there are any events or performances at the Center requiring the use of valet in Tenant's sole discretion (each a **"Performance Day"**, which term shall exclude days on which there is an event or performance at the Center but during which Tenant elects, in Tenant's sole discretion, not to use the Premises for valet operations). On any Performance Day, use shall be limited to the following time

periods: 1) From 5:30 PM to 12:00 Midnight for any Weekday Events or Performances (Monday through Friday) and, 2) From 12:00 Noon to 12:00 Midnight for any Weekend Events or Performances (Saturday and Sunday). Any vehicles remaining on the Leased Premises after the Permitted Hours may be removed by Landlord at Tenant's sole cost and expense.

4. **TERM.** The Leased Premises are hereby demised and leased unto Tenant for an initial term of five (5) years, commencing on October 1, 2014, and upon expiration of the five (5) year term, the term of this Sublease shall automatically be extended from year to year thereafter unless either party notifies the other in writing that the lease term shall not automatically be extended, which notice shall be delivered no less than sixty (60) days prior to the end of the initial five (5) year term or the end of the then current lease year of any automatic extension period, as applicable. Notwithstanding the term of this Sublease as herein provided, this Sublease may be terminated at any time as hereinafter provided.

5. **RENT.** In consideration hereof, the Tenant covenants and agrees to pay to Landlord, at the office of the Landlord, Women's Care Florida, Delaney OB/GYN 525 South Magnolia Ave Orlando, FL 32801, or such place as Landlord may from time to time designate in writing, the rent for the Leased Premises set forth in this section. Commencing with the first month of the term

of this Sublease, Tenant shall pay to Landlord as the fixed rent hereunder the sum of six hundred ten dollars ($610.00) per Performance Day in which the Leased Premises have been used by the Tenant for valet parking, for the use of 61 marked stalls. Tenant shall also pay all sales, use and other taxes applicable to the amounts payable to Landlord under this Sublease. The Tenant shall provide a monthly report documenting the use of the Leased Premises and shall provide payment based on the number of Performance Days the Leased Premises have been used. Each monthly payment shall be mailed within 10 business days after the first day of each and every calendar month.

On an occasional basis, limited to no more than twelve (12) Performance Days per year, Landlord may notify Tenant that Landlord intends to use a portion of the Leased Premises for parking of no more than ten (10) vehicles per occurrence and will provide Tenant notice of no less than 7 business days for this use. Tenant will accommodate this use with no reduction of the fixed rent due for that Performance Day.

6. **MISCELLANEOUS COVENANTS.** Tenant shall pay, at its sole cost and expense, for any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities, or other similar governmental requirements, relating to or arising from Tenant's use of the Leased Premises. Landlord represents and warrants that

it has received no notices of claimed violations of laws, ordinances or regulations relating to the Leased Premises which have not been complied with.

Tenant hereby gives and grants to Landlord, and to its authorized representatives, the right to inspect the Leased Premises from time to time and to enter the Leased Premises for the purpose of making repairs thereto at any time, provided that Landlord makes all reasonable effort to avoid interference with Tenant's use of the Leased Premises.

7. **INSURANCE.** Tenant and its parking operator shall procure and keep in force during the term of this Sublease a comprehensive or commercial general liability insurance policy with a company licensed to do business in the State of Florida and rated A:XII or better in the "Best's Key Rating Guide" with a combined per occurrence limit of a minimum of one million dollars ($1,000,000.00) for bodily injury and property damage covering Tenant's operations on the Leased Premises. Such insurance policy shall be endorsed to provide for not less than ten (10) days' written notice to Landlord and Master Landlord prior to termination of coverage and/or before any material changes are made which restrict or reduce the coverage provided for or change the name of the insured. Tenant shall also provide workers' compensation coverage in accordance with applicable laws. Except for workers' compensation coverage, Landlord and Master Landlord shall be named

additional insureds on such policies and Landlord shall be furnished with a Certificate of Insurance evidencing such coverage.

8. **TAXES AND UTILITIES**. Landlord agrees to pay any and all real estate taxes and assessments levied upon or assessed against the Leased Premises as they become due. Tenant will not use any utilities provided at the Leased Premises.

9. **PERMITS AND LICENSES**. Tenant agrees to procure, or ensure that its valet operator procures, any and all permits or licenses necessary for the valet operations at the Leased Premises, and Landlord agrees to assist Tenant and its valet operator in obtaining such permits or licenses if such assistance is necessary. Tenant shall have the option to terminate this Sublease if it, or the valet operator, as applicable, is unable to obtain the required permit or license to operate within ninety (90) days after the execution of this Sublease or commencement of this term, whichever is the later. If this Sublease is not so terminated, the rent required by Section 5 shall abate until such time as the required permit or license is obtained.

10. **WASTE AND IMPROVEMENTS.** Tenant covenants and agrees that it will not commit or suffer any waste in the Leased Premises and that it will not make or construct any improvements or additions on or over the Leased Premises without the written consent of Landlord.

11. **DEFAULT.** Either party shall have the right to terminate and end this Sublease upon the breach by the other party of any of the covenants, terms, and conditions hereof, provided the breaching party receives notice of existence of such breach and fails to remedy such breach within thirty (30) days after notice thereof is received. Landlord also has the right to terminate and end this Sublease in the event Tenant files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership, or assignment for the benefit of creditors or an involuntary petition or similar proceeding for bankruptcy, insolvency or receivership is filed and the involuntary petition or proceeding is not dismissed within 30 days of filing. Furthermore, either party may terminate this Sublease immediately without liability to the other party, if the Master Lease is terminated or Landlord no longer has the right to use the Leased Premises.

12. **NOTICES.** Any notices or communications required to be given to or by or served upon the respective parties hereto may be so given or served by mailing the same, properly addressed and stamped, to such party or parties or their designees by United States registered or certified mail. Until new addressed shall be given, the names and addresses of the parties for the purpose of such notices or communications and for any other purpose shall be:

As to Landlord: Women's Care Florida,
Delaney OB/GYN
525 South Magnolia Ave
Orlando, FL 32801

As to Tenant: Dr. Phillips Center for
the Performing Arts
455 S Orange Ave #700
Orlando, FL 32801

13. **PEACEABLE POSSESSION.** Landlord hereby warrants and represents that it has the authority to lease the Leased Premises and to execute this Sublease. Landlord further covenants and agrees that Tenant, upon performing and quietly observing the terms and conditions of this Sublease, may peacefully hold and enjoy the Leased Premises during said term without any interruption by Landlord, it successors or assigns, or any person or company lawfully claiming by or through it except for Master Landlord under the terms of the Master Lease.

Landlord agrees to save, indemnify, and hold harmless Tenant from any and all actions, causes of actions, claims, losses, damages, costs, and liabilities arising out of Landlord's prior use and/or in connection with the cancellation and/or termination of any lease or tenancy of the Leased Premises prior in point of time to this Sublease.

14. **SURRENDER.** Upon termination of the term of this Sublease by lapse of time or otherwise, Tenant agrees that it will immediately surrender and deliver up to Landlord physical possession of the Leased Premises, together with all improvements

and appurtenances in connection therewith, in good condition, reasonable wear and tear and damage by fire, the elements, and any other cause not directly attributable to the negligence of Tenant its invitees or valet parking operator excepted. Nothing contained herein shall prohibit Tenant upon termination of this Sublease by lapse of time or otherwise from removing its personal property, including trade fixtures and signage, from the Leased Premises. Tenant will repair any damage which may be occasioned to the Leased Premises by Tenant's removal of its personal property, trade fixtures, and signage from the Leased Premises.

15. **[INTENTIONALLY OMITTED.]**

16. **HOLDING OVER**. In the event that Tenant shall hold over after expiration of the term of this Sublease with the consent, express or implied, of Landlord, such holding over shall be deemed merely a tenancy from month to month on the same terms, covenants, and conditions so far as applicable and subject to the same exceptions and reservations as herein contained, until such tenancy is terminated in a manner prescribed by law, provided that the rent for the Leased Premises will be 200% of the rent immediately preceding the expiration or termination of this Sublease. Landlord's acceptance of any rent after holding over begins shall not operate to renew this Sublease. This provision does not waive Landlord's rights of reentry or any other right hereunder.

17. **PARTIES, SUCCESSORS, AND ASSIGNS.** Tenant may not assign this Sublease or sublease any of the Leased Premises without the prior written consent of Landlord. This Sublease shall be binding and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

18. **SECURITY.** Landlord expressly acknowledges that Tenant's obligation in connection with the use of the premises granted hereunder, does not include the rendition of advise, supervision, or furnishing of personnel in connection with the personal safety and security of patrons within and about the designated area during the designated hours. Tenant acknowledges and agrees that Landlord has no obligation to advise, supervise or furnish personnel in connection with personal safety or security of Tenant, any valet parking operator Tenant may engage or their respective guests or invitees. Landlord will not be liable for damage to persons or property of Tenant or others or the loss or damage to any property of Tenant or others (including any valet parking operator Tenant may engage or any guests or invitees of Tenant or any valet parking operator).

19. **NO DUTY TO A PERSON NOT A PARTY.** Nothing in this Sublease shall be construed to create any duty to, any standard of care with reference to, or any liability to anyone not a party, including Master Landlord, except as otherwise expressly provided herein.

20. **INDEMNIFICATION; LIMITATION OF LIABILITY.**

(A) Tenant agrees to and does hereby release, defend, indemnify and hold harmless Landlord and Master Landlord (including any agent, manager, member, employee or patient of Landlord and Master Landlord) harmless from and against any and all suits, claims, actions, liability, or demands of all persons whomsoever for damages, fines, penalties and the cost and expenses, including reasonable attorneys' fees and expenses for the defense thereof, arising from or out of (be it directly or indirectly): (i) the conduct or use of the Leased Premises by Tenant or any valet parking operator it may engage; (ii) any default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Sublease; (iii) any act or negligence of Tenant or any agent, contractor, servant, guest, invitee or employee of Tenant (including any valet parking operator engaged by Tenant) in or about the property leased to Landlord under the Master Lease (the "Property") or any part thereof, including the Leased Premises; and (iv) any liability from any person on account of any damage to person or property arising out of any use, misuse, abuse, neglect or failure to exercise due care in and about the Property or the Leased Premises by Tenant or any valet parking operator it may engage, including without limitation Tenant's failure to keep the Leased Premises in safe condition (and including any liability from the removal by Landlord of vehicles from the Leased Property after the Permitted Hours). The

obligation to indemnify includes losses and claims from subrogation to Tenant's insurance carriers. The foregoing indemnification shall not apply to injury, loss or damage proximately caused by the negligence or willful misconduct of Landlord, unless such injury, loss or damage is covered by insurance Tenant is required to provide. This obligation to indemnify includes reasonable attorneys' fees and costs (together with such fees and costs on appeal) and investigation costs and all other reasonable costs, expenses and liabilities. The indemnification obligations in this Section will survive the expiration or termination of this Sublease.

(B) Landlord shall not be responsible or liable to Tenant for any defect or failure, latent or otherwise, in (or any act or omission in the construction of) the Leased Premises or any other portion of the Property.

7 (C) Master Landlord shall be considered a third party beneficiary of this sublease for purposes of tenant's obligation to indemnify under this section

21. **LIABILITY OF LANDLORD**. Landlord shall not have any liability to Tenant if the Leased Premises are unavailable, in whole or in part, due to casualty, destruction or damage to the Leased Premises, repair of the Leased Premises or construction, including any construction or use of the Leased Premises by the Master Landlord as permitted under the Master Lease, or because any portion of the Leased Premises has been taken, appropriated or condemned under the power of eminent domain or any settlement relating to or in lieu of the exercise of the power of eminent

domain. In the event a portion of the Leased Premises shall be so taken, appropriated or condemned, then the rent payable by Tenant under this Sublease will be proportionately abated.

22. **ENTIRE AGREEMENT**. This Sublease constitutes the entire agreement between the parties hereto. This Sublease is not subject to modification except in writing and contains the entire agreement of the parties with respect to the matters covered in this Sublease and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Sublease shall be binding or valid. Therefore, Tenant shall not be deemed to have assumed any obligations of Landlord under the Master Lease except as explicitly set forth in this Sublease.

23. **RADON GAS**. Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health department.

24. **BROKERS**. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees and costs through the trial and appellate levels) for any compensation, commissions or charges

claimed by any realtor, broker, or agent claiming by or through Tenant in connection with this Sublease.

25. **ATTORNEYS' FEES**. If either party initiates or is made a party to legal proceedings (whether judicial, declaratory, in arbitration or otherwise) in connection with this Sublease, then the non-prevailing party in those proceedings will pay the costs and reasonable attorneys' fees, including the costs and reasonable attorneys' fees of appellate and/or bankruptcy proceedings, incurred by the prevailing party.

26. **WAIVER OF JURY TRIAL** TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WIAVE THE RIGHT ANY OF THEM OR THEIR SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD ACCEPTING THIS LEASE.

IN WITNESS WHEREOF, the parties hereto set their hands the ay and year as hereinafter set forth by their duly authorized representative.

WITNESSES:

Print name: HENRY H. NEELY

Print name: DARLENE JOZWIAK

LANDLORD: **Women's Care Florida, LLC,** a Florida limited liability company

By:

Print name: IGNACIO ARMAS

Title: PRESIDENT

Date: 8/7/14

WITNESSES:

Print name: Beth Guba Schaan

Print name: Ellery J. Brown

TENANT: **Dr. Phillips Center for the Performing Arts, Inc.,** a Florida not-for-profit corporation

By: Katherine Rowsberger

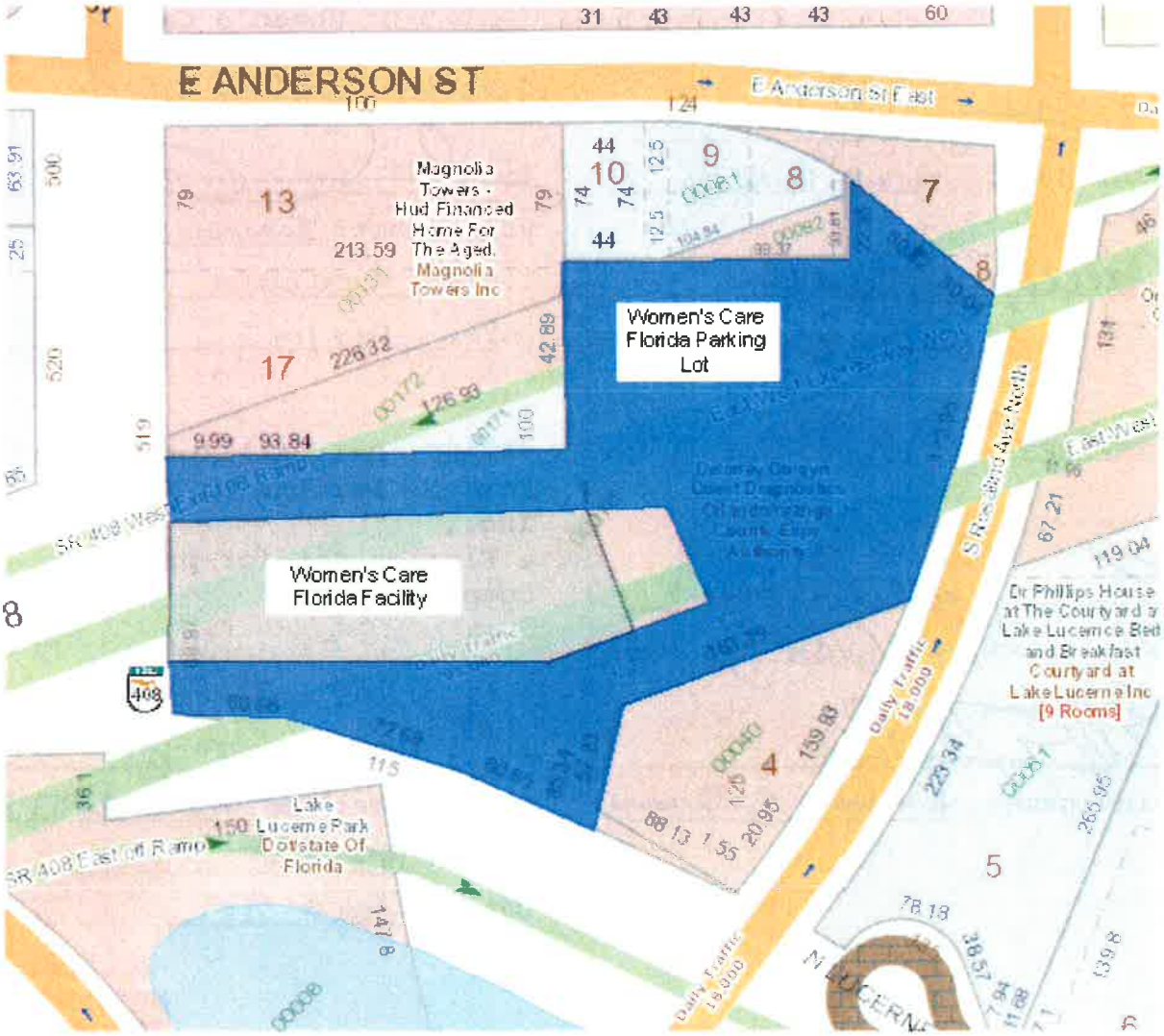
Print name: Katherine Rowsberger

Title: President

Date: 1 August 2014.

EXHIBIT A

[Insert Schematic Showing Parking Lot]



CONSENT TO SUBLEASE

By its execution below, Central Florida Expressway Authority **("Master** Landlord"), consents to the above Sublease between **Women's Care Florida**, LLC, a Florida limited liability company ("Sublandlord"), and Dr. **Phillips** Center for the Performing Arts, Inc., a Florida not-for-profit corporation ("Subtenant"), on the express conditions that: (i) Sublandlord will remain liable for the performance of each and every one of its obligations under the Lease Agreement between Sublandlord and Master Landlord dated November 18, 2010 (the **"Master Lease")** as set forth in Section 24 of the Master Lease, (ii) this Consent will not be deemed a consent to any subsequent sublease, but rather any subsequent sublease (or assignment of the Sublease Agreement) will require the consent of Master Landlord pursuant to Section 24 of the Master Lease, and (iii) Subtenant shall deliver to Master Landlord proof of all insurance required under Section 7 of the Sublease.

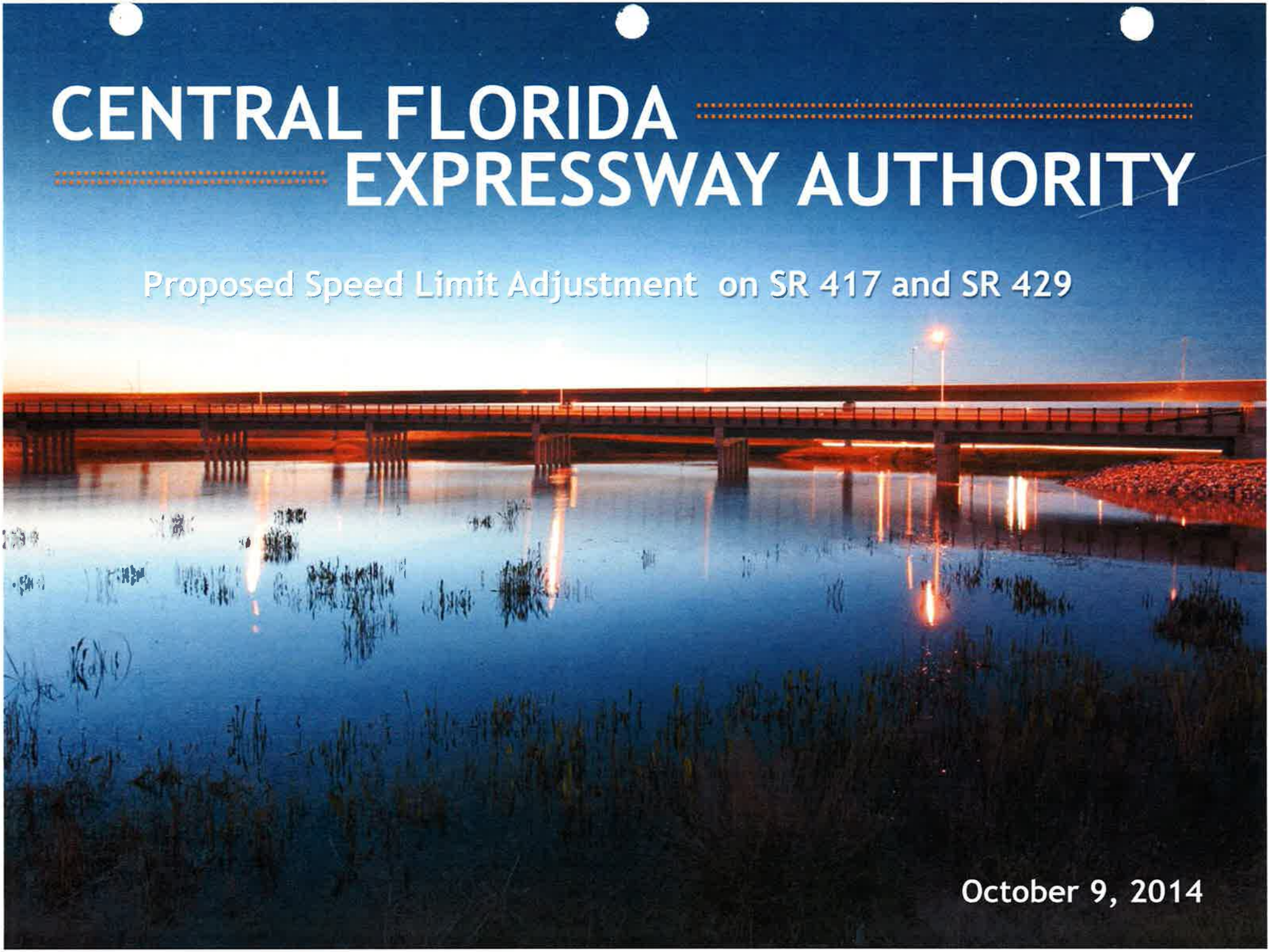
Central Florida Expressway Authority

By:_____

Print Name:_____

Date:_____

TAB 6


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Proposed Speed Limit Adjustment on SR 417 and SR 429
October 9, 2014

Overview

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

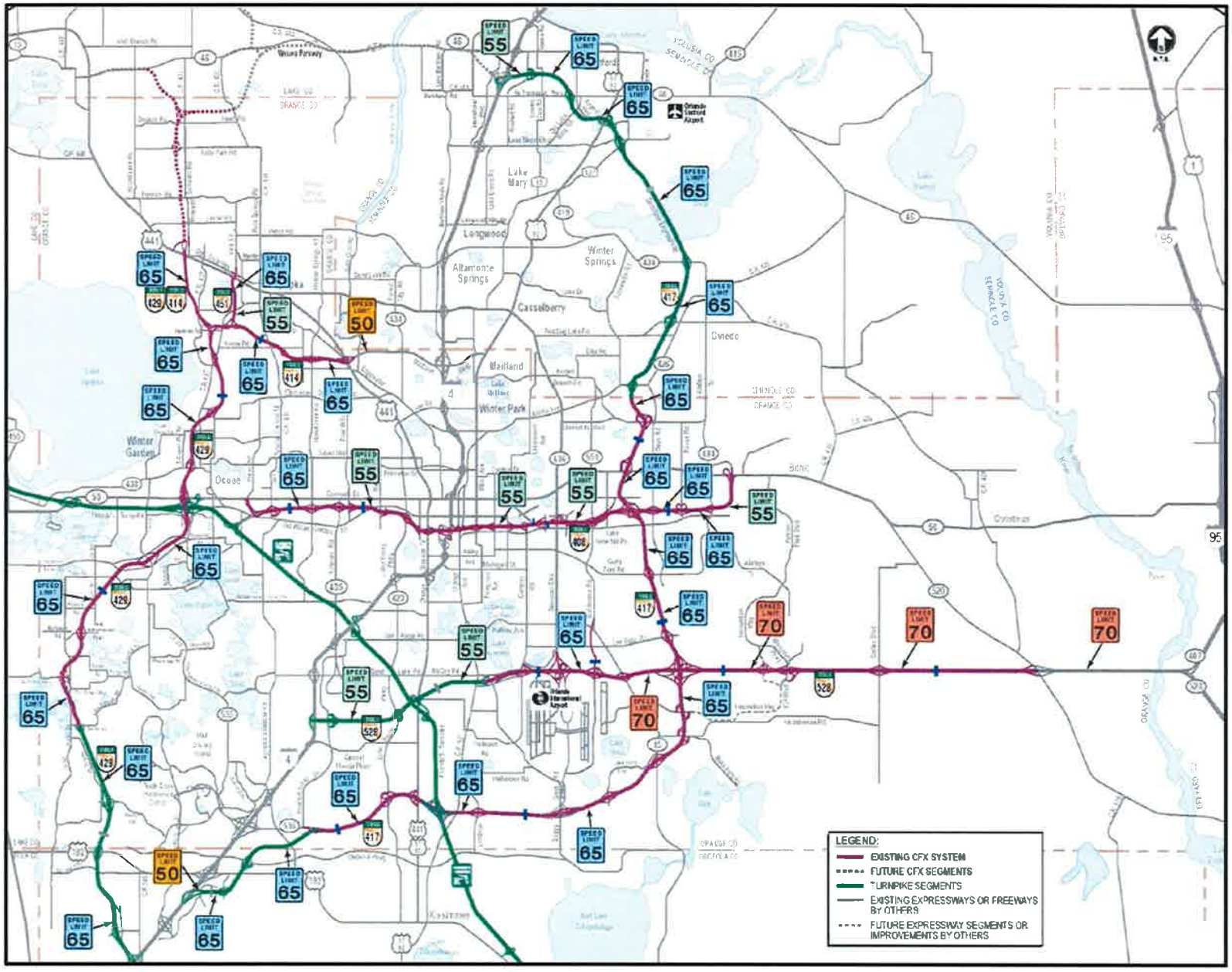
- Early 2013 OOCEA board requested speed study on various segments of our system

- Florida Statutes 316.187 describes the process for FDOT approval to modify speed limits; maximum allowable limit is 70 mph

Overview

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

- Study per Speed Zoning for Highway Zoning and Streets manual
- Traffic study submitted to FDOT and approved 8/21/14
- CFX speed limit adjustment occurred in 1997; speed limit on portions of SR 408 adjusted to 65 mph



Current Speed Limits

Study Considerations

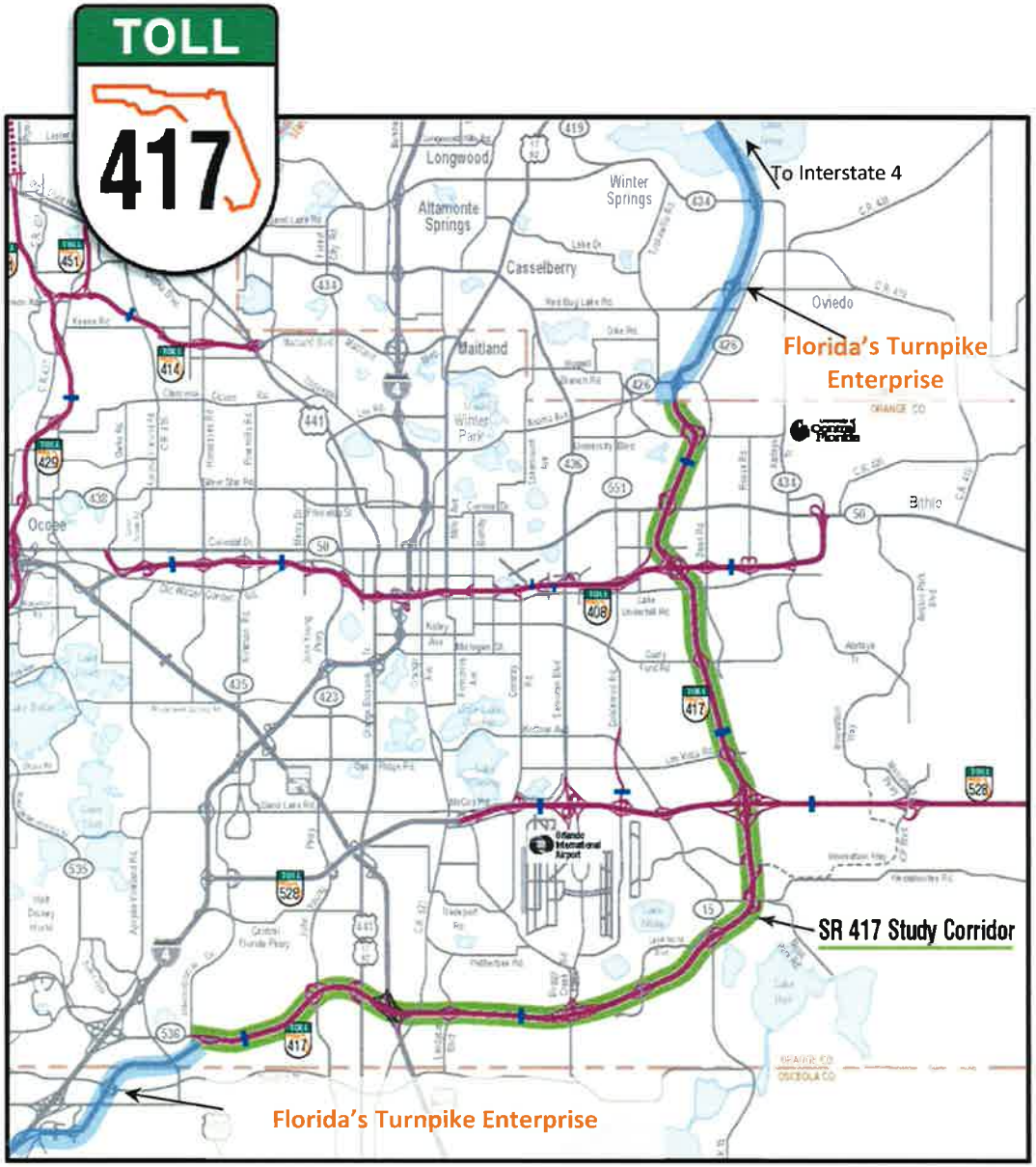
Collect and evaluate:

- Existing traffic volumes and speeds
- Accident history
- Roadway design criteria

Limit should reflect 85th percentile* of speeds traffic is traveling

*The speed at or below which 85 percent of all vehicles are observed to travel under free flow conditions past a specified point.

- From I-Drive to Seminole County Line
- Opened in phases: 1988 and 1993
- Current speed limit: 65 mph
- Roadway design criteria: 70 mph
- 85th percentile speed: 72-79 mph



- From Seidel Road to US 441
- Opened in phases:
  2000 and 2005
- Current speed limit:
  65 mph
- Roadway design criteria:
  70 mph
- 85th percentile speed:
  70-79 mph



Speed Limit Adjustment Coordination

- Florida's Turnpike Enterprise
  - Completed independent studies for their segments of SR 417 and SR 429
  - Consistent results; study recommends a change to 70 mph

- Florida Highway Patrol
  - Coordination throughout the study

Implementation Costs and Schedule

- 65 existing signs to be replaced/modified
- Estimated cost: $76,000
- 60-90 days to complete
- Public outreach
  - Customer Email
  - Traditional Media
  - Online Newsletters
  - Social Media

Requested Action

Staff requests Board approval to:

Adjust the speed limit from
65 mph to 70 mph
on CFX portions of SR 417 and SR 429

SPOT SPEED STUDY

For

SR 417 (Central Florida GreeneWay)

From

International Drive to the Orange County-Seminole County Line

(Milepost 0.000 to 20.017, Roadway ID 75-301-000)
&
(Milepost 0.000 to 11.501, Roadway ID 75-300-000)

Prepared for:
Orlando-Orange County Expressway Authority
Orlando, Florida



Prepared by:

ATKINS

Orlando, Florida

March 2014

ATKINS

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482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

March 28, 2014

Joseph A. Berenis, P.E.
Deputy Executive Director of Engineering
Operations & Maintenance
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807-1684

Re: **Spot Speed Study for SR 417 (Central Florida GreeneWay)**
From International Drive to the Orange County-Seminole County Line

Dear Mr. Berenis:

This is to certify that this report was prepared in accordance with the guidelines established in the Florida Department of Transportation (FDOT) Speed Zoning for Highways, Roads, and Streets Manual dated March 2010, the FDOT Manual of Uniform Traffic Studies (MUTS) Chapter 13 dated January 2000 and the 2009 Manual of Uniform Traffic Control Devices (MUTCD).

This report presents the results of a Spot Speed Study completed along the portion of the SR 417 (Central Florida GreeneWay) owned and operated by the Orlando-Orange County Expressway Authority (Authority) from the International Drive interchange to the Orange County-Seminole County line, a distance of approximately 31.518 miles. Comments from FDOT District 5 have been incorporated. Based upon the criteria discussed in the FDOT Speed Zoning Manual, the MUTS vehicle spot speed analysis & data collection, field operations, and engineering judgment, the following recommendation was developed:

- It is recommended to consider increasing the existing speed limit from 65 miles per hour to 70 miles per hour on the portion of the SR 417 owned and operated by the Authority in both the northbound and southbound directions from the International Drive Interchange to the Orange County-Seminole County line. This proposed increase in speed to 70 miles per hour is recommended due to meeting the 85th percentile speed and the upper limit 10 miles per hour pace criteria that is discussed in Chapter 9 of the FDOT Speed Zoning Manual.

Implementation of the recommended increase of the speed limit is subject to review and approval by the FDOT based on the Florida Statutes Sections 316.187 and 316.189.

Sincerely,



Stephen W. Austin, P.E.
Vice President

TABLE OF CONTENTS

SECTION 1 - OVERVIEW 1

INTRODUCTION 1

METHODOLOGY 1

SECTION 2 – SPOT SPEED STUDY 5

ROADWAY CLASSIFICATION & CONFIGURATION 5

TRAFFIC VOLUME DATA 7

CRASH ANALYSIS 7

SPOT SPEED ANALYSIS 8

SECTION 3 – CONCLUSION & RECOMMENDATION 10

APPENDICES 11

LIST OF FIGURES

Figure	Title	Page
1	Project Location Map	3
2	Speed Zone Map	4

LIST OF TABLES

Table	Title	Page
1	Existing Speed Zone Regulation Summary	6
2	Spot Speed Study Summary	9

SECTION 1 - OVERVIEW

INTRODUCTION

The Authority has performed a Spot Speed Study along SR 417 (Central Florida GreeneWay) from the International Drive Interchange at Exit 6, to the Orange County-Seminole County line, a distance of approximately 31.52 miles. This is from milepost 0.000 to milepost 20.017 of Roadway Section ID 75-301-000 and from milepost 0.000 to milepost 11.501 of Roadway Section ID 75-300-000. The existing speed limit within this corridor is 65 miles per hour the length of the corridor. A study corridor location map is shown in Figure 1 of this report. The existing speed limits throughout the Authority's roadways are shown in Figure 2.

Based on Florida Statutes Sections 316.187 and 316.189, any change and/or alterations in speed limits must be based on an engineering and traffic study that is used to assist in making the determination that any alterations to the existing speed limit are reasonable and in conformity to the criteria developed by the FDOT. In addition, any altered speed limits established solely on the basis of opinion are considered contrary to the intent of the 316.187 and 316.189 Florida Statutes.

For this Spot Speed Study, the analysis methods used in completing this study are consistent with the analysis methods set forth in the 2009 Manual of Uniform Traffic Control Devices (MUCTD), the FDOT Manual on Speed Zoning for Highways, Roads & Streets, dated March 2010, the FDOT Manual of Uniform Traffic Studies (MUTS) and engineering judgment. The remainder of this report documents the methodology, roadway configuration, collision/accident data, existing travel time data, spot speed analyses, and engineering recommendations.

METHODOLOGY

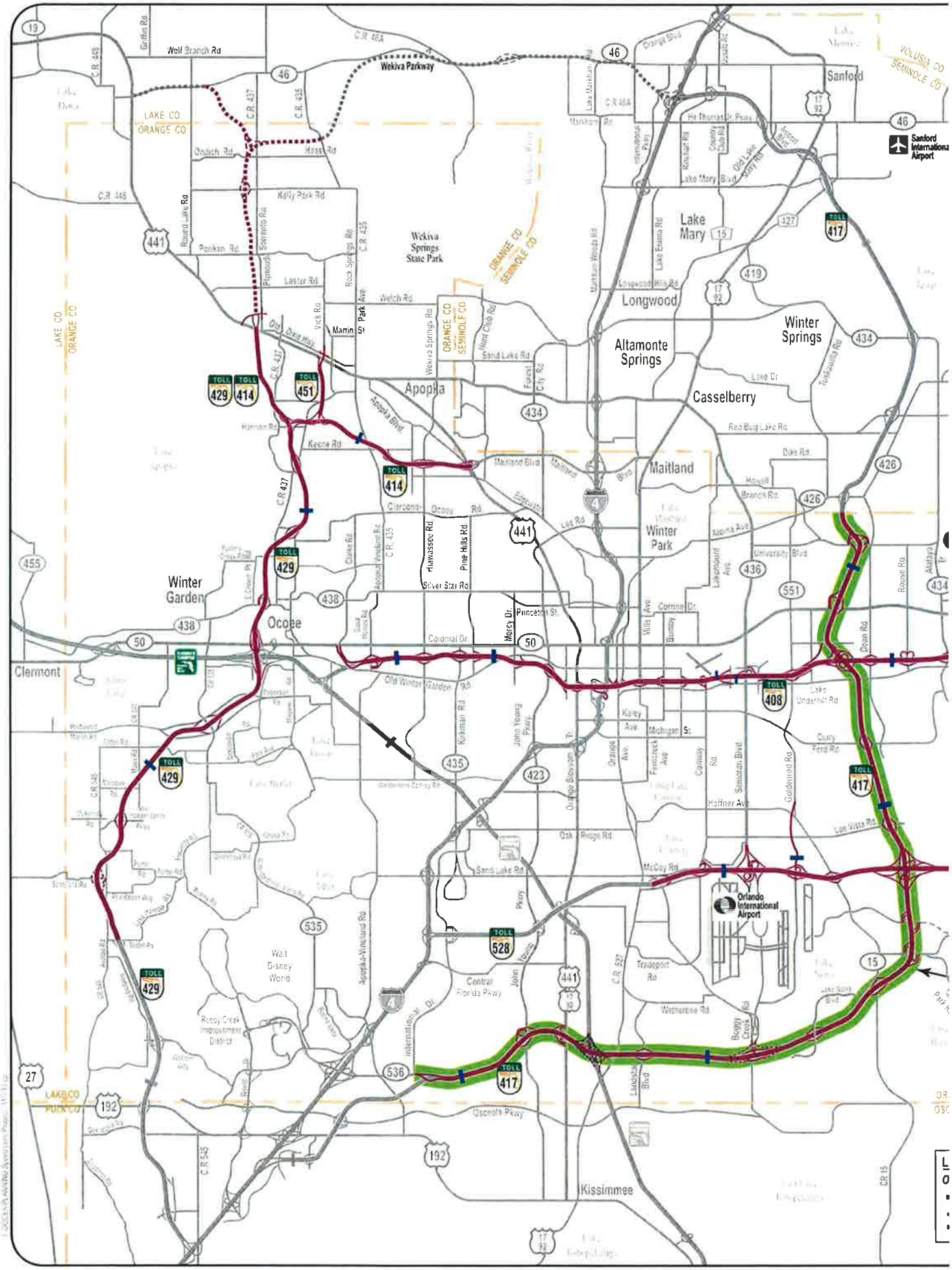
The methodology for performing the spot speed analysis for the proposed increase in speed along SR 417 (Central Florida GreeneWay) from the interchange of International Drive to the Orange County-Seminole County line is shown below:

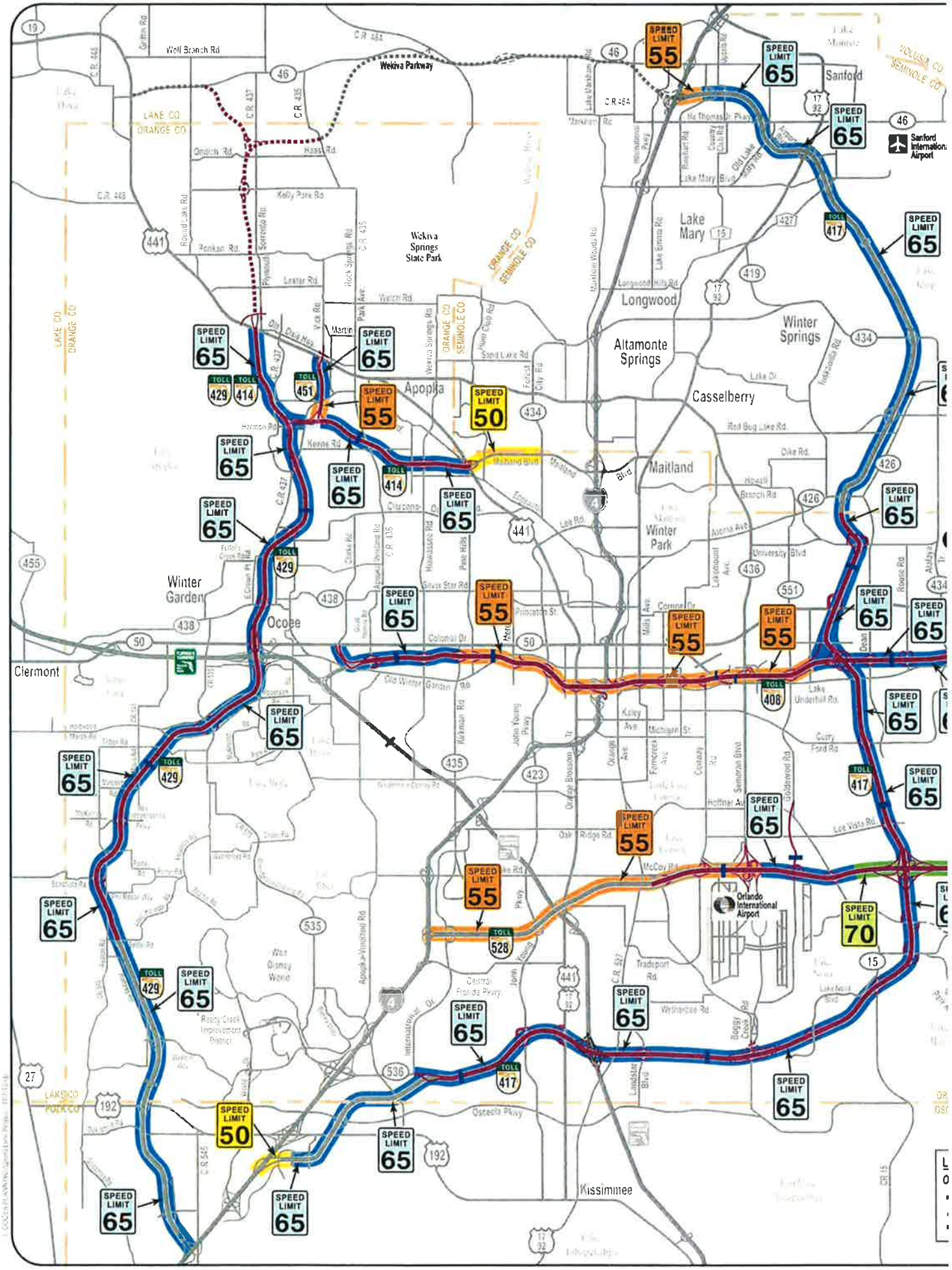
- Collect and review existing traffic volumes within the study corridor from the Authority's annual statistical manual.

- Collect and review collision/crash data within the study corridor from the appropriate agencies (FDOT, Florida Highway Patrol, and Orlando Police Department).

- Collect and review existing plans and record drawings to determine design speeds for the corridor.

- Complete spot speed study analysis for the study corridor from International Drive to the Orange County-Seminole County line based on the criteria described in the FDOT Speed Zoning Manual dated March 2010 and the FDOT Manual of Uniform Traffic Studies (MUTS) dated January 2000.


Wolf Branch Rd
Wekiva Parkway
LAKE CO
ORANGE CO
Sanford
VOLUSIA CO
SEMINOLE CO
Sanford International Airport
Lake Mary
Longwood
Altamonte Springs
Winter Springs
Casselberry
Wekiva Springs State Park
ORANGE CO
SEMINOLE CO
Apopka
Maitland
Winter Park
Winter Garden
Ocoee
Clermont
Orlando International Airport
Walt Disney World
Kissimmee
LAKE CO
POLK CO
Kelly Park Rd
Ponkan Rd
Welch Rd
Keene Rd
Maitland Blvd
Colonial Dr
Old Winter Garden Rd
Sand Lake Rd
McCoy Rd
Central Florida Pkwy
Osceola Pkwy
Lake Underhill Rd
Curry Ford Rd
Lake Nona Blvd
Boggy Creek Rd
Goldenrod Rd
Dean Rd
Pine Hills Rd
Hiawassee Rd
Silver Star Rd
Princeton St
Mercy Dr
Tradeport Dr
Wetherbee Rd
Lake Vista Rd
Oak Ridge Rd
Horatio Ave
Michigan St
Corrine Dr
Red Bug Lake Rd
Dike Rd
Howell Branch Rd
University Blvd
Lee Rd
Clarcona-Ocoee Rd
Hartzog Rd
Reedy Creek Improvement District
C.R. 437
C.R. 435
C.R. 439
C.R. 46A
C.R. 527
C.R. 545
441
46
17 92
15
27
192
50
408
417
429
414
451
528
535
536
423
434
436
426
419
327
455
438
551


Wolf Branch Rd
Wekiva Parkway
LAKE CO
ORANGE CO
Sanford
Sanford International Airport
Lake Mary
Wekiva Springs State Park
ORANGE CO
SEMINOLE CO
Longwood
Altamonte Springs
Winter Springs
Apopka
Casselberry
Maitland
Winter Park
Winter Garden
Ocoee
Clermont
Orlando International Airport
Kissimmee
SPEED LIMIT 65
SPEED LIMIT 55
SPEED LIMIT 50
SPEED LIMIT 70
TOLL 429
TOLL 414
TOLL 451
TOLL 417
TOLL 408
TOLL 528

SECTION 2 – SPOT SPEED STUDY

ROADWAY CLASSIFICATION & CONFIGURATION

SR 417 (Central Florida GreeneWay) is currently classified as an Urban Principal Arterial – Other Freeways & Expressway that provides an east-west movement in the southern part of the corridor and a north-south movement in the northern part of the corridor within Orange County, Florida.

SR 417 begins with an interchange with I-4 within Osceola County. The first six miles of SR 417, the Southern Connector Extension, were constructed and are owned and operated by the FDOT, Florida's Turnpike Enterprise (FTE). The portion of the SR 417 owned and operated by Authority begins at International Drive and extends to the Orange County-Seminole County line, a distance of 31.518 miles. This corridor is comprised of two FDOT Roadway Section IDs, 75-301-000 and 75-300-000. The lengths and limits within each are shown in Table 1. SR 417 becomes the Seminole Expressway, north of the Orange County-Seminole County line. The Seminole Expressway extends north and connects to I-4 in Sanford, FL.

SR 417 provides the eastern side of a circumferential beltway around Orlando. Major attractions in the area include the Orlando International Airport (OIA) and Disney World. SR 417 is also part of the State of Florida Strategic Intermodal Highway System (SIS) and a hurricane evacuation route for the east coast of Florida.

In addition to the connections to I-4 on each end, SR 417 has major interchanges with SR 528, east of the OIA and SR 408, east of downtown Orlando. The Authority has recently begun construction for a new interchange on SR 417 with Florida's Turnpike. The Authority is constructing the eastern movements to and from the SR 417 and southern movements to and from Florida's Turnpike. Also, improvements to the existing interchange at Boggy Creek Road are under construction. This improvement will provide additional access to OIA from the south. SR 417 within the Study Corridor is primarily a 4 and 6 lane limited access tolled facility with a posted speed limit of 65 miles per hour the entire length. The design speed based on record drawings within the limits of the study was found to be 70 miles per hour.

Table 1

S.R. 417 Central Florida GreeneWay (OOCEA Sections)

Existing Speed Zone Regulation Summary

Milepost		Speed	Length	Speed Zone Location
From	To	(mph)	(miles)	(measured from center of cross road bridge)
SR 417: International Drive/SR 536 to SR 528 (Beachline Expressway) - 75-301-000				
0.000	3.594	65	3.594	1300 feet south of I-Drive ramps to John Young Parkway
3.594	4.958	65	1.364	John Young Parkway to US 441/SR 500 (Orange Blossom Trail)
4.958	7.302	65	2.344	US 441/SR 500 (Orange Blossom Trail) to Landstar Boulevard
7.302	10.829	65	3.527	Landstar Boulevard to Boggy Creek Road
10.829	12.920	65	2.092	Boggy Creek Road to Lake Nona Boulevard
12.920	15.471	65	2.551	Lake Nona Boulevard to Narcoossee Road
15.471	16.933	65	1.462	Narcoossee Road to Moss Park Road
16.933	17.857	65	0.924	Moss Park Road to Innovation Way/Dowden Road
17.857	20.017	65	2.161	Innovation Way/Dowden Road to 0.5 miles north of SR 528
SR 417: SR 528 (Beachline Expressway) to Seminole/Orange County Line - 75-300-000				
0.000	1.370	65	1.370	0.5 miles north of SR 528 to Lee Vista Boulevard
1.370	3.673	65	2.303	Lee Vista Boulevard to Curry Ford Road
3.673	6.401	65	2.728	Curry Ford Road to SR 408 (East-West Expressway)
6.401	8.093	65	1.692	SR 408 (East-West Expressway) to SR 50 (Colonial Drive)
8.093	10.361	65	2.268	SR 50 (Colonial Drive) to University Boulevard
10.361	11.501	65	1.141	University Boulevard to Seminole/Orange County Line

Notes:

1. The Expressway Authority (OOCEA) and Florida's Turnpike Enterprise maintain portions of the SR 417.
2. The Expressway Authority (OOCEA) maintains SR 417 from I-Drive to the Orange/Seminole County Line
3. The Florida's Turnpike Enterprise maintains SR 417 from I-4 to I-Drive and from the Seminole County line to I-4
4. Roadway ID is based on the latest FDOT D5 Straight Line Diagram obtained from FDOT Website

In recent years, there were major interchange and widening construction projects that made various ramp and roadway improvements to SR 417 in the vicinity of the study corridor. These projects included recently completed ramp and mainline improvements at the interchange of SR 408. Additional improvements within this interchange are proposed in the next few years.

There are four mainline toll plazas within the SR 417 study corridor. The John Young mainline plaza and Boggy Creek mainline plaza are located within Roadway Section ID 75-301-000 and the Curry Ford mainline plaza and University mainline plaza are located with Roadway Section ID 75-3000-000. Each of these four plazas are open road tolling plazas that allow vehicles using EPass and SunPass transponders to travel at the prevailing highway speeds. The design speed within the mainline plazas is 70 mph.

TRAFFIC VOLUME DATA

Traffic volumes obtained from the Authority's 2012 Annual Traffic and Statistical Manual for the SR 417 range from an Average Annual Weekday Traffic (AAWT) of 29,930 vehicles east of the Lake Nona Blvd. interchange to an AAWT of 72,750 north of SR 50. The existing traffic data obtained for this report is provided in Appendix A.

CRASH ANALYSIS

A review of the crash data for the years 2010, 2011, and 2012, obtained from the Florida Highway Patrol, Orlando Police Department and the FDOT Crash database system, shows that within the study corridor from International Drive to the Orange County-Seminole County line, a total of 619 vehicle crashes occurred in the three year period combined in the northbound and southbound directions.

The vast majority of the 619 crashes had Careless Driving as the Primary Contributing Cause. Collision with motor vehicles (rear end, sideswipe and angle) and collision with guardrails are the most common collision types. There were 29 crashes with the Primary Contributing Cause as Exceeded Safe Speed Limit. This represents 4.7% of the total crashes. In 2012, there were 12 crashes coded as Exceeded Safe Speed Limit, of which 10 occurred under wet conditions. Data for years 2010 and 2011 is similar. The crash summary table for the three years is found in Appendix B.

Based on these accident summaries, it was determined that the crashes that occurred in the years 2010, 2011 and 2012 were non-speed related.

SPOT SPEED ANALYSIS

A Spot Speed Study was conducted to measure the prevailing travel speed along the SR 417 (Central Florida GreeneWay) within the study corridor. This spot speed study was taken at seven locations within the study corridor between the interchanges of International Drive and the Orange County-Seminole County line. The current posted speed limit within this section of expressway is 65 miles per hour. The field data collected utilizing the Wavetronic Data Collection Sensors (SS125 HD) recently installed throughout the Expressway System, shows that the existing speed conditions support an increase in speed limit to a 70 miles per hour speed. The Spot Speed Study summarized in Table 2 on the following page, reveals that the 85th percentile speed for the vehicles ranges from 72 to 79 miles per hour with a 10 miles per hour pace ranging from 64 to 73 miles per hour to 71 to 80 miles per hour. The results and data worksheet of the spot speed study are provided in Appendix C of this report.

Table 2

S.R. 417 Central Floirda GreeneWay

Spot Speed Study Summary

Roadway	**S.R. 417 : Central Florida GreeneWay (OOCEA Jurisdiction)**					**FDOT District**		**District 5**
Roadway ID	**75-301-000**					**County**		**Orange County**
Roadway Limits	**International Drive to S.R. 528 (Beachline Expressway)**							
Study	**Date**	**Direction**	**85% Speed**	**10 MPH Pace**	**FDOT Milepost**	**OOCEA Sensor**	**2012 AADT**	
1	10/8/2013	NB	75.9	67-76	1.98	8.2	41,300	3/4 miles north
		SB	77.3	68-77				
2	10/8/2013	NB	74.2	65-74	8.34	14.5	38,350	SB located at the
		SB	72.9	64-73	8.48	14.7		NB located 740 ft
3	10/8/2013	NB	78.6	69-78	14.20	20.4	29,930	1 mile south of
		SB	79.1	71-80				
4	10/8/2013	NB	78.6	69-78	18.26	24.5	36,080	0.65 miles south
		SB	78.2	69-78				
Roadway	**S.R. 417 : Central Florida GreeneWay (OOCEA Jurisdiction)**					**FDOT District**		**District 5**
Roadway ID	**75-300-000**					**County**		**Orange County**
Roadway Limits	**S.R. 528 (Beachline Expressway) to the Seminole/Orange County Line**							
1	10/8/2013	NB	76.6	67-76	5.74	31.2	61,640	Located at the L
		SB	77.0	67-76				
2	10/8/2013	NB	75.7	66-75	8.98	35.2	72,750	500 ft north of th
		SB	74.2	65-74				
3	10/8/2013	NB	78.5	71-80	11.50	37.7	56,300	At the Se
		SB	74.3	64-73				(1.14 miles no

Notes:

1. The Expressway Authority (OOCEA) and Florida's Turnpike Enterprise maintain portions of the SR 417.
2. The Expressay Authority (OOCEA) maintains SR 417 from I-Drive to Orange/Seminole County Line
3. The Florida's Turnpike Enterprise maintains SR 417 from I-4 to I-Drive and from the Seminole County line to I-4
4. Roadway ID is based on the latest FDOT D5 Straight Line Diagram obtained from FDOT Website

SECTION 3
CONCLUSION & RECOMMENDATION

Based on the completed spot speed study analysis, it can be concluded that the change in speed limit from the existing posted speed limit of 65 miles per hour to 70 miles per along SR 417 (Central Florida Greenway) from the International Drive Interchange to the Orange County-Seminole County line is justified. This justification and/or consideration of the proposed increase in speed is based on meeting the 85th percentile speed and the upper limit of the 10 miles per hour pace criteria. In addition, the spot speed study demonstrates that vehicles are traveling in excess of 70 miles per hour through this section of roadway.

It is recommended that the speed limit along SR 417 (Central Florida GreeneWay) from International Drive to the Orange County-Seminole County line be changed to 70 miles per hour due to meeting the 85th percentile speed criteria discussed in the FDOT Speed Zoning for Highways, Roads and Streets Manual. Implementation of the recommended increase of the speed limit is subject to review and approval by the FDOT.

It is also recommended that if the speed limit revision is approved by FDOT and implemented by the Authority, the Authority continue to review the 85th percentile speeds, the upper limit of the 10 miles per hour pace and compare the number, type and severity of crashes that occur.

APPENDICES

Appendix A – Historical and Existing Traffic Data

Appendix B – Accident Summaries

Appendix C – Spot Speed Study Data Collection

Appendix D – Straight Line Diagrams (SLDs)

APPENDIX A

HISTORICAL & EXISTING TRAFFIC DATA

Existing and Historical Average Annual Weekday Mainline Traffic Volumes

Location	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012
I-Drive to John Young Parkway	28,660	29,160	32,020	33,240	40,000	40,500	42,700	45,800	43,530	38,200	39,630	41,400	41,300
John Young Parkway to Orange Blossom Trail	25,210	28,520	30,860	29,880	38,540	38,750	42,490	45,205	43,000	37,205	37,620	40,400	40,610
Orange Blossom Trail to Landstar Boulevard	22,930	25,890	29,010	29,120	36,800	37,540	41,890	43,260	40,610	35,085	36,450	37,300	38,170
Landstar Boulevard to Boggy Creek Road	24,380	25,180	28,120	30,190	36,920	37,900	42,400	44,800	40,390	35,900	36,520	38,300	38,350
Boggy Creek Road to Lake Nona Boulevard	15,340	17,870	22,900	23,720	29,330	29,720	35,410	34,570	30,370	27,730	28,640	30,530	30,790
Lake Nona Boulevard to Narcoossee Road	------	------	------	------	------	------	------	34,130	29,860	27,220	28,290	29,990	29,930
Narcoossee Road to Moss Park Road	------	------	------	------	------	------	------	------	------	------	31,510	30,670	30,940
Moss Park Road to Innovation Way/Dowden Road	------	------	------	------	------	------	------	------	------	------	31,270	35,250	35,670
Innovation Way/Dowden Rd to SR 528 (Beachline Expwy)	16,660	18,910	24,430	25,530	32,020	32,410	39,440	36,940	33,120	31,280	31,690	35,610	36,080
SR 528 (Beachline Expwy) to Lee Vista Boulevard	------	42,130	47,750	49,940	63,180	66,130	70,270	72,250	65,720	61,200	61,130	60,010	62,600
Lee Vista Boulevard to Curry Ford Road	42,460	44,290	50,200	54,760	67,010	69,900	74,300	76,100	68,900	63,300	63,160	62,530	64,950
Curry Ford Road to SR 408/SR 417 Systems Interchange	35,510	40,580	43,880	49,070	60,800	63,060	67,010	68,420	62,250	56,740	59,170	57,640	61,640
SR 408/SR 417 Systems Interchange to SR 50 (Colonial Dr)	57,560	54,660	65,060	74,200	82,790	84,170	87,280	87,350	79,430	74,150	76,570	76,980	74,720
SR 50 (Colonial Dr) to University Boulevard	53,240	56,370	60,640	68,590	77,940	79,700	81,600	82,800	75,550	70,500	72,900	74,900	72,750
University Boulevard to Orange Seminole County Line	42,660	43,320	53,250	57,720	65,530	66,640	68,970	67,800	61,075	56,110	57,860	59,530	56,300

Notes:
1. $0.25 Toll Increase was applied systemwide at various locations in April 2009.
2. SR 417 under constructionin the Year 2010-2011 from SR 528 to North of Curry Ford.
3. SR 417 under construction in the Year 2010-2011 from SR 408 to SR 50 (Colonial Drive).
4. In the Year 2011, Valencia College Lane Southbound On and Off Ramps and Southbound 408/417 Spur were removed due to the new ramp alignment as part of the 408-253E-E1 project at the SR 408 System Interchange.
5. Systemwide Toll Increase was applied in July 2012 that included different toll rates for EPASS and Cash customers.

Existing and Historical Average Annual Weekday Ramp Terminal Traffic Volumes

Ramp Location	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012
Exit 6 : International Drive													
Northbound On-Ramp	7,460	6,360	6,840	7,110	9,490	10,380	10,580	12,030	10,970	10,270	9,300	9,900	9,850
Southbound Off-Ramp	7,240	6,400	7,700	7,510	9,580	10,630	9,930	11,260	11,300	9,760	9,940	10,370	10,270
Exit 10: John Young Parkway													
Northbound Off-Ramp	3,330	3,150	3,620	3,560	4,840	4,690	4,250	4,785	4,600	4,125	4,620	4,180	4,270
Southbound On-Ramp	3,150	3,010	3,620	3,520	4,620	5,160	5,130	4,860	4,490	4,120	4,500	4,250	4,020
Northbound On-Ramp	2,030	2,100	2,550	2,880	4,090	4,180	4,630	4,570	4,240	3,630	3,600	3,690	3,890
Southbound Off-Ramp	1,830	1,930	2,340	2,830	3,910	3,920	4,540	4,480	4,320	3,620	3,510	3,740	3,710
Exit 11 : US 17-92 / US 441													
Northbound Off-Ramp	2,810	2,930	2,790	2,920	3,180	2,910	2,810	3,910	4,200	3,630	3,810	4,030	3,840
Southbound On-Ramp	2,760	3,460	3,210	3,180	3,250	2,620	2,990	4,135	4,080	4,000	3,140	4,840	4,420
Northbound On-Ramp	1,570	1,940	1,850	1,940	2,220	1,940	2,370	2,810	2,780	2,610	2,710	2,700	2,740
Southbound Off-Ramp	1,720	1,820	2,090	2,340	2,470	2,380	2,830	3,290	3,110	2,900	3,070	3,070	3,080
Exit 14 : Landstar Boulevard													
Northbound Off-Ramp	1,450	1,630	1,820	2,030	3,200	3,370	3,600	3,590	4,340	2,720	2,730	2,910	3,010
Southbound On-Ramp	1,670	2,030	2,110	2,320	3,510	3,570	4,050	4,160	4,110	3,230	3,190	3,400	3,490
Northbound On-Ramp	1,770	2,350	2,370	2,590	3,380	3,610	4,010	4,400	4,010	3,745	2,770	3,700	3,380
Southbound Off-Ramp	1,770	2,370	2,430	2,740	3,450	3,690	4,150	4,890	4,220	3,020	3,220	3,610	3,300
Exit 17 : Boggy Creek Road													
Northbound Off-Ramp	4,300	3,960	4,680	4,370	5,170	5,770	5,270	7,120	6,910	6,210	5,880	6,140	6,210
Southbound On-Ramp	4,830	3,790	4,440	5,110	6,110	6,410	6,030	7,790	7,680	6,440	6,860	6,990	6,950
Northbound On-Ramp	1,180	1,250	1,410	1,540	1,960	2,130	2,300	2,550	2,360	2,350	2,630	2,870	2,950
Southbound Off-Ramp	1,020	1,110	1,320	1,340	1,730	1,870	2,010	2,130	2,210	2,130	2,230	2,490	2,650

Notes:
1. $0.25 Toll Increase was applied systemwide at various locations in April 2009.
2. SR 417 under constructionin the Year 2010-2011 from SR 528 to North of Curry Ford
3. SR 417 under construction in the Year 2010-2011 from SR 408 to SR 50 (Colonial Drive).
4. In the Year 2011, Valencia College Lane Southbound On and Off Ramps and Southbound 408/417 Spur were removed due to the new ramp alignment as part of the 408-253E-E1 project at the SR 408 System Interchange
5. Systemwide Toll Increase was applied in July 2012 that included different toll rates for EPASS and Cash customers.

Existing and Historical Average Annual Weekday Ramp Terminal Traffic Volumes

Ramp Location	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012
Exit 19 : Lake Nona Boulevard													
Northbound Off-Ramp	------	------	------	------	------	------	------	460	760	610	1,080	1,520	1,740
Southbound On-Ramp	------	------	------	------	------	------	------	430	510	640	1,080	1,470	1,770
Northbound On-Ramp	------	------	------	------	------	------	------	220	390	370	920	1,210	1,320
Southbound Off-Ramp	------	------	------	------	------	------	------	230	370	370	890	1,240	1,330
Exit 22 : Narcoossee Road													
Northbound Off-Ramp	900	1,150	1,340	1,610	2,000	2,660	3,010	4,020	3,850	3,250	3,580	3,090	3,120
Southbound On-Ramp	870	1,150	1,350	1,600	2,080	2,770	3,340	4,270	4,160	3,490	3,540	2,820	3,070
Northbound On-Ramp	1,540	1,660	2,050	2,470	3,260	3,970	5,200	5,530	6,060	5,860	3,360	3,410	3,710
Southbound Off-Ramp	1,550	1,680	2,170	2,550	3,510	4,150	5,180	5,570	5,210	4,940	3,420	3,180	3,490
Exit 23 : Moss Park Road													
Northbound Off-Ramp	------	------	------	------	------	------	------	------	------	------	2,990	720	780
Southbound On-Ramp	------	------	------	------	------	------	------	------	------	------	3,070	660	780
Northbound On-Ramp	------	------	------	------	------	------	------	------	------	------	2,870	2,910	3,030
Southbound Off-Ramp	------	------	------	------	------	------	------	------	------	------	2,950	3,050	3,260
Exit 24 : Innovation Way/Dowden Road													
Northbound Off-Ramp	------	------	------	------	------	------	------	------	------	------	70	100	230
Southbound On-Ramp	------	------	------	------	------	------	------	------	------	------	70	90	200
Northbound On-Ramp	------	------	------	------	------	------	------	------	------	------	240	220	340
Southbound Off-Ramp	------	------	------	------	------	------	------	------	------	------	320	330	500
Exit 26 : Beachline Expressway													
Northbound Off-Ramp to EB SR 528	2,020	2,200	2,580	2,560	3,710	4,350	4,360	2,990	3,040	2,890	4,020	3,180	3,480
Northbound Off-Ramp to WB SR 528	200	220	200	200	240	290	300	520	730	860	990	940	1,030

Notes:
1. $0.25 Toll Increase was applied systemwide at various locations in April 2009.
2. SR 417 under constructionin the Year 2010-2011 from SR 528 to North of Curry Ford.
3. SR 417 under construction in the Year 2010-2011 from SR 408 to SR 50 (Colonial Drive).
4. In the Year 2011, Valencia College Lane Southbound On and Off Ramps and Southbound 408/417 Spur were removed due to the new ramp alignment as part of the 408-253E-E1 project at the SR 408 System Interchange.
5. Systemwide Toll Increase was applied in July 2012 that included different toll rates for EPASS and Cash customers.
6. Moss Park Year 2010 Traffic Count is an anomaly.

Existing and Historical Average Annual Weekday Ramp Terminal Traffic Volumes

Ramp Location	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012
Exit 26 : Beachline Expressway (SR 528) (cont.)													
Southbound On-Ramp from EB SR 528	190	150	170	160	190	240	250	260	250	350	900	870	800
Southbound On-Ramp from WB SR 528	2,150	2,450	2,870	2,920	4,430	4,960	5,230	3,720	3,270	2,930	4,440	3,260	3,590
Northbound On-Ramp from EB SR 528	11,930	10,110	11,210	12,610	15,010	16,860	17,520	15,050	14,660	13,650	13,570	13,060	13,410
Northbound On-Ramp from WB SR 528	3,870	3,590	4,730	5,460	8,390	8,950	10,110	6,330	6,230	5,420	6,690	5,060	5,730
Southbound Off-Ramp to EB SR 528	3,510	3,680	4,110	4,710	7,360	7,150	7,360	5,670	5,360	4,980	6,030	4,490	5,500
Southbound Off-Ramp to WB SR 528	12,530	10,580	11,750	12,760	16,660	16,700	17,850	15,750	15,420	15,030	13,500	12,550	13,660
Exit 27 : Lee Vista Boulevard													
Northbound Off-Ramp	------	------	440	520	870	890	1,040	1,390	1,300	1,120	1,160	1,070	1,140
Southbound On-Ramp	------	------	350	470	790	950	1,170	1,400	1,300	1,250	1,410	1,270	1,280
Northbound On-Ramp	------	1,050	1,710	1,810	2,900	2,970	3,320	3,300	2,980	2,300	2,330	2,380	2,460
Southbound Off-Ramp	------	1,110	1,530	1,780	2,590	2,640	2,920	3,340	2,800	2,170	2,270	2,480	2,310
Exit 30 : Curry Ford Road													
Northbound Off-Ramp	4,360	5,010	5,010	5,870	7,050	7,110	7,870	8,140	7,680	6,830	5,900	5,940	5,690
Southbound On-Ramp	4,190	4,810	4,810	5,860	6,710	6,660	7,630	8,220	7,270	7,170	5,900	6,380	6,070
Northbound On-Ramp	1,910	2,230	2,510	3,050	4,230	3,930	4,310	4,510	4,330	3,840	4,070	3,940	4,380
Southbound Off-Ramp	1,770	2,080	2,240	2,780	3,320	3,000	3,900	4,170	3,970	3,600	3,740	3,490	4,070
Exit 33A : SR 408 (East West Expressway)													
Northbound Off-Ramp to EB SR 408	4,540	4,190	4,680	5,120	6,600	6,430	7,130	7,530	7,210	6,080	6,220	6,230	6,340
Northbound Off-Ramp to WB SR 408	3,820	4,080	4,750	5,390	6,880	6,490	6,970	7,770	6,920	7,100	7,530	8,050	8,170
Southbound On-Ramp from EB SR 408	3,220	3,640	3,980	4,570	5,050	5,280	6,170	7,200	6,400	6,700	7,080	6,950	7,310
Southbound On-Ramp from WB SR 408	4,960	4,400	4,990	5,370	7,190	6,720	7,190	7,680	6,980	6,520	6,380	6,250	6,850
Northbound On-Ramp from WB SR 408	1,990	2,480	2,850	3,610	4,850	4,040	4,405	4,580	4,130	3,975	4,220	4,020	3,410
Southbound Off-Ramp to EB SR 408	2,100	2,500	2,640	3,130	4,190	3,730	4,525	4,430	5,960	3,645	3,620	3,900	3,480

Notes:
1. $0.25 Toll Increase was applied systemwide at various locations in April 2009.
2. SR 417 under constructionin the Year 2010-2011 from SR 528 to North of Curry Ford.
3. SR 417 under construction in the Year 2010-2011 from SR 408 to SR 50 (Colonial Drive).
4. In the Year 2011, Valencia College Lane Southbound On and Off Ramps and Southbound 408/417 Spur were removed due to the new ramp alignment as part of the 408-253E-E1 project at the SR 408 System Interchange.
5. Systemwide Toll Increase was applied in July 2012 that included different toll rates for EPASS and Cash customers.

Existing and Historical Average Annual Weekday Ramp Terminal Traffic Volumes

Ramp Location	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012
Exit 33A : SR 408 (East West Expressway) (cont)													
Northbound On-Ramp from EB SR 408	------	------	------	------	------	------	------	------	------	------	------	------	15,090
Southbound Off-Ramp to WB SR 408	------	------	------	------	------	------	------	------	------	------	------	15,980	15,290
Exit 1 : Valencia College Lane													
Northbound Off-Ramp	1,840	1,730	1,770	1,890	2,370	2,190	2,190	2,220	2,150	2,330	2,560	2,410	Removed
Southbound On-Ramp	1,680	1,610	1,640	1,780	2,150	2,180	2,140	2,180	2,150	2,370	2,640	Removed	Removed
Northbound On-Ramp	1,060	1,110	1,120	1,280	1,640	1,630	1,670	1,870	1,580	1,580	1,540	1,450	Removed
Southbound Off-Ramp	1,150	1,190	1,230	1,400	1,570	1,590	1,590	2,030	1,620	1,540	1,610	Removed	Removed
Exit 33B : SR 408 East West Expwy Spur													
Northbound On-Ramp from SR 408	------	17,670	17,000	17,910	19,050	19,720	18,780	19,760	19,620	17,805	18,800	22,920	Removed
Southbound Off-Ramp to SR 408	------	16,940	15,820	18,330	19,620	21,470	20,020	20,340	18,850	16,815	17,970	Removed	Removed
Exit 34 : SR 50 East Colonial Drive													
Northbound Off-Ramp	3,500	3,980	3,870	4,040	5,330	4,960	6,080	5,240	4,770	3,920	4,140	3,740	4,110
Southbound On-Ramp	3,180	3,190	3,390	3,490	4,490	4,310	4,750	4,430	3,910	3,190	3,330	3,370	3,550
Northbound On-Ramp	1,680	1,790	2,250	2,270	2,490	2,350	2,650	2,550	2,450	1,760	1,880	2,070	2,870
Southbound Off-Ramp	1,620	1,710	2,090	2,250	2,480	2,450	2,500	2,570	2,350	1,700	1,920	2,960	2,820
Exit 37 : University Boulevard													
Northbound Off-Ramp	7,370	7,180	8,070	8,000	9,210	9,030	8,370	10,000	9,475	8,950	9,030	9,610	8,280
Northbound Off-Loop Ramp	1,480	1,480	1,600	1,730	2,380	2,280	2,230	2,590	2,350	2,050	2,060	2,010	2,020
Northbound Off from NB Epass Lanes Only	------	------	------	------	------	------	------	------	------	------	------	9,270	8,560
Southbound On-Ramp	1,480	1,460	1,620	1,840	2,320	2,300	2,700	2,600	2,380	2,490	2,390	1,980	1,970
Southbound On-Loop Ramp	6,710	6,290	7,070	7,310	7,680	7,970	8,620	9,020	8,330	8,090	8,720	8,970	8,570
Northbound On-Ramp	3,180	3,390	4,150	4,600	4,630	4,200	4,540	4,520	3,950	3,550	3,500	3,520	3,410
Southbound Off-Ramp	3,350	3,540	4,060	4,620	4,550	4,320	4,750	4,690	4,110	3,640	3,660	3,680	3,730

Notes
1. $0.25 Toll Increase was applied systemwide at various locations in April 2009
2. SR 417 under constructionin the Year 2010-2011 from SR 528 to North of Curry Ford
3. SR 417 under construction in the Year 2010-2011 from SR 408 to SR 50 (Colonial Drive)
4. In the Year 2011, Valencia College Lane Southbound On and Off Ramps and Southbound 408/417 Spur were removed due to the new ramp alignment as part of the 408-253E-E1 project at the SR 408 System Interchange
5. Systemwide Toll Increase was applied in July 2012 that included different toll rates for EPASS and Cash customers.

APPENDIX B

ACCIDENT SUMMARIES

TABLE 417-1

SR 417 (Central Florida GreeneWay) Spot Speed Study

Year 2010 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
1	806307230	11/29/2010	Monday	8 15 AM	0 200	77	All other	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
2	776919520	1/24/2010	Sunday	4 45 PM	0 584	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	WB	2	Careless Driving
3	776927590	2/13/2010	Saturday	9 48 PM	0 584	1	Collision with MV in Transport (Rear End)	0	5	0	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving
4	819787900	11/21/2010	Sunday	4 12 AM	0 000	16	MV Hit Sign/Sign Post	0	1	0	4	Dark/Lights	1	Dry	No	EB	77	All Other
5	820027590	11/26/2010	Friday	5 45 PM	0 000	18	MV Hit Guardrail / Cable Guardrail	0	0	1	5	Dark/No Lights	2	Wet	No	NB	2	Careless Driving
6	806312960	9/12/2010	Sunday	10 34 PM	0 047	18	MV Hit Guardrail / Cable Guardrail	0	0	1	5	Dark/No Lights	2	Wet	No	EB	2	Careless Driving
7	776947570	3/12/2010	Friday	10 32 PM	0 095	1	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	2	Wet	No	SB	2	Careless Driving
8	776907110	2/24/2010	Wednesday	3 45 PM	0 412	77	All other	0	0	1	1	Daylight	2	Wet	No	NB	5	Improper Lane Change
9	819858450	11/14/2010	Sunday	4 40 PM	0 782	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	EB	12	Exceeded Safe Speed Limit
10	776941980	5/5/2010	Wednesday	1 20 AM	0 839	18	MV Hit Guardrail / Cable Guardrail	0	1	0	5	Dark/No Lights	1	Dry	No	NB	2	Careless Driving
11	776988930	5/30/2010	Sunday	6 53 PM	1 028	3	Collision with MV in Transport (Angle)	0	2	0	1	Daylight	2	Wet	No	NB	5	Improper Lane Change
12	769027080	2/2/2010	Tuesday	8 45 AM	1 066	29	MV Ran Into Ditch / Culvert	0	1	0	1	Daylight	2	Wet	No	NB	12	Exceeded Safe Speed Limit
13	776951570	3/21/2010	Sunday	7 35 PM	1 066	18	MV Hit Guardrail / Cable Guardrail	0	1	0	5	Dark/No Lights	2	Wet	No	EB	2	Careless Driving
14	776958750	4/18/2010	Sunday	12 43 PM	1 066	3	Collision with MV in Transport (Angle)	0	0	1	5	Dark/No Lights	2	Wet	No	NB	2	Careless Driving
15	806307020	7/1/2010	Thursday	7 10 PM	1 066	22	MV Hit Tree / Shrubbery	0	1	0	1	Daylight	2	Wet	No	WB	2	Careless Driving
16	776812940	2/27/2010	Saturday	3 15 PM	0 200	31	Overturned	0	1	0	1	Daylight	2	Wet	No	WB	2	Careless Driving
17	776952640	3/28/2010	Sunday	11 57 PM	0 311	29	MV Ran Into Ditch / Culvert	0	0	1	4	Dark/Lights	2	Wet	No	WB	2	Careless Driving
18	806406140	11/8/2010	Monday	5 54 AM	0 000	4	Collision with MV in Transport Same Direction	0	0	1	4	Dark/Lights	1	Dry	No	WB	3	Failed to Yield Right-of-Way
19	776865970	1/6/2010	Wednesday	1 46 PM	0 000	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	NB	77	All Other
20	776890400	1/14/2010	Thursday	9 05 PM	0 000	3	Collision with MV in Transport (Angle)	0	2	0	4	Dark/Lights	1	Dry	No	SB	11	Disregarded Traffic Signal
21	820240130	12/21/2010	Tuesday	3 50 PM	0 000	4	Collision with MV in Transport Same Direction	0	0	1	1	Daylight	1	Dry	No	SB	6	Improper Turn
22	776995890	6/27/2010	Sunday	5 30 PM	0 019	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
23	776930010	2/8/2010	Monday	6 00 PM	0 190	1	Collision with MV in Transport (Rear End)	0	1	0	2	Dusk	1	Dry	No	NB	2	Careless Driving
24	806411010	11/3/2010	Wednesday	7 55 AM	0 199	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
25	776943370	5/5/2010	Wednesday	5 58 PM	0 202	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	EB	2	Careless Driving
26	776916150	6/7/2010	Monday	5 35 PM	0 204	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
27	806322690	7/12/2010	Monday	5 49 PM	0 204	29	MV Ran Into Ditch / Culvert	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
28	806368940	10/15/2010	Friday	4 02 PM	0 038	1	Collision with MV in Transport (Rear End)	0	4	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
29	776916360	10/29/2010	Friday	8 45 PM	0 398	1	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	No	SB	1	No Improper Driving / Action
30	806338410	9/24/2010	Friday	6 58 PM	0 451	3	Collision with MV in Transport (Angle)	0	3	0	1	Daylight	1	Dry	No	NB	77	All Other
31	776895570	1/6/2010	Wednesday	8 27 AM	0 000	4	Collision with MV in Transport Same Direction	0	1	0	1	Daylight	1	Dry	No	NB	3	Failed to Yield Right-of-Way
32	819593660	12/19/2010	Sunday	7 04 AM	0 000	3	Collision with MV in Transport (Angle)	0	1	0	4	Dark/Lights	1	Dry	No	SB	77	All Other
33	806367100	9/8/2010	Wednesday	11 13 PM	0 157	30	Ran Off Road / Into Water	0	0	1	4	Dark/Lights	2	Wet	No	NB	77	All Other
34	776911620	4/3/2010	Saturday	8 15 PM	0 359	3	Collision with MV in Transport (Angle)	0	1	0	4	Dark/Lights	1	Dry	No	NB	77	All Other
35	819641610	11/20/2010	Saturday	6 14 PM	0 359	2	Collision with MV in Transport (Head On)	0	1	0	2	Dusk	1	Dry	No	NB	11	Disregarded Traffic Signal
36	819593530	11/30/2010	Tuesday	11 52 PM	0 359	27	MV Hit Other Fixed Object	0	2	0	4	Dark/Lights	1	Dry	No	SB	17	Exceeded State Speed Limit
37	819846860	12/19/2010	Sunday	12 50 AM	0 000	31	Overturned	0	0	1	4	Dark/Lights	2	Wet	No	SB	2	Careless Driving
38	776817550	2/1/2010	Monday	3 29 PM	0 260	9	Collision with MV on Other Roadway	0	0	1	1	Daylight	2	Wet	No	NB	12	Exceeded Safe Speed Limit
39	914764950	8/1/2010	Sunday	9 32 PM	0 260	3	Collision with MV in Transport (Angle)	0	2	0	4	Dark/Lights	1	Dry	Yes	SB	11	Disregarded Traffic Signal
40	818974800	12/18/2010	Saturday	3 09 AM	0 260	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	3	Slippery	No	NB	2	Careless Driving

TABLE 417-1

SR 417 (Central Florida GreeneWay) Spot Speed Study

Year 2010 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
41	912381880	8/16/2010	Monday	1 49 PM	0 000	9	Collision with MV on Other Roadway	0	1	0	1	Daylight	1	Dry	No	NB	77	All Other
42	914753990	7/14/2010	Wednesday	6 15 PM	0 005	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	NB	77	All Other
43	818969160	10/5/2010	Tuesday	6 54 AM	0 189	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	EB	2	Careless Driving
44	818961660	9/21/2010	Tuesday	4 34 PM	0 614	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	WB	2	Careless Driving
45	818990330	11/1/2010	Monday	6 29 PM	0 614	3	Collision with MV in Transport (Angle)	0	3	0	2	Dusk	1	Dry	No	EB	11	Disregarded Traffic Signal
46	806380430	11/2/2010	Tuesday	9 29 AM	0 614	4	Collision with MV in Transport, Same Direction	0	0	1	1	Daylight	1	Dry	No	WB	3	Failed to Yield Right-of-Way
47	818973170	11/2/2010	Tuesday	4 50 PM	0 614	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	2	Wet	No	SB	77	All Other
48	776906570	1/11/2010	Monday	5 01 PM	0 000	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
49	776916010	1/25/2010	Monday	11 05 AM	0 421	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
50	776971250	5/4/2010	Tuesday	10 34 PM	0 421	2	Collision with MV in Transport (Head On)	0	0	1	4	Dark/Lights	1	Dry	No	SB	11	Disregarded Traffic Signal
51	806330530	7/3/2010	Saturday	3 15 AM	0 421	4	Collision with MV in Transport, Same Direction	0	0	1	4	Dark/Lights	1	Dry	No	NB	11	Disregarded Traffic Signal
52	806385510	9/23/2010	Thursday	6 43 AM	0 421	3	Collision with MV in Transport (Angle)	0	0	1	3	Dawn	1	Dry	No	NB	77	All Other
53	776916340	10/23/2010	Saturday	2 45 PM	0 421	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
54	806374050	9/13/2010	Monday	2 29 PM	0 293	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	15	Improper Passing
55	820240090	12/18/2010	Saturday	8 30 AM	0 212	17	MV Hit Utility Pole/Light Pole	0	1	0	1	Daylight	2	Wet	No	SB	12	Exceeded Safe Speed Limit
56	776951930	9/18/2010	Saturday	3 50 PM	0 489	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
57	819858560	12/8/2010	Wednesday	6 07 PM	0 495	1	Collision with MV in Transport (Rear End)	0	2	0	2	Dusk	1	Dry	No	NB	2	Careless Driving
58	776812830	1/2/2010	Saturday	4 30 PM	0 496	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
59	776885500	1/14/2010	Thursday	8 27 AM	0 496	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	EB	2	Careless Driving
60	776903870	1/27/2010	Wednesday	12 19 PM	0 496	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	EB	2	Careless Driving
61	776930100	3/30/2010	Tuesday	11 30 AM	0 477	77	All other	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
62	806302200	6/7/2010	Monday	9 22 AM	0 477	1	Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
63	776916020	2/5/2010	Friday	8 00 AM	1 111	1	Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
64	776907010	1/6/2010	Wednesday	8 48 AM	1 570	9	Collision with MV on Other Roadway	0	5	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
65	776916170	6/8/2010	Tuesday	2 20 PM	1 570	37	Cargo Loss or Shift	0	0	1	1	Daylight	1	Dry	No	NB	19	Improper Load
66	806332520	7/4/2010	Sunday	9 49 PM	1 570	20	MV Hit Concrete Barrier Wall	0	1	0	4	Dark/Lights	2	Wet	No	NB	2	Careless Driving
67	776907100	2/14/2010	Sunday	11 39 AM	1 808	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
68	806329620	7/23/2010	Friday	9 57 PM	2 570	6	Collision with MV in Transport (Sideswipe)	0	0	1	5	Dark/No Lights	1	Dry	Yes	EB	2	Careless Driving
69	806344290	8/22/2010	Sunday	1 58 AM	3 070	18	MV Hit Guardrail / Cable Guardrail	0	0	1	5	Dark/No Lights	2	Wet	No	SB	1	No Improper Driving / Action
70	776817680	3/28/2010	Sunday	9 36 AM	3 286	9	Collision with MV on Other Roadway	0	1	0	1	Daylight	1	Dry	No	NB	12	Exceeded Safe Speed Limit
71	806316430	8/2/2010	Monday	4 08 PM	3 317	77	All other	0	1	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
72	776817600	2/16/2010	Tuesday	3 42 PM	3 475	9	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	NB	12	Exceeded Safe Speed Limit
73	776817900	9/7/2010	Tuesday	9 21 AM	3 929	22	MV Hit Tree / Shrubbery	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
74	819896710	12/26/2010	Sunday	7 15 PM	4 445	9	Collision with MV on Other Roadway	0	1	0	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving
75	776930190	7/29/2010	Thursday	9 20 AM	5 065	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
76	776951940	9/18/2010	Saturday	4 50 PM	5 951	20	MV Hit Concrete Barrier Wall	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
77	806374040	9/12/2010	Sunday	5 37 PM	7 276	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
78	819858530	11/30/2010	Tuesday	2 20 PM	7 605	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	12	Exceeded Safe Speed Limit
79	776907140	3/9/2010	Tuesday	2 26 PM	8 696	20	MV Hit Concrete Barrier Wall	0	0	1	1	Daylight	1	Dry	Yes	NB	2	Careless Driving
80	776951790	7/14/2010	Wednesday	9 30 AM	9 696	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving

TABLE 417-1

SR 417 (Central Florida GreeneWay) Spot Speed Study

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No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)	Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
81	776907470	8/18/2010	Wednesday	6 40 AM	9 815	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	5	Improper Lane Change
82	776916270	7/30/2010	Friday	12 40 PM	10 315	6	Collision with MV in Transport (Sideswipe)	0	0	1	1	Daylight	1	Dry	No	SB	5	Improper Lane Change
83	819785030	11/13/2010	Saturday	11 13 PM	10 898	15	Collision with Animal	0	0	1	4	Dark/Lights	1	Dry	No	NB	1	No Improper Driving / Action
84	770491380	11/10/2010	Wednesday	7 30 AM	11 341	77	All other	0	0	1	1	Daylight	1	Dry	No	SB	14	Failed To Maintain Equip/Vehicle
85	806356200	9/6/2010	Monday	10 34 PM	12 930	18	MV Hit Guardrail / Cable Guardrail	0	0	1	4	Dark/Lights	2	Wet	No	NB	14	Failed To Maintain Equip/Vehicle
86	776907370	7/4/2010	Sunday	1 57 PM	14 453	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
87	776998690	5/29/2010	Saturday	12 34 AM	15 415	39	Median Crossover	0	1	0	4	Dark/Lights	1	Dry	Yes	NB	2	Careless Driving
88	776974340	5/29/2010	Saturday	2 48 AM	15 434	77	All other	0	2	0	4	Dark/Lights	1	Dry	Yes	NB	2	Careless Driving
89	819858580	12/15/2010	Wednesday	7 03 AM	15 653	1	Collision with MV in Transport (Rear End)	0	1	0	3	Dawn	1	Dry	No	SB	2	Careless Driving
90	776874640	4/1/2010	Thursday	6 20 PM	16 492	77	All other	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
91	776817560	2/1/2010	Monday	6 39 PM	17 042	9	Collision with MV on Other Roadway	0	3	0	5	Dark/No Lights	2	Wet	No	SB	12	Exceeded Safe Speed Limit
92	806324160	7/10/2010	Saturday	4 21 AM	17 099	88	Unknown	0	2	0	4	Dark/Lights	1	Dry	No	SB	88	Unknown
93	776817830	7/22/2010	Thursday	8 39 PM	17 654	9	Collision with MV on Other Roadway	0	0	1	2	Dusk	1	Dry	No	SB	12	Exceeded Safe Speed Limit
94	776916280	8/17/2010	Tuesday	8 45 PM	18 468	19	MV Hit Fence	0	1	0	4	Dark/Lights	1	Dry	Yes	NB	2	Careless Driving
95	776817940	10/9/2010	Saturday	6 37 AM	19 218	22	MV Hit Tree / Shrubbery	0	0	1	4	Dark/Lights	1	Dry	No	NB	12	Exceeded Safe Speed Limit
96	776911840	8/5/2010	Thursday	5 40 AM	19 298	31	Overturned	0	1	0	4	Dark/Lights	1	Dry	No	SB	1	No Improper Driving / Action
97	776890330	1/7/2010	Thursday	10 34 PM	19 754	31	Overturned	0	1	0	4	Dark/Lights	1	Dry	No	SB	77	All Other
98	806411050	11/7/2010	Sunday	6 00 AM	19 904	31	Overturned	0	4	0	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
99	776817950	10/23/2010	Saturday	10 10 AM	20 004	9	Collision with MV on Other Roadway	0	1	0	1	Daylight	1	Dry	No	SB	16	Drove Left of Center
100	806411060	11/7/2010	Sunday	6 03 AM	20 004	10	Collision with Pedestrian	0	1	0	4	Dark/Lights	1	Dry	No	NB	1	No Improper Driving / Action
101	776897070	1/13/2010	Wednesday	4 45 PM	0 000	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	WB	2	Careless Driving
102	776907250	5/25/2010	Tuesday	7 05 AM	0 354	17	MV Hit Utility Pole/Light Pole	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
103	776982090	5/1/2010	Saturday	1 38 AM	0 487	29	MV Ran Into Ditch / Culvert	0	2	0	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
104	776871420	2/2/2010	Tuesday	10 32 AM	0 200	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
105	776812990	3/7/2010	Sunday	5 45 PM	1 065	31	Overturned	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
106	776952900	4/20/2010	Tuesday	10 12 PM	1 146	29	MV Ran Into Ditch / Culvert	0	0	1	4	Dark/Lights	2	Wet	No	SB	2	Careless Driving
107	912395350	5/31/2010	Monday	6 45 PM	0 199	3	Collision with MV in Transport (Angle)	0	5	0	2	Dusk	1	Dry	No	NB	13	Disregarded Stop Sign
108	774481940	1/1/2010	Friday	1 10 AM	0 000	4	Collision with MV in Transport Same Direction	0	2	0	4	Dark/Lights	1	Dry	No	WB	6	Improper Turn
109	806349090	8/14/2010	Saturday	8 42 AM	0 000	3	Collision with MV in Transport (Angle)	0	2	0	1	Daylight	1	Dry	No	SB	77	All Other
110	776909220	2/10/2010	Wednesday	10 10 AM	0 000	19	MV Hit Fence	0	1	0	1	Daylight	1	Dry	No	WB	2	Careless Driving
111	806374810	10/21/2010	Thursday	1 12 AM	0 104	27	MV Hit Other Fixed Object	0	1	0	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
112	776974470	6/10/2010	Thursday	2 40 AM	0 277	17	MV Hit Utility Pole/Light Pole	0	1	0	4	Dark/Lights	1	Dry	Yes	SB	7	Alcohol - Under Influence
113	806370400	10/16/2010	Saturday	2 27 AM	0 136	1	Collision with MV in Transport (Rear End)	0	2	0	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
114	776874880	11/4/2010	Thursday	9 40 AM	0 136	1	Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
115	776921150	3/11/2010	Thursday	12 40 PM	0 287	77	All other	0	0	1	1	Daylight	2	Wet	No	NB	1	No Improper Driving / Action
116	776929630	2/25/2010	Thursday	7 52 AM	0 290	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
117	776874840	9/28/2010	Tuesday	8 05 AM	0 372	31	Overturned	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
118	806411090	11/19/2010	Friday	7 00 AM	0 455	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
119	806374710	10/9/2010	Saturday	11 30 PM	0 000	3	Collision with MV in Transport (Angle)	0	2	0	4	Dark/Lights	1	Dry	No	EB	5	Improper Lane Change
120	806311340	7/2/2010	Friday	9 01 AM	0 028	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving

TABLE 417-1

SR 417 (Central Florida GreeneWay) Spot Speed Study

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121	776916140	5/30/2010	Sunday	6 20 PM	0 000	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
122	776817810	7/4/2010	Sunday	3 22 PM	0 189	27	MV Hit Other Fixed Object	0	0	1	1	Daylight	1	Dry	No	NB	12	Exceeded Safe Speed Limit
123	806346380	8/28/2010	Saturday	6 42 PM	0 000	11	Collision with Bicycle	0	1	0	1	Daylight	1	Dry	No	WB	3	Failed to Yield Right-of-Way
124	806384090	10/6/2010	Wednesday	5 04 PM	0 000	9	Collision with MV on Other Roadway	0	2	0	1	Daylight	1	Dry	No	EB	5	Improper Lane Change
125	776901240	2/1/2010	Monday	1 57 PM	0 199	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
126	776907300	6/8/2010	Tuesday	8 28 AM	0 000	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	Yes	NB	12	Exceeded Safe Speed Limit
127	776924320	3/24/2010	Wednesday	12 53 AM	0 095	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
128	776893230	1/22/2010	Friday	8 22 AM	0 171	29	MV Ran Into Ditch / Culvert	0	0	1	1	Daylight	2	Wet	No	NB	1	No Improper Driving / Action
129	776763350	2/15/2010	Monday	6 45 PM	0 171	11	Collision with Bicycle	0	1	0	4	Dark/Lights	1	Dry	No	EB	5	Improper Lane Change
130	776929710	3/3/2010	Wednesday	4 23 PM	0 171	77	All other	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
131	776918860	3/30/2010	Tuesday	8 20 PM	0 171	6	Collision with MV in Transport (Sideswipe)	0	0	1	4	Dark/Lights	1	Dry	No	WB	5	Improper Lane Change
132	806303750	7/3/2010	Saturday	2 37 AM	0 171	3	Collision with MV in Transport (Angle)	0	0	1	4	Dark/Lights	1	Dry	Yes	EB	2	Careless Driving
133	806374030	9/11/2010	Saturday	6 26 PM	0 438	20	MV Hit Concrete Barrier Wall	0	2	0	1	Daylight	2	Wet	No	WB	2	Careless Driving
134	806357760	9/24/2010	Friday	11 09 PM	0 500	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	2	Wet	No	SB	2	Careless Driving
135	806389520	9/25/2010	Saturday	1 58 AM	0 643	77	All other	0	0	1	4	Dark/Lights	2	Wet	No	SB	2	Careless Driving
136	806411120	11/29/2010	Monday	9 00 AM	0 676	31	Overturned	0	1	0	1	Daylight	2	Wet	No	WB	2	Careless Driving
137	776916370	11/2/2010	Tuesday	1 00 PM	0 876	31	Overturned	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
138	776880330	1/10/2010	Sunday	3 35 AM	0 000	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	1	Dry	No	SB	77	All Other
139	774419450	1/22/2010	Friday	8 00 AM	0 212	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	2	Wet	No	EB	2	Careless Driving
140	776951840	8/1/2010	Sunday	6 45 PM	0 216	18	MV Hit Guardrail / Cable Guardrail	0	1	0	2	Dusk	2	Wet	No	SB	2	Careless Driving
141	774479470	2/1/2010	Monday	3 40 PM	0 000	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	NB	1	No Improper Driving / Action
142	776883620	2/24/2010	Wednesday	6 00 PM	0 038	18	MV Hit Guardrail / Cable Guardrail	0	0	1	2	Dusk	2	Wet	No	NB	2	Careless Driving
143	806374140	11/2/2010	Tuesday	2 51 PM	0 079	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
144	776907050	2/7/2010	Sunday	7 08 AM	0 268	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
145	776907400	8/11/2010	Wednesday	3 59 PM	1 165	77	All other	0	0	1	1	Daylight	1	Dry	No	NB	77	All Other
146	776951690	5/14/2010	Friday	8 00 AM	1 259	6	Collision with MV in Transport (Sideswipe)	0	0	1	1	Daylight	1	Dry	No	NB	5	Improper Lane Change
147	771930670	2/16/2010	Tuesday	8 56 AM	1 278	0	TOTAL	1	0	0	1	Daylight	1	Dry	No	SB	88	Unknown
148	776951920	9/6/2010	Monday	10 00 AM	1 307	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
149	776916160	6/7/2010	Monday	6 35 PM	1 326	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
150	776874760	8/1/2010	Sunday	5 40 PM	1 554	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
151	776951870	8/7/2010	Saturday	3 45 PM	2 090	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
152	776951720	6/2/2010	Wednesday	12 00 PM	2 662	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
153	776951730	6/4/2010	Friday	7 20 AM	2 662	22	MV Hit Tree / Shrubbery	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
154	776907460	8/15/2010	Sunday	6 33 PM	2 662	16	MV Hit Sign/Sign Post	0	1	0	1	Daylight	2	Wet	Yes	NB	1	No Improper Driving / Action
155	776817910	9/23/2010	Thursday	3 16 PM	2 662	16	MV Hit Sign/Sign Post	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
156	806376310	10/9/2010	Saturday	10 18 AM	2 662	1	Collision with MV in Transport (Rear End)	0	3	0	1	Daylight	1	Dry	No	NB	12	Exceeded Safe Speed Limit
157	806332660	7/22/2010	Thursday	4 41 AM	3 393	6	Collision with MV in Transport (Sideswipe)	0	0	1	4	Dark/Lights	1	Dry	No	SB	5	Improper Lane Change
158	776930180	6/27/2010	Sunday	7 15 PM	3 462	6	Collision with MV in Transport (Sideswipe)	0	1	0	2	Dusk	1	Dry	No	NB	2	Careless Driving
159	776817570	2/9/2010	Tuesday	3 37 PM	3 473	9	Collision with MV on Other Roadway	0	2	0	1	Daylight	2	Wet	No	NB	5	Improper Lane Change
160	776982240	5/15/2010	Saturday	11 45 PM	3 562	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	1	Dry	Yes	SB	2	Careless Driving

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161	806328070	7/4/2010	Sunday	6:02 PM	3.643	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
162	776916050	3/29/2010	Monday	6:45 PM	3.934	37	Cargo Loss or Shift	0	0	1	1	Daylight	1	Dry	No	SB	19	Improper Load
163	806343130	8/13/2010	Friday	10:01 PM	4.684	3	Collision with MV in Transport (Angle)	0	0	1	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
164	806344370	8/29/2010	Sunday	12:30 AM	4.768	3	Collision with MV in Transport (Angle)	1	1	0	5	Dark/No Lights	1	Dry	No	SB	5	Improper Lane Change
165	776907330	7/2/2010	Friday	1:30 AM	5.389	3	Collision with MV in Transport (Angle)	0	0	1	5	Dark/No Lights	2	Wet	No	SB	5	Improper Lane Change
166	819603140	12/9/2010	Thursday	10:00 PM	5.784	16	MV Hit Sign/Sign Post	0	0	1	5	Dark/No Lights	1	Dry	No	SB	4	Improper Backing
167	819593480	11/21/2010	Sunday	2:00 AM	5.889	18	MV Hit Guardrail / Cable Guardrail	0	1	0	5	Dark/No Lights	1	Dry	No	NB	2	Careless Driving
168	806349210	8/25/2010	Wednesday	4:35 PM	6.177	3	Collision with MV in Transport (Angle)	0	2	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
169	776907450	8/15/2010	Sunday	6:37 PM	6.183	31	Overturned	0	2	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
170	806368370	11/3/2010	Wednesday	1:07 AM	6.332	18	MV Hit Guardrail / Cable Guardrail	0	0	1	5	Dark/No Lights	2	Wet	No	SB	2	Careless Driving
171	819607520	12/20/2010	Monday	1:31 AM	6.493	9	Collision with MV on Other Roadway	0	1	0	4	Dark/Lights	1	Dry	No	SB	1	No Improper Driving / Action
172	773024160	11/12/2010	Friday	1:57 AM	6.541	28	Collision With Moveable Object On Road	0	0	1	4	Dark/Lights	1	Dry	Yes	NB	2	Careless Driving
173	776928110	2/17/2010	Wednesday	2:27 AM	6.717	77	All other	0	0	1	4	Dark/Lights	1	Dry	Yes	SB	77	All Other
174	776817630	3/3/2010	Wednesday	6:45 PM	6.717	3	Collision with MV in Transport (Angle)	0	1	0	2	Dusk	1	Dry	No	NB	6	Improper Turn
175	776817590	2/14/2010	Sunday	7:20 AM	6.812	20	MV Hit Concrete Barrier Wall	0	0	1	1	Daylight	1	Dry	No	NB	12	Exceeded Safe Speed Limit
176	776928100	2/16/2010	Tuesday	11:21 PM	6.944	1	Collision with MV in Transport (Rear End)	0	2	0	4	Dark/Lights	1	Dry	No	NB	18	Obstructing Traffic
177	776916210	6/30/2010	Wednesday	6:00 PM	7.001	77	All other	0	1	0	1	Daylight	1	Dry	No	NB	5	Improper Lane Change
178	774423500	1/16/2010	Saturday	5:25 AM	7.060	31	Overturned	0	1	0	4	Dark/Lights	1	Dry	Yes	SB	2	Careless Driving
179	776817930	10/8/2010	Friday	9:10 AM	7.060	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
180	776817790	6/14/2010	Monday	7:05 PM	7.221	9	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	SB	12	Exceeded Safe Speed Limit
181	806307210	11/18/2010	Thursday	7:25 PM	7.491	3	Collision with MV in Transport (Angle)	0	1	0	4	Dark/Lights	1	Dry	No	NB	5	Improper Lane Change
182	776874810	9/10/2010	Friday	10:35 AM	7.844	31	Overturned	0	1	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
183	776755430	3/30/2010	Tuesday	6:00 PM	7.990	88	Unknown	0	0	1	1	Daylight	1	Dry	No	SB	5	Improper Lane Change
184	776916030	2/11/2010	Thursday	7:10 AM	8.032	31	Overturned	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
185	776907180	4/21/2010	Wednesday	6:25 PM	8.071	77	All other	0	0	1	1	Daylight	1	Dry	No	NB	5	Improper Lane Change
186	806411070	11/8/2010	Monday	8:40 AM	8.218	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
187	820240080	12/13/2010	Monday	4:25 PM	8.307	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
188	806364010	8/25/2010	Wednesday	10:41 PM	8.368	6	Collision with MV in Transport (Sideswipe)	0	0	1	4	Dark/Lights	1	Dry	No	SB	5	Improper Lane Change
189	806374150	11/2/2010	Tuesday	3:54 PM	8.395	77	All other	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
190	776817640	3/4/2010	Thursday	5:41 PM	8.402	9	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	SB	77	All Other
191	776907440	8/15/2010	Sunday	5:46 PM	8.446	77	All other	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
192	776874700	5/9/2010	Sunday	12:50 PM	8.618	31	Overturned	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
193	820238640	12/15/2010	Wednesday	9:00 AM	8.618	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
194	776909400	3/13/2010	Saturday	10:01 PM	8.991	1	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
195	819896680	12/19/2010	Sunday	2:30 PM	9.087	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
196	776951650	4/30/2010	Friday	10:50 AM	9.103	6	Collision with MV in Transport (Sideswipe)	0	2	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
197	776817800	6/29/2010	Tuesday	9:25 PM	9.240	9	Collision with MV on Other Roadway	0	0	1	4	Dark/Lights	1	Dry	No	SB	17	Exceeded State Speed Limit
198	776907040	2/6/2010	Saturday	11:25 AM	9.362	9	Collision with MV on Other Roadway	0	2	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
199	776812960	2/27/2010	Saturday	7:05 PM	9.362	1	Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	2	Wet	No	NB	2	Careless Driving
200	776951510	3/12/2010	Friday	6:50 PM	9.362	1	Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	2	Wet	No	NB	2	Careless Driving

TABLE 417-1

SR 417 (Central Florida GreeneWay) Spot Speed Study

Year 2010 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
201	776907220	4/30/2010	Friday	1 38 PM	9 362	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
202	776997790	6/7/2010	Monday	10 36 PM	9 362	1	Collision with MV in Transport (Rear End)	0	3	0	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
203	776951800	7/15/2010	Thursday	11 20 AM	9 362	6	Collision with MV in Transport (Sideswipe)	0	0	1	1	Daylight	1	Dry	No	NB	5	Improper Lane Change
204	769120570	3/11/2010	Thursday	9 40 AM	9 454	3	Collision with MV in Transport (Angle)	0	2	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
205	806307190	10/16/2010	Saturday	8 15 PM	9 587	1	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
206	776944010	3/4/2010	Thursday	2 21 AM	9 862	18	MV Hit Guardrail / Cable Guardrail	0	0	1	4	Dark/Lights	1	Dry	No	SB	5	Improper Lane Change
207	776932020	2/16/2010	Tuesday	2 50 PM	10 112	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	5	Improper Lane Change
208	769065030	2/9/2010	Tuesday	3 40 PM	10 183	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
209	769060310	11/2/2010	Tuesday	4 58 PM	10 469	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
210	776874780	9/8/2010	Wednesday	8 00 PM	10 488	30	Ran Off Road / Into Water	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
211	776874650	4/13/2010	Tuesday	8 00 AM	10 688	31	Overturned	0	2	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
212	776812910	2/22/2010	Monday	11 10 AM	11 388	6	Collision with MV in Transport (Sideswipe)	0	0	1	1	Daylight	1	Dry	No	SB	5	Improper Lane Change
213	776899340	4/24/2010	Saturday	3 00 AM	11 388	77	All other	0	0	1	4	Dark/Lights	1	Dry	No	NB	5	Improper Lane Change

Notes

1 Crash information shown was obtained from the latest output from the FDOT CAR reporting system requested and obtained from FDOT at the time of this study

ACCIDENT TYPE (HARMFUL EVENT)

1	Collision with MV in Transport (Rear End)	42	19.8%
2	Collision with MV in Transport (Head On)	2	0.9%
3	Collision with MV in Transport (Angle)	31	14.6%
4	Collision with MV in Transport, Same Dir	6	2.8%
5	Collision with MV in Transport, Opposite I	0	0.0%
6	Collision with MV in Transport (Sideswipe	10	4.7%
7	Collision with MV in Transport (Backed In	0	0.0%
8	Collision with Parked Car	0	0.0%
9	Collision with MV on Other Roadway	16	7.5%
10	Collision with Pedestrian	1	0.5%
11	Collision with Bicycle	2	0.9%
12	Collision with Bicycle (Bike Lane)	0	0.0%
13	Collision with Moped	0	0.0%
14	Collision with Train	0	0.0%
15	Collision with Animal	1	0.5%
16	MV Hit Sign/Sign Post	4	1.9%
17	MV Hit Utility Pole/Light Pole	3	1.4%
18	MV Hit Guardrail / Cable Guardrail	30	14.2%
19	MV Hit Fence	2	0.9%
20	MV Hit Concrete Barrier Wall	8	3.8%
21	MV Hit Bridge / Pier / Abutment / Rail	0	0.0%
22	MV Hit Tree / Shrubbery	4	1.9%
23	Collision with Construction Barricade Sigr	0	0.0%
24	Collision with Traffic Gate	0	0.0%
25	Collision with Crash Attenuators	0	0.0%
26	Collision with Fixed Object Above Road	0	0.0%
27	MV Hit Other Fixed Object	3	1.4%
28	Collision With Moveable Object On Road	1	0.5%
29	MV Ran Into Ditch / Culvert	6	2.8%
30	Ran Off Road / Into Water	2	0.9%
31	Overturned	15	7.1%
32	Occupant Fell From Vehicle	0	0.0%
33	Tractor/Trailer Jackknifed	0	0.0%
34	Fire	0	0.0%
35	Explosion	0	0.0%
36	Downhill Runaway	0	0.0%
37	Cargo Loss or Shift	2	0.9%
38	Separation Of Units	0	0.0%
39	Median Crossover	1	0.5%
77	All other	17	8.0%
88	Unknown	3	1.4%
	TOTAL	212	100%

ACCIDENT PRIMARY CONTRIBUTING CAUSE

1	No Improper Driving / Action	20	9.4%
2	Careless Driving	111	52.1%
3	Failed to Yield Right-of-Way	4	1.9%
4	Improper Backing	1	0.5%
5	Improper Lane Change	23	10.8%
6	Improper Turn	3	1.4%
7	Alcohol - Under Influence	1	0.5%
8	Drugs - Under Influence	0	0.0%
9	Alcohol & Drugs - Under Influenc	0	0.0%
10	Followed Too Closely	0	0.0%
11	Disregarded Traffic Signal	6	2.8%
12	Exceeded Safe Speed Limit	15	7.0%
13	Disregarded Stop Sign	1	0.5%
14	Failed To Maintain Equip/Vehicle	2	0.9%
15	Improper Passing	1	0.5%
16	Drove Left of Center	1	0.5%
17	Exceeded State Speed Limit	2	0.9%
18	Obstructing Traffic	1	0.5%
19	Improper Load	2	0.9%
20	Disregarded Traffic Control	0	0.0%
21	Driving Wrong/Side Way	0	0.0%
22	Fleeing Police	0	0.0%
23	Vehicle Modified	0	0.0%
24	Driver Distraction	0	0.0%
77	All Other	16	7.5%
88	Unknown	3	1.4%
	TOTAL	213	100%

Lighting Conditions

1	Daylight	129	0.0%	60.6%
2	Dusk	10	0.0%	4.7%
3	Dawn	2	0.0%	0.9%
4	Dark/Lights	59	0.0%	27.7%
5	Dark/No Lights	13	0.0%	6.1%
6	Dark Unknown	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
TOTAL		213	0%	100%

Road Surface Conditions

1	Dry	150	0.0%	70.4%
2	Wet	62	0.0%	29.1%
3	Slippery	1	0.0%	0.5%
4	Icy	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
TOTAL		213	0%	100%

TABLE 417-2

SR 417 (Central Florida GreeneWay) Spot Speed Study

Year 2011 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)	Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
1	820754730	3/27/2011	Sunday	6 50 AM	0 000	18 MV Hit Guardrail / Cable Guardrail	0	0	1	3	Dawn	1	Dry	No	NB	77	All Other
2	819858700	1/24/2011	Monday	3 28 PM	0 987	31 Overturned	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
3	819897290	6/29/2011	Wednesday	5 00 PM	0 601	88 Unknown	0	0	1	1	Daylight	2	Wet	No	- NA -	88	Unknown
4	822600370	11/2/2011	Wednesday	5 25 PM	0 147	1 Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
5	820885420	5/17/2011	Tuesday	10 30 PM	0 198	1 Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	1	Dry	No	EB	2	Careless Driving
6	822728280	8/18/2011	Thursday	11 55 AM	0 200	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	EB	2	Careless Driving
7	819585440	5/12/2011	Thursday	5 50 PM	0 204	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
8	822653750	6/23/2011	Thursday	12 16 AM	0 000	1 Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	No	WB	2	Careless Driving
9	828601960	12/24/2011	Saturday	7 20 PM	0 000	1 Collision with MV in Transport (Rear End)	0	0	1	5	Dark/No Lights	1	Dry	No	NB	3	Failed to Yield Right-of-Way
10	819950790	10/9/2011	Sunday	12 49 PM	0 345	3 Collision with MV in Transport (Angle)	0	5	0	1	Daylight	1	Dry	No	NB	3	Failed to Yield Right-of-Way
11	828244540	9/22/2011	Thursday	7 58 PM	0 252	1 Collision with MV in Transport (Rear End)	0	0	1	2	Dusk	2	Wet	No	WB	11	Disregarded Traffic Signal
12	820889770	7/16/2011	Saturday	10 05 PM	0 000	3 Collision with MV in Transport (Angle)	0	3	0	4	Dark/Lights	1	Dry	No	EB	3	Failed to Yield Right-of-Way
13	819192580	1/21/2011	Friday	12 00 AM	0 000	19 MV Hit Fence	0	0	1	1	Daylight	2	Wet	No	WB	2	Careless Driving
14	829630200	9/11/2011	Sunday	12 00 AM	0 000	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
15	820659700	2/14/2011	Monday	5 01 AM	0 260	3 Collision with MV in Transport (Angle)	0	9	0	4	Dark/Lights	1	Dry	No	EB	1	No Improper Driving / Action
16	829612300	7/22/2011	Friday	12 00 AM	0 260	3 Collision with MV in Transport (Angle)	0	2	0	1	Daylight	1	Dry	No	EB	11	Disregarded Traffic Signal
17	828490840	11/6/2011	Sunday	11 45 PM	0 260	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
18	822008870	7/20/2011	Wednesday	12 00 AM	0 000	3 Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	SB	3	Failed to Yield Right-of-Way
19	821980440	4/4/2011	Monday	12 00 AM	0 038	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	EB	10	Followed Too Closely
20	828491520	12/30/2011	Friday	10 16 AM	0 000	3 Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	77	All Other
21	819896820	1/27/2011	Thursday	4 10 AM	0 421	18 MV Hit Guardrail / Cable Guardrail	0	2	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
22	820886870	5/13/2011	Friday	7 00 PM	0 421	20 MV Hit Concrete Barrier Wall	0	0	1	2	Dusk	2	Wet	No	EB	2	Careless Driving
23	822761140	7/30/2011	Saturday	5 17 PM	0 421	3 Collision with MV in Transport (Angle)	0	3	0	1	Daylight	1	Dry	No	SB	11	Disregarded Traffic Signal
24	828627500	12/10/2011	Saturday	1 40 AM	0 421	1 Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
25	820239050	3/15/2011	Tuesday	1 55 PM	0 127	16 MV Hit Sign/Sign Post	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
26	828414520	11/18/2011	Friday	7 00 AM	0 318	1 Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
27	819858630	1/10/2011	Monday	4 29 PM	0 000	31 Overturned	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
28	820889980	7/31/2011	Sunday	4 07 AM	1 000	16 MV Hit Sign/Sign Post	0	1	0	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving
29	820239190	4/4/2011	Monday	12 45 PM	1 033	17 MV Hit Utility Pole/Light Pole	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
30	820692090	7/24/2011	Sunday	2 49 PM	1 088	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
31	820722460	3/18/2011	Friday	1 06 AM	1 115	3 Collision with MV in Transport (Angle)	0	0	1	4	Dark/Lights	1	Dry	No	EB	77	All Other
32	820238680	1/1/2011	Saturday	7 45 PM	1 172	1 Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving
33	820853740	5/10/2011	Tuesday	1 16 AM	1 570	88 Unknown	0	1	0	5	Dark/No Lights	1	Dry	No	- NA -	88	Unknown
34	828272550	9/28/2011	Wednesday	3 00 AM	1 643	1 Collision with MV in Transport (Rear End)	0	3	0	5	Dark/No Lights	1	Dry	No	WB	77	All Other
35	822603980	10/1/2011	Saturday	7 35 AM	1 652	1 Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
36	820691530	1/29/2011	Saturday	4 32 PM	1 662	18 MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
37	822453920	9/14/2011	Wednesday	3 15 PM	2 024	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
38	820027720	1/25/2011	Tuesday	5 54 PM	3 070	3 Collision with MV in Transport (Angle)	0	0	1	5	Dark/No Lights	2	Wet	No	SB	1	No Improper Driving / Action
39	820691710	6/12/2011	Sunday	11 50 AM	3 070	88 Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
40	822600380	11/4/2011	Friday	10 48 AM	3 070	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving

TABLE 417-2

SR 417 (Central Florida GreeneWay) Spot Speed Study

Year 2011 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
41	819585220	2/4/2011	Friday	6 50 AM	3 317	88	Unknown	0	0	1	4	Dark/Lights	2	Wet	No	- NA -	88	Unknown
42	828678270	12/25/2011	Sunday	10 12 AM	3 317	31	Overturned	0	1	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
43	828414660	12/17/2011	Saturday	7 00 AM	3 551	3	Collision with MV in Transport (Angle)	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
44	820691910	5/6/2011	Friday	4 15 PM	3 658	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
45	820890850	4/25/2011	Monday	10 06 PM	4 120	3	Collision with MV in Transport (Angle)	0	0	1	4	Dark/Lights	1	Dry	No	WB	1	No Improper Driving / Action
46	822571960	11/24/2011	Thursday	2 05 PM	4 759	31	Overturned	0	1	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
47	820028310	6/28/2011	Tuesday	7 01 PM	4 926	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	2	Wet	No	SB	1	No Improper Driving / Action
48	828190150	9/2/2011	Friday	10 40 PM	5 050	88	Unknown	0	1	0	5	Dark/No Lights	1	Dry	No	- NA -	88	Unknown
49	828414680	12/21/2011	Wednesday	8 55 PM	6 175	1	Collision with MV in Transport (Rear End)	0	3	0	5	Dark/No Lights	1	Dry	No	NB	2	Careless Driving
50	819896870	2/22/2011	Tuesday	4 00 PM	6 795	1	Collision with MV in Transport (Rear End)	0	6	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
51	819897260	6/23/2011	Thursday	7 55 PM	7 321	1	Collision with MV in Transport (Rear End)	0	3	0	2	Dusk	1	Dry	No	NB	2	Careless Driving
52	828678230	12/19/2011	Monday	8 00 AM	8 321	18	MV Hit Guardrail / Cable Guardrail	0	2	0	5	Dark/No Lights	1	Dry	No	SB	1	No Improper Driving / Action
53	822604200	12/19/2011	Monday	8 00 PM	8 321	1	Collision with MV in Transport (Rear End)	0	2	0	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving
54	819896800	1/20/2011	Thursday	5 10 PM	8 482	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
55	820718360	7/20/2011	Wednesday	12 16 PM	9 696	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
56	822486840	7/7/2011	Thursday	1 38 AM	10 196	77	All other	0	0	1	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
57	819896620	6/22/2011	Wednesday	4 35 PM	10 260	17	MV Hit Utility Pole/Light Pole	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
58	820641930	9/24/2011	Saturday	9 48 AM	10 296	9	Collision with MV on Other Roadway	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
59	821980830	4/15/2011	Friday	12 00 AM	11 508	1	Collision with MV in Transport (Rear End)	0	3	0	4	Dark/Lights	1	Dry	No	WB	10	Followed Too Closely
60	822018410	8/18/2011	Thursday	12 00 AM	11 841	30	Ran Off Road / Into Water	0	0	1	4	Dark/Lights	2	Wet	No	EB	1	No Improper Driving / Action
61	819205440	3/1/2011	Tuesday	12 00 AM	12 152	31	Overturned	0	1	0	1	Daylight	1	Dry	No	SB	77	All Other
62	829622800	11/4/2011	Friday	12 00 AM	12 626	15	Collision with Animal	0	0	1	5	Dark/No Lights	1	Dry	No	NB	1	No Improper Driving / Action
63	820705030	2/17/2011	Thursday	1 12 AM	14 133	19	MV Hit Fence	0	1	0	5	Dark/No Lights	1	Dry	No	NB	12	Exceeded Safe Speed Limit
64	822453730	8/12/2011	Friday	5 40 PM	14 953	16	MV Hit Sign/Sign Post	0	1	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
65	819981310	11/8/2011	Tuesday	12 06 AM	15 093	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
66	822600300	10/26/2011	Wednesday	7 00 PM	15 917	88	Unknown	0	0	1	3	Dawn	1	Dry	No	- NA -	88	Unknown
67	820028080	4/24/2011	Sunday	6 09 PM	16 975	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
68	820896630	6/12/2011	Sunday	4 09 AM	17 017	20	MV Hit Concrete Barrier Wall	0	1	0	4	Dark/Lights	1	Dry	No	NB	77	All Other
69	819858790	2/25/2011	Friday	6 45 AM	17 231	3	Collision with MV in Transport (Angle)	0	0	1	3	Dawn	1	Dry	No	SB	2	Careless Driving
70	820691700	6/11/2011	Saturday	6 10 AM	17 357	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
71	820864090	4/23/2011	Saturday	3 58 PM	19 184	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
72	822571970	11/28/2011	Monday	7 01 AM	19 373	31	Overturned	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
73	822571570	8/6/2011	Saturday	6 05 PM	19 883	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
74	820238760	1/14/2011	Friday	1 10 PM	0 035	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
75	819897010	4/3/2011	Sunday	3 05 PM	0 035	2	Collision with MV in Transport (Head On)	0	2	0	1	Daylight	1	Dry	No	SB	3	Failed to Yield Right-of-Way
76	820027970	3/31/2011	Thursday	12 00 AM	0 189	9	Collision with MV on Other Roadway	0	0	1	5	Dark/No Lights	2	Wet	No	WB	1	No Improper Driving / Action
77	820238970	3/4/2011	Friday	4 25 PM	0 100	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
78	822010620	6/25/2011	Saturday	12 00 AM	0 000	11	Collision with Bicycle	0	1	0	1	Daylight	1	Dry	No	NB	3	Failed to Yield Right-of-Way
79	828509940	12/1/2011	Thursday	8 02 AM	0 009	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
80	822576540	6/19/2011	Sunday	10 15 AM	0 273	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	EB	11	Disregarded Traffic Signal

TABLE 417-2

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Year 2011 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
81	828243990	8/23/2011	Tuesday	12 39 PM	0 273	11	Collision with Bicycle	0	1	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
82	820766560	4/4/2011	Monday	5 40 AM	0 000	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	EB	1	No Improper Driving / Action
83	828414570	11/30/2011	Wednesday	9 05 AM	0 300	1	Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
84	822453280	5/8/2011	Sunday	8 30 AM	0 277	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
85	820023770	9/10/2011	Saturday	10 31 AM	0 000	3	Collision with MV in Transport (Angle)	0	5	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
86	820608640	2/3/2011	Thursday	7 53 AM	0 290	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
87	822604260	10/10/2011	Monday	9 00 AM	0 290	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
88	820240450	10/19/2011	Wednesday	10 50 AM	0 004	31	Overturned	0	2	0	1	Daylight	1	Dry	No	NB	77	All Other
89	828261500	10/10/2011	Monday	3 59 AM	0 095	31	Overturned	0	1	0	4	Dark/Lights	2	Wet	No	SB	12	Exceeded Safe Speed Limit
90	820238960	2/27/2011	Sunday	3 35 PM	0 200	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
91	828270980	11/11/2011	Friday	12 17 AM	0 458	1	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	Yes	SB	2	Careless Driving
92	820238730	1/10/2011	Monday	5 10 AM	0 000	31	Overturned	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
93	822453970	9/22/2011	Thursday	3 05 PM	0 208	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
94	819593910	3/15/2011	Tuesday	6 35 PM	0 322	11	Collision with Bicycle	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
95	822623550	7/7/2011	Thursday	6 04 PM	0 322	11	Collision with Bicycle	0	1	0	1	Daylight	2	Wet	No	SB	3	Failed to Yield Right-of-Way
96	820831370	8/26/2011	Friday	10 38 AM	0 142	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
97	820239130	3/30/2011	Wednesday	5 25 PM	0 190	27	MV Hit Other Fixed Object	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
98	819811940	1/18/2011	Tuesday	3 00 AM	0 853	88	Unknown	0	0	1	4	Dark/Lights	2	Wet	No	- NA -	88	Unknown
99	828386120	11/5/2011	Saturday	11 48 PM	0 239	20	MV Hit Concrete Barrier Wall	0	2	0	4	Dark/Lights	2	Wet	No	WB	2	Careless Driving
100	820027750	2/4/2011	Friday	11 01 AM	0 643	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	2	Wet	No	SB	1	No Improper Driving / Action
101	820027910	3/28/2011	Monday	11 15 AM	0 643	31	Overturned	0	1	0	1	Daylight	2	Wet	No	SB	1	No Improper Driving / Action
102	828299260	9/28/2011	Wednesday	10 15 PM	0 643	20	MV Hit Concrete Barrier Wall	0	1	0	4	Dark/Lights	2	Wet	No	EB	77	All Other
103	822453990	9/22/2011	Thursday	8 25 PM	0 776	20	MV Hit Concrete Barrier Wall	0	1	0	4	Dark/Lights	2	Wet	No	WB	2	Careless Driving
104	820238860	2/10/2011	Thursday	11 25 AM	0 101	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	2	Wet	No	EB	2	Careless Driving
105	820023170	1/18/2011	Tuesday	6 30 AM	0 106	20	MV Hit Concrete Barrier Wall	0	2	0	3	Dawn	2	Wet	No	EB	2	Careless Driving
106	828297590	9/23/2011	Friday	12 44 PM	0 268	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	WB	3	Failed to Yield Right-of-Way
107	820625650	2/25/2011	Friday	3 50 AM	0 145	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
108	822011750	10/19/2011	Wednesday	12 00 AM	0 881	77	All other	0	0	1	4	Dark/Lights	2	Wet	No	SB	1	No Improper Driving / Action
109	820236440	2/22/2011	Tuesday	12 29 AM	1 195	1	Collision with MV in Transport (Rear End)	0	2	0	4	Dark/Lights	1	Dry	Yes	NB	2	Careless Driving
110	820027830	2/25/2011	Friday	6 01 PM	1 354	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
111	822600230	10/1/2011	Saturday	3 28 PM	1 382	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
112	822571910	11/17/2011	Thursday	5 49 PM	1 392	1	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	No	NB	1	No Improper Driving / Action
113	820844590	10/8/2011	Saturday	9 30 PM	1 450	77	All other	0	0	1	4	Dark/Lights	2	Wet	No	SB	77	All Other
114	820239020	3/11/2011	Friday	2 55 PM	1 454	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
115	820023430	7/31/2011	Sunday	7 50 PM	1 454	1	Collision with MV in Transport (Rear End)	0	0	1	2	Dusk	2	Wet	No	NB	2	Careless Driving
116	820240470	10/26/2011	Wednesday	7 40 AM	1 454	77	All other	0	1	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
117	819896600	6/6/2011	Monday	5 45 PM	1 591	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
118	822604090	10/24/2011	Monday	4 25 PM	1 604	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
119	820681260	3/24/2011	Thursday	1 40 AM	1 642	3	Collision with MV in Transport (Angle)	0	0	1	4	Dark/Lights	1	Dry	No	NB	1	No Improper Driving / Action
120	828414550	11/29/2011	Tuesday	9 50 AM	1 854	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving

TABLE 417-2

SR 417 (Central Florida GreeneWay) Spot Speed Study

Year 2011 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
121	828414620	12/8/2011	Thursday	2 40 PM	1 854	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
122	820740460	8/24/2011	Wednesday	12 30 PM	2 354	31	Overturned	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
123	819896950	3/22/2011	Tuesday	9 15 AM	2 662	37	Cargo Loss or Shift	0	1	0	1	Daylight	1	Dry	No	SB	77	All Other
124	820239140	3/30/2011	Wednesday	6 00 PM	2 662	77	All other	0	1	0	2	Dusk	2	Wet	No	NB	1	No Improper Driving / Action
125	822458940	5/18/2011	Wednesday	3 49 AM	2 662	27	MV Hit Other Fixed Object	0	0	1	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving
126	822453630	7/29/2011	Friday	7 20 AM	2 662	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
127	819896610	6/13/2011	Monday	5 35 PM	2 752	9	Collision with MV on Other Roadway	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
128	822453440	6/15/2011	Wednesday	4 35 AM	3 162	9	Collision with MV on Other Roadway	0	0	1	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving
129	822571700	9/28/2011	Wednesday	12 00 AM	3 643	1	Collision with MV in Transport (Rear End)	0	1	0	3	Dawn	1	Dry	No	NB	1	No Improper Driving / Action
130	820889710	6/12/2011	Sunday	3 45 PM	4 684	1	Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
131	820184020	9/25/2011	Sunday	6 25 AM	4 684	16	MV Hit Sign/Sign Post	0	0	1	5	Dark/No Lights	1	Dry	No	SB	2	Careless Driving
132	819565420	6/19/2011	Sunday	2 31 AM	6 120	9	Collision with MV on Other Roadway	0	6	0	4	Dark/Lights	2	Wet	No	SB	1	No Improper Driving / Action
133	822503630	7/7/2011	Thursday	7 16 PM	6 294	88	Unknown	0	1	0	1	Daylight	2	Wet	No	NA	88	Unknown
134	820864380	7/10/2011	Sunday	6 13 PM	6 465	88	Unknown	0	2	0	1	Daylight	2	Wet	No	NA	88	Unknown
135	822453560	7/15/2011	Friday	12 40 PM	6 468	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	77	All Other
136	828409410	12/6/2011	Tuesday	12 03 PM	6 473	88	Unknown	0	0	1	1	Daylight	1	Dry	No	NA	88	Unknown
137	822764950	8/19/2011	Friday	6 23 PM	6 477	31	Overturned	0	0	1	1	Daylight	2	Wet	No	NB	1	No Improper Driving / Action
138	822453320	5/20/2011	Friday	12 25 PM	6 735	31	Overturned	0	0	1	1	Daylight	1	Dry	No	WB	2	Careless Driving
139	820239200	4/5/2011	Tuesday	7 45 AM	7 079	1	Collision with MV in Transport (Rear End)	0	3	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
140	828414590	12/1/2011	Thursday	9 00 AM	7 590	31	Overturned	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
141	820238830	1/25/2011	Tuesday	3 50 PM	7 690	88	Unknown	0	0	1	1	Daylight	1	Dry	No	NA	88	Unknown
142	820023720	8/24/2011	Wednesday	3 50 PM	7 690	88	Unknown	0	0	1	1	Daylight	1	Dry	No	NA	88	Unknown
143	822604420	12/4/2011	Sunday	3 28 PM	7 690	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
144	822453900	9/9/2011	Friday	1 20 PM	7 890	88	Unknown	0	0	1	1	Daylight	1	Dry	No	NA	88	Unknown
145	828414430	10/9/2011	Sunday	10 55 AM	7 890	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
146	828409240	10/19/2011	Wednesday	4 28 PM	7 901	9	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
147	820240170	1/7/2011	Friday	10 40 AM	7 995	1	Collision with MV in Transport (Rear End)	0	4	0	1	Daylight	1	Dry	No	SB	77	All Other
148	828409260	11/2/2011	Wednesday	1 07 PM	8 194	20	MV Hit Concrete Barrier Wall	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
149	819841940	6/30/2011	Thursday	4 35 PM	8 218	9	Collision with MV on Other Roadway	0	1	0	1	Daylight	2	Wet	No	NB	1	No Improper Driving / Action
150	820023650	5/20/2011	Friday	7 10 PM	8 288	2	Collision with MV in Transport (Head On)	0	2	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
151	828409210	10/9/2011	Sunday	10 59 AM	8 824	88	Unknown	0	0	1	1	Daylight	2	Wet	No	NA	88	Unknown
152	820028130	5/6/2011	Friday	5 40 AM	9 118	27	MV Hit Other Fixed Object	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
153	820718380	7/28/2011	Thursday	2 01 PM	9 118	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	2	Wet	No	NB	1	No Improper Driving / Action
154	828414700	12/24/2011	Saturday	12 05 PM	9 118	9	Collision with MV on Other Roadway	0	1	0	1	Daylight	1	Dry	No	NB	77	All Other
155	828414710	12/28/2011	Wednesday	2 40 PM	9 118	28	Collision With Moveable Object On Road	0	1	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
156	828414720	12/30/2011	Friday	4 20 PM	9 118	18	MV Hit Guardrail / Cable Guardrail	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
157	822453740	8/12/2011	Friday	7 35 PM	9 262	18	MV Hit Guardrail / Cable Guardrail	0	1	0	2	Dusk	1	Dry	No	NB	2	Careless Driving
158	820670690	3/5/2011	Saturday	12 10 AM	9 362	88	Unknown	0	0	1	4	Dark/Lights	2	Wet	No	NA	88	Unknown
159	822600430	11/27/2011	Sunday	12 37 PM	9 362	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
160	820624310	3/28/2011	Monday	11 31 AM	9 435	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving

TABLE 417-2

SR 417 (Central Florida GreeneWay) Spot Speed Study

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No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)	Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
161	828352440	11/13/2011	Sunday	11 18 PM	9 776	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
162	822453910	9/9/2011	Friday	6 20 PM	10 127	3 Collision with MV in Transport (Angle)	0	7	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
163	820028010	4/14/2011	Thursday	5 01 PM	10 173	3 Collision with MV in Transport (Angle)	0	2	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
164	828409230	10/13/2011	Thursday	6 57 PM	10 173	77 All other	0	0	1	2	Dusk	1	Dry	No	SB	77	All Other
165	820027710	1/15/2011	Saturday	1 04 PM	10 174	18 MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
166	822531410	6/18/2011	Saturday	3 07 AM	10 174	88 Unknown	0	0	1	4	Dark/Lights	2	Wet	No	- NA -	88	Unknown
167	820283700	3/25/2011	Friday	4 18 PM	10 296	18 MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
168	828461720	10/27/2011	Thursday	2 09 AM	10 403	20 MV Hit Concrete Barrier Wall	0	1	0	4	Dark/Lights	1	Dry	No	SB	77	All Other
169	820027740	2/4/2011	Friday	6 26 AM	10 469	18 MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	SB	1	No Improper Driving / Action
170	822604100	10/24/2011	Monday	8 25 PM	10 469	77 All other	0	1	0	4	Dark/Lights	1	Dry	No	SB	77	All Other
171	820023620	8/17/2011	Wednesday	2 20 PM	10 488	1 Collision with MV in Transport (Rear End)	0	3	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
172	820023530	8/17/2011	Wednesday	2 54 PM	10 488	18 MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
173	820641940	10/10/2011	Monday	8 11 AM	10 588	88 Unknown	0	0	1	3	Dawn	2	Wet	No	- NA -	88	Unknown
174	820681270	3/24/2011	Thursday	3 46 AM	10 720	2 Collision with MV in Transport (Head On)	2	0	0	4	Dark/Lights	1	Dry	Yes	SB	2	Careless Driving
175	820240220	8/27/2011	Saturday	8 20 AM	10 888	9 Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
176	828342730	10/28/2011	Friday	2 27 AM	10 888	31 Overturned	0	3	0	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving

Notes

1 Crash information shown was obtained from the latest output from the FDOT CAR reporting system requested and obtained from FDOT at the time of this study

ACCIDENT TYPE (HARMFUL EVENT)

1	Collision with MV in Transport (Rear End)	44	25.0%
2	Collision with MV in Transport (Head On)	3	1.7%
3	Collision with MV in Transport (Angle)	22	12.5%
4	Collision with MV in Transport, Same Dire	0	0.0%
5	Collision with MV in Transport, Opposite D	0	0.0%
6	Collision with MV in Transport (Sideswipe	0	0.0%
7	Collision with MV in Transport (Backed In	0	0.0%
8	Collision with Parked Car	0	0.0%
9	Collision with MV on Other Roadway	9	5.1%
10	Collision with Pedestrian	0	0.0%
11	Collision with Bicycle	4	2.3%
12	Collision with Bicycle (Bike Lane)	0	0.0%
13	Collision with Moped	0	0.0%
14	Collision with Train	0	0.0%
15	Collision with Animal	1	0.6%
16	MV Hit Sign/Sign Post	4	2.3%
17	MV Hit Utility Pole/Light Pole	2	1.1%
18	MV Hit Guardrail / Cable Guardrail	17	9.7%
19	MV Hit Fence	2	1.1%
20	MV Hit Concrete Barrier Wall	13	7.4%
21	MV Hit Bridge / Pier / Abutment / Rail	0	0.0%
22	MV Hit Tree / Shrubbery	0	0.0%
23	Collision with Construction Barricade Sign	0	0.0%
24	Collision with Traffic Gate	0	0.0%
25	Collision with Crash Attenuators	0	0.0%
26	Collision with Fixed Object Above Road	0	0.0%
27	MV Hit Other Fixed Object	3	1.7%
28	Collision With Moveable Object On Road	1	0.6%
29	MV Ran Into Ditch / Culvert	0	0.0%
30	Ran Off Road / Into Water	1	0.6%
31	Overturned	15	8.5%
32	Occupant Fell From Vehicle	0	0.0%
33	Tractor/Trailer Jackknifed	0	0.0%
34	Fire	0	0.0%
35	Explosion	0	0.0%
36	Downhill Runaway	0	0.0%
37	Cargo Loss or Shift	1	0.6%
38	Separation Of Units	0	0.0%
39	Median Crossover	0	0.0%
77	All other	7	4.0%
88	Unknown	27	15.3%
	TOTAL	176	100%

ACCIDENT PRIMARY CONTRIBUTING CAUSE

1	No Improper Driving / Action	38	21.8%
2	Careless Driving	79	44.9%
3	Failed to Yield Right-of-Way	8	4.5%
4	Improper Backing	0	0.0%
5	Improper Lane Change	0	0.0%
6	Improper Turn	0	0.0%
7	Alcohol - Under Influence	0	0.0%
8	Drugs - Under Influence	0	0.0%
9	Alcohol & Drugs - Under Influenc	0	0.0%
10	Followed Too Closely	2	1.1%
11	Disregarded Traffic Signal	4	2.3%
12	Exceeded Safe Speed Limit	2	1.1%
13	Disregarded Stop Sign	0	0.0%
14	Failed To Maintain Equip/Vehicle	0	0.0%
15	Improper Passing	0	0.0%
16	Drove Left of Center	0	0.0%
17	Exceeded State Speed Limit	0	0.0%
18	Obstructing Traffic	0	0.0%
19	Improper Load	0	0.0%
20	Disregarded Traffic Control	0	0.0%
21	Driving Wrong/Side Way	0	0.0%
22	Fleeing Police	0	0.0%
23	Vehicle Modified	0	0.0%
24	Driver Distraction	0	0.0%
77	All Other	16	9.1%
88	Unknown	27	15.3%
	TOTAL	176	100%

Lighting Conditions

1	Daylight	111	0.0%	63.1%
2	Dusk	7	0.0%	4.0%
3	Dawn	6	0.0%	3.4%
4	Dark/Lights	41	0.0%	23.3%
5	Dark/No Lights	11	0.0%	6.1%
6	Dark Unknown	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
TOTAL		176	0%	100%

Road Surface Conditions

1	Dry	131	0.0%	74.4%
2	Wet	45	0.0%	25.6%
3	Slippery	0	0.0%	0.0%
4	Icy	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
TOTAL		176	0%	100%

TABLE 417-3

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No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
1	831757490	7/24/2012	Tuesday	9 56 PM	0.051	1	Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
2	828502850	7/2/2012	Monday	5 12 AM	1 033	15	Collision with Animal	0	0	1	4	Dark/Lights	1	Dry	No	NB	1	No Improper Driving / Action
3	828741500	2/11/2012	Saturday	2 29 AM	0 000	22	MV Hit Tree / Shrubbery	0	1	0	5	Dark/No Lights	2	Wet	No	EB	2	Careless Driving
4	831696260	9/18/2012	Tuesday	3 16 PM	0 000	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	EB	12	Exceeded Safe Speed Limit
5	828376290	9/17/2012	Monday	3 58 PM	0 100	8	Collision with Parked Car	0	0	1	1	Daylight	2	Wet	No	EB	12	Exceeded Safe Speed Limit
6	831551740	5/31/2012	Thursday	8 34 PM	0 102	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	2	Wet	No	EB	2	Careless Driving
7	828376280	9/17/2012	Monday	3 56 PM	0 304	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	EB	12	Exceeded Safe Speed Limit
8	828376370	9/21/2012	Friday	6 40 PM	0 304	18	MV Hit Guardrail / Cable Guardrail	0	0	1	2	Dusk	2	Wet	No	EB	12	Exceeded Safe Speed Limit
9	831696210	9/14/2012	Friday	5 06 PM	0 350	9	Collision with MV on Other Roadway	0	0	1	1	Daylight	2	Wet	No	EB	1	No Improper Driving / Action
10	831696270	9/18/2012	Tuesday	3 21 PM	0 400	8	Collision with Parked Car	0	1	0	1	Daylight	2	Wet	No	EB	12	Exceeded Safe Speed Limit
11	828708850	7/11/2012	Wednesday	3 40 PM	0 404	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	WB	2	Careless Driving
12	831440000	6/9/2012	Saturday	2 55 AM	0 461	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	2	Wet	No	EB	77	All Other
13	828581790	10/2/2012	Tuesday	5 35 PM	0 471	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
14	828581780	10/2/2012	Tuesday	5 35 PM	0 480	20	MV Hit Concrete Barrier Wall	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
15	828502760	6/6/2012	Wednesday	7 36 PM	0 611	18	MV Hit Guardrail / Cable Guardrail	0	1	0	3	Dawn	2	Wet	No	EB	1	No Improper Driving / Action
16	831729890	8/5/2012	Sunday	2 01 PM	0 694	77	All other	0	0	1	1	Daylight	2	Wet	No	NB	77	All Other
17	828581770	10/1/2012	Monday	8 30 PM	0.827	9	Collision with MV on Other Roadway	0	0	1	4	Dark/Lights	2	Wet	No	NB	2	Careless Driving
18	828414820	2/2/2012	Thursday	4 00 AM	0 866	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
19	831729800	6/26/2012	Tuesday	7 58 AM	1 047	88	Unknown	0	0	1	1	Daylight	2	Wet	No	- NA -	88	Unknown
20	828943940	4/2/2012	Monday	2 39 AM	0 004	16	MV Hit Sign/Sign Post	0	0	1	5	Dark/No Lights	1	Dry	No	WB	1	No Improper Driving / Action
21	819625020	1/23/2012	Monday	7 03 PM	0 200	31	Overturned	0	1	0	4	Dark/Lights	1	Dry	No	WB	2	Careless Driving
22	832287430	12/26/2012	Wednesday	2 46 PM	0 503	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
23	832161340	10/8/2012	Monday	7 20 AM	0.522	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
24	832161630	12/29/2012	Saturday	10 45 AM	0 000	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
25	832161590	12/28/2012	Friday	8 15 PM	0 000	1	Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	2	Wet	No	NB	2	Careless Driving
26	828414730	1/7/2012	Saturday	4 15 PM	0 201	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
27	831691170	9/22/2012	Saturday	1 38 PM	0 201	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
28	832163680	10/8/2012	Monday	11 26 AM	0 000	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	WB	21	Driving Wrong/Side Way
29	828581730	9/28/2012	Friday	4 43 PM	0 413	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
30	831837010	8/30/2012	Thursday	8 10 PM	0 451	88	Unknown	0	0	1	2	Dusk	2	Wet	No	- NA -	88	Unknown
31	831578650	6/10/2012	Sunday	6 05 AM	0 000	88	Unknown	0	0	1	4	Dark/Lights	2	Wet	No	- NA -	88	Unknown
32	832402040	10/31/2012	Wednesday	5 56 AM	0 000	3	Collision with MV in Transport (Angle)	0	1	0	4	Dark/Lights	1	Dry	No	SB	77	All Other
33	828807180	2/26/2012	Sunday	11 18 AM	0 359	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	NB	77	All Other
34	828712740	5/12/2012	Saturday	1 26 PM	0 359	3	Collision with MV in Transport (Angle)	0	4	0	1	Daylight	1	Dry	No	NB	11	Disregarded Traffic Signal
35	831607910	6/13/2012	Wednesday	4 10 PM	0 359	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	11	Disregarded Traffic Signal
36	831723060	7/17/2012	Tuesday	5 31 PM	0 359	3	Collision with MV in Transport (Angle)	0	2	0	1	Daylight	1	Dry	No	NB	77	All Other
37	828502700	5/28/2012	Monday	3 38 PM	0 000	3	Collision with MV in Transport (Angle)	0	3	0	1	Daylight	2	Wet	No	SB	1	No Improper Driving / Action
38	828415030	3/29/2012	Thursday	5 30 PM	0 289	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
39	833508570	5/14/2012	Monday	12 00 AM	0 260	9	Collision with MV on Other Roadway	0	1	0	4	Dark/Lights	2	Wet	No	EB	2	Careless Driving
40	831590060	6/7/2012	Thursday	9 27 AM	0 260	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	2	Wet	No	EB	77	All Other

TABLE 417-3

SR 417 (Central Florida GreeneWay) Spot Speed Study

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No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)	Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
41	831540390	6/24/2012	Sunday	1 02 PM	0 260	3 Collision with MV in Transport (Angle)	0	0	1	1	Daylight	2	Wet	No	EB	11	Disregarded Traffic Signal
42	829070190	9/15/2012	Saturday	2 14 AM	0 260	3 Collision with MV in Transport (Angle)	0	0	1	4	Dark/Lights	1	Dry	Yes	SB	11	Disregarded Traffic Signal
43	829704680	5/31/2012	Thursday	12 00 AM	0 000	3 Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	EB	3	Failed to Yield Right-of-Way
44	831766720	8/16/2012	Thursday	12 29 PM	0 000	3 Collision with MV in Transport (Angle)	0	2	0	1	Daylight	1	Dry	No	NB	11	Disregarded Traffic Signal
45	828415150	4/19/2012	Thursday	5 05 PM	0 500	1 Collision with MV in Transport (Rear End)	0	3	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
46	831692760	8/15/2012	Wednesday	8 04 PM	0 000	4 Collision with MV in Transport Same Direction	0	2	0	2	Dusk	1	Dry	No	NB	77	All Other
47	828409800	5/4/2012	Friday	12 11 PM	0 133	32 Occupant Fell From Vehicle	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
48	828581710	9/2/2012	Sunday	5 55 PM	0 402	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
49	828408080	1/12/2012	Thursday	2 28 AM	0 419	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
50	828741260	1/28/2012	Saturday	10 47 PM	0 421	1 Collision with MV in Transport (Rear End)	0	0	1	5	Dark/No Lights	1	Dry	No	EB	2	Careless Driving
51	831570510	6/18/2012	Monday	3 31 PM	0 421	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	EB	2	Careless Driving
52	828414870	2/8/2012	Wednesday	10 50 AM	0 005	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
53	832009090	9/18/2012	Tuesday	6 11 PM	0 321	3 Collision with MV in Transport (Angle)	0	1	0	1	Daylight	2	Wet	No	WB	77	All Other
54	828581420	3/11/2012	Sunday	4 25 PM	0 009	88 Unknown	0	0	1	1	Daylight	2	Wet	No	- NA -	88	Unknown
55	831890970	9/11/2012	Tuesday	8 50 AM	0 495	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
56	831696410	10/5/2012	Friday	5 50 PM	0 327	77 All other	0	1	0	1	Daylight	2	Wet	No	NB	2	Careless Driving
57	828581170	1/4/2012	Wednesday	8 15 AM	0 477	31 Overturned	0	1	0	1	Daylight	1	Dry	No	SB	12	Exceeded Safe Speed Limit
58	831882840	9/29/2012	Saturday	2 31 AM	0 136	77 All other	0	1	0	5	Dark/No Lights	1	Dry	No	SB	12	Exceeded Safe Speed Limit
59	832255720	9/29/2012	Saturday	2 26 AM	0 149	88 Unknown	0	0	1	5	Dark/No Lights	1	Dry	No	- NA -	88	Unknown
60	832402610	12/11/2012	Tuesday	3 18 AM	0 149	18 MV Hit Guardrail / Cable Guardrail	0	0	1	5	Dark/No Lights	2	Wet	No	SB	2	Careless Driving
61	832402620	12/11/2012	Tuesday	4 37 AM	0 153	18 MV Hit Guardrail / Cable Guardrail	0	0	1	5	Dark/No Lights	2	Wet	No	SB	2	Careless Driving
62	831729960	8/14/2012	Tuesday	5 34 PM	0 159	18 MV Hit Guardrail / Cable Guardrail	0	2	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
63	833503170	4/24/2012	Tuesday	12 00 AM	0 278	1 Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	1	Dry	No	SB	10	Followed Too Closely
64	832402570	12/8/2012	Saturday	10 09 PM	0 000	3 Collision with MV in Transport (Angle)	0	0	1	4	Dark/Lights	1	Dry	No	WB	3	Failed to Yield Right-of-Way
65	831696450	10/15/2012	Monday	12 56 PM	0 047	17 MV Hit Utility Pole/Light Pole	0	0	1	1	Daylight	1	Dry	Yes	SB	2	Careless Driving
66	828684600	1/5/2012	Thursday	3 51 AM	0 281	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
67	831587320	7/22/2012	Sunday	3 40 PM	1 110	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
68	831730050	9/6/2012	Thursday	5 31 PM	1 300	18 MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
69	831729950	8/12/2012	Sunday	2 13 PM	1 455	20 MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
70	828441980	11/17/2012	Saturday	12 33 AM	1 570	77 All other	0	1	0	4	Dark/Lights	1	Dry	Yes	SB	2	Careless Driving
71	828774870	1/25/2012	Wednesday	7 45 PM	1 731	1 Collision with MV in Transport (Rear End)	0	4	0	5	Dark/No Lights	1	Dry	No	NB	2	Careless Driving
72	828581240	2/11/2012	Saturday	2 21 PM	2 070	88 Unknown	0	2	0	1	Daylight	1	Dry	No	- NA -	88	Unknown
73	831696320	9/27/2012	Thursday	7 04 PM	2 245	18 MV Hit Guardrail / Cable Guardrail	0	0	1	2	Dusk	2	Wet	No	SB	77	All Other
74	828513550	2/21/2012	Tuesday	11 20 PM	2 570	18 MV Hit Guardrail / Cable Guardrail	0	1	0	5	Dark/No Lights	1	Dry	No	SB	2	Careless Driving
75	831587260	7/4/2012	Wednesday	7 40 AM	2 570	18 MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
76	831540410	6/24/2012	Sunday	4 03 PM	3 070	29 MV Ran Into Ditch / Culvert	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
77	831790110	11/12/2012	Monday	1 35 PM	4 120	77 All other	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
78	831741360	6/29/2012	Friday	9 44 PM	4 472	77 All other	0	1	0	4	Dark/Lights	1	Dry	No	SB	1	No Improper Driving / Action
79	828890630	2/22/2012	Wednesday	9 22 PM	4 620	18 MV Hit Guardrail / Cable Guardrail	0	1	0	2	Dusk	2	Wet	No	NB	2	Careless Driving
80	829033840	3/22/2012	Thursday	2 30 AM	4 620	18 MV Hit Guardrail / Cable Guardrail	0	1	0	5	Dark/No Lights	1	Dry	No	SB	1	No Improper Driving / Action

TABLE 417-3

SR 417 (Central Florida GreeneWay) Spot Speed Study

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81	831540400	6/24/2012	Sunday	2 37 PM	4 695	31 Overturned	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
82	832287370	11/17/2012	Saturday	3 00 PM	4 888	31 Overturned	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
83	828831800	2/5/2012	Sunday	8 43 AM	5 066	88 Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
84	832485450	11/29/2012	Thursday	3 12 AM	5 220	18 MV Hit Guardrail / Cable Guardrail	0	0	1	5	Dark/No Lights	1	Dry	No	EB	1	No Improper Driving / Action
85	828722340	11/17/2012	Saturday	8 25 AM	5 471	77 All other	0	0	1	1	Daylight	1	Dry	No	EB	77	All Other
86	831729940	8/12/2012	Sunday	10 00 AM	5 866	77 All other	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
87	832287410	12/3/2012	Monday	4 32 PM	5 951	27 MV Hit Other Fixed Object	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
88	828581350	3/5/2012	Monday	2 26 PM	6 295	3 Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
89	831790190	12/2/2012	Sunday	2 10 PM	6 463	18 MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	WB	2	Careless Driving
90	831551790	6/2/2012	Saturday	2 45 AM	7 045	88 Unknown	0	0	1	4	Dark/Lights	2	Wet	No	- NA -	88	Unknown
91	831730200	11/1/2012	Thursday	6 42 PM	7 181	77 All other	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
92	831695950	7/3/2012	Tuesday	5 47 PM	7 276	88 Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
93	828678320	1/11/2012	Wednesday	2 22 PM	7 340	3 Collision with MV in Transport (Angle)	0	3	0	1	Daylight	2	Wet	No	SB	1	No Improper Driving / Action
94	829033490	5/5/2012	Saturday	11 58 PM	7 378	1 Collision with MV in Transport (Rear End)	0	0	1	5	Dark/No Lights	1	Dry	No	SB	2	Careless Driving
95	828712260	1/28/2012	Saturday	2 50 PM	7 821	1 Collision with MV in Transport (Rear End)	0	3	0	1	Daylight	1	Dry	No	SB	77	All Other
96	828581340	3/4/2012	Sunday	9 11 PM	8 321	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
97	820617250	3/7/2012	Wednesday	7 05 PM	8 321	18 MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	1	Dry	No	SB	77	All Other
98	831629380	6/23/2012	Saturday	2 24 AM	9 496	88 Unknown	0	0	1	4	Dark/Lights	2	Wet	No	- NA -	88	Unknown
99	828820400	7/14/2012	Saturday	9 27 AM	9 696	9 Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
100	831730330	12/15/2012	Saturday	8 43 PM	10 936	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
101	833581300	12/28/2012	Friday	12 00 AM	11 841	9 Collision with MV on Other Roadway	0	0	1	4	Dark/Lights	2	Wet	No	SB	2	Careless Driving
102	833555970	9/18/2012	Tuesday	12 00 AM	12 920	9 Collision with MV on Other Roadway	0	0	1	4	Dark/Lights	1	Dry	No	NB	1	No Improper Driving / Action
103	829705250	5/3/2012	Thursday	12 00 AM	12 930	31 Overturned	0	2	0	4	Dark/Lights	1	Dry	Yes	WB	2	Careless Driving
104	831571190	6/24/2012	Sunday	11 04 PM	13 130	30 Ran Off Road / Into Water	0	0	1	5	Dark/No Lights	2	Wet	No	NB	1	No Improper Driving / Action
105	833586570	11/28/2012	Wednesday	12 00 AM	13 330	28 Collision With Moveable Object On Road	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
106	833555990	10/20/2012	Saturday	12 00 AM	13 690	9 Collision with MV on Other Roadway	0	0	1	4	Dark/Lights	1	Dry	No	SB	1	No Improper Driving / Action
107	833590420	12/19/2012	Wednesday	12 00 AM	13 930	1 Collision with MV in Transport (Rear End)	0	5	0	5	Dark/No Lights	1	Dry	No	NB	2	Careless Driving
108	831886550	9/7/2012	Friday	3 49 AM	14 703	31 Overturned	0	1	0	5	Dark/No Lights	1	Dry	No	NB	77	All Other
109	828722400	12/19/2012	Wednesday	4 30 PM	15 253	77 All other	0	2	0	1	Daylight	1	Dry	No	EB	2	Careless Driving
110	829056610	9/12/2012	Wednesday	11 22 PM	15 992	22 MV Hit Tree / Shrubbery	0	0	1	4	Dark/Lights	1	Dry	Yes	SB	2	Careless Driving
111	831722550	6/24/2012	Sunday	7 29 PM	16 293	29 MV Ran Into Ditch / Culvert	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
112	828708640	4/8/2012	Sunday	11 05 AM	17 197	31 Overturned	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
113	828708530	3/12/2012	Monday	9 55 AM	17 567	31 Overturned	0	1	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
114	832485570	12/5/2012	Wednesday	11 23 PM	17 750	18 MV Hit Guardrail / Cable Guardrail	0	0	1	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
115	832658140	12/30/2012	Sunday	12 35 AM	18 268	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
116	828722350	11/20/2012	Tuesday	6 53 AM	19 368	77 All other	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
117	828441640	6/21/2012	Thursday	1 08 AM	19 411	25 Collision with Crash Attenuators	0	0	1	4	Dark/Lights	2	Wet	Yes	SB	2	Careless Driving
118	819566120	3/19/2012	Monday	1 33 AM	19 532	1 Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving
119	832287350	11/12/2012	Monday	5 24 PM	19 542	31 Overturned	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
120	831729860	7/20/2012	Friday	9 27 AM	0 149	1 Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	1	Dry	No	SB	2	Careless Driving

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121	831790160	11/25/2012	Sunday	8:33 PM	0.302	15 Collision with Animal	0	0	1	4	Dark/Lights	1	Dry	No	SB	1	No Improper Driving / Action
122	829063290	8/18/2012	Saturday	4:30 PM	1.000	77 All other	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
123	828678400	1/25/2012	Wednesday	6:34 AM	1.136	77 All other	0	0	1	2	Dusk	1	Dry	No	SB	1	No Improper Driving / Action
124	828409610	2/21/2012	Tuesday	8:29 PM	0.396	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
125	831870300	8/7/2012	Tuesday	7:13 PM	0.548	18 MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	SB	12	Exceeded Safe Speed Limit
126	828483060	8/17/2012	Friday	4:12 PM	1.065	19 MV Hit Fence	0	1	0	1	Daylight	2	Wet	No	EB	2	Careless Driving
127	831696120	8/17/2012	Friday	6:40 AM	1.127	77 All other	0	0	1	3	Dawn	2	Wet	No	EB	2	Careless Driving
128	831729880	7/30/2012	Monday	8:28 PM	1.165	77 All other	0	0	1	2	Dusk	2	Wet	No	EB	2	Careless Driving
129	828616300	1/25/2012	Wednesday	10:00 AM	0.199	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
130	833527850	8/13/2012	Monday	12:00 AM	0.199	27 MV Hit Other Fixed Object	0	0	1	2	Dusk	2	Wet	No	EB	2	Careless Driving
131	828414900	2/14/2012	Tuesday	8:30 AM	0.268	88 Unknown	0	1	0	1	Daylight	1	Dry	No	- NA -	88	Unknown
132	828708950	8/20/2012	Monday	2:45 PM	0.273	3 Collision with MV in Transport (Angle)	0	2	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
133	831870220	8/6/2012	Monday	6:34 AM	0.000	3 Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	EB	11	Disregarded Traffic Signal
134	828908060	3/20/2012	Tuesday	6:19 PM	0.277	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
135	828483010	8/3/2012	Friday	7:28 AM	0.136	1 Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	4	Improper Backing
136	831696080	8/8/2012	Wednesday	6:43 PM	0.372	31 Overturned	0	0	1	1	Daylight	2	Wet	No	EB	2	Careless Driving
137	831696280	9/18/2012	Tuesday	3:33 PM	0.000	9 Collision with MV on Other Roadway	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
138	831711190	7/4/2012	Wednesday	7:00 AM	0.095	18 MV Hit Guardrail / Cable Guardrail	0	2	0	1	Daylight	1	Dry	No	NB	77	All Other
139	829063330	8/26/2012	Sunday	4:25 PM	0.100	18 MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
140	829063540	11/14/2012	Wednesday	3:50 PM	0.141	18 MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
141	831696220	9/17/2012	Monday	4:26 PM	0.236	18 MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
142	831696250	9/18/2012	Tuesday	1:40 PM	0.236	8 Collision with Parked Car	0	0	1	1	Daylight	2	Wet	No	NB	12	Exceeded Safe Speed Limit
143	832413380	12/18/2012	Tuesday	5:40 AM	0.002	1 Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
144	832319670	10/25/2012	Thursday	8:51 AM	0.003	3 Collision with MV in Transport (Angle)	0	0	1	1	Daylight	2	Wet	No	WB	2	Careless Driving
145	831696100	8/10/2012	Friday	7:27 AM	0.000	77 All other	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
146	828708480	2/19/2012	Sunday	12:00 AM	0.250	88 Unknown	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
147	828376310	9/17/2012	Monday	7:36 PM	0.318	1 Collision with MV in Transport (Rear End)	0	1	0	2	Dusk	2	Wet	No	SB	2	Careless Driving
148	828708840	7/10/2012	Tuesday	5:25 PM	0.322	1 Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	77	All Other
149	828581800	10/6/2012	Saturday	4:38 PM	0.180	31 Overturned	0	0	1	1	Daylight	2	Wet	No	NB	1	No Improper Driving / Action
150	819592330	8/26/2012	Sunday	4:15 PM	0.199	3 Collision with MV in Transport (Angle)	0	0	1	1	Daylight	2	Wet	No	NB	12	Exceeded Safe Speed Limit
151	828483200	9/20/2012	Thursday	5:20 PM	0.451	1 Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
152	828984700	3/26/2012	Monday	12:44 AM	0.000	88 Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
153	831597720	6/21/2012	Thursday	11:43 PM	0.144	18 MV Hit Guardrail / Cable Guardrail	0	0	1	4	Dark/Lights	1	Dry	No	NB	2	Careless Driving
154	828483220	9/25/2012	Tuesday	4:10 AM	0.500	22 MV Hit Tree / Shrubbery	0	1	0	1	Daylight	1	Dry	No	WB	2	Careless Driving
155	831543950	5/17/2012	Thursday	12:27 AM	0.643	20 MV Hit Concrete Barrier Wall	0	1	0	4	Dark/Lights	2	Wet	No	SB	12	Exceeded Safe Speed Limit
156	828376320	9/18/2012	Tuesday	3:28 PM	0.776	8 Collision with Parked Car	0	1	0	1	Daylight	2	Wet	No	SB	12	Exceeded Safe Speed Limit
157	828409630	3/11/2012	Sunday	8:16 AM	0.781	20 MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
158	828581570	8/3/2012	Friday	3:21 PM	0.819	20 MV Hit Concrete Barrier Wall	0	0	1	1	Daylight	2	Wet	No	EB	2	Careless Driving
159	820862250	4/6/2012	Friday	12:10 PM	0.838	27 MV Hit Other Fixed Object	0	1	0	1	Daylight	2	Wet	No	EB	2	Careless Driving
160	831451360	4/23/2012	Monday	12:20 PM	0.862	18 MV Hit Guardrail / Cable Guardrail	0	2	0	1	Daylight	1	Dry	No	EB	2	Careless Driving

TABLE 417-3

SR 417 (Central Florida GreeneWay) Spot Speed Study

Year 2012 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
161	831692740	8/12/2012	Sunday	1 30 PM	0 876	9	Collision with MV on Other Roadway	0	1	0	1	Daylight	1	Dry	No	SB	77	All Other
162	831440010	6/10/2012	Sunday	10 00 PM	0 000	1	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	2	Wet	No	EB	3	Failed to Yield Right-of-Way
163	831730030	9/4/2012	Tuesday	10 33 AM	0 000	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
164	828722360	12/1/2012	Saturday	7 59 AM	0 012	28	Collision With Moveable Object On Road	0	0	1	1	Daylight	1	Dry	No	EB	77	All Other
165	828581290	2/17/2012	Friday	9 11 PM	0 023	20	MV Hit Concrete Barrier Wall	0	1	0	4	Dark/Lights	2	Wet	No	EB	2	Careless Driving
166	831729870	7/23/2012	Monday	5 39 PM	0 130	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	SB	1	No Improper Driving / Action
167	828271480	12/14/2012	Friday	4 22 AM	0 038	27	MV Hit Other Fixed Object	0	0	1	4	Dark/Lights	1	Dry	Yes	NB	2	Careless Driving
168	829070700	3/29/2012	Thursday	2 51 AM	0 000	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
169	831729840	7/19/2012	Thursday	11 30 AM	1 363	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
170	832164050	10/26/2012	Friday	10 53 PM	1 604	27	MV Hit Other Fixed Object	0	0	1	4	Dark/Lights	2	Wet	No	NB	2	Careless Driving
171	828651910	1/17/2012	Tuesday	12 45 AM	1 854	3	Collision with MV in Transport (Angle)	0	1	0	4	Dark/Lights	1	Dry	No	WB	2	Careless Driving
172	828581650	8/17/2012	Friday	2 52 PM	2 028	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	2	Wet	No	NB	2	Careless Driving
173	831451370	4/24/2012	Tuesday	12 20 PM	2 662	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
174	828414800	1/24/2012	Tuesday	4 55 PM	2 962	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
175	831741850	8/7/2012	Tuesday	1 51 PM	3 094	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
176	822604250	1/17/2012	Tuesday	8 35 AM	3 162	28	Collision With Moveable Object On Road	0	2	0	1	Daylight	1	Dry	No	SB	77	All Other
177	829063420	9/26/2012	Wednesday	7 40 AM	3 362	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
178	828409780	5/3/2012	Thursday	7 57 PM	3 567	18	MV Hit Guardrail / Cable Guardrail	0	1	0	2	Dusk	1	Dry	No	SB	2	Careless Driving
179	832287230	10/25/2012	Thursday	5 45 AM	3 605	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	2	Wet	No	NB	2	Careless Driving
180	828414840	2/6/2012	Monday	7 35 AM	3 703	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
181	828409560	2/6/2012	Monday	7 18 AM	3 779	88	Unknown	0	0	1	2	Dusk	2	Wet	No	- NA -	88	Unknown
182	828678380	1/19/2012	Thursday	6 20 AM	3 873	1	Collision with MV in Transport (Rear End)	0	1	0	5	Dark/No Lights	1	Dry	No	SB	1	No Improper Driving / Action
183	831730020	8/31/2012	Friday	6 00 PM	4 835	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
184	828708390	1/25/2012	Wednesday	7 30 PM	4 971	1	Collision with MV in Transport (Rear End)	0	1	0	5	Dark/No Lights	1	Dry	No	SB	2	Careless Driving
185	832368030	12/22/2012	Saturday	2 50 AM	5 189	2	Collision with MV in Transport (Head On)	0	2	0	5	Dark/No Lights	1	Dry	No	NB	21	Driving Wrong/Side Way
186	828414740	1/8/2012	Sunday	6 10 PM	5 240	88	Unknown	0	1	0	5	Dark/No Lights	1	Dry	No	- NA -	88	Unknown
187	828502910	7/15/2012	Sunday	1 52 PM	5 702	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	NB	1	No Improper Driving / Action
188	831790220	12/3/2012	Monday	7 02 PM	5 744	1	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	No	EB	2	Careless Driving
189	822604590	4/16/2012	Monday	5 19 PM	6 177	3	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
190	831544490	6/20/2012	Wednesday	11 26 PM	6 200	88	Unknown	0	0	1	5	Dark/No Lights	2	Wet	No	- NA -	88	Unknown
191	832528490	12/9/2012	Sunday	10 25 PM	6 294	18	MV Hit Guardrail / Cable Guardrail	0	0	1	4	Dark/Lights	1	Dry	Yes	NB	2	Careless Driving
192	820240740	2/23/2012	Thursday	11 00 AM	6 465	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
193	829063000	5/17/2012	Thursday	8 45 AM	6 465	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	2	Wet	No	SB	1	No Improper Driving / Action
194	831968550	10/12/2012	Friday	10 50 PM	6 541	1	Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	1	Dry	No	SB	2	Careless Driving
195	831730230	11/7/2012	Wednesday	8 16 PM	6 642	88	Unknown	0	1	0	2	Dusk	1	Dry	No	- NA -	88	Unknown
196	828415080	4/5/2012	Thursday	1 40 PM	6 646	25	Collision with Crash Attenuators	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
197	828984970	4/25/2012	Wednesday	2 33 AM	6 735	8	Collision with Parked Car	0	0	1	4	Dark/Lights	1	Dry	Yes	NB	2	Careless Driving
198	831587340	7/24/2012	Tuesday	6 22 PM	7 090	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
199	831729980	8/23/2012	Thursday	4 22 PM	7 127	20	MV Hit Concrete Barrier Wall	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
200	829056520	6/24/2012	Sunday	3 20 AM	7 446	20	MV Hit Concrete Barrier Wall	0	2	0	4	Dark/Lights	2	Wet	Yes	SB	2	Careless Driving

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No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
201	828993590	4/24/2012	Tuesday	11 09 PM	7 590	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
202	831638210	7/5/2012	Thursday	5 00 PM	7 590	9	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	SB	77	All Other
203	828483020	8/14/2012	Tuesday	7 50 AM	7 590	9	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
204	831479820	6/14/2012	Thursday	2 23 AM	7 840	1	Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	2	Wet	No	SB	2	Careless Driving
205	828862810	3/16/2012	Friday	10 10 PM	7 890	3	Collision with MV in Transport (Angle)	0	1	0	4	Dark/Lights	1	Dry	No	NB	77	All Other
206	828925720	6/6/2012	Wednesday	9 53 PM	7 890	77	All other	0	0	1	4	Dark/Lights	2	Wet	No	NB	1	No Improper Driving / Action
207	829063090	6/19/2012	Tuesday	7 35 AM	7 990	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	1	Dry	No	NB	77	All Other
208	828712840	6/23/2012	Saturday	3 08 AM	7 995	15	Collision with Animal	0	1	0	4	Dark/Lights	1	Dry	No	NB	1	No Improper Driving / Action
209	828581490	3/20/2012	Tuesday	4 22 PM	8 033	3	Collision with MV in Transport (Angle)	0	2	0	1	Daylight	1	Dry	No	NB	2	Careless Driving
210	828441690	8/8/2012	Wednesday	9 27 PM	8 033	29	MV Ran Into Ditch / Culvert	0	0	1	4	Dark/Lights	1	Dry	Yes	NB	2	Careless Driving
211	828678550	2/24/2012	Friday	5 31 PM	8 090	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
212	831696040	7/27/2012	Friday	12 47 PM	8 137	77	All other	0	0	1	1	Daylight	1	Dry	No	SB	2	Careless Driving
213	828678690	3/12/2012	Monday	8 40 AM	8 156	9	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
214	828409670	3/20/2012	Tuesday	5 01 PM	8 175	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	2	Careless Driving
215	831729970	8/22/2012	Wednesday	4 13 PM	8 175	1	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	77	All Other
216	828581810	10/6/2012	Saturday	5 59 PM	8 175	18	MV Hit Guardrail / Cable Guardrail	0	1	0	3	Dawn	2	Wet	No	SB	1	No Improper Driving / Action
217	828415000	3/27/2012	Tuesday	10 20 AM	8 818	77	All other	0	1	0	1	Daylight	1	Dry	No	NB	77	All Other
218	828678530	2/24/2012	Friday	3 02 PM	9 014	3	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action
219	828502600	5/5/2012	Saturday	11 11 AM	9 118	88	Unknown	0	1	0	1	Daylight	1	Dry	No	- NA -	88	Unknown
220	828483210	9/25/2012	Tuesday	5 50 AM	9 118	28	Collision With Moveable Object On Road	0	0	1	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
221	828722320	11/8/2012	Thursday	6 22 PM	9 250	18	MV Hit Guardrail / Cable Guardrail	0	0	1	5	Dark/No Lights	1	Dry	No	SB	77	All Other
222	828708970	8/21/2012	Tuesday	2 25 PM	9 862	1	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	88	Unknown
223	828764490	2/20/2012	Monday	6 59 PM	9 963	1	Collision with MV in Transport (Rear End)	0	0	1	2	Dusk	1	Dry	No	NB	2	Careless Driving
224	832266220	11/16/2012	Friday	8 20 PM	10 162	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
225	828581510	3/26/2012	Monday	11 17 AM	10 305	31	Overturned	0	1	0	1	Daylight	1	Dry	No	SB	2	Careless Driving
226	832287240	10/25/2012	Thursday	8 02 AM	10 426	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	2	Wet	No	SB	2	Careless Driving
227	832161530	12/10/2012	Monday	5 30 PM	10 469	2	Collision with MV in Transport (Head On)	0	0	1	1	Daylight	2	Wet	No	SB	2	Careless Driving
228	828708450	2/13/2012	Monday	3 00 PM	10 638	31	Overturned	0	1	0	1	Daylight	1	Dry	No	SB	77	All Other
229	832634630	12/27/2012	Thursday	3 45 PM	10 844	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	1	No Improper Driving / Action
230	828581700	9/1/2012	Saturday	11 47 AM	11 483	31	Overturned	0	1	0	1	Daylight	1	Dry	No	NB	1	No Improper Driving / Action

Notes

1 Crash information shown was obtained from the latest output from the FDOT CAR reporting system requested and obtained from FDOT at the time of this study

ACCIDENT TYPE (HARMFUL EVENT)

1	Collision with MV in Transport (Rear End)	42	18.3%
2	Collision with MV in Transport (Head On)	2	0.9%
3	Collision with MV in Transport (Angle)	25	10.9%
4	Collision with MV in Transport, Same Direc	1	0.4%
5	Collision with MV in Transport, Opposite D	0	0.0%
6	Collision with MV in Transport (Sideswipe)	0	0.0%
7	Collision with MV in Transport (Backed Into	0	0.0%
8	Collision with Parked Car	5	2.2%
9	Collision with MV on Other Roadway	12	5.2%
10	Collision with Pedestrian	0	0.0%
11	Collision with Bicycle	0	0.0%
12	Collision with Bicycle (Bike Lane)	0	0.0%
13	Collision with Moped	0	0.0%
14	Collision with Train	0	0.0%
15	Collision with Animal	3	1.3%
16	MV Hit Sign/Sign Post	1	0.4%
17	MV Hit Utility Pole/Light Pole	1	0.4%
18	MV Hit Guardrail / Cable Guardrail	43	18.7%
19	MV Hit Fence	1	0.4%
20	MV Hit Concrete Barrier Wall	10	4.3%
21	MV Hit Bridge / Pier / Abutment / Rail	0	0.0%
22	MV Hit Tree / Shrubbery	3	1.3%
23	Collision with Construction Barricade Sign	0	0.0%
24	Collision with Traffic Gate	0	0.0%
25	Collision with Crash Attenuators	2	0.9%
26	Collision with Fixed Object Above Road	0	0.0%
27	MV Hit Other Fixed Object	5	2.2%
28	Collision With Moveable Object On Road	4	1.7%
29	MV Ran Into Ditch / Culvert	3	1.3%
30	Ran Off Road / Into Water	1	0.4%
31	Overturned	14	6.1%
32	Occupant Fell From Vehicle	1	0.4%
33	Tractor/Trailer Jackknifed	0	0.0%
34	Fire	0	0.0%
35	Explosion	0	0.0%
36	Downhill Runaway	0	0.0%
37	Cargo Loss or Shift	0	0.0%
38	Separation Of Units	0	0.0%
39	Median Crossover	0	0.0%
77	All other	19	8.3%
88	Unknown	32	13.9%
	TOTAL	230	100%

ACCIDENT PRIMARY CONTRIBUTING CAUSE

1	No Improper Driving / Action	39	17.0%
2	Careless Driving	108	47.0%
3	Failed to Yield Right-of-Way	3	1.3%
4	Improper Backing	1	0.4%
5	Improper Lane Change	0	0.0%
6	Improper Turn	0	0.0%
7	Alcohol - Under Influence	0	0.0%
8	Drugs - Under Influence	0	0.0%
9	Alcohol & Drugs - Under Influence	0	0.0%
10	Followed Too Closely	1	0.4%
11	Disregarded Traffic Signal	6	2.6%
12	Exceeded Safe Speed Limit	12	5.2%
13	Disregarded Stop Sign	0	0.0%
14	Failed To Maintain Equip/Vehicle	0	0.0%
15	Improper Passing	0	0.0%
16	Drove Left of Center	0	0.0%
17	Exceeded State Speed Limit	0	0.0%
18	Obstructing Traffic	0	0.0%
19	Improper Load	0	0.0%
20	Disregarded Traffic Control	0	0.0%
21	Driving Wrong/Side Way	2	0.9%
22	Fleeing Police	0	0.0%
23	Vehicle Modified	0	0.0%
24	Driver Distraction	0	0.0%
77	All Other	25	10.9%
88	Unknown	33	14.3%
	TOTAL	230	100%

Lighting Conditions

1	Daylight	135	0.0%	58.7%
2	Dusk	13	0.0%	5.7%
3	Dawn	3	0.0%	1.3%
4	Dark/Lights	57	0.0%	24.8%
5	Dark/No Lights	21	0.0%	9.1%
6	Dark Unknown	0	0.0%	0.0%
88	Unknown	1	0.0%	0.4%
TOTAL		230	0%	100%

Road Surface Conditions

1	Dry	148	0.0%	64.3%
2	Wet	82	0.0%	35.7%
3	Slippery	0	0.0%	0.0%
4	Icy	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
TOTAL		230	0%	100%

APPENDIX C

SPOT SPEED STUDY DATA COLLECTION

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 417 SECTION: Sensor 8.2

LOCATION: Idrive - JYP City: Orlando MP: 8.000

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	1	342	1	771
429	1	88	1	341	2	770
428	2	87	1	340	3	768
	0	86	2	339	2	765
426	2	85	1	337	3	763
424	2	84	3	336	5	760
422	9	83	2	333	11	755
413	10	82	4	331	14	744
403	8	81	6	327	14	730
395	7	80	8	321	15	716
388	14	79	6	313	20	701
374	13	78	8	307	21	681
361	21	77	7	299	28	660
340	17	76	20	292	37	632
323	28	75	11	272	39	595
295	15	74	13	261	28	556
280	26	73	24	248	50	528
254	34	72	25	224	59	478
220	21	71	22	199	43	419
199	32	70	16	177	48	376
167	26	69	14	161	40	328
141	24	68	21	147	45	288
117	18	67	14	126	32	243
99	14	66	10	112	24	211
85	18	65	19	102	37	187
67	24	64	11	83	35	150
43	11	63	14	72	25	115
32	7	62	13	58	20	90
25	10	61	9	45	19	70
15	4	60	3	36	7	51
11	5	59	12	33	17	44
6	3	58	4	21	7	27
		57	5	17	5	20
		56	3	12	3	15
3	3	55	4	9	7	12
		54	2	5	2	5
		53	1	3	1	3
		52	1	2	1	2
		51	1	1	1	1
		50				
	429	TOTALS	342		771	

Southbound	Speed Data Summary	Northbound		BOTH
77.3	85th Percentile Speed (mph)	75.9		76.8
70.7	50th Percentile Speed (mph)	69.6		70.2
68-77	10 mph PACE	67-76		67-76

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 417 SECTION: Sensor 14.5 & 14.7

LOCATION: Landstar to Boggy Cre City: Orlando MP: 14.500

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	0			
	0	88	0			
	0	87	0			
	0	86	0			
402	1	85	1	385	2	787
	0	84	0			
	0	83	2	384	2	785
401	3	82	3	382	6	783
398	4	81	1	379	5	777
394	7	80	3	378	10	772
387	3	79	4	375	7	762
384	4	78	8	371	12	755
380	7	77	17	363	24	743
373	7	76	10	346	17	719
366	11	75	11	336	22	702
355	12	74	20	325	32	680
343	22	73	22	305	44	648
321	18	72	13	283	31	604
303	20	71	31	270	51	573
283	25	70	36	239	61	522
258	22	69	22	203	44	461
236	27	68	21	181	48	417
209	21	67	19	160	40	369
188	20	66	24	141	44	329
168	25	65	23	117	48	285
143	21	64	15	94	36	237
122	14	63	15	79	29	201
108	24	62	16	64	40	172
84	13	61	14	48	27	132
71	8	60	7	34	15	105
63	13	59	5	27	18	90
50	9	58	8	22	17	72
41	6	57	4	14	10	55
35	10	56	3	10	13	45
25	4	55	3	7	7	32
21	7	54	1	4	8	25
14	8	53			8	17
6	3	52	3	3	6	9
3	1	51			1	3
2	2	50			2	2
	402	TOTALS	385		787	

Southbound	Speed Data Summary	Northbound		BOTH
72.9	85th Percentile Speed (mph)	74.2		73.7
66.6	50th Percentile Speed (mph)	68.5		67.5
64-73	10 mph PACE	65-74		64-73

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 417 SECTION: Sensor 20.4

LOCATION: LkNona to Narcoossee City: Orlando MP: 20.000

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound			Northbound		Both Directions	
Cumulative Total	TOTAL	SPEED MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	0			
425	1	88	0		1	890
424	1	87	0		1	889
423	1	86	5	465	6	888
422	5	85	4	460	9	882
417	2	84	6	456	8	873
415	6	83	10	450	16	865
409	7	82	9	440	16	849
402	16	81	11	431	27	833
386	27	80	20	420	47	806
359	21	79	12	400	33	759
338	20	78	24	388	44	726
318	29	77	28	364	57	682
289	29	76	31	336	60	625
260	37	75	28	305	65	565
223	25	74	34	277	59	500
198	35	73	34	243	69	441
163	27	72	26	209	53	372
136	22	71	26	183	48	319
114	24	70	24	157	48	271
90	16	69	22	133	38	223
74	8	68	20	111	28	185
66	14	67	22	91	36	157
52	9	66	12	69	21	121
43	17	65	12	57	29	100
26	8	64	9	45	17	71
18	8	63	12	36	20	54
10	4	62	7	24	11	34
6	3	61	5	17	8	23
3	3	60	4	12	7	15
		59	5	8	5	8
		58	2	3	2	3
		57	1	1	1	1
		56				
		55				
		54				
		53				
		52				
		51				
		50				
	425	TOTALS	465		890	

Southbound	Speed Data Summary	Northbound		BOTH
79.1	85th Percentile Speed (mph)	78.6		78.9
73.6	50th Percentile Speed (mph)	72.7		73.1
71-80	10 mph PACE	69-78		69-78

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 417 SECTION: Sensor 24.5

LOCATION: Innovation - SR 528 City: Orlando MP: 24.500

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	0			
	0	88	2	438	2	889
451	1	87	4	436	5	887
450	2	86	2	432	4	882
448	4	85	1	430	5	878
444	5	84	7	429	12	873
439	6	83	10	422	16	861
433	3	82	8	412	11	845
430	14	81	11	404	25	834
416	21	80	15	393	36	809
395	14	79	16	378	30	773
381	26	78	23	362	49	743
355	28	77	15	339	43	694
327	18	76	28	324	46	651
309	25	75	23	296	48	605
284	32	74	33	273	65	557
252	22	73	36	240	58	492
230	34	72	34	204	68	434
196	33	71	35	170	68	366
163	38	70	23	135	61	298
125	18	69	27	112	45	237
107	12	68	17	85	29	192
95	20	67	15	68	35	163
75	11	66	11	53	22	128
64	16	65	9	42	25	106
48	13	64	7	33	20	81
35	11	63	8	26	19	61
24	7	62	5	18	12	42
17	7	61	7	13	14	30
10	4	60	3	6	7	16
6	2	59	3	3	5	9
4	1	58			1	4
3	3	57			3	3
		56				
		55				
		54				
		53				
		52				
		51				
		50				
	451	TOTALS	438		889	

Southbound	Speed Data Summary	Northbound		BOTH
78.2	85th Percentile Speed (mph)	78.6		78.4
71.9	50th Percentile Speed (mph)	72.4		72.2
69-78	10 mph PACE	69-78		69-78

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 417 SECTION: Sensor 31.2

LOCATION: CurryFord to SR 408 City: Orlando MP: 31.000

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound			Northbound		Both Directions	
Cumulative Total	TOTAL	SPEED MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	0			
338	1	88	0		1	662
337	1	87	0		1	661
336	2	86	3	324	5	660
334	1	85	5	321	6	655
333	2	84	6	316	8	649
331	1	83	2	310	3	641
330	7	82	4	308	11	638
323	7	81	1	304	8	627
316	7	80	9	303	16	619
309	14	79	7	294	21	603
295	8	78	9	287	17	582
287	11	77	7	278	18	565
276	21	76	17	271	38	547
255	17	75	10	254	27	509
238	20	74	24	244	44	482
218	17	73	23	220	40	438
201	22	72	15	197	37	398
179	18	71	24	182	42	361
161	24	70	21	158	45	319
137	23	69	23	137	46	274
114	17	68	20	114	37	228
97	21	67	17	94	38	191
76	10	66	4	77	14	153
66	9	65	14	73	23	139
57	14	64	17	59	31	116
43	3	63	12	42	15	85
40	8	62	7	30	15	70
32	7	61	7	23	14	55
25	11	60	7	16	18	41
14	6	59	2	9	8	23
8	3	58	1	7	4	15
5	2	57	2	6	4	11
3	2	56			2	7
1	1	55	4	4	5	5
		54				
		53				
		52				
		51				
		50				
	338	TOTALS	324		662	

Southbound	Speed Data Summary	Northbound		BOTH
77.0	85th Percentile Speed (mph)	76.6		76.9
70.4	50th Percentile Speed (mph)	70.2		70.3
67-76	10 mph PACE	67-76		67-76

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 417 SECTION: Sensor 35.2

LOCATION: SR 50 to University City: Orlando MP: 35.000

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	0			
	0	88	0			
	0	87	0			
	0	86	0			
	0	85	0			
	0	84	7	609	7	1223
614	1	83	4	602	5	1216
613	4	82	4	598	8	1211
609	4	81	8	594	12	1203
605	5	80	11	586	16	1191
600	9	79	14	575	23	1175
591	11	78	13	561	24	1152
580	13	77	25	548	38	1128
567	22	76	18	523	40	1090
545	28	75	30	505	58	1050
517	27	74	34	475	61	992
490	49	73	32	441	81	931
441	34	72	37	409	71	850
407	43	71	36	372	79	779
364	39	70	36	336	75	700
325	52	69	57	300	109	625
273	36	68	28	243	64	516
237	38	67	39	215	77	452
199	38	66	30	176	68	375
161	31	65	30	146	61	307
130	26	64	31	116	57	246
104	24	63	18	85	42	189
80	19	62	17	67	36	147
61	17	61	11	50	28	111
44	7	60	12	39	19	83
37	8	59	11	27	19	64
29	12	58	5	16	17	45
17	6	57	4	11	10	28
11	3	56	3	7	6	18
8	4	55	2	4	6	12
4	4	54	2	2	6	6
		53				
		52				
		51				
		50				
	614	TOTALS	609		1223	

Southbound	Speed Data Summary	Northbound		BOTH
74.2	85th Percentile Speed (mph)	75.7		74.8
68.7	50th Percentile Speed (mph)	69.1		68.9
65-74	10 mph PACE	66-75		65-74

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 417 SECTION: Sensor 35.7

LOCATION: University to Cty Line City: Orlando MP: 36.000

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound			Northbound		Both Directions	
Cumulative Total	TOTAL	SPEED MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	1	291	1	680
	0	89	2	290	2	679
	0	88	1	288	1	677
	0	87	0			
	0	86	1	287	1	676
389	3	85	1	286	4	675
	0	84	2	285	2	671
	0	83	4	283	4	669
386	3	82	4	279	7	665
383	1	81	7	275	8	658
382	4	80	15	268	19	650
378	8	79	12	253	20	631
370	3	78	21	241	24	611
367	9	77	20	220	29	587
358	10	76	20	200	30	558
348	25	75	18	180	43	528
323	16	74	17	162	33	485
307	31	73	22	145	53	452
276	23	72	20	123	43	399
253	25	71	17	103	42	356
228	23	70	11	86	34	314
205	23	69	10	75	33	280
182	21	68	13	65	34	247
161	26	67	12	52	38	213
135	16	66	7	40	23	175
119	26	65	4	33	30	152
93	18	64	6	29	24	122
75	20	63	5	23	25	98
55	15	62	4	18	19	73
40	8	61	7	14	15	54
32	10	60	1	7	11	39
22	5	59	1	6	6	28
17	4	58	3	5	7	22
13	1	57	1	2	2	15
12	3	56	1	1	4	13
		55				
9	4	54			4	9
5	2	53			2	5
3	3	52			3	3
		51				
		50				
	389	TOTALS	291		680	

Southbound	Speed Data Summary	Northbound		BOTH
74.3	85th Percentile Speed (mph)	78.5		76.7
68.5	50th Percentile Speed (mph)	73.0		70.6
64-73	10 mph PACE	71-80		67-76

APPENDIX D

STRAIGHT LINE DIAGRAMS (SLDs)

	5 YR INV	SLD REV	INTERIM REVISIONS BMP	EMP	INV	SLD REV
DATE	02/19/2013	05/15/2013				
BY	Elizabeth Nelson	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM

ROADWAY FEATURES

0.000 INSIDE URBAN, OUTSIDE CITY
* ORLANDO
*|<=SR-417
*|<SR 417

0637 at 0.450

0.033 RAMP 006

LANE WIDTHS ARE AVERAGED 174 FT W OF RAMP 006

0.000 136.0' - 48.0'
4 - 12.0' RDWY
64.0 LWN MED
2 - 4.0' WARN INSHLD1
2 - 10.0' WARN SHLD1
2 - 2.0' LWN SHLD2

0.543 136.0' - 48.0'
4 - 12.0' RDWY
64.0 LWN MED
4.0' WARN INSHLD1 - LT
10.0' WARN INSHLD1 - RT
2 - 10.0' WARN SHLD1
2 - 2.0' LWN SHLD2

0.565 136.0' - 48.0'
4 - 12.0' RDWY
64.0 LWN MED
2 - 10.0' WARN INSHLD1
2 - 10.0' WARN SHLD1
2 - 2.0' LWN SHLD2

65 M

ROADWAY COMPOSITION

0.000 28/FC-5 | 0.449 28/FC-5

HORIZONTAL ALIGNMENT

PC=0.000
PI=0.048
PT=0.096
Δ=57°26'11.00"
D=1°30'

PC=0.096 CURVE DATA NOT FIELD VERIFIED
PI=0.128
PT=0.191
Δ=3°45'00.00"
D=1°30'

B=S66°57'00"E

Δ=6°30'00.00"
D=1°30'
PC=0.360
PI=0.443
PT=0.484

Δ=23°59'25.00"
D=2°00'
PC=0.484
PI=0.599
PT=0.711

Δ=6°30'00.00"
D=2°00'
PC=0.711
PI=0.752
PT=0.834

B=N76°03'35"

STRUCTURE DESCRIPTION

DISTRICT USE

SIS 0.000 SIS CORRIDOR

FUN CLASS 0.000 URBAN OTHER FREEWAY/EXPRESSWAY

ROADWAY FEATURES

2.000 INSIDE URBAN, OUTSIDE CITY
* ORLANDO
*|<=SR-417
*|<SR 417

CREEK
SHINGLE

LANE WIDTHS ARE AVERAGED

2.018 136.0' - 48.0'
4 - 12.0' RDWY
64.0 UNPVD w/LSCP W/ GRD MED
4.0' WARN INSHLD1 - LT
8.0' WARN INSHLD1 - RT
2 - 10.0' WARN SHLD1
2 - 2.0' LWN SHLD2

2.328 135.0' - 48.0'
4 - 12.0' RDWY
64.0 LWN MED
8.0' WARN INSHLD1 - LT
4.0' WARN INSHLD1 - RT
8.0' WARN SHLD1 - LT
10.0' WARN SHLD1 - RT
3.0' VG SHLD2 - LT
2.0' LWN SHLD2 - RT

2.606 MM 9

2.000 136.0' - 48.0'
4 - 12.0' RDWY
64.0 LWN MED
2 - 4.0' WARN INSHLD1
2 - 10.0' WARN SHLD1
2 - 2.0' LWN SHLD2

2.115 136.0' - 48.0'
4 - 12.0' RDWY
64.0 UNPVD w/LSCP W/ GRD MED
2 - 8.0' WARN INSHLD1
2 - 10.0' WARN SHLD1
2 - 2.0' LWN SHLD2

2.263 135.0' - 48.0'
4 - 12.0' RDWY
64.0 UNPVD w/LSCP W/ GRD MED
2 - 8.0' WARN INSHLD1
8.0' WARN SHLD1 - LT
10.0' WARN SHLD1 - RT
3.0' VG SHLD2 - LT
2.0' LWN SHLD2 - RT

2.350 135.0' - 48.0'
4 - 12.0' RDWY
64.0 LWN MED
2 - 4.0' WARN INSHLD1
8.0' WARN SHLD1 - LT
10.0' WARN SHLD1 - RT
3.0' VG SHLD2 - LT
2.0' LWN SHLD2 - RT

2.672 134.0' - 48.0'
4 - 12.0' RDWY
64.0 LWN MED
2 - 4.0' WARN INSHLD1
2 - 8.0' WARN SHLD1
2 - 3.0' VG SHLD2

2.808 134.0' - 48.0'
4 - 12.0' RDW
64.0 UNPVD

65 M

ROADWAY COMPOSITION

2.000 28/FC-5 | 2.106 28/FC-5 | 2.227 28/FC-5

HORIZONTAL ALIGNMENT

Δ=1°45'00.00"
D=1°00'
PC=2.004
PI=2.048
PT=2.071

Δ=28°14'56.00" CURVE DATA NOT FIELD VERIFIED
D=1°00'
PC=2.071
PI=2.344
PT=2.606

B=N76°03'35"E

Δ=1°45'00.00"
D=1°00'
PC=2.606
PI=2.628
PT=2.672

B=N44°18'39"E

STRUCTURE DESCRIPTION

2.101 0426 776.2' BR 2.248
2.084 0427 770.9' BR 2.230

DISTRICT USE

SIS 2.000 SIS CORRIDOR

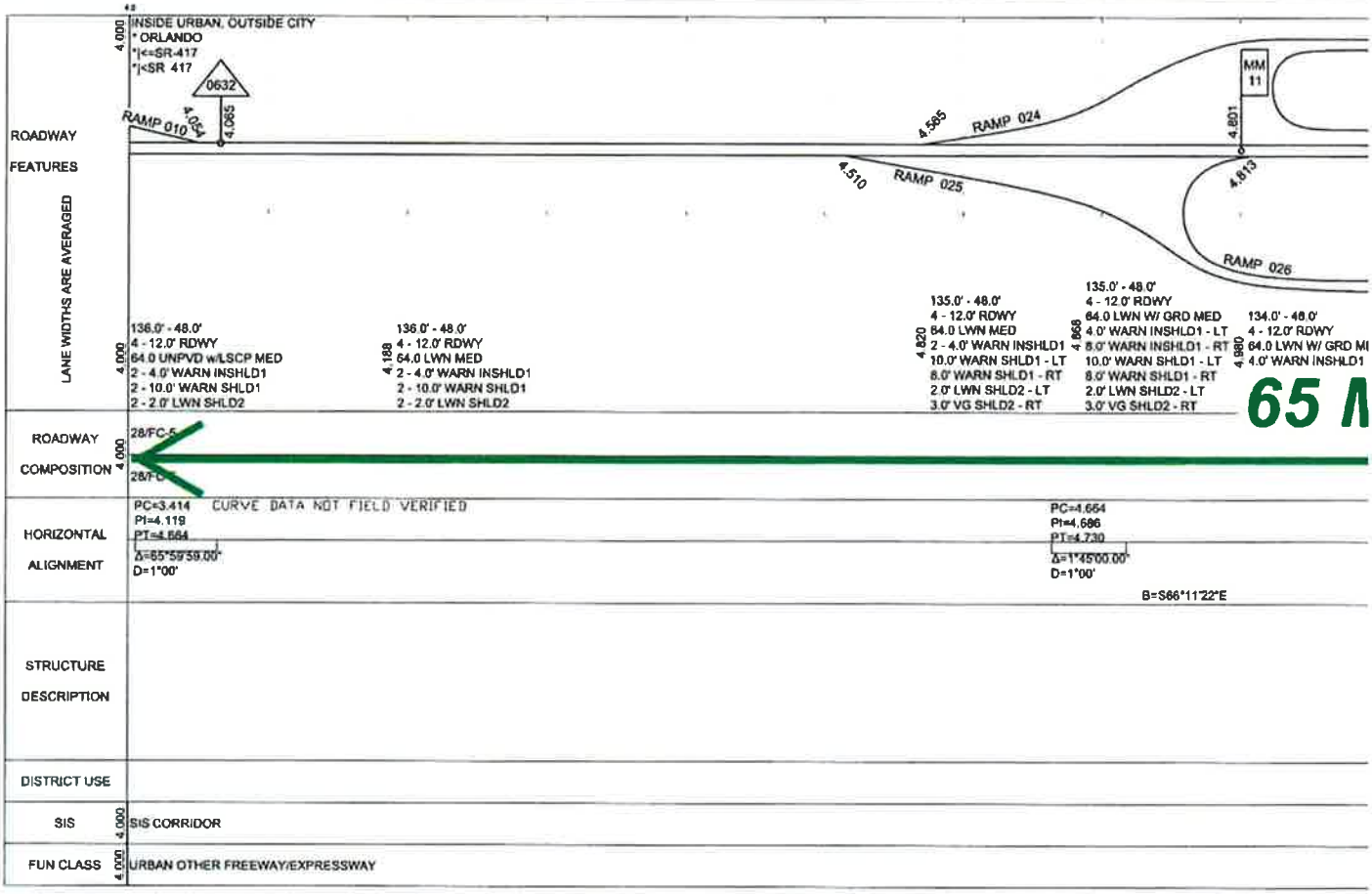
FUN CLASS 2.000 URBAN OTHER FREEWAY/EXPRESSWAY

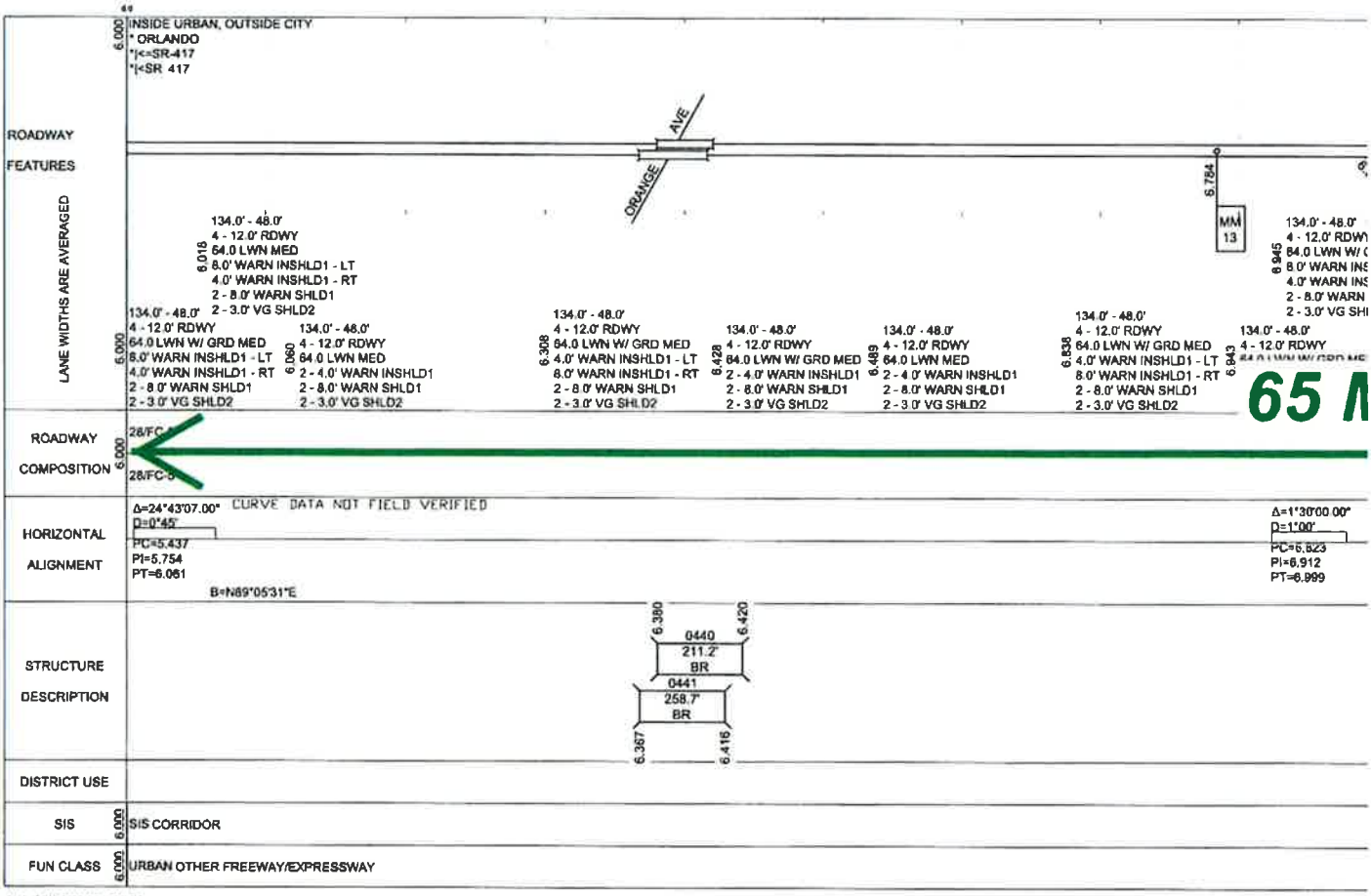
Created at: 05/13/2013 01:53

	5 YR INV	SLD REV	INTERIM REVISIONS BMP	EMP	INV	SLD REV
DATE	02/19/2013	05/15/2013				
BY	Elizabeth Nelson	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM



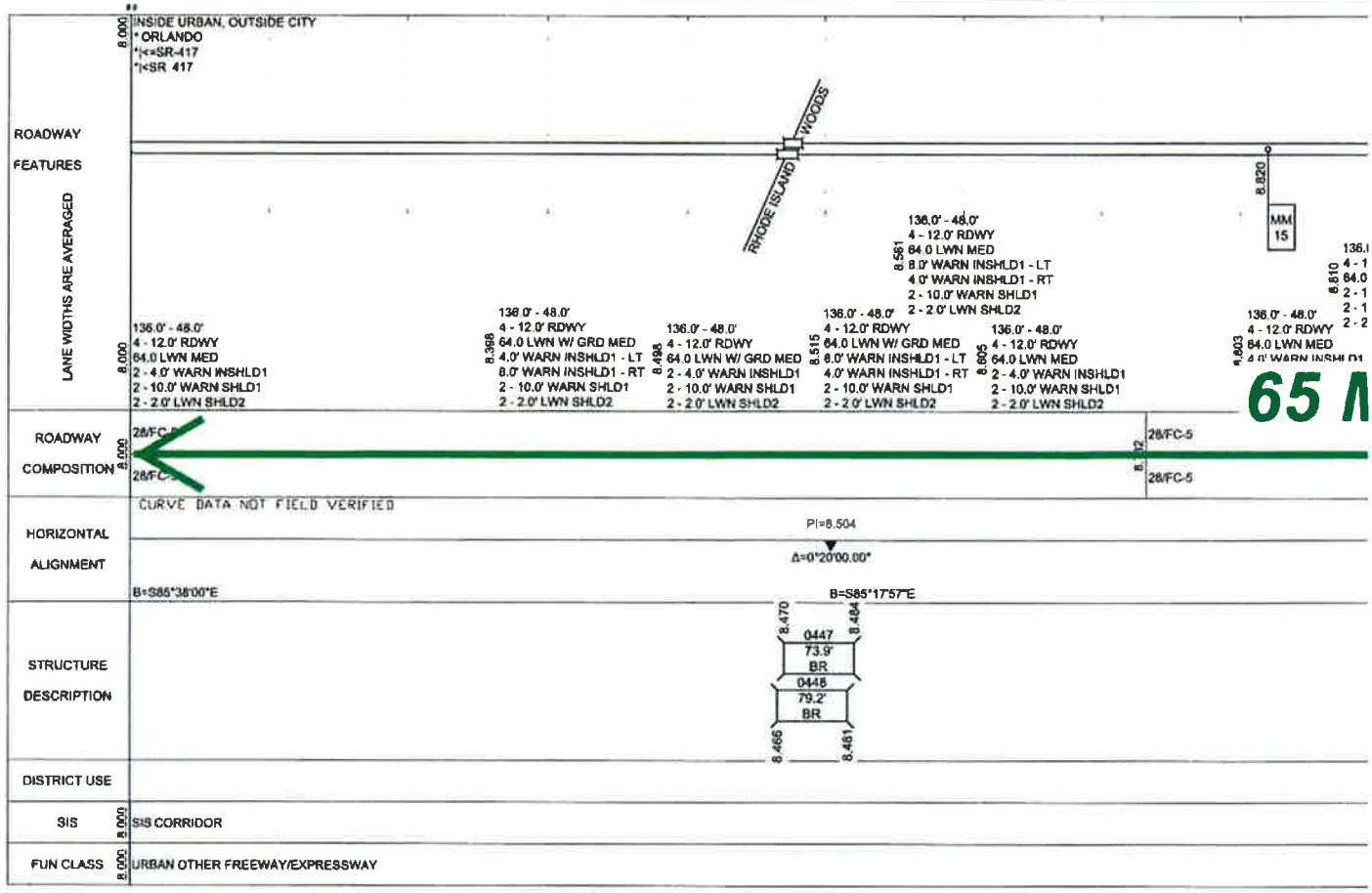


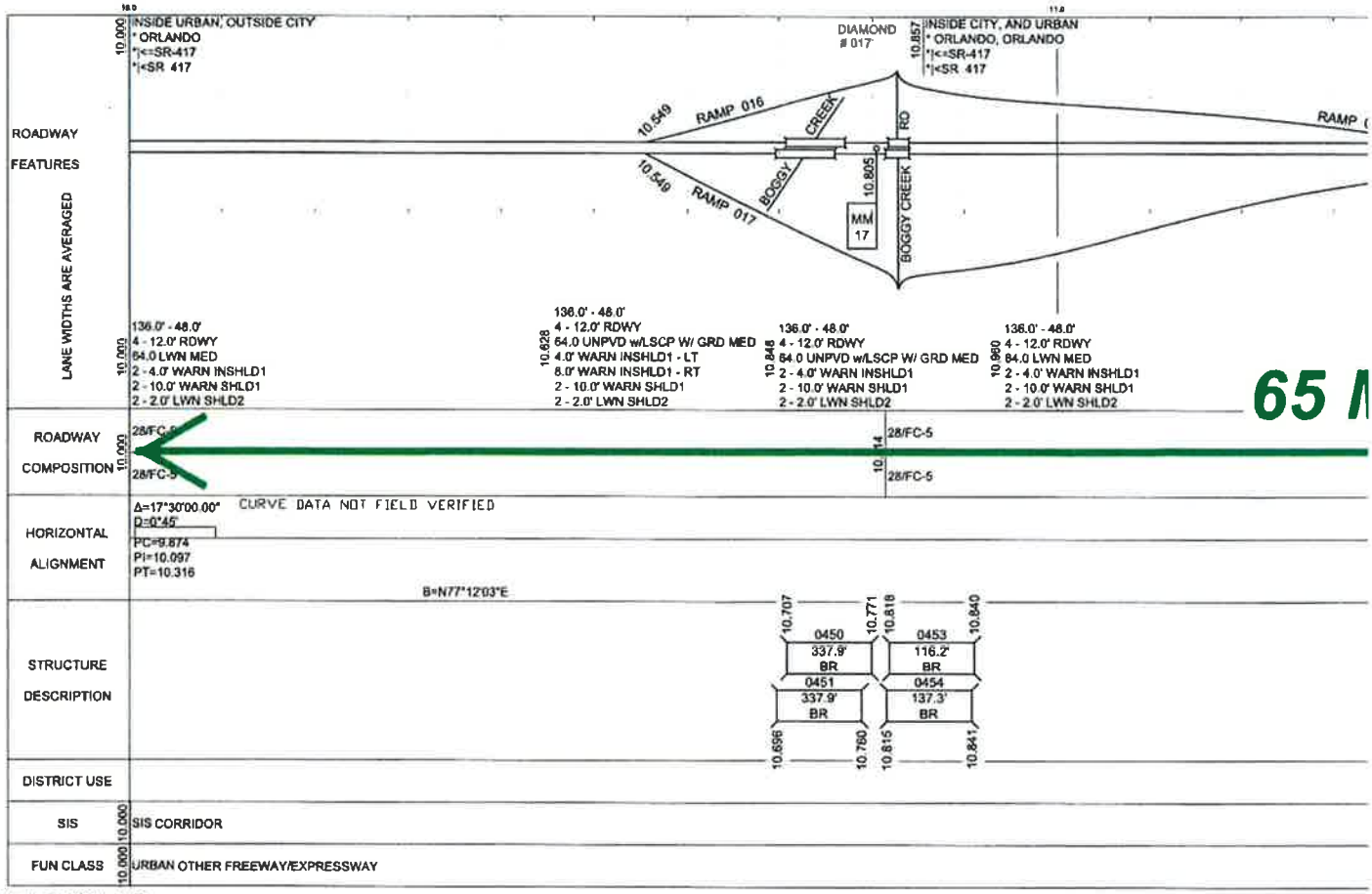
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	5 YR INV	SLD REV	INTERIM REVISIONS BMP	EMP	INV	SLD REV
DATE	02/19/2013	05/15/2013				
BY	Elizabeth Nelson	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM



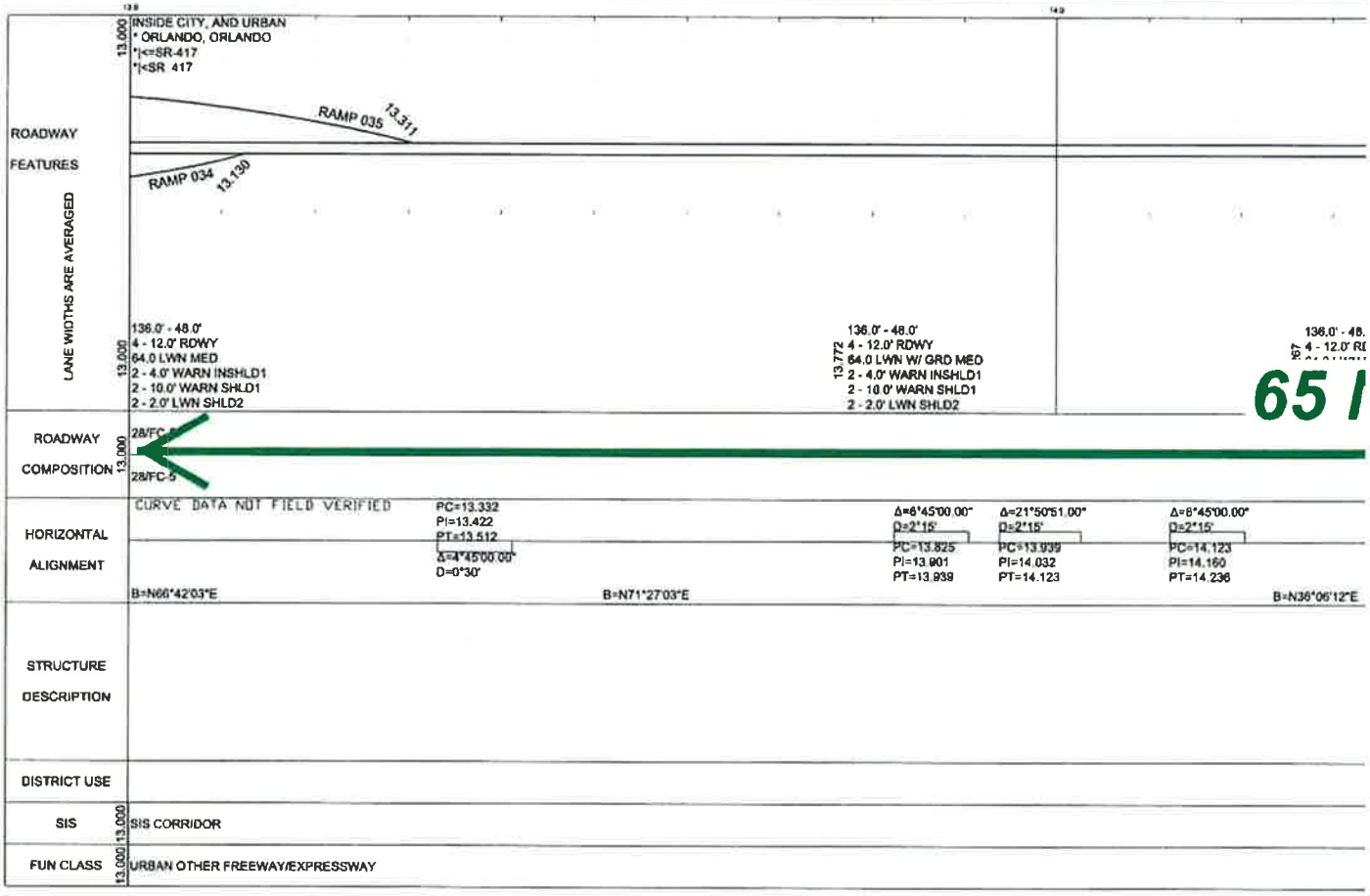


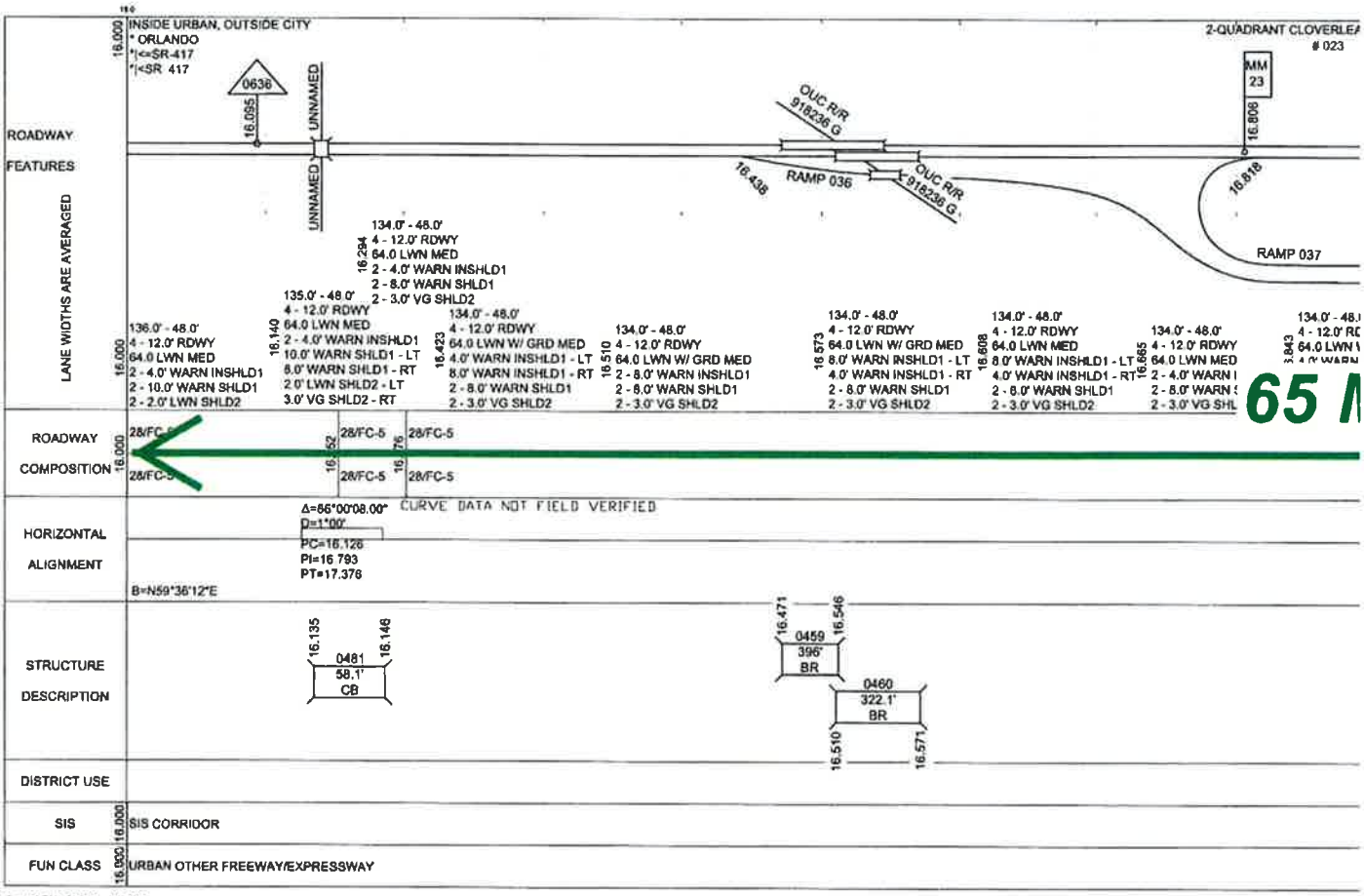
Created at: 05/13/2013 01:53

	5 YR INV	SLD REV	INTERIM REVISIONS BMP	EMP	INV	SLD REV
DATE	02/19/2013	05/15/2013				
BY	Elizabeth Nelson	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM



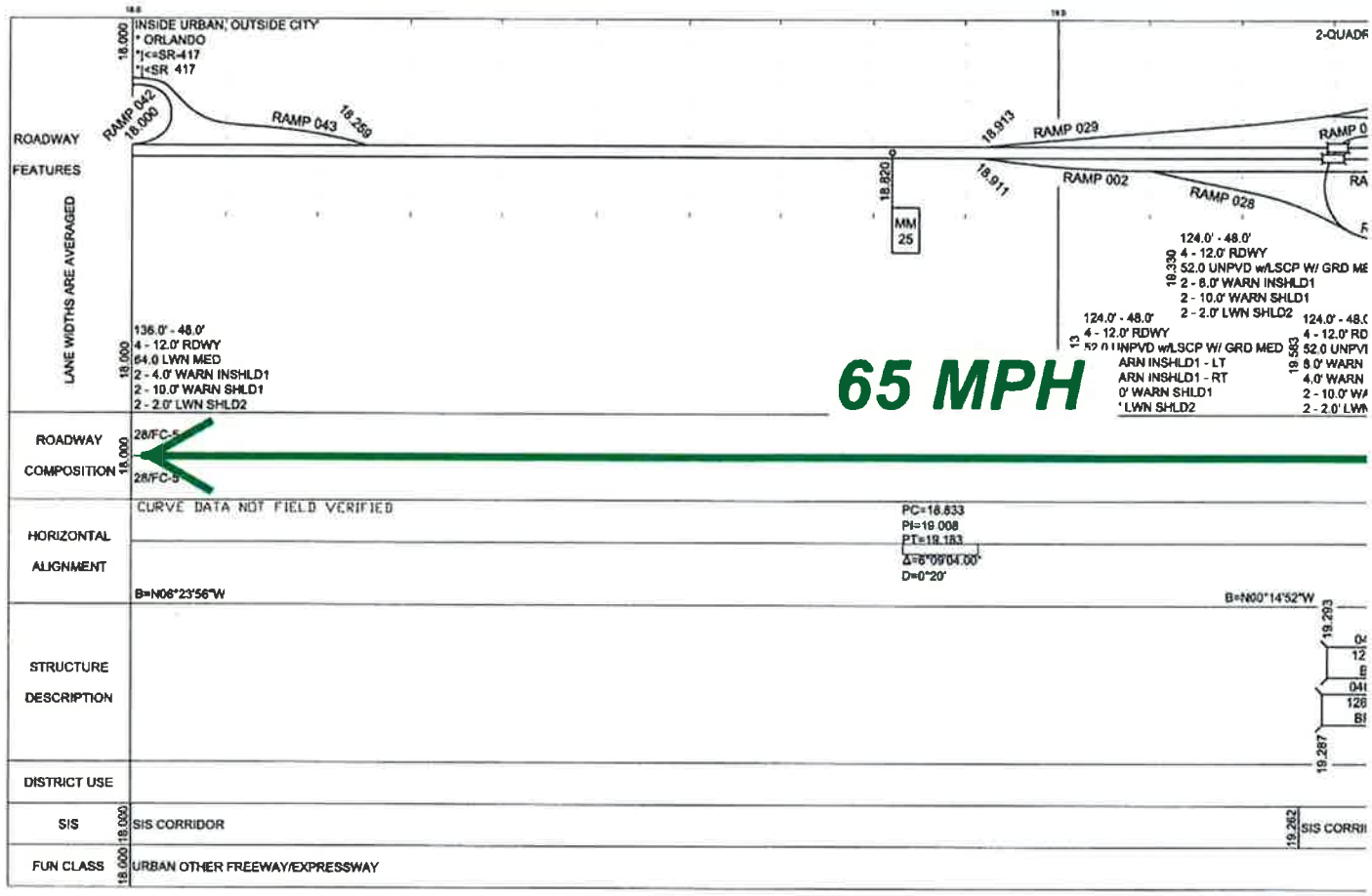


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DATE	02/19/2013	05/15/2013				
BY	Elizabeth Nelson	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM

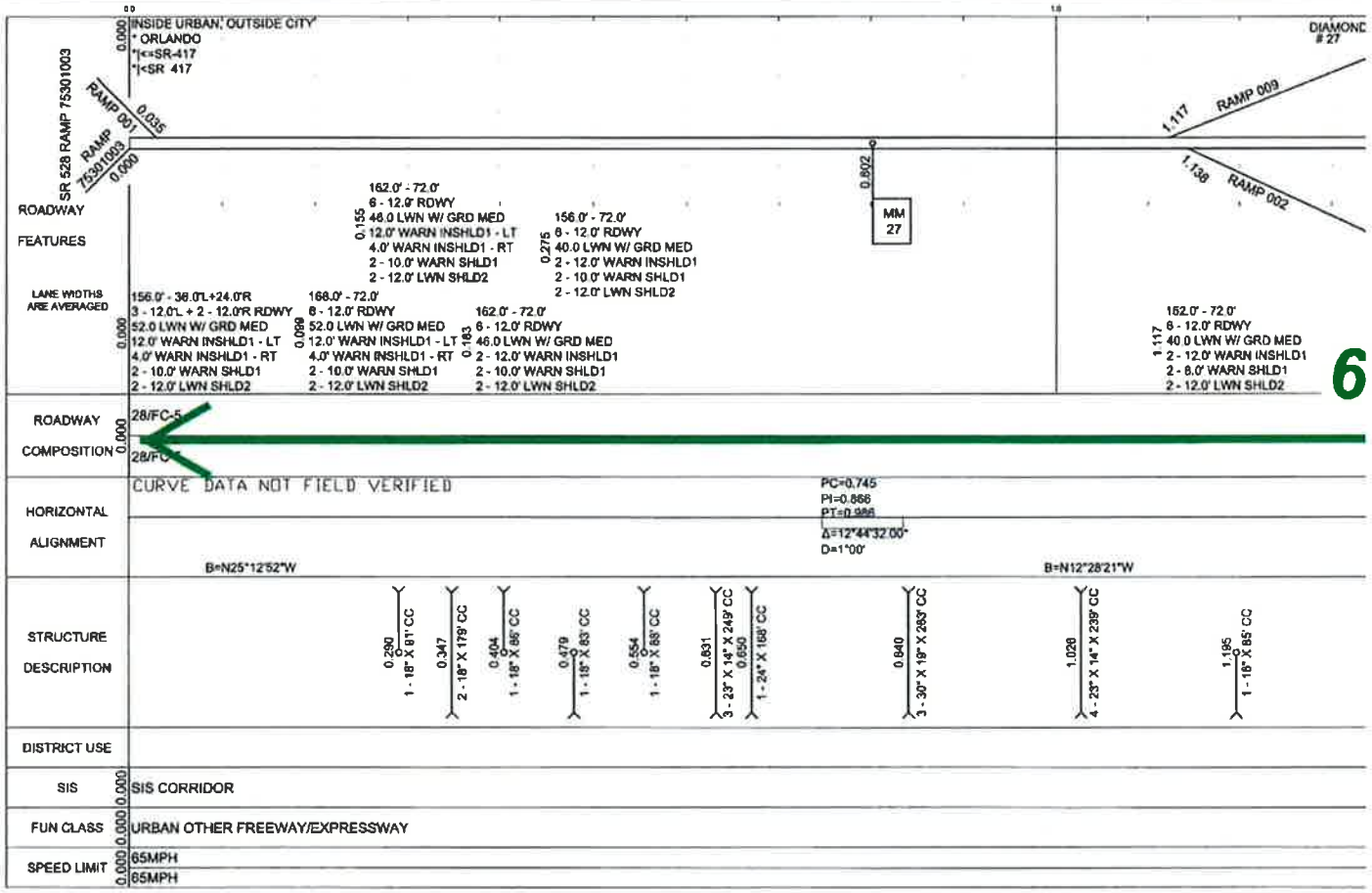


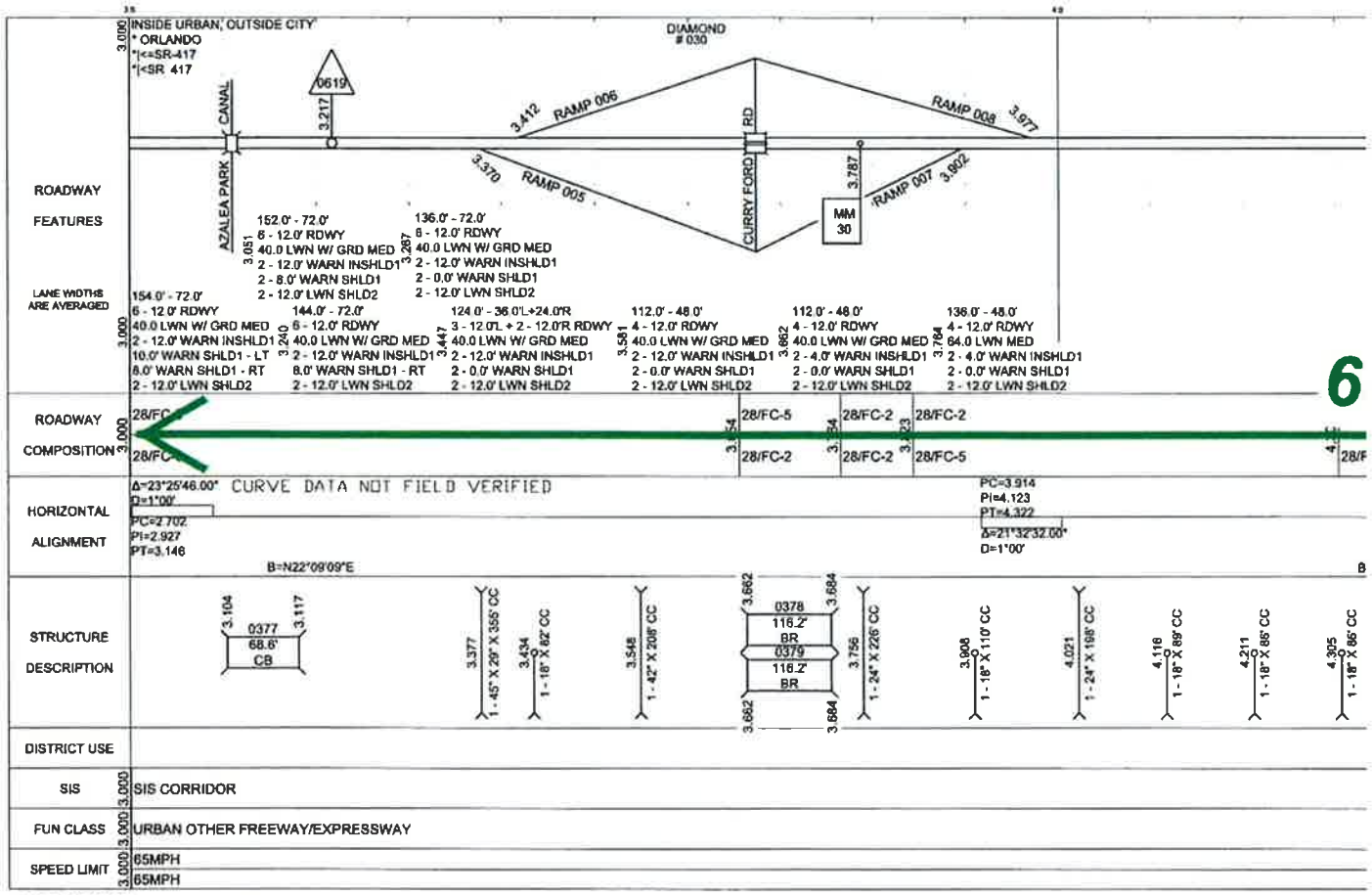
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DATE	06/24/2013	07/03/2013				
BY	Kim Auerbach and Betty	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATI

STRAIGHT LINE DIAGR

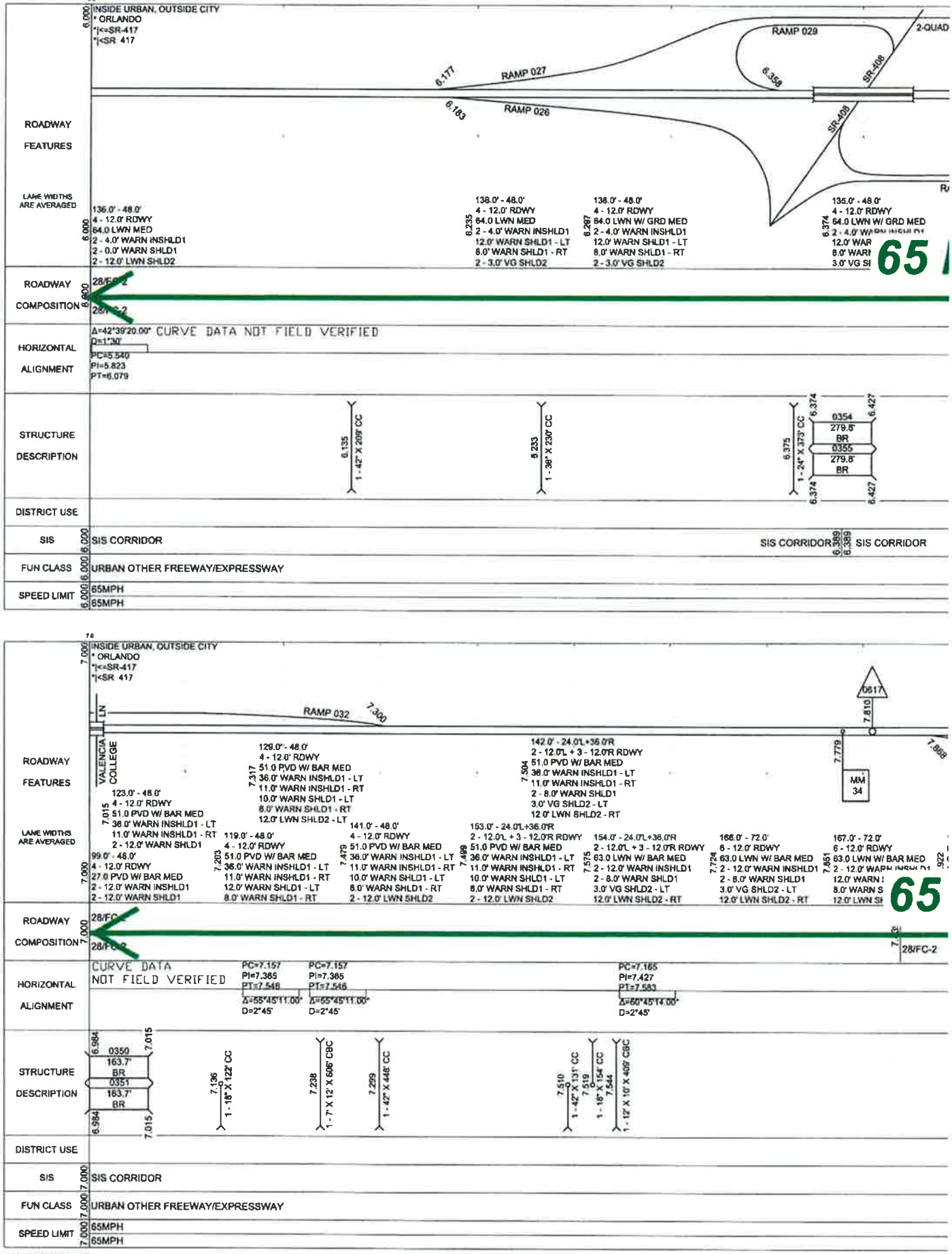




	5 YR INV	SLD REV	BMP	EMP	INV	SLD REV
DATE	06/24/2013	07/03/2013				
BY	Kim Auerbach and Betty	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATI

STRAIGHT LINE DIAGF



Version: 1.4.2.7 07/03/2013

	5 YR INV	SLD REV	BMP	EMP	INV	SLD REV
DATE	06/24/2013	07/03/2013				
BY	Kim Auerbach and Betty	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATI

STRAIGHT LINE DIAGR

ROADWAY FEATURES

9.000 INSIDE URBAN, OUTSIDE CITY
* ORLANDO
*|<=SR-417
*|<SR 417

TRL
ECONLOCKHATCHEE
9.410 RAMP FROM TOLL
RAMP TO TOLL 9.717
9.404 RAMP 022 TO TOLL

LANE WIDTHS ARE AVERAGED

9.000 156.0' - 72.0'
6 - 12.0' RDWY
40.0 LWN/DBL GR MED
2 - 10.0' WARN INSHLD1
2 - 10.0' WARN SHLD1
2 - 12.0' LWN SHLD2

9.435 118.0' - 48.0'
4 - 12.0' RDWY
26.0 PVD/BAR MED
2 - 10.0' WARN INSHLD1
2 - 10.0' WARN SHLD1
2 - 12.0' LWN SHLD2

9.753 130.0' - 36.0'L+24.0'R
3 - 12.0'L + 2 - 12.0'R RDWY
26.0 PVD/BAR MED
2 - 10.0' W
2 - 10.0' W
2 - 12.0' LW

65 M

ROADWAY COMPOSITION

9.000 28/FC-S
28/FC-

HORIZONTAL ALIGNMENT

CURVE DATA NOT FIELD VERIFIED

STRUCTURE DESCRIPTION

9.192 0347 9.203
58.1'
UP

9.810 1 - 24" X 376' CC

DISTRICT USE

SIS

9.000 SIS CORRIDOR

FUN CLASS

9.000 URBAN OTHER FREEWAY/EXPRESSWAY

SPEED LIMIT

9.000 65MPH
65MPH

ROADWAY FEATURES

11.000 INSIDE URBAN, OUTSIDE CITY
* ORLANDO
*|<=SR-417
*|<SR 417

0611
11.162
11.501 SEMINOLE CO LINE

LANE WIDTHS ARE AVERAGED

11.000 168.0' - 24.0'L+36.0'R
2 - 12.0'L + 3 - 12.0'R RDWY
64.0 LWN MED
2 - 4.0' WARN INSHLD1
2 - 10.0' WARN SHLD1
2 - 12.0' LWN SHLD2

156.0' - 48.0'
4 - 12.0' RDWY

65 MPH

END MP: 011.501
NET ROADWAY ID LENGTH: 11.501
OOCEA MAINTAINED LENGTH: 11.501

ROADWAY COMPOSITION

11.000 28/FC-
28/FC-

HORIZONTAL ALIGNMENT

CURVE DATA NOT FIELD VERIFIED

B=N37°23'35"W

STRUCTURE DESCRIPTION

11.076 1 - 42" X 310' CC

11.172 1 - 36" X 172' CC

DISTRICT USE

SIS

11.000 SIS CORRIDOR
SIS CORRIDOR 11.501

FUN CLASS

11.000 URBAN OTHER FREEWAY/EXPRESSWAY

SPEED LIMIT

11.000 65MPH
65MPH

Version: 1.4.2.7 07/03/2013

SPOT SPEED STUDY

For

SR 429 (Daniel Webster Western Beltway)

From

Seidel Road to US 441

(Milepost 18.00 to 36.54, Roadway ID 75-320-000),
(Milepost 0.00 to 1.37, Roadway ID 75-320-100), &
(Milepost 6.44 to 9.63, Roadway ID 75-340-000)

Prepared for:
Orlando-Orange County Expressway Authority
Orlando, Florida

EXPRESSWAY AUTHORITY

Prepared by:

ATKINS

Orlando, Florida

March 2014

ATKINS

Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

March 28, 2014

Joseph A. Berenis, P.E.
Deputy Executive Director of Engineering
Operations & Maintenance
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807-1684

Re: **Spot Speed Study for SR 429 (Daniel Webster Western Beltway)**
From Seidel Road to US 441

Dear Mr. Berenis:

This report was prepared in accordance with the guidelines established in the Florida Department of Transportation (FDOT) Speed Zoning for Highways, Roads, and Streets Manual dated March 2010, the FDOT Manual of Uniform Traffic Studies (MUTS) Chapter 13 dated January 2000 and the 2009 Manual of Uniform Traffic Control Devices (MUTCD).

This report presents the results of a Spot Speed Study completed along the portion of the SR 429 (Daniel Webster Western Beltway) owned and operated by the Orlando-Orange County Expressway Authority (Authority) from the Seidel Road interchange to US 441, a distance of approximately 23.1 miles. Comments from FDOT District 5 have been incorporated. Based upon the criteria discussed in the FDOT Speed Zoning Manual, the MUTS vehicle spot speed analysis and data collection, field operations, and engineering judgment, the following recommendation was developed:

- It is recommended to consider increasing the existing speed limit from 65 miles per hour to 70 miles per hour on the portion of the SR 429 owned and operated by the Authority in both the northbound and southbound directions from the Seidel Road Interchange to US 441. This proposed increase in speed to 70 miles per hour is recommended due to meeting the 85th percentile speed and the upper limit 10 miles per hour pace criteria that is discussed in Chapter 9 of the FDOT Speed Zoning Manual.
- The Authority will need to determine the proper scheduling of the change in speed limit at the northern end of the study corridor due to the proposed construction of the Wekiva Parkway.

Implementation of the recommended increase of the speed limit is subject to review and approval by the FDOT based on the Florida Statutes Sections 316.187 and 316.189

Sincerely,

Stephen W. Austin, P.E.
Vice President

TABLE OF CONTENTS

SECTION 1 - OVERVIEW 1

INTRODUCTION 1

METHODOLOGY 1

SECTION 2 – SPOT SPEED STUDY 5

ROADWAY CLASSIFICATION & CONFIGURATION 5

TRAFFIC VOLUME DATA 7

CRASH ANALYSIS 7

SPOT SPEED ANALYSIS 8

SECTION 3 – CONCLUSION & RECOMMENDATION 10

APPENDICES 11

LIST OF FIGURES

Figure	Title	Page
1	Project Location Map	3
2	Speed Zone Map	4

LIST OF TABLES

Table	Title	Page
1	Existing Speed Zone Regulation Summary	6
2	Spot Speed Study Summary	9

SECTION 1 - OVERVIEW

INTRODUCTION

The Authority has performed a Spot Speed Study along SR 429 (Daniel Webster Western Beltway) from the Seidel Road Interchange at Exit 11 to US 441, a length of approximately 23.1 miles. This is from milepost 18.00 to milepost 36.54 of Roadway Section ID 75-320-000 and from milepost 0.00 to milepost 1.37 of Roadway Section ID 75-320-100 and from milepost 6.44 to milepost 9.63 of Roadway Section ID 75-340-000. The existing speed limit within this corridor is 65 miles per hour with the exception of the northern terminus where the speed limit is reduced to 45 mph to connect to the temporary terminus near US 441. A study corridor location map is shown in Figure 1 of this report. The existing speed limits throughout the Authority's roadways are shown in Figure 2.

Based on Florida Statutes Sections 316.187 and 316.189, any change and/or alterations in speed limits must be based on an engineering and traffic study that is used to assist in making the determination that any alterations to the existing speed limit are reasonable and in conformity to the criteria developed by the FDOT. In addition, any altered speed limits established solely on the basis of opinion are considered contrary to the intent of the 316.187 and 316.189 Florida Statutes.

For this Spot Speed Study, the analysis methods used in completing this study are consistent with the analysis methods set forth in the 2009 Manual of Uniform Traffic Control Devices (MUCTD), the FDOT Manual on Speed Zoning for Highways, Roads & Streets, dated March 2010, the FDOT Manual of Uniform Traffic Studies (MUTS) and engineering judgment. The remainder of this report documents the methodology, roadway configuration, collision/accident data, existing travel time data, spot speed analyses, and engineering recommendations.

METHODOLOGY

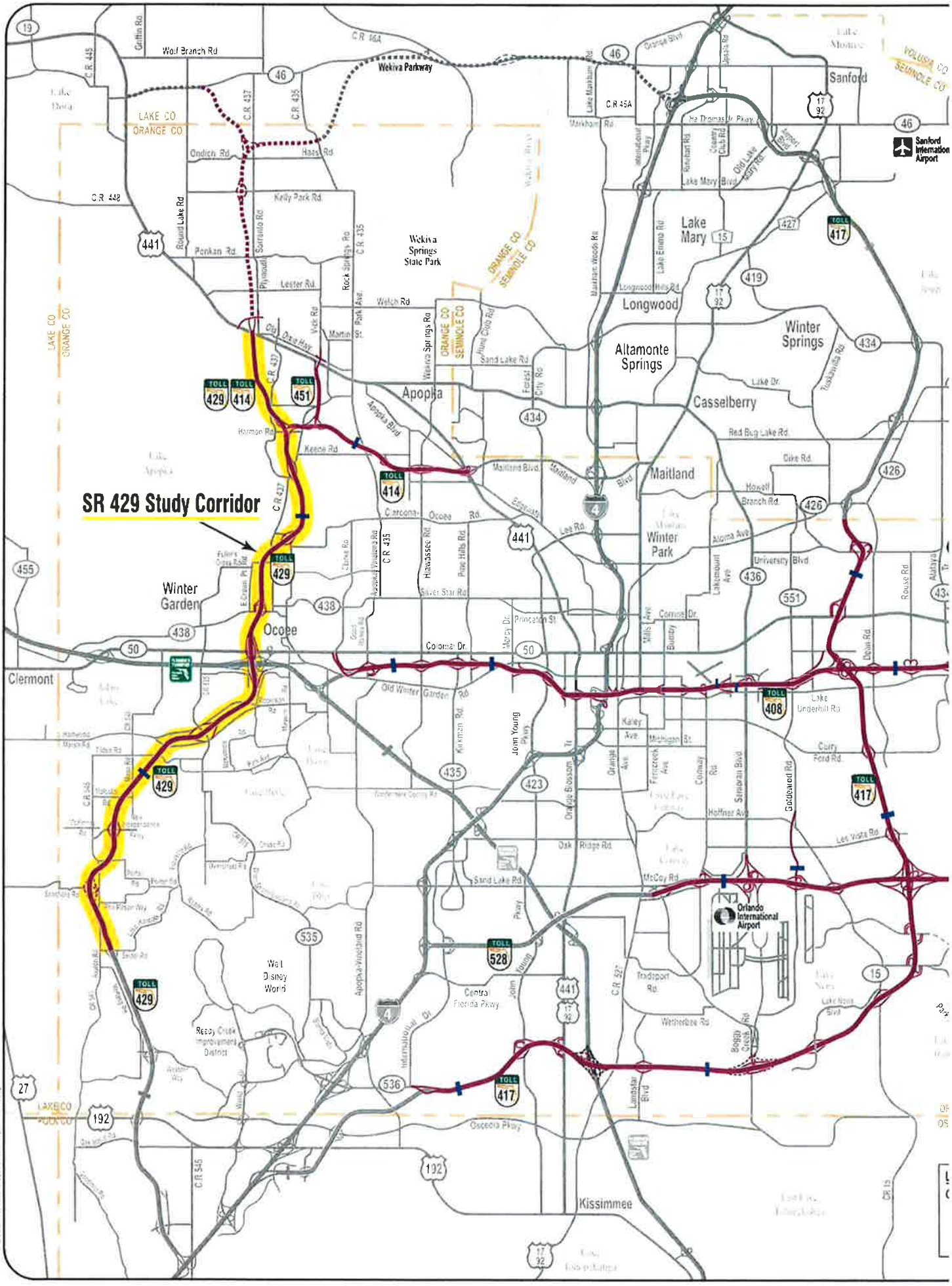
The methodology for performing the spot speed analysis for the proposed increase in speed along SR 429 (Daniel Webster Western Beltway) from the interchange at Seidel Road to US 441 is shown below:

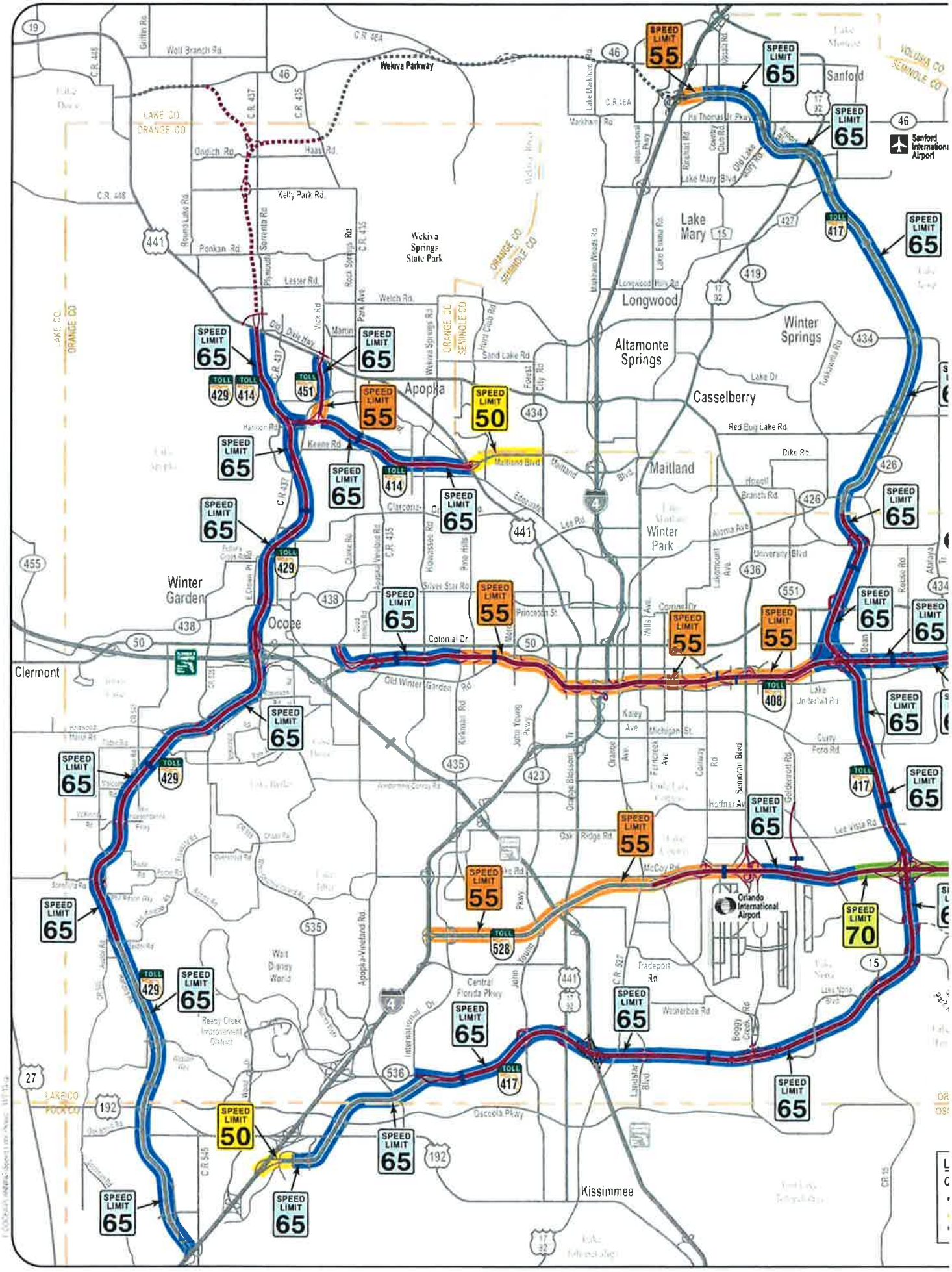
- Collect and review existing traffic volumes within the study corridor from the Authority's annual statistical manual.

- Collect and review collision/accident data within the study corridor from the appropriate agencies (FDOT, Florida Highway Patrol, and Orlando Police Department).

- Collect and review existing plans and record drawings to determine design speeds for the corridor.

- Complete spot speed study analysis for the study corridor from Seidel Road to US 441 based on the criteria described in the FDOT Speed Zoning Manual dated March 2010 and the FDOT Manual of Uniform Traffic Studies (MUTS) dated January 2000.


SR 429 Study Corridor
Wekiva Parkway
Wolf Branch Rd
Kelly Park Rd.
Ponkan Rd.
Lester Rd.
Welch Rd
Old Dixie Hwy
Harmon Rd
Keene Rd
Wekiva Springs State Park
Apopka
Altamonte Springs
Longwood
Lake Mary
Sanford
Sanford International Airport
Winter Springs
Casselberry
Maitland
Winter Park
Winter Garden
Ocoee
Clermont
Apopka-Vineland Rd
Walt Disney World
Ready Creek Improvement District
Central Florida Pkwy
Orlando International Airport
Kissimmee
Lake Underhill Rd
Colonial Dr.
Old Winter Garden Rd
Sand Lake Rd
Oak Ridge Rd
McCoy Rd
Osceola Pkwy
Lee Vista Rd
Curry Ford Rd
Goldenrod Rd
Orange Blvd
Lake Mary Blvd
Longwood Hills Rd
Maitland Blvd
Howell Branch Rd
Red Bug Lake Rd
Dike Rd
Lake Dr.
University Blvd
Princeton St
Silver Star Rd
Hiawassee Rd
Pine Hills Rd
Kirkman Rd
John Young Pkwy
Orange Blossom Tr
Semoran Blvd
Forest City Rd
Rock Springs Rd
Round Lake Rd
Sorrento Rd
Plymouth
Vick Rd
Martin St
Park Ave
Fullers Cross Rd
E Crown Pl
Clarcona-Ocoee Rd
Lee Rd
Wetherbee Rd
Tradeport Rd
Boggy Creek Rd
Lake Nona Blvd
Lansdale Blvd
Tuskawilla Rd
Lake Emma Rd
Markham Woods Rd
Lake Markham Rd
Markham Rd
Sanford Blvd
Dr. Phillips Blvd
Turkey Lake Rd
Universal Blvd
International Dr
Apopka Blvd
Forest City Rd
Fiwal Blvd
Weekiva Springs Rd
Lakemount Ave
Mills Ave
Bumby
Denn Rd
Rouse Rd
Abdalya
Michigan St
Kaley Ave
Princeton Ave
Orange Ave
Colonial Dr
Conroe Dr
Alaska Ave
Hoffner Ave
Stevens Plantation Blvd
Tradeport Rd
Lake Nona Blvd
Boggy Creek Rd
Lansdale Blvd
Wetherbee Rd
Central Florida Pkwy
Osceola Pkwy
Sand Lake Rd
Oak Ridge Rd
McCoy Rd
Lee Vista Rd
Curry Ford Rd
Goldenrod Rd
Lake Underhill Rd
Colonial Dr
Old Winter Garden Rd
Princeton St
Silver Star Rd
Clarcona-Ocoee Rd
Lee Rd
Maitland Blvd
Howell Branch Rd
Red Bug Lake Rd
Dike Rd
Lake Dr
University Blvd
Longwood Hills Rd
Lake Mary Blvd
Orange Blvd
Wolf Branch Rd
Griffin Rd
C.R. 46A
C.R. 46A
C.R. 448
C.R. 435
C.R. 437
C.R. 535
C.R. 545
C.R. 15
LAKE CO
ORANGE CO
ORANGE CO
SEMINOLE CO
VOLUSIA CO
SEMINOLE CO
LAKE CO
OSCEOLA CO
TOLL 429
TOLL 414
TOLL 451
TOLL 429
TOLL 414
TOLL 429
TOLL 429
TOLL 528
TOLL 417
TOLL 417
TOLL 408
TOLL 417
441
441
441
17 92
17 92
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17 92
434
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434
426
426
436
551
423
435
438
438
455
50
50
46
46
46
19
27
192
192
536
535
15
Orange Blossom Tr
John Young Pkwy
Kirkman Rd
Hiawassee Rd
Pine Hills Rd
Apopka Blvd
Forest City Rd
Rock Springs Rd
Round Lake Rd
Sorrento Rd
Plymouth
Vick Rd
Martin St
Park Ave
Fullers Cross Rd
E Crown Pl
Clarcona-Ocoee Rd
Lee Rd
Wetherbee Rd
Tradeport Rd
Boggy Creek Rd
Lansdale Blvd
Tuskawilla Rd
Lake Emma Rd
Markham Woods Rd
Lake Markham Rd
Markham Rd
Sanford Blvd
Dr. Phillips Blvd
Turkey Lake Rd
Universal Blvd
International Dr
Apopka Blvd
Forest City Rd
Fiwal Blvd
Weekiva Springs Rd
Lakemount Ave
Mills Ave
Bumby
Denn Rd
Rouse Rd
Abdalya
Michigan St
Kaley Ave
Princeton Ave
Orange Ave
Colonial Dr
Conroe Dr
Alaska Ave
Hoffner Ave
Stevens Plantation Blvd


Wekiva Parkway
Sanford
Sanford International Airport
Lake Mary
Longwood
Altamonte Springs
Winter Springs
Casselberry
Apopka
Maitland
Winter Park
Winter Garden
Ocoee
Clermont
Kissimmee
Orlando International Airport
Wekiva Springs State Park
Reedy Creek Improvement District
SPEED LIMIT 65
SPEED LIMIT 55
SPEED LIMIT 50
SPEED LIMIT 70
TOLL 429
TOLL 414
TOLL 451
TOLL 417
TOLL 528
TOLL 408

SECTION 2 – SPOT SPEED STUDY

ROADWAY CLASSIFICATION & CONFIGURATION

SR 429 (Daniel Webster Western Beltway) is currently classified as an Urban Principal Arterial – Other Freeways & Expressway that provides a north-south movement in the western portions of both Orange and Osceola Counties.

SR 429 begins with an interchange with I-4 within Osceola County. The first eleven miles of SR 429, were constructed and are owned and operated by the FDOT, Florida's Turnpike Enterprise (FTE). The portion of the SR 429 owned and operated by the Authority begins at Seidel Road in Orange County and currently extends to US 441, a distance of approximately 23.1 miles. This corridor is comprised of three FDOT Roadway Section IDs, 75-320-000, 75-320-100 and 75-340-000. The lengths and limits within each are shown in Table 1. SR 429 will be extended to the north and east approximately 25 miles and will connect to I-4 in Sanford FL. This portion of the SR 429 is known as the Wekiva Parkway and is being implemented jointly by the Authority and FDOT. Portions of the Wekiva Parkway are currently under design and portions are currently under construction. The temporary speed reduction at the northern end of the study corridor will be removed when the adjoining section of Wekiva Parkway is constructed.

SR 429 provides the western side of a circumferential beltway around Orlando. Major attractions in the area include Disney World. SR 429 is also part of the State of Florida Strategic Intermodal Highway System (SIS) and a hurricane evacuation route for the east coast of Florida.

In addition to the connections to I-4 on each end, SR 429 has major interchanges with Florida's Turnpike, west of downtown Orlando and SR 414, which connects to Maitland Blvd. There are also two mainline toll plazas within the study area. The Forest Lake and Independence Plazas are each Open Road Tolling Plazas. The Authority has recently completed a new interchange between SR 414 and SR 429 and re-aligned SR 429 from SR 414 to US 441. The new extension of SR 429 to US 441 near Plymouth Sorrento Road opened to traffic in January 2013 and accommodates the alignment of the future Wekiva Parkway. SR 429 within the Study Corridor is primarily a 4 and 6 lane limited

Table 1

S.R. 429 Daniel Webster Western Beltway & S.R. 429 / S.R 414 John Land Apopka Expressway

Existing Speed Zone Regulation Summary

Milepost		Speed	Length	Speed Zone Location
From	To	(mph)	(miles)	(measured from centerline of cross road)
SR 429: Danield Webster Western Beltway - 75-320-000				
18.00	22.08	65	4.08	Seidel Road to New Independence Parkway
22.08	26.45	65	4.37	New Independence Parkway to CR 535 (Winter Garden Vineland)
26.45	29.41	65	2.96	CR 535 (Winter Garden Vineland) to Florida's Turnpike
29.41	29.73	65	0.33	Florida's Turnpike to SR 50 (Colonial Drive)
29.73	31.17	65	1.44	SR 50 (Colonial Drive) to Plant St/Franklin St/SR 438
31.17	33.68	65	2.51	Plant St/Franklin St/SR 438 to West Road/Clarcona Road
33.68	36.54	65	2.86	West Road/Clarcona Road to CR 437A (Ocoee Apopka Road)
SR 429: Danield Webster Western Beltway - 75-320-100				
0.00	1.37	65	1.37	CR 437A (Ocoee Apopka Rd) SB off ramp to SR 414 NB/SB On Off Ramps
SR 429/SR 414: John Land Apopka Expressway - 75-340-000				
6.44	9.02	65	2.58	SR 414/429 System Interchange to 850 ft south of General Electric Rd
9.02	9.30	55	0.28	850 ft south of General Electric Rd to beginning of CSX Railroad Bridge
9.30	9.63	45	0.33	Beginning of CSX Railroad Bridge to SR 429 Connector Road

Notes:

1. The Expressway Authority (OOCEA) and Florida's Turnpike Enterprise maintain portions of the SR 429.
2. The Expressway Authority (OOCEA) maintains from Seidel Road to US 441 and Florida's Turnpike Enterprise maintains from I-4 to Seidel Road
3. Roadway ID is based on the latest FDOT D5 Straight Line Diagram obtained from FDOT Website
4. The existing speed zones along SR 414/SR 429 shown at 45mph & 55mph are due to the speed reductions associated with approaching the SR 429 Connector Road. Note once Wekiva Parkway is constructed these speed reductions will be removed.

access tolled facility with a posted speed limit of 65 miles per hour the entire length. The design speed based on record drawings within the limits of the study was found to be 70 miles per hour.

There are two mainline toll plazas within the SR 429 study corridor. The Independence mainline plaza and the Forest Lake mainline plaza are located within Roadway Section ID 75-320-000. Both of these plazas are open road tolling plazas that allow vehicles using EPass and SunPass transponders to travel at the prevailing highway speeds. The design speed within the mainline plazas is 70 mph.

TRAFFIC VOLUME DATA

Traffic volumes obtained from the Authority's 2012 Annual Traffic and Statistical Manual for the SR 429 range from an Average Annual Weekday Traffic (AAWT) of 14,880 vehicles north of Seidel Road to an AAWT of 40,260 vehicles north of Florida's Turnpike/SR 50. The existing traffic data obtained for this report is provided in Appendix A.

CRASH ANALYSIS

A review of the crash data for the years 2010, 2011, and 2012, obtained from the Florida Highway Patrol, Orlando Police Department and the FDOT Crash database system, shows that within the study corridor from Seidel Road to the US 441, a total of 142 vehicle crashes occurred in the three year period combined in the northbound and southbound directions.

The vast majority of the 142 crashes had Careless Driving as the Primary Contributing Cause. Collision with motor vehicles (rear end, sideswipe and angle) and collision with guardrails are the most common collision types. There were 2 crashes with the Primary Contributing Cause as Exceeded Safe Speed Limit. This represents 1.4% of the total crashes. Both of these crashed occurred under wet conditions. The crash summary table for the three years is found in Appendix B.

Based on these accident summaries, it was determined that the crashes that occurred in the years 2010, 2011 and 2012 were non-speed related.

SPOT SPEED ANALYSIS

A Spot Speed Study was conducted to measure the prevailing travel speed along the SR 429 (Daniel Webster Western Beltway) within the study corridor. This spot speed study was taken at five locations within the study corridor between the interchanges of Seidel Road and US 441. The current posted speed limit within this section of expressway is 65 miles per hour. The field data collected utilizing the Wavetronic Data Collection Sensors (SS125 HD) recently installed throughout the Expressway System, shows that the existing speed conditions support an increase in speed limit to a 70 miles per hour speed. The Spot Speed Study summarized in Table 2 on the following page, reveals that the 85th percentile speed for the vehicles ranges from 70 to 79 miles per hour with a 10 miles per hour pace ranging from 61 to 70 miles per hour to 69 to 78 miles per hour. The results and data worksheet of the spot speed study are provided in Appendix C of this report.

Table 2

S.R. 429 / S.R. 451 Daniel Webster Western Beltway

Spot Speed Study Summary

Roadway	**S.R. 429 Daniel Webster Western Beltway**					**FDOT District**		**District 5**
Roadway ID	**75-320-000**					**County**		**Orange County**
Roadway Limits	**Seidel Road to CR 437A (Ocoee Apopka Rd)**							
Study	**Date**	**Direction**	**85% Speed**	**10 MPH Pace**	**FDOT Milepost**	**OOCEA Sensor**	**2012 AADT**	
1	10/8/2013	NB	74.3	64-73	18.0	10.9	14,880	At : (Beginning Lim
		SB	74.7	64-73				
2	10/8/2013	NB	73.8	64-73	23.2	16.1	15,930	At t (0.834 miles
		SB	75.8	65-74				
3	10/8/2013	NB	70.3	61-70	27.4	20.4	35,740	Just to the nc bridge
		SB	74.7	66-75	27.7	20.7		
4	10/8/2013	NB	76.4	66-75	31.8	24.7	35,840	North of Pla (.20 miles
		SB	78.1	69-78				
Roadway	**S.R. 429 Daniel Webster Western Beltway**					**FDOT District**		**District 5**
Roadway ID	**75-320-100**					**County**		**Orange County**
Roadway Limits	**CR 437A (Ocoee Apopka Rd) - SR 414 Systems Interchange**							
5	10/8/2013	NB	79.3	69-78	0.4	29.6	29,320	North of CR (
		SB	75.0	64-73				

Notes:

1. The Expressway Authority (OOCEA) and Florida's Turnpike Enterprise maintain portions of the SR 429.
2. The Expressway Authority (OOCEA) maintains from Seidel Road to US 441 and Florida's Turnpike Enterprise maintains from I-4 to Seidel Road
3. Roadway ID is based on the latest FDOT D5 Straight Line Diagram obtained from FDOT Website

SECTION 3
CONCLUSION & RECOMMENDATION

Based on the completed spot speed study analysis, it can be concluded that the change in speed limit from the existing posted speed limit of 65 miles per hour to 70 miles per along SR 429 (Daniel Webster Western Beltway) from the Seidel Road Interchange to US 441 is justified. This justification and/or consideration of the proposed increase in speed is based on meeting the 85th percentile speed and the upper limit of the 10 miles per hour pace criteria. In addition, the spot speed study demonstrates that vehicles are traveling in excess of 70 miles per hour through this section of roadway.

It is recommended that the speed limit along SR 429 (Daniel Webster Western Beltway) from Seidel Road to US 441 be changed to 70 miles per hour due to meeting the 85th percentile speed criteria discussed in the FDOT Speed Zoning for Highways, Roads and Streets Manual. Implementation of the recommended increase of the speed limit is subject to review and approval by the FDOT. The Authority will need to coordinate the temporary speed reduction at the northern end of the study corridor with the construction of the adjoining southern section of the Wekiva Parkway.

It is also recommended that if the speed limit revision is approved by FDOT and implemented by the Authority, the Authority continue to review the 85th percentile speeds, the upper limit of the 10 miles per hour pace and compare the number, type and severity of crashes that occur.

APPENDICES

Appendix A – Historical and Existing Traffic Data

Appendix B – Accident Summaries

Appendix C – Spot Speed Study Data Collection

Appendix D – Straight Line Diagrams (SLDs)

APPENDIX A

HISTORICAL & EXISTING TRAFFIC DATA

Existing and Historical Average Annual Weekday Mainline Traffic Volumes

Segment Location	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012
Seidel Road to New Independence Parkway	------	------	------	------	------	------	8,740	13,180	12,820	11,950	13,070	13,290	14,880
New Independence Parkway to CR 535	------	------	------	------	------	------	8,400	14,000	13,540	12,500	13,700	14,130	15,930
CR 535 to Florida Turnpike / SR 50	------	------	------	12,510	17,800	20,760	29,130	34,090	34,010	32,510	34,250	34,820	35,740
Florida Turnpike / SR 50 to SR 438	8,030	15,080	23,040	29,500	32,160	36,190	40,170	41,650	37,350	36,330	38,470	39,440	40,260
SR 438 / Plant St / Franklin St to West Road	9,190	15,430	20,310	24,800	28,130	31,990	35,070	36,400	32,660	31,930	33,720	34,360	35,840
West Road to Ocoee Apopka Road (CR 437A)	8,360	13,620	16,940	20,140	23,820	26,700	29,200	30,410	26,990	27,600	29,500	29,600	31,650
Ocoee Apopka Road (CR 437A) to SR 414	7,790	13,910	16,080	19,900	22,210	24,920	26,740	27,610	24,440	20,500	20,680	20,110	29,320
SR 414 (Apopka Expressway) to US 441	7,790	13,910	16,080	19,900	22,210	24,920	26,740	27,610	24,440	25,080	26,410	26,670	26,070

Notes:

1. $0.25 Toll Increase was applied systemwide at various locations in April 2009.
2. SR 429 & 414 interchange was under constructon during the year 2011.
3. Systemwide Toll Increase was applied in July 2012 that included different toll rates for EPASS and Cash customers.

Existing and Historical Average Annual Weekday Ramp Terminal Traffic Volumes

Ramp Location	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012
Exit 15 : New Independence Pkwy													
Northbound Off-Ramp	------	------	------	------	------	------	280	470	500	420	390	370	370
Southbound On-Ramp	------	------	------	------	------	------	290	500	510	430	380	400	400
Northbound On-Ramp	------	------	------	------	------	------	100	950	890	720	700	820	920
Southbound Off-Ramp	------	------	------	------	------	------	130	840	840	680	700	790	900
Exit 19 : CR 535													
Northbound Off-Ramp	------	------	------	------	------	------	90	1,440	1,390	1,350	1,430	1,550	1,790
Southbound On-Ramp	------	------	------	------	------	------	90	1,450	1,440	1,340	1,390	1,570	1,650
Northbound On-Ramp	------	------	------	6,290	8,970	10,520	10,780	11,740	11,880	11,440	11,760	11,980	11,710
Southbound Off-Ramp	------	------	------	6,220	8,830	10,240	10,130	11,240	11,420	11,260	11,610	11,830	11,540
Exit 22&23 : FL Turnpike / SR 50													
Northbound On-Ramp from SR 50	3,762	3,330	3,910	2,710	2,710	3,030	2,960	2,450	2,610	2,580	2,610	2,540	2,750
Southbound Off-Ramp to SR 50	4,265	3,230	3,150	2,550	2,570	2,880	2,920	3,000	2,670	2,740	2,680	2,430	2,690
Northbound Off-Ramp to NB Turnpike	------	------	------	260	320	310	480	1,580	1,270	1,370	1,760	1,600	1,530
Northbound Off-Ramp to SB Turnpike	------	------	------	3,700	5,590	4,510	4,350	7,670	8,660	8,130	8,260	8,790	8,450
Southbound On-Ramp from NB Turnpike	------	------	------	3,280	4,840	5,350	6,570	8,360	7,980	7,700	7,850	8,240	7,920
Southbound On-Ramp from SB Turnpike	------	------	------	340	430	480	900	1,675	1,620	1,680	1,660	1,740	1,920
Northbound Off-Ramp to SR 50	------	------	------	840	1,140	1,320	1,920	2,665	2,330	2,320	2,690	2,190	1,990
Southbound On-Ramp from SR 50	------	------	------	1,130	1,410	1,620	2,500	2,870	2,480	3,150	2,810	2,380	2,170
Northbound On-Ramp from NB Turnpike	------	------	7,080	9,100	9,710	10,420	10,240	10,640	9,630	9,000	9,200	9,340	9,200
Northbound On-Ramp from SB Turnpike	------	------	1,740	3,700	4,090	4,220	3,070	3,080	2,680	2,670	3,060	3,040	3,190
Southbound Off-Ramp to NB Turnpike	------	------	1,610	2,250	2,240	2,710	3,060	2,880	2,520	2,500	2,990	3,000	3,140
Southbound Off-Ramp to SB Turnpike	------	------	7,140	7,670	8,840	9,340	9,540	9,910	9,440	8,680	8,710	9,210	9,270

Notes:

1. $0.25 Toll Increase was applied systemwide at various locations in April 2009.
2. SR 429 & 414 interchange was under construction during the year 2011 and year 2012.
3. Systemwide Toll Increase was applied in July 2012 that included different toll rates for EPASS and Cash customers.

Existing and Historical Average Annual Weekday Ramp Terminal Traffic Volumes

Ramp Location	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012
Exit 24 : SR 438 / Plant Street													
Northbound Off-Ramp	259	1,220	2,170	2,870	3,670	3,910	4,410	4,340	4,130	3,830	4,050	4,010	3,640
Southbound On-Ramp	209	880	1,790	2,470	3,010	3,210	3,680	3,640	3,510	3,200	3,420	3,590	3,280
Northbound On-Ramp	675	900	1,090	1,130	1,370	1,380	1,420	1,480	1,550	1,200	1,270	1,290	1,110
Southbound Off-Ramp	637	1,020	1,360	1,270	1,280	1,540	1,570	1,670	1,400	1,430	1,450	1,230	1,390
Exit 26 : West Road													
Northbound Off-Ramp	692	860	1,370	1,960	2,580	3,180	3,500	3,550	3,410	2,630	2,590	2,640	2,590
Southbound On-Ramp	747	780	1,440	2,000	2,590	3,150	3,570	3,530	3,360	2,720	2,700	2,980	2,730
Northbound On-Ramp	365	630	850	380	450	500	630	510	560	520	540	420	530
Southbound Off-Ramp	245	240	330	360	410	540	570	580	540	500	530	440	600
Exit 30 : CR 437A (Ocoee Apopka Rd)													
Northbound Off-Ramp	281	420	420	620	790	860	1,260	1,420	1,300	3,510	4,450	4,880	1,170
Southbound On-Ramp	287	420	360	590	820	920	1,200	1,380	1,250	3,590	4,370	4,610	1,160
Exit 31 : SR 414 (Apopka Expressway)													
SR 414 Eastbound On-Ramp from SR 429	------	------	------	------	------	------	------	------	------	------	------	------	5,030
SR 414 Westbound Off-Ramp to SR 429	------	------	------	------	------	------	------	------	------	------	------	------	4,960
SR 451 Northbound On-Ramp from 429	------	------	------	------	------	------	------	------	------	------	------	------	9,415
SR 451 Southbound Off-Ramp to SR 429	------	------	------	------	------	------	------	------	------	------	------	------	10,120
SR 451 Northbound On-Ramp from SR 414	------	------	------	------	------	------	------	------	------	2,190	2,830	3,140	2,825
SR 451 Southbound Off-Ramp to SR 414	------	------	------	------	------	------	------	------	------	2,390	2,900	3,420	3,710
Exit 33 : US 441													
Northbound Off-Ramp to NB & SB US 441	3,865	6,950	8,790	10,330	11,010	12,210	13,560	14,220	12,080	12,685	12,980	13,110	12,240
Southbound On-Ramp from SB US 441	2,270	3,920	4,980	5,980	6,380	7,725	7,820	6,350	7,720	8,245	9,150	9,250	9,960
Southbound On-Ramp from NB US 441	1,760	3,040	3,860	4,410	4,820	4,985	5,360	7,040	4,640	4,150	4,280	4,310	3,870

Notes:

1. $0.25 Toll Increase was applied systemwide at various locations in April 2009.
2. SR 429 & 414 interchange was under construction during the year 2011 and year 2012.
3. Systemwide Toll Increase was applied in July 2012 that included different toll rates for EPASS and Cash customers.

APPENDIX B

ACCIDENT SUMMARIES

TABLE 429-1

SR 429 (Western Beltway) Spot Speed Study

Year 2010 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
1	773015800	7/28/2010	Wednesday	8 20 AM	0 000	01	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
2	773013900	7/23/2010	Friday	7 09 PM	0 001	17	MV Hit Utility Pole/Light Pole	0	0	1	1	Daylight	2	Wet	No	WB	02	Careless Driving
3	819649070	12/2/2010	Thursday	7 40 AM	0 028	22	MV Hit Tree / Shrubbery	0	0	1	1	Daylight	1	Dry	No	NB	77	All Other
4	776924510	2/2/2010	Tuesday	10 50 PM	0 164	88	Unknown	1	0	0	4	Dark/Lights	2	Wet	No	SB	88	Unknown
5	776874610	3/2/2010	Tuesday	4 44 AM	0 180	31	Overturned	0	1	0	3	Dawn	2	Wet	No	NB	02	Careless Driving
6	770491680	5/25/2010	Tuesday	9 36 AM	0 202	07	Collision with MV in Transport (Backed Into)	0	0	1	1	Daylight	1	Dry	No	SB	04	Improper Backing
7	773015920	10/14/2010	Thursday	7 50 AM	0 238	06	Collision with MV in Transport (Sideswipe)	0	0	1	1	Daylight	1	Dry	No	SB	04	Improper Backing
8	776916110	5/14/2010	Friday	7 05 AM	0 414	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	NB	02	Careless Driving
9	776903980	2/6/2010	Saturday	8 57 AM	0 619	01	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	02	Careless Driving
10	776924520	2/3/2010	Wednesday	7 40 AM	0 620	01	Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	1	Dry	No	SB	02	Careless Driving
11	773017470	6/19/2010	Saturday	4 14 PM	0 620	01	Collision with MV in Transport (Rear End)	0	0	1	2	Dusk	1	Dry	No	SB	02	Careless Driving
12	819977270	12/12/2010	Sunday	3 15 AM	19 153	01	Collision with MV in Transport (Rear End)	0	2	0	5	Dark/No Lights	1	Dry	No	NB	02	Careless Driving
13	773014640	9/30/2010	Thursday	1 15 PM	21 569	06	Collision with MV in Transport (Sideswipe)	0	0	1	1	Daylight	1	Dry	No	NB	05	Improper Lane Change
14	773014570	3/16/2010	Tuesday	6 30 AM	23 088	31	Overturned	0	1	0	5	Dark/No Lights	1	Dry	No	NB	02	Careless Driving
15	770453330	8/10/2010	Tuesday	2 37 PM	25 356	17	MV Hit Utility Pole/Light Pole	0	2	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
16	773017700	8/14/2010	Saturday	8 07 PM	26 044	01	Collision with MV in Transport (Rear End)	0	1	0	2	Dusk	1	Dry	No	EB	22	Fleeing Police
17	820408560	12/25/2010	Saturday	1 10 PM	26 140	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	SB	01	No Improper Driving / Action
18	708818060	9/3/2010	Friday	2 50 PM	26 799	04	Collision with MV in Transport Same Direction	0	0	1	1	Daylight	1	Dry	No	EB	10	Followed Too Closely
19	773044300	10/19/2010	Tuesday	6 03 PM	26 867	01	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	02	Careless Driving
20	773013700	3/9/2010	Tuesday	6 43 PM	26 924	01	Collision with MV in Transport (Rear End)	0	1	0	5	Dark/No Lights	1	Dry	Yes	SB	02	Careless Driving
21	773014650	10/7/2010	Thursday	6 30 AM	27 065	06	Collision with MV in Transport (Sideswipe)	0	2	0	4	Dark/Lights	1	Dry	No	NB	77	All Other
22	773015610	2/9/2010	Tuesday	8 30 AM	27 067	03	Collision with MV in Transport (Angle)	0	2	0	1	Daylight	1	Dry	No	SB	05	Improper Lane Change
23	770438560	4/27/2010	Tuesday	2 47 PM	27 299	01	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
24	773003070	2/26/2010	Friday	1 50 AM	27 469	18	MV Hit Guardrail / Cable Guardrail	0	0	1	4	Dark/Lights	1	Dry	Yes	SB	07	Alcohol - Under Influence
25	773014660	10/7/2010	Thursday	6 32 AM	27 469	09	Collision with MV on Other Roadway	0	2	0	4	Dark/Lights	1	Dry	No	NB	02	Careless Driving
26	773014620	8/23/2010	Monday	1 56 PM	28 159	17	MV Hit Utility Pole/Light Pole	0	1	0	1	Daylight	2	Wet	No	NB	02	Careless Driving
27	773003090	2/27/2010	Saturday	1 28 AM	28 377	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	1	Dry	No	SB	02	Careless Driving
28	773044020	7/3/2010	Saturday	2 52 PM	29 845	17	MV Hit Utility Pole/Light Pole	0	0	1	1	Daylight	2	Wet	No	SB	02	Careless Driving
29	806338070	7/22/2010	Thursday	2 32 AM	31 209	18	MV Hit Guardrail / Cable Guardrail	0	0	1	4	Dark/Lights	1	Dry	No	NB	02	Careless Driving
30	773013630	1/29/2010	Friday	6 40 PM	31 280	77	All other	0	0	1	4	Dark/Lights	1	Dry	No	NB	05	Improper Lane Change
31	776943000	4/24/2010	Saturday	2 37 PM	32 185	31	Overturned	0	0	1	1	Daylight	1	Dry	No	NB	01	No Improper Driving / Action
32	806374060	9/20/2010	Monday	5 22 PM	32 675	03	Collision with MV in Transport (Angle)	0	0	1	1	Daylight	1	Dry	No	NB	03	Failed to Yield Right-of-Way
33	774419440	1/21/2010	Thursday	6 45 AM	34 183	01	Collision with MV in Transport (Rear End)	0	2	0	3	Dawn	3	Slippery	No	SB	02	Careless Driving
34	774419460	1/25/2010	Monday	7 55 AM	34 183	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	2	Wet	No	SB	02	Careless Driving
35	776907150	3/21/2010	Sunday	1 50 PM	34 683	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	NB	02	Careless Driving
36	776930040	3/4/2010	Thursday	6 15 PM	34 383	01	Collision with MV in Transport (Rear End)	0	2	0	4	Dark/Lights	1	Dry	No	NB	02	Careless Driving
37	820027620	12/9/2010	Thursday	6 40 PM	34 809	01	Collision with MV in Transport (Rear End)	0	2	0	4	Dark/Lights	1	Dry	No	NB	02	Careless Driving
38	809848120	10/12/2010	Tuesday	11 54 AM	38 863	06	Collision with MV in Transport (Sideswipe)	0	0	1	1	Daylight	1	Dry	No	NB	02	Careless Driving
39	913187620	8/1/2010	Sunday	5 07 PM	39 000	16	MV Hit Sign/Sign Post	0	1	0	1	Daylight	2	Wet	No	SB	14	Failed To Maintain Equip/Vehicle
40	913187540	3/30/2010	Tuesday	7 26 PM	39 098	77	All other	0	1	0	1	Daylight	1	Dry	No	NB	02	Careless Driving

TABLE 429-1

SR 429 (Western Beltway) Spot Speed Study

Year 2010 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
41	714006630	8/8/2010	Sunday	10 35 AM	39 972	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	2	Wet	No	SB	02	Careless Driving
42	764077510	5/17/2010	Monday	11 37 PM	40 000	31	Overturned	0	1	0	4	Dark/Lights	1	Dry	No	WB	02	Careless Driving
43	108707130	7/11/2010	Sunday	12 41 AM	40 000	09	Collision with MV on Other Roadway	0	1	0	4	Dark/Lights	1	Dry	No	EB	02	Careless Driving

Notes

1 Crash information shown was obtained from the latest output from the FDOT CAR reporting system requested and obtained from FDOT at the time of this study

ACCIDENT TYPE (HARMFUL EVENT)

01	Collision with MV in Transport (Rear End)	12	27.9%
02	Collision with MV in Transport (Head On)	0	0.0%
03	Collision with MV in Transport (Angle)	2	4.7%
04	Collision with MV in Transport, Same Direc	1	2.3%
05	Collision with MV in Transport, Opposite D	0	0.0%
06	Collision with MV in Transport (Sideswipe)	4	9.3%
07	Collision with MV in Transport (Backed Into	1	2.3%
08	Collision with Parked Car	0	0.0%
09	Collision with MV on Other Roadway	2	4.7%
10	Collision with Pedestrian	0	0.0%
11	Collision with Bicycle	0	0.0%
12	Collision with Bicycle (Bike Lane)	0	0.0%
13	Collision with Moped	0	0.0%
14	Collision with Train	0	0.0%
15	Collision with Animal	0	0.0%
16	MV Hit Sign/Sign Post	1	2.3%
17	MV Hit Utility Pole/Light Pole	4	9.3%
18	MV Hit Guardrail / Cable Guardrail	8	18.6%
19	MV Hit Fence	0	0.0%
20	MV Hit Concrete Barrier Wall	0	0.0%
21	MV Hit Bridge / Pier / Abutment / Rail	0	0.0%
22	MV Hit Tree / Shrubbery	1	2.3%
23	Collision with Construction Barricade Sign	0	0.0%
24	Collision with Traffic Gate	0	0.0%
25	Collision with Crash Attenuators	0	0.0%
26	Collision with Fixed Object Above Road	0	0.0%
27	MV Hit Other Fixed Object	0	0.0%
28	Collision With Moveable Object On Road	0	0.0%
29	MV Ran Into Ditch / Culvert	0	0.0%
30	Ran Off Road / Into Water	0	0.0%
31	Overturned	4	9.3%
32	Occupant Fell From Vehicle	0	0.0%
33	Tractor/Trailer Jackknifed	0	0.0%
34	Fire	0	0.0%
35	Explosion	0	0.0%
36	Downhill Runaway	0	0.0%
37	Cargo Loss or Shift	0	0.0%
38	Separation Of Units	0	0.0%
39	Median Crossover	0	0.0%
77	All other	2	4.7%
88	Unknown	1	2.3%
	TOTAL	43	100%

ACCIDENT PRIMARY CONTRIBUTING CAUSE

01	No Improper Driving / Action	2	4.7%
02	Careless Driving	28	65.1%
03	Failed to Yield Right-of-Way	1	2.3%
04	Improper Backing	2	4.7%
05	Improper Lane Change	3	7.0%
06	Improper Turn	0	0.0%
07	Alcohol - Under Influence	1	2.3%
08	Drugs - Under Influence	0	0.0%
09	Alcohol & Drugs - Under Influence	0	0.0%
10	Followed Too Closely	1	2.3%
11	Disregarded Traffic Signal	0	0.0%
12	Exceeded Safe Speed Limit	0	0.0%
13	Disregarded Stop Sign	0	0.0%
14	Failed To Maintain Equip/Vehicle	1	2.3%
15	Improper Passing	0	0.0%
16	Drove Left of Center	0	0.0%
17	Exceeded State Speed Limit	0	0.0%
18	Obstructing Traffic	0	0.0%
19	Improper Load	0	0.0%
20	Disregarded Traffic Control	0	0.0%
21	Driving Wrong/Side Way	0	0.0%
22	Fleeing Police	1	2.3%
23	Vehicle Modified	0	0.0%
24	Driver Distraction	0	0.0%
77	All Other	2	4.7%
88	Unknown	1	2.3%
	TOTAL	43	100%

Lighting Conditions

1	Daylight	25	0.0%	58.1%
2	Dusk	2	0.0%	4.7%
3	Dawn	2	0.0%	4.7%
4	Dark/Lights	11	0.0%	25.6%
5	Dark/No Lights	3	0.0%	7.0%
6	Dark Unknown	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
	TOTAL	43	0%	100%

Road Surface Conditions

1	Dry	33	0.0%	76.7%
2	Wet	9	0.0%	20.9%
3	Slippery	1	0.0%	2.3%
4	Icy	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
	TOTAL	43	0%	100%

TABLE 429-2

SR 429 (Western Beltway) Spot Speed Study

Year 2011 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
1	819775240	2/14/2011	Monday	6 52 PM	0 000	88	Unknown	0	1	0	1	Daylight	1	Dry	No	- NA -	88	Unknown
2	820407780	3/4/2011	Friday	9 40 AM	0 000	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
3	819977640	10/8/2011	Saturday	3 30 AM	0 459	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	2	Wet	No	NB	02	Careless Driving
4	820408710	3/13/2011	Sunday	12 15 PM	0 534	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	NB	02	Careless Driving
5	819583590	6/9/2011	Thursday	11 01 AM	18 087	31	Overturned	0	1	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
6	819775370	3/23/2011	Wednesday	3 22 PM	20 160	77	All other	0	1	0	1	Daylight	1	Dry	No	NB	01	No Improper Driving / Action
7	820404830	8/9/2011	Tuesday	10 22 AM	20 490	88	Unknown	0	0	1	1	Daylight	2	Wet	No	- NA -	88	Unknown
8	820239670	8/3/2011	Wednesday	2 43 PM	21 569	77	All other	0	0	1	1	Daylight	2	Wet	No	NB	12	Exceeded Safe Speed Limit
9	819977480	4/18/2011	Monday	8 33 AM	22 043	03	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	1	Dry	No	SB	77	All Other
10	819583600	6/13/2011	Monday	7 28 PM	23 088	31	Overturned	0	1	0	2	Dusk	1	Dry	No	NB	01	No Improper Driving / Action
11	820239390	3/2/2011	Wednesday	4 00 AM	24 083	01	Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
12	819564160	5/13/2011	Friday	5 10 PM	26 140	09	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	SB	77	All Other
13	820919230	12/11/2011	Sunday	2:31 PM	26 140	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	SB	02	Careless Driving
14	819775490	5/13/2011	Friday	2:21 PM	26 775	18	MV Hit Guardrail / Cable Guardrail	0	2	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
15	820408890	8/7/2011	Sunday	11 35 AM	26 799	01	Collision with MV in Transport (Rear End)	0	3	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
16	819588130	1/16/2011	Sunday	10 15 AM	26 867	01	Collision with MV in Transport (Rear End)	0	3	0	1	Daylight	1	Dry	No	SB	02	Careless Driving
17	819775290	2/25/2011	Friday	7 07 PM	26 876	01	Collision with MV in Transport (Rear End)	0	2	0	4	Dark/Lights	1	Dry	No	SB	02	Careless Driving
18	819915770	9/21/2011	Wednesday	8 37 PM	27 469	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	1	Dry	No	NB	77	All Other
19	819915830	11/28/2011	Monday	8 20 PM	27 969	01	Collision with MV in Transport (Rear End)	0	2	0	4	Dark/Lights	2	Wet	No	NB	77	All Other
20	820407840	3/20/2011	Sunday	12 45 PM	28 159	17	MV Hit Utility Pole/Light Pole	0	3	0	1	Daylight	1	Dry	No	SB	02	Careless Driving
21	819775180	1/14/2011	Friday	6 19 PM	28 377	01	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	1	Dry	No	SB	02	Careless Driving
22	819775380	3/26/2011	Saturday	2 17 PM	28 469	01	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	04	Improper Backing
23	820597620	5/2/2011	Monday	3 04 PM	29 057	09	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	SB	01	No Improper Driving / Action
24	819977650	10/8/2011	Saturday	10 15 PM	29 470	18	MV Hit Guardrail / Cable Guardrail	0	2	0	4	Dark/Lights	2	Wet	No	SB	02	Careless Driving
25	820241060	7/14/2011	Thursday	8 50 AM	29 518	77	All other	0	0	1	1	Daylight	1	Dry	No	SB	01	No Improper Driving / Action
26	820597630	5/2/2011	Monday	9 13 PM	29 621	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
27	828551390	11/28/2011	Monday	12 28 AM	30 163	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	1	Dry	No	NB	77	All Other
28	819914420	5/16/2011	Monday	8 30 AM	30 984	77	All other	0	0	1	1	Daylight	1	Dry	No	NB	01	No Improper Driving / Action
29	820240540	11/4/2011	Friday	2 10 PM	31 129	88	Unknown	0	1	0	1	Daylight	1	Dry	No	- NA -	88	Unknown
30	828237980	10/22/2011	Saturday	2 30 AM	31 242	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
31	820864170	6/1/2011	Wednesday	9 03 AM	31 280	88	Unknown	0	0	1	1	Daylight	1	Dry	No	SB	77	All Other
32	820023140	1/6/2011	Thursday	7 15 AM	31 332	28	Collision With Moveable Object On Road	0	1	0	1	Daylight	2	Wet	No	SB	01	No Improper Driving / Action
33	820241140	9/29/2011	Thursday	1 09 PM	31 432	01	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	77	All Other
34	820599050	2/19/2011	Saturday	10 50 PM	31 435	18	MV Hit Guardrail / Cable Guardrail	0	1	0	4	Dark/Lights	1	Dry	No	SB	01	No Improper Driving / Action
35	820240670	12/28/2011	Wednesday	3 15 PM	32 185	09	Collision with MV on Other Roadway	0	3	0	1	Daylight	1	Dry	No	NB	77	All Other
36	822739360	8/31/2011	Wednesday	10 00 PM	32 759	88	Unknown	0	0	1	5	Dark/No Lights	1	Dry	No	- NA -	88	Unknown
37	820866280	4/21/2011	Thursday	10 50 PM	34 175	31	Overturned	0	1	0	4	Dark/Lights	1	Dry	No	SB	77	All Other
38	819896830	1/29/2011	Saturday	5 30 AM	34 183	20	MV Hit Concrete Barrier Wall	0	1	0	4	Dark/Lights	1	Dry	No	SB	02	Careless Driving
39	822394390	7/13/2011	Wednesday	11 05 PM	34 683	01	Collision with MV in Transport (Rear End)	0	1	0	5	Dark/No Lights	1	Dry	No	SB	02	Careless Driving
40	820670700	3/5/2011	Saturday	4 20 AM	34 750	18	MV Hit Guardrail / Cable Guardrail	0	0	1	4	Dark/Lights	1	Dry	No	NB	02	Careless Driving

TABLE 429-2

SR 429 (Western Beltway) Spot Speed Study

Year 2011 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
41	820692080	7/23/2011	Saturday	5:00 PM	34.766	01	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	2	Wet	No	NB	02	Careless Driving
42	116894220	5/3/2011	Tuesday	8:32 AM	36.234	09	Collision with MV on Other Roadway	0	1	0	1	Daylight	1	Dry	No	NB	77	All Other
43	809844820	11/15/2011	Tuesday	2:39 PM	36.560	09	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	NB	01	No Improper Driving / Action

Notes

1 Crash information shown was obtained from the latest output from the FDOT CAR reporting system requested and obtained from FDOT at the time of this study

ACCIDENT TYPE (HARMFUL EVENT)

01	Collision with MV in Transport (Rear End)	10	23.3%
02	Collision with MV in Transport (Head On)	0	0.0%
03	Collision with MV in Transport (Angle)	1	2.3%
04	Collision with MV in Transport, Same Direc	0	0.0%
05	Collision with MV in Transport, Opposite D	0	0.0%
06	Collision with MV in Transport (Sideswipe)	0	0.0%
07	Collision with MV in Transport (Backed Int	0	0.0%
08	Collision with Parked Car	0	0.0%
09	Collision with MV on Other Roadway	5	11.6%
10	Collision with Pedestrian	0	0.0%
11	Collision with Bicycle	0	0.0%
12	Collision with Bicycle (Bike Lane)	0	0.0%
13	Collision with Moped	0	0.0%
14	Collision with Train	0	0.0%
15	Collision with Animal	0	0.0%
16	MV Hit Sign/Sign Post	0	0.0%
17	MV Hit Utility Pole/Light Pole	1	2.3%
18	MV Hit Guardrail / Cable Guardrail	10	23.3%
19	MV Hit Fence	0	0.0%
20	MV Hit Concrete Barrier Wall	1	2.3%
21	MV Hit Bridge / Pier / Abutment / Rail	0	0.0%
22	MV Hit Tree / Shrubbery	0	0.0%
23	Collision with Construction Barricade Sign	0	0.0%
24	Collision with Traffic Gate	0	0.0%
25	Collision with Crash Attenuators	0	0.0%
26	Collision with Fixed Object Above Road	0	0.0%
27	MV Hit Other Fixed Object	0	0.0%
28	Collision With Moveable Object On Road	1	2.3%
29	MV Ran Into Ditch / Culvert	0	0.0%
30	Ran Off Road / Into Water	0	0.0%
31	Overturned	3	7.0%
32	Occupant Fell From Vehicle	0	0.0%
33	Tractor/Trailer Jackknifed	0	0.0%
34	Fire	0	0.0%
35	Explosion	0	0.0%
36	Downhill Runaway	0	0.0%
37	Cargo Loss or Shift	0	0.0%
38	Separation Of Units	0	0.0%
39	Median Crossover	0	0.0%
77	All other	4	9.3%
88	Unknown	7	16.3%
	TOTAL	43	100%

ACCIDENT PRIMARY CONTRIBUTING CAUSE

01	No Improper Driving / Action	8	18.6%
02	Careless Driving	17	39.5%
03	Failed to Yield Right-of-Way	0	0.0%
04	Improper Backing	1	2.3%
05	Improper Lane Change	0	0.0%
06	Improper Turn	0	0.0%
07	Alcohol - Under Influence	0	0.0%
08	Drugs - Under Influence	0	0.0%
09	Alcohol & Drugs - Under Influence	0	0.0%
10	Followed Too Closely	0	0.0%
11	Disregarded Traffic Signal	0	0.0%
12	Exceeded Safe Speed Limit	1	2.3%
13	Disregarded Stop Sign	0	0.0%
14	Failed To Maintain Equip/Vehicle	0	0.0%
15	Improper Passing	0	0.0%
16	Drove Left of Center	0	0.0%
17	Exceeded State Speed Limit	0	0.0%
18	Obstructing Traffic	0	0.0%
19	Improper Load	0	0.0%
20	Disregarded Traffic Control	0	0.0%
21	Driving Wrong/Side Way	0	0.0%
22	Fleeing Police	0	0.0%
23	Vehicle Modified	0	0.0%
24	Driver Distraction	0	0.0%
77	All Other	10	23.3%
88	Unknown	6	14.0%
	TOTAL	43	100%

Lighting Conditions

1	Daylight	27	0.0%	62.8%
2	Dusk	1	0.0%	2.3%
3	Dawn	0	0.0%	0.0%
4	Dark/Lights	13	0.0%	30.2%
5	Dark/No Lights	2	0.0%	4.7%
6	Dark Unknown	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
	TOTAL	43	0%	100%

Road Surface Conditions

1	Dry	36	0.0%	83.7%
2	Wet	7	0.0%	16.3%
3	Slippery	0	0.0%	0.0%
4	Icy	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
	TOTAL	43	0%	100%

TABLE 429-3

SR 429 (Western Beltway) Spot Speed Study

Year 2012 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
1	819913930	6/14/2012	Thursday	5 07 PM	0 000	01	Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	2	Wet	No	SB	02	Careless Driving
2	829063200	7/17/2012	Tuesday	3 30 PM	0 000	03	Collision with MV in Transport (Angle)	0	2	0	1	Daylight	2	Wet	No	EB	03	Failed to Yield Right-of-Way
3	831696050	7/31/2012	Tuesday	11 16 AM	0 000	07	Collision with MV in Transport (Backed Into)	0	0	1	1	Daylight	1	Dry	No	SB	04	Improper Backing
4	821599000	9/4/2012	Tuesday	7 25 AM	0 000	03	Collision with MV in Transport (Angle)	0	3	0	1	Daylight	1	Dry	No	EB	03	Failed to Yield Right-of-Way
5	820408110	12/7/2012	Friday	8 45 AM	0 043	09	Collision with MV on Other Roadway	0	1	0	1	Daylight	1	Dry	No	SB	77	All Other
6	828986810	7/3/2012	Tuesday	1 39 PM	0 095	27	MV Hit Other Fixed Object	0	0	1	1	Daylight	1	Dry	No	SB	02	Careless Driving
7	820408440	9/10/2012	Monday	10 40 AM	0 160	01	Collision with MV in Transport (Rear End)	0	2	0	1	Daylight	1	Dry	No	SB	02	Careless Driving
8	831696480	10/25/2012	Thursday	6 10 AM	0 259	09	Collision with MV on Other Roadway	0	0	1	1	Daylight	2	Wet	No	SB	02	Careless Driving
9	828833430	2/15/2012	Wednesday	1 49 PM	0 262	01	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	SB	10	Followed Too Closely
10	122455150	6/13/2012	Wednesday	4 03 PM	0 270	01	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	WB	77	All Other
11	820240010	3/6/2012	Tuesday	5 43 PM	0 274	01	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	SB	02	Careless Driving
12	828720580	2/4/2012	Saturday	9 37 PM	0 482	01	Collision with MV in Transport (Rear End)	0	1	0	4	Dark/Lights	1	Dry	Yes	NB	02	Careless Driving
13	832068970	10/7/2012	Sunday	1 20 PM	0 622	01	Collision with MV in Transport (Rear End)	0	0	1	5	Dark/No Lights	1	Dry	No	SB	02	Careless Driving
14	819625230	12/13/2012	Thursday	4 11 PM	19 000	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	SB	77	All Other
15	819782910	12/21/2012	Friday	5 49 AM	20 069	31	Overturned	0	1	0	5	Dark/No Lights	1	Dry	No	NB	02	Careless Driving
16	820919650	10/19/2012	Friday	7 35 PM	21 079	01	Collision with MV in Transport (Rear End)	0	1	0	2	Dusk	1	Dry	No	NB	02	Careless Driving
17	828208090	1/16/2012	Monday	2 55 PM	21 428	77	All other	0	0	1	1	Daylight	1	Dry	No	NB	77	All Other
18	822759560	10/16/2012	Tuesday	1 25 PM	22 356	09	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	NB	01	No Improper Driving / Action
19	819977820	12/12/2012	Wednesday	8 00 AM	22 543	31	Overturned	0	2	0	1	Daylight	2	Wet	No	SB	01	No Improper Driving / Action
20	819707610	3/4/2012	Sunday	6 11 AM	23 088	88	Unknown	0	0	1	5	Dark/No Lights	1	Dry	No	- NA -	88	Unknown
21	822421500	6/30/2012	Saturday	5 50 PM	23 090	29	MV Ran Into Ditch / Culvert	0	2	0	1	Daylight	1	Dry	No	NB	77	All Other
22	819707600	3/3/2012	Saturday	12 25 PM	24 044	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
23	820919680	11/9/2012	Friday	4 42 PM	24 083	01	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	1	Dry	No	NB	04	Improper Backing
24	822504570	9/29/2012	Saturday	5 00 AM	25 202	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
25	820919560	7/20/2012	Friday	9 58 PM	26 140	18	MV Hit Guardrail / Cable Guardrail	0	0	1	5	Dark/No Lights	1	Dry	No	NB	02	Careless Driving
26	820409150	5/12/2012	Saturday	6 35 AM	26 377	18	MV Hit Guardrail / Cable Guardrail	0	0	1	1	Daylight	1	Dry	No	SB	02	Careless Driving
27	828208450	6/15/2012	Friday	2 37 PM	26 488	88	Unknown	0	0	1	1	Daylight	1	Dry	No	- NA -	88	Unknown
28	822504450	7/1/2012	Sunday	1 15 PM	26 569	17	MV Hit Utility Pole/Light Pole	0	0	1	1	Daylight	1	Dry	No	SB	02	Careless Driving
29	819584230	1/10/2012	Tuesday	6 40 AM	26 857	20	MV Hit Concrete Barrier Wall	0	1	0	1	Daylight	1	Dry	No	SB	02	Careless Driving
30	828187740	4/19/2012	Thursday	2 55 PM	26 867	77	All other	0	0	1	1	Daylight	2	Wet	No	SB	02	Careless Driving
31	820239970	2/9/2012	Thursday	6 15 PM	26 969	01	Collision with MV in Transport (Rear End)	0	0	1	2	Dusk	1	Dry	No	SB	02	Careless Driving
32	820919330	1/23/2012	Monday	3 57 PM	27 065	17	MV Hit Utility Pole/Light Pole	0	0	1	1	Daylight	1	Dry	No	NB	02	Careless Driving
33	820238400	6/2/2012	Saturday	1 32 AM	27 377	18	MV Hit Guardrail / Cable Guardrail	0	0	1	4	Dark/Lights	2	Wet	No	SB	02	Careless Driving
34	820408080	1/21/2012	Saturday	11 00 AM	27 469	77	All other	0	1	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
35	820408120	2/28/2012	Tuesday	11 05 AM	27 589	31	Overturned	0	3	0	1	Daylight	1	Dry	No	SB	02	Careless Driving
36	831789330	8/8/2012	Wednesday	6 23 PM	28 400	09	Collision with MV on Other Roadway	0	5	0	1	Daylight	2	Wet	No	SB	02	Careless Driving
37	832618230	12/19/2012	Wednesday	5 10 AM	28 877	28	Collision With Moveable Object On Road	0	0	1	4	Dark/Lights	1	Dry	No	NB	01	No Improper Driving / Action
38	832618220	12/19/2012	Wednesday	5 20 AM	28 877	28	Collision With Moveable Object On Road	0	0	1	4	Dark/Lights	1	Dry	No	NB	01	No Improper Driving / Action
39	832448470	12/15/2012	Saturday	2 59 PM	29 134	17	MV Hit Utility Pole/Light Pole	0	0	1	1	Daylight	1	Dry	No	SB	02	Careless Driving
40	831787260	9/21/2012	Friday	5 51 PM	29 282	09	Collision with MV on Other Roadway	0	1	0	4	Dark/Lights	1	Dry	No	SB	02	Careless Driving

TABLE 429-3

SR 429 (Western Beltway) Spot Speed Study

Year 2012 Accident / Collision Summary Sheet - Long Form Only

No.	Report ID	Date	Day	Time	Mile Point	Accident Type (Harmful Event)		Fatalities	Injuries	Property Damage Only	Lighting Conditions		Road Surface Conditions		Alcohol Drugs Involved	Travel Direction	Primary Contributing Cause (at fault vehicle)	
41	828409550	2/1/2012	Wednesday	8 11 PM	29 527	88	Unknown	0	0	1	4	Dark/Lights	1	Dry	No	- NA -	88	Unknown
42	828581190	1/12/2012	Thursday	11 32 AM	29 932	09	Collision with MV on Other Roadway	0	0	1	1	Daylight	1	Dry	No	NB	77	All Other
43	820408230	6/6/2012	Wednesday	10 10 PM	30 204	09	Collision with MV on Other Roadway	0	1	0	4	Dark/Lights	2	Wet	No	NB	02	Careless Driving
44	828409880	6/9/2012	Saturday	4 28 PM	31 091	88	Unknown	0	1	0	1	Daylight	2	Wet	No	- NA -	88	Unknown
45	828483000	8/1/2012	Wednesday	9 51 AM	31 561	18	MV Hit Guardrail / Cable Guardrail	0	1	0	1	Daylight	1	Dry	No	SB	02	Careless Driving
46	832287340	11/11/2012	Sunday	6 04 PM	32 706	88	Unknown	0	3	0	5	Dark/No Lights	1	Dry	No	- NA -	88	Unknown
47	822604490	2/13/2012	Monday	2 32 PM	34 183	77	All other	0	2	0	1	Daylight	1	Dry	No	NB	01	No Improper Driving / Action
48	820617310	3/14/2012	Wednesday	3 30 PM	34 683	01	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
49	831546770	6/13/2012	Wednesday	11 36 PM	35 266	20	MV Hit Concrete Barrier Wall	0	1	0	4	Dark/Lights	2	Wet	No	NB	02	Careless Driving
50	809846570	5/7/2012	Monday	3 49 PM	36 084	03	Collision with MV in Transport (Angle)	0	1	0	1	Daylight	2	Wet	No	NB	01	No Improper Driving / Action
51	835584180	8/15/2012	Wednesday	9 29 PM	36 160	77	All other	0	2	0	4	Dark/Lights	2	Wet	No	SB	12	Exceeded Safe Speed Limit
52	835582260	7/18/2012	Wednesday	3 01 AM	36 179	01	Collision with MV in Transport (Rear End)	0	0	1	4	Dark/Lights	2	Wet	No	NB	77	All Other
53	828722330	11/9/2012	Friday	3 10 AM	38 232	17	MV Hit Utility Pole/Light Pole	0	0	1	4	Dark/Lights	1	Dry	No	EB	77	All Other
54	835582500	8/7/2012	Tuesday	5 30 PM	39 075	01	Collision with MV in Transport (Rear End)	0	1	0	1	Daylight	1	Dry	No	NB	02	Careless Driving
55	835586200	12/13/2012	Thursday	8 29 AM	39 995	01	Collision with MV in Transport (Rear End)	0	0	1	1	Daylight	2	Wet	No	SB	02	Careless Driving
56	122452970	5/28/2012	Monday	7 30 PM	40 000	77	All other	0	1	0	1	Daylight	2	Wet	No	SB	77	All Other

Notes

1 Crash information shown was obtained from the latest output from the FDOT CAR reporting system requested and obtained from FDOT at the time of this study

ACCIDENT TYPE (HARMFUL EVENT)

01	Collision with MV in Transport (Rear End)	14	25.0%
02	Collision with MV in Transport (Head On)	0	0.0%
03	Collision with MV in Transport (Angle)	3	5.4%
04	Collision with MV in Transport, Same Direc	0	0.0%
05	Collision with MV in Transport, Opposite D	0	0.0%
06	Collision with MV in Transport (Sideswipe)	0	0.0%
07	Collision with MV in Transport (Backed Into	1	1.8%
08	Collision with Parked Car	0	0.0%
09	Collision with MV on Other Roadway	7	12.5%
10	Collision with Pedestrian	0	0.0%
11	Collision with Bicycle	0	0.0%
12	Collision with Bicycle (Bike Lane)	0	0.0%
13	Collision with Moped	0	0.0%
14	Collision with Train	0	0.0%
15	Collision with Animal	0	0.0%
16	MV Hit Sign/Sign Post	0	0.0%
17	MV Hit Utility Pole/Light Pole	4	7.1%
18	MV Hit Guardrail / Cable Guardrail	5	8.9%
19	MV Hit Fence	0	0.0%
20	MV Hit Concrete Barrier Wall	2	3.6%
21	MV Hit Bridge / Pier / Abutment / Rail	0	0.0%
22	MV Hit Tree / Shrubbery	0	0.0%
23	Collision with Construction Barricade Sign	0	0.0%
24	Collision with Traffic Gate	0	0.0%
25	Collision with Crash Attenuators	0	0.0%
26	Collision with Fixed Object Above Road	0	0.0%
27	MV Hit Other Fixed Object	1	1.8%
28	Collision With Moveable Object On Road	2	3.6%
29	MV Ran Into Ditch / Culvert	1	1.8%
30	Ran Off Road / Into Water	0	0.0%
31	Overturned	3	5.4%
32	Occupant Fell From Vehicle	0	0.0%
33	Tractor/Trailer Jackknifed	0	0.0%
34	Fire	0	0.0%
35	Explosion	0	0.0%
36	Downhill Runaway	0	0.0%
37	Cargo Loss or Shift	0	0.0%
38	Separation Of Units	0	0.0%
39	Median Crossover	0	0.0%
77	All other	6	10.7%
88	Unknown	7	12.5%
	TOTAL	**56**	**100%**

ACCIDENT PRIMARY CONTRIBUTING CAUSE

01	No Improper Driving / Action	6	10.7%
02	Careless Driving	28	50.0%
03	Failed to Yield Right-of-Way	2	3.6%
04	Improper Backing	2	3.6%
05	Improper Lane Change	0	0.0%
06	Improper Turn	0	0.0%
07	Alcohol - Under Influence	0	0.0%
08	Drugs - Under Influence	0	0.0%
09	Alcohol & Drugs - Under Influence	0	0.0%
10	Followed Too Closely	1	1.8%
11	Disregarded Traffic Signal	0	0.0%
12	Exceeded Safe Speed Limit	1	1.8%
13	Disregarded Stop Sign	0	0.0%
14	Failed To Maintain Equip/Vehicle	0	0.0%
15	Improper Passing	0	0.0%
16	Drove Left of Center	0	0.0%
17	Exceeded State Speed Limit	0	0.0%
18	Obstructing Traffic	0	0.0%
19	Improper Load	0	0.0%
20	Disregarded Traffic Control	0	0.0%
21	Driving Wrong/Side Way	0	0.0%
22	Fleeing Police	0	0.0%
23	Vehicle Modified	0	0.0%
24	Driver Distraction	0	0.0%
77	All Other	9	16.1%
88	Unknown	7	12.5%
	TOTAL	**56**	**100%**

Lighting Conditions

1	Daylight	37	0.0%	66.1%
2	Dusk	2	0.0%	3.6%
3	Dawn	0	0.0%	0.0%
4	Dark/Lights	12	0.0%	21.4%
5	Dark/No Lights	5	0.0%	8.9%
6	Dark Unknown	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
TOTAL		**56**	**0%**	**100%**

Road Surface Conditions

1	Dry	41	0.0%	73.2%
2	Wet	15	0.0%	26.8%
3	Slippery	0	0.0%	0.0%
4	Icy	0	0.0%	0.0%
88	Unknown	0	0.0%	0.0%
TOTAL		**56**	**0%**	**100%**

APPENDIX C

SPOT SPEED STUDY DATA COLLECTION

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 429 SECTION: Sensor 10.9

LOCATION: Seidel Rd to New Indy City: Orlando MP: 11.000

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	0			
	0	88	0			
	0	87	0			
	0	86	0			
	0	85	0			
	0	84	0			
369	2	83	2	415	4	784
367	1	82	1	413	2	780
366	5	81	2	412	7	778
361	3	80	4	410	7	771
358	8	79	7	406	15	764
350	7	78	9	399	16	749
343	14	77	8	390	22	733
329	12	76	14	382	26	711
317	11	75	23	368	34	685
306	11	74	15	345	26	651
295	23	73	20	330	43	625
272	22	72	24	310	46	582
250	16	71	27	286	43	536
234	26	70	38	259	64	493
208	22	69	26	221	48	429
186	25	68	34	195	59	381
161	22	67	30	161	52	322
139	18	66	24	131	42	270
121	23	65	29	107	52	228
98	20	64	18	78	38	176
78	13	63	12	60	25	138
65	23	62	11	48	34	113
42	17	61	11	37	28	79
25	9	60	7	26	16	51
16	6	59	8	19	14	35
10	3	58	5	11	8	21
7	2	57	3	6	5	13
5	2	56	3	3	5	8
3	2	55			2	3
		54				
1	1	53			1	1
		52				
		51				
		50				
	369	TOTALS	415		784	

Southbound	Speed Data Summary	Northbound		BOTH
74.7	85th Percentile Speed (mph)	74.3		74.5
67.9	50th Percentile Speed (mph)	68.5		68.2
64-73	10 mph PACE	64-73		64-73

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 429 SECTION: Sensor 16.1

LOCATION: Indy to CR 535 City: Orlando MP: 16.000

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	0			
	0	88	0			
	0	87	0			
	0	86	0			
427	1	85	2	414	3	841
426	2	84	1	412	3	838
424	5	83	1	411	6	835
	0	82	0			
419	11	81	3	410	14	829
408	2	80	1	407	3	815
406	10	79	6	406	16	812
396	15	78	7	400	22	796
381	15	77	8	393	23	774
366	16	76	13	385	29	751
350	24	75	16	372	40	722
326	27	74	25	356	52	682
299	35	73	26	331	61	630
264	41	72	24	305	65	569
223	28	71	22	281	50	504
195	23	70	25	259	48	454
172	29	69	27	234	56	406
143	18	68	31	207	49	350
125	22	67	24	176	46	301
103	21	66	20	152	41	255
82	27	65	20	132	47	214
55	16	64	30	112	46	167
39	11	63	18	82	29	121
28	10	62	18	64	28	92
18	7	61	14	46	21	64
11	2	60	7	32	9	43
9	4	59	7	25	11	34
5	1	58	8	18	9	23
4	2	57	5	10	7	14
2	2	56	2	5	4	7
		55	2	3	2	3
		54	1	1	1	1
		53				
		52				
		51				
		50				
	427	TOTALS	414		841	

Southbound	Speed Data Summary	Northbound		BOTH
75.8	85th Percentile Speed (mph)	73.8		74.8
70.7	50th Percentile Speed (mph)	68.0		69.3
65-74	10 mph PACE	64-73		65-74

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 429 SECTION: Sensor 20.4 & 20.7

LOCATION: CR 535 - Tpke/SR50 City: Orlando MP: 20.500

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	0			
	0	88	0			
	0	87	0			
	0	86	0			
	0	85	0			
	0	84	0			
404	1	83	0		1	793
	0	82	0			
403	6	81	0		6	792
397	4	80	3	389	7	786
393	6	79			6	779
387	11	78	3	386	14	773
376	9	77	5	383	14	759
367	16	76	4	378	20	745
351	24	75	8	374	32	725
327	25	74	4	366	29	693
302	33	73	7	362	40	664
269	22	72	17	355	39	624
247	25	71	11	338	36	585
222	17	70	17	327	34	549
205	31	69	19	310	50	515
174	26	68	18	291	44	465
148	19	67	24	273	43	421
129	30	66	27	249	57	378
99	18	65	33	222	51	321
81	19	64	23	189	42	270
62	13	63	32	166	45	228
49	16	62	16	134	32	183
33	9	61	20	118	29	151
24	6	60	11	98	17	122
18	5	59	16	87	21	105
13	5	58	12	71	17	84
8	4	57	9	59	13	67
4	2	56	18	50	20	54
		55	5	32	5	34
2	2	54	10	27	12	29
		53	7	17	7	17
		52	4	10	4	10
		51	3	6	3	6
		50	3	3	3	3
	404	TOTALS	389		793	

Southbound	Speed Data Summary	Northbound		BOTH
74.7	85th Percentile Speed (mph)	70.3		73.3
68.9	50th Percentile Speed (mph)	64.2		66.4
66-75	10 mph PACE	61-70		63-72

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 429 SECTION: Sensor 24.7

LOCATION: Plant St to West Rd City: Orlando MP: 25.000

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	0			
	0	88	0			
398	1	87	2	458	3	856
397	4	86	0		4	853
393	2	85	1	456	3	849
391	3	84	1	455	4	846
388	6	83	4	454	10	842
382	8	82	7	450	15	832
374	9	81	8	443	17	817
365	16	80	13	435	29	800
349	12	79	11	422	23	771
337	14	78	10	411	24	748
323	26	77	21	401	47	724
297	24	76	16	380	40	677
273	28	75	29	364	57	637
245	36	74	26	335	62	580
209	21	73	43	309	64	518
188	21	72	32	266	53	454
167	25	71	32	234	57	401
142	26	70	27	202	53	344
116	17	69	20	175	37	291
99	14	68	20	155	34	254
85	18	67	26	135	44	220
67	18	66	21	109	39	176
49	9	65	21	88	30	137
40	13	64	18	67	31	107
27	10	63	16	49	26	76
17	6	62	9	33	15	50
11	4	61	9	24	13	35
7	3	60	3	15	6	22
4	2	59	4	12	6	16
		58	2	8	2	10
2	2	57	1	6	3	8
		56	5	5	5	5
		55				
		54				
		53				
		52				
		51				
		50				
	398	TOTALS	458		856	

Southbound	Speed Data Summary	Northbound		BOTH
78.1	85th Percentile Speed (mph)	76.4		77.2
72.5	50th Percentile Speed (mph)	70.8		71.5
69-78	10 mph PACE	66-75		68-77

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 429 SECTION: Sensor 29.6

LOCATION: CR 437A to SR 414 City: Orlando MP: 29.500

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0			
	0	89	3	608	3	1303
	0	88	2	605	2	1300
	0	87	1	603	1	1298
	0	86	2	602	2	1297
695	2	85	5	600	7	1295
693	1	84	8	595	9	1288
692	4	83	13	587	17	1279
688	4	82	13	574	17	1262
684	7	81	21	561	28	1245
677	7	80	32	540	39	1217
670	13	79	25	508	38	1178
657	17	78	30	483	47	1140
640	22	77	30	453	52	1093
618	26	76	36	423	62	1041
592	30	75	36	387	66	979
562	28	74	46	351	74	913
534	43	73	60	305	103	839
491	43	72	46	245	89	736
448	42	71	30	199	72	647
406	42	70	31	169	73	575
364	39	69	33	138	68	502
329	38	68	18	105	56	434
291	47	67	23	87	70	378
244	46	66	12	64	58	308
198	41	65	13	52	54	250
157	30	64	17	39	47	196
127	28	63	5	22	33	149
99	26	62	3	17	29	116
73	21	61	8	14	29	87
52	10	60	4	6	14	58
42	12	59	2	2	14	44
30	12	58			12	30
18	6	57			6	18
12	3	56			3	12
9	4	55			4	9
5	3	54			3	5
2	2	53			2	2
		52				
		51				
		50				
	695	TOTALS	608		1303	

Southbound	Speed Data Summary	Northbound		BOTH
75.0	85th Percentile Speed (mph)	79.3		77.3
68.5	50th Percentile Speed (mph)	73.0		71.1
64-73	10 mph PACE	69-78		67-76

FLORIDA DEPARTMENT OF TRANSPORTATION

VEHICLE SPOT SPEED STUDY

LOCATION ID: SR 451 (SB ONLY) SECTION: Sensor 31.4

LOCATION: US 441 to SR 414 City: Orlando MP: 31.500

SPEED LIMIT (MPH): 65 Weather: Sunny County: Orange

DATE: 10/08/13

OBSERVER: CER Time From: 1:00 PM To: 3:00 PM

REMARKS: Data Collected Based on OOCEA Wavetronic Sensors

Southbound		SPEED	Northbound		Both Directions	
Cumulative Total	TOTAL	MPH	TOTAL	Cumulative Total	TOTAL	CUM TOTAL
	0	90	0	0		
	0	89	0	0		
	0	88	0	0		
	0	87	0	0		
	0	86	0	0		
	0	85	0	0		
	0	84	0	0		
	0	83	0	0		
262	1	82	0	0	1	262
261	1	81	0	0	1	261
260	1	80	0	0	1	260
259	2	79	0	0	2	259
257	2	78	0	0	2	257
255	4	77	0	0	4	255
251	7	76	0	0	7	251
244	8	75	0	0	8	244
236	4	74	0	0	4	236
232	12	73	0	0	12	232
220	12	72	0	0	12	220
208	8	71	0	0	8	208
200	18	70	0	0	18	200
182	8	69	0	0	8	182
174	9	68	0	0	9	174
165	15	67	0	0	15	165
150	16	66	0	0	16	150
134	17	65	0	0	17	134
117	17	64	0	0	17	117
100	17	63	0	0	17	100
83	14	62	0	0	14	83
69	13	61	0	0	13	69
56	15	60	0	0	15	56
41	9	59	0	0	9	41
32	8	58	0	0	8	32
24	4	57	0	0	4	24
20	7	56	0	0	7	20
13	3	55	0	0	3	13
		54	0	0		
10	2	53	0	0	2	10
8	5	52	0	0	5	8
3	2	51	0	0	2	3
1	1	50	0	0	1	1
	262	TOTALS			262	

Southbound	Speed Data Summary	Northbound		BOTH
72.2	85th Percentile Speed (mph)			72.2
64.8	50th Percentile Speed (mph)			64.8
61-70	10 mph PACE			61-70

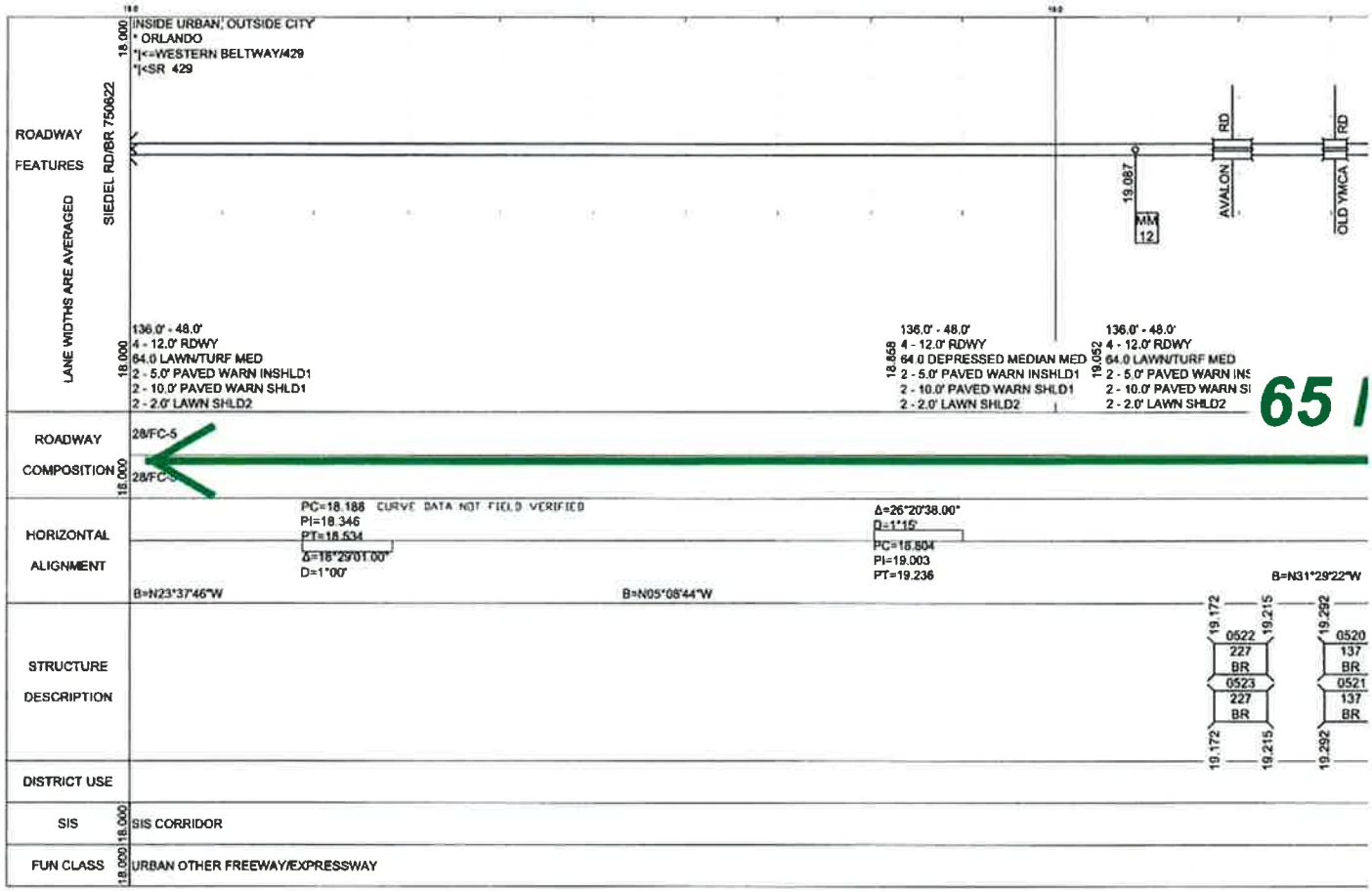
APPENDIX D

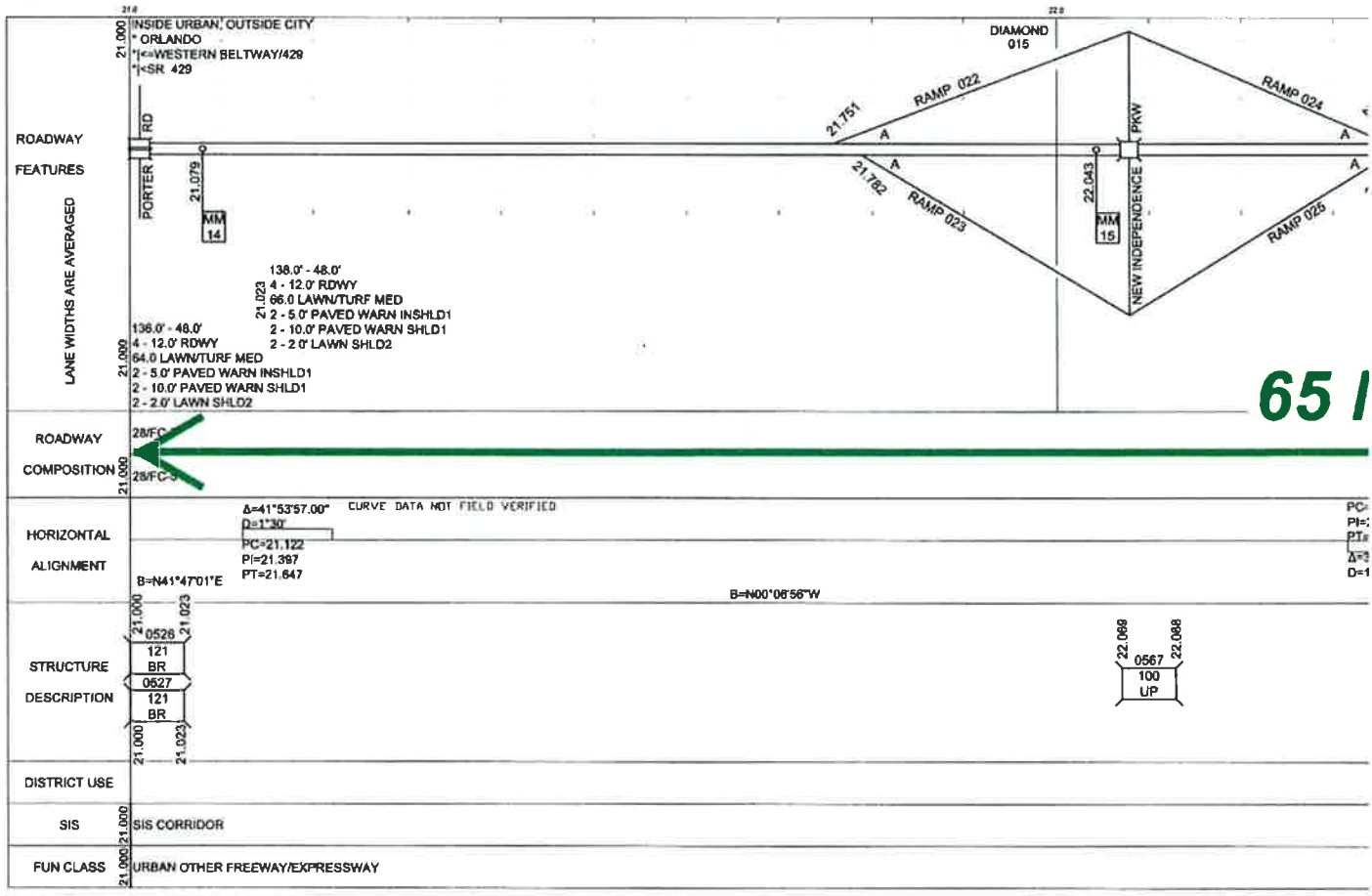
STRAIGHT LINE DIAGRAMS (SLDs)

	5 YR INV	SLD REV	INTERIM REVISIONS BMP	EMP	INV	SLD REV
DATE	07/29/2011	08/24/2011	018.000	040.000	08/23/2012 MR	09/11/2012 MR
BY	Elizabeth Nelson	URS				

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM OF

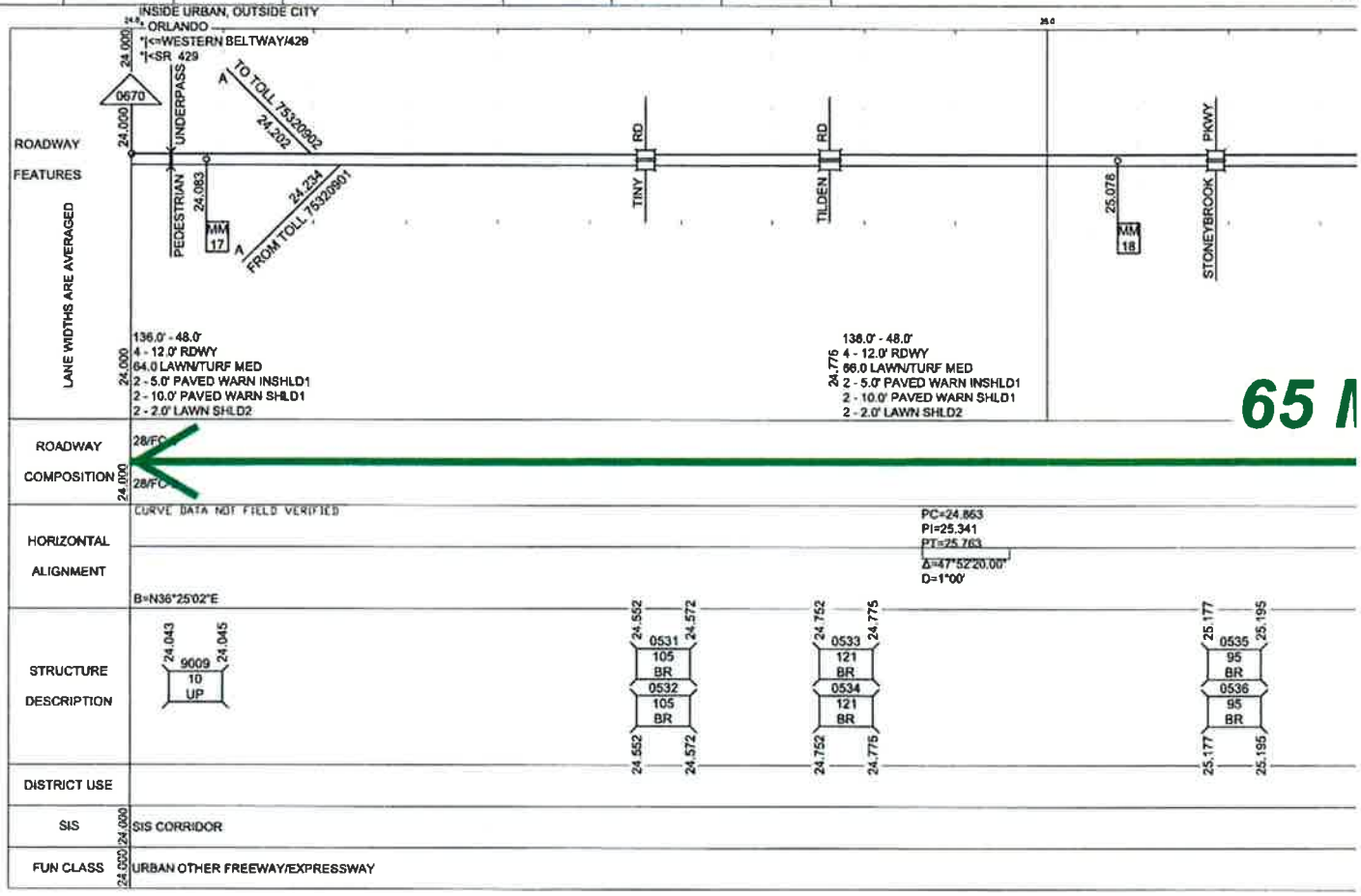


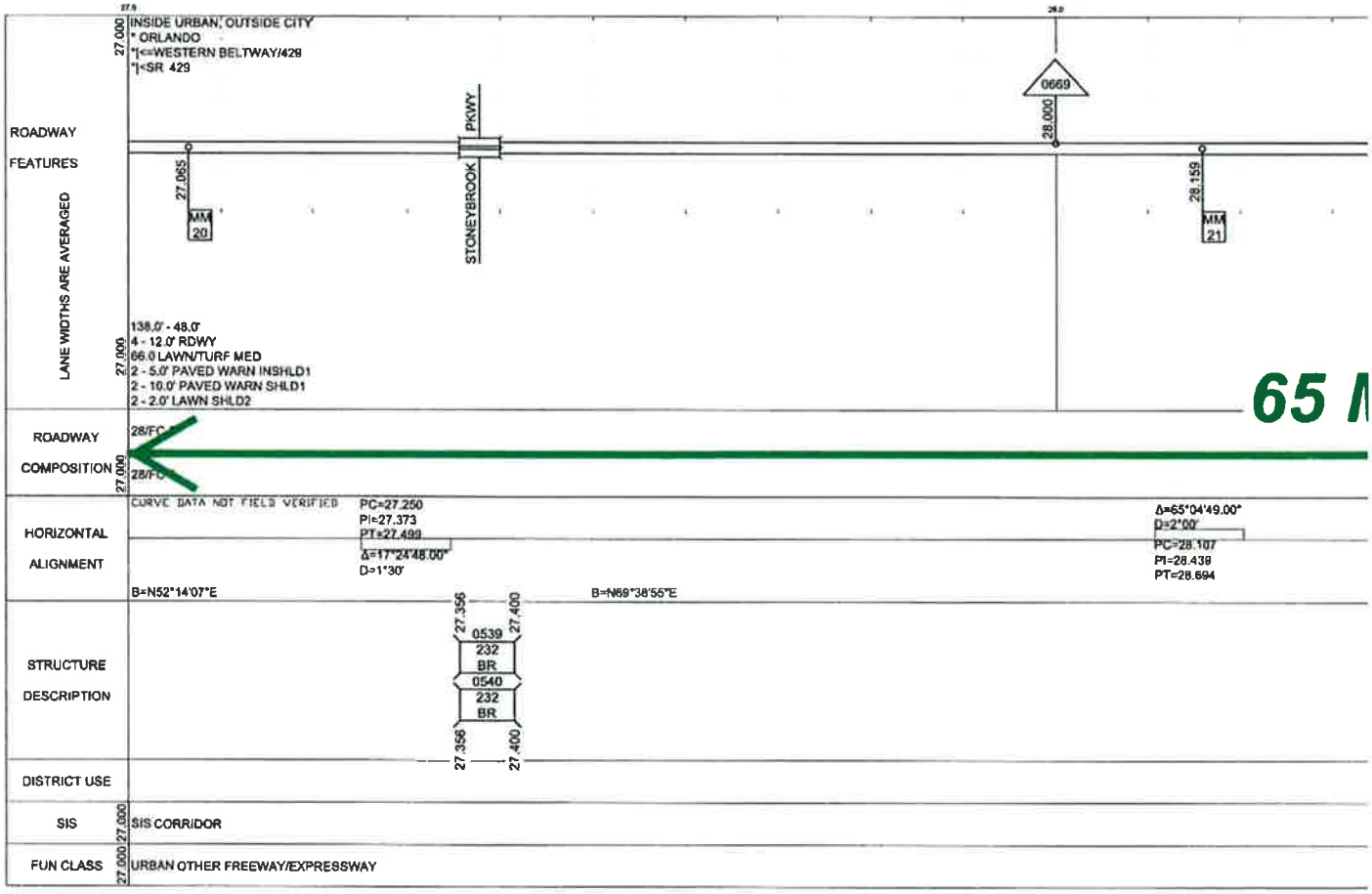


Created at: 09/06/2012 07:57

	5 YR INV	SLD REV	BMP	EMP	INTERIM REVISIONS INV	SLD REV
DATE	07/29/2011	08/24/2011	018.000	040.000	08/23/2012 MR	09/11/2012 MR
BY	Elizabeth Nelson	URS				

FLORIDA DEPARTMENT OF TRANSPORTATION
STRAIGHT LINE DIAGRAM OF





Created at: 09/06/2012 07:57

	5 YR INV	SLD REV	BMP	INTERIM REVISIONS EMP	INV	SLD REV
DATE	07/29/2011	08/24/2011	016.000	040.000	08/23/2012 MR	09/11/2012 MR
BY	Elizabeth Nelson	URS				

FLORIDA DEPARTMENT OF TRANSPORTATION
STRAIGHT LINE DIAGRAM OI

ROADWAY FEATURES

2-QUADRANT CLOVERLEAF
024

RAMP 013 — RD — 30.318 A — 0663 — 30.500 — RAILROAD — SR 438 — RAMP 002

RAMP 014 — 30.204 A — STORY — 30.709 A — RAMP 001 — FC — SR 438

LANE WIDTHS ARE AVERAGED

30.000	30.220
136.0' - 48.0'	136.0' - 48.0'
4 - 12.0' RDWY	4 - 12.0' RDWY
64.0 LAWN/TURF MED	64.0 LAWN/TURF MED
2 - 5.0' PAVED WARN INSHLD1	2 - 4.0' PAVED WARN INSHLD1
2 - 10.0' PAVED WARN SHLD1	2 - 10.0' PAVED WARN SHLD1
2 - 2.0' LAWN SHLD2	2 - 2.0' LAWN SHLD2

65 M

ROADWAY COMPOSITION

30.000	30.220
28/FC-	28/FC-5
28/FC-	28/FC-5

HORIZONTAL ALIGNMENT

CURVE DATA NOT FIELD VERIFIED

Δ=21°34'15.00"
D=1°30'
PC=30.792
PI=30.929
PT=31.064

B=N19°50'47"E

B=N01°43'28"W

STRUCTURE DESCRIPTION

30.220	30.241	30.989	31.010	31.157	31.185
0406		0409		0412	
110 BR		110 BR		147 BR	
0407		0410		0413	
110 BR		110 BR		147 BR	
30.220	30.241	30.989	31.010	31.157	31.185

DISTRICT USE

SIS

30.000 SIS CORRIDOR

FUN CLASS

30.000 URBAN OTHER FREEWAY/EXPRESSWAY

ROADWAY FEATURES

33.051 INSIDE CITY, AND URBAN
* OCOEE, ORLANDO
*|<=WESTERN BELTWAY/429
*|<SR 429

DIAMOND
026

CR 437 — RAMP 007 — 33.420 A — RD — RD — RAMP 008 — 33.919 A — 34.337

CR 437 — 33.474 A — RAMP 005 — WEST — WEST — RAMP 006 — 33.902 A

LANE WIDTHS ARE AVERAGED

33.000	33.784
136.0' - 48.0'	136.0' - 48.0'
4 - 12.0' RDWY	4 - 12.0' RDWY
64.0 LAWN/TURF MED	64.0 LAWN W/DBL GUARDRL MED
2 - 4.0' PAVED WARN INSHLD1	2 - 4.0' PAVED WARN INSHLD1
2 - 10.0' PAVED WARN SHLD1	2 - 10.0' PAVED WARN SHLD1
2 - 2.0' LAWN SHLD2	2 - 2.0' LAWN SHLD2

65 M

ROADWAY COMPOSITION

33.000
28/FC-
28/FC-

HORIZONTAL ALIGNMENT

PC=32.506	PC=33.087 CURVE DATA NOT FIELD VERIFIED	Δ=2°44'58.00"	Δ=46°13'35.00"	Δ=2°44'58.00"
PI=32.828	PI=33.110	D=3°00'	D=3°00'	D=3°00'
PT=33.087	PT=33.156	PC=33.815	PC=33.918	PC=34.211
Δ=61°18'47.00"	Δ=1°15'00.00"	PI=33.885	PI=34.074	PI=34.246
D=2°00'	D=2°00'	PT=33.919	PT=34.211	PT=34.315

B=N67°05'19"E

B=

STRUCTURE DESCRIPTION

33.017	33.042	33.675	33.682	33.683	33.690
0420		0422		0423	
131 BR		36 UP		36 UP	
0421					
131 BR					
33.017	33.042				

DISTRICT USE

SIS

33.000 SIS CORRIDOR

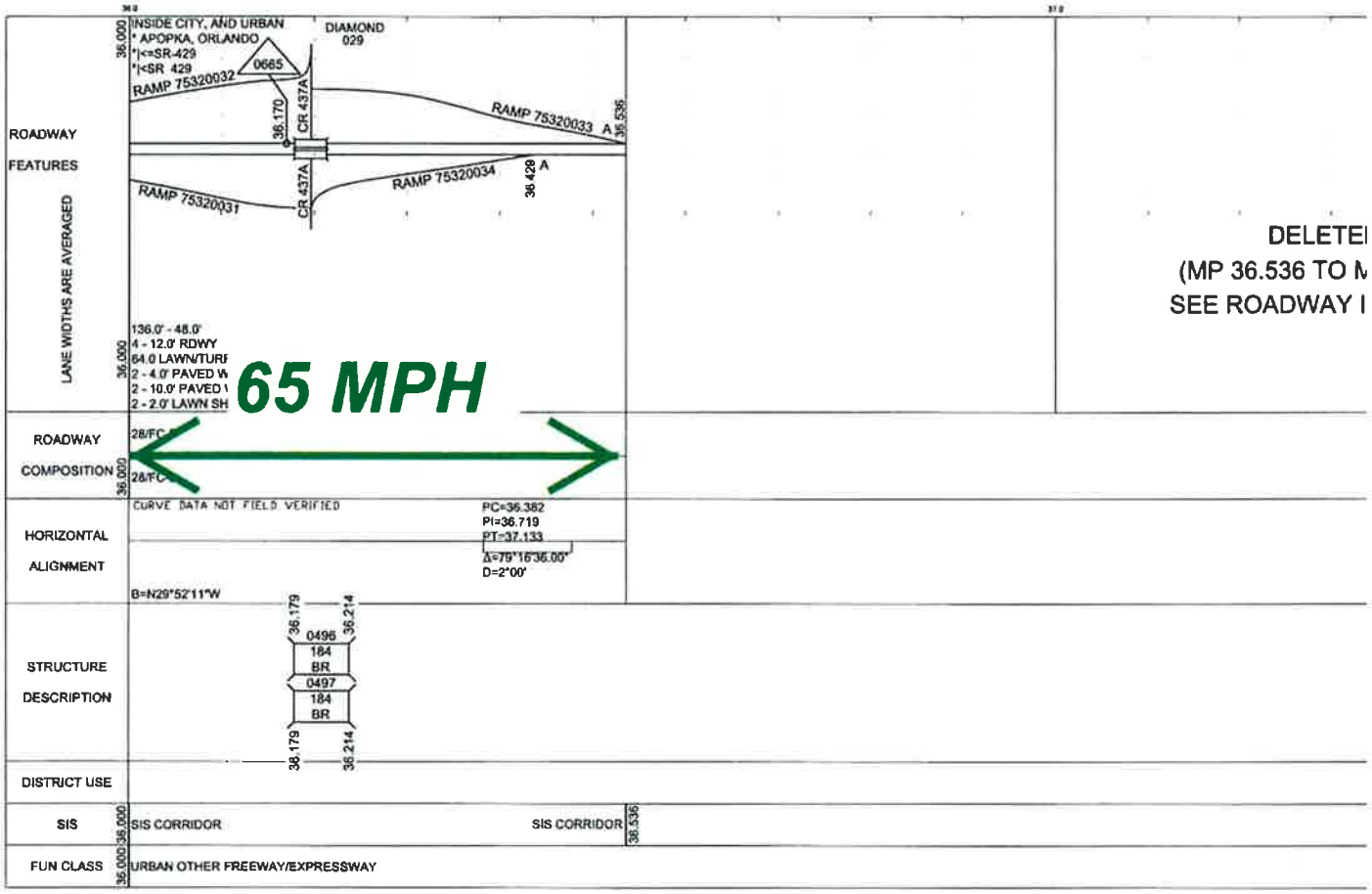
FUN CLASS

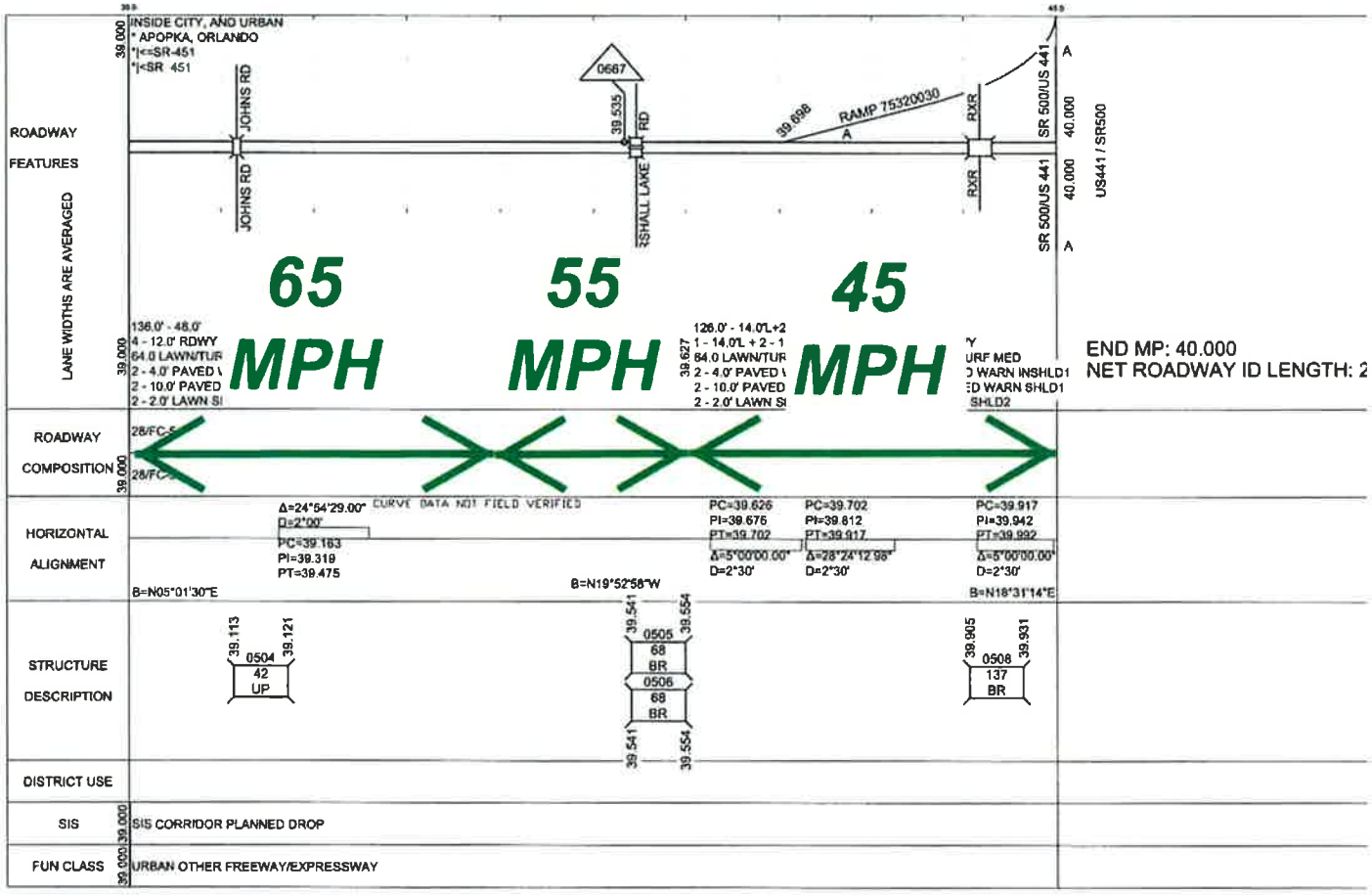
33.000 URBAN OTHER FREEWAY/EXPRESSWAY

Created at: 09/06/2012 07:57

	5 YR INV	SLD REV	INTERIM REVISIONS BMP	EMP	INV	SLD REV
DATE	07/29/2011	08/24/2011	38.132	040.000	04/29/2013 MR	04/29/2013 MR
BY	Elizabeth Nelson	URS	018.000	040.000	08/23/2012 MR	09/11/2012 MR

FLORIDA DEPARTMENT OF TRANSPORTATION
STRAIGHT LINE DIAGRAM OI





Created at: 09/06/2012 07:57

	5 YR INV	SLD REV	INTERIM REVISIONS BMP	EMP	INV	SLD REV
DATE	05/13/2013	06/18/2013				
BY	Kim Auerbach	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM

ROADWAY FEATURES

0.000 INSIDE CITY, AND URBAN
* APOPKA, ORLANDO
*|<=SR-429
*|<SR 429

RAMP 75320033 0.000

5220 0.025

LANE WIDTHS ARE AVERAGED

RAMP TO CR-437A

0.000 180.0' - 72.0'
6 - 12.0' RDWY
64.0 LWN MED
2 - 4.0' PVD INSHLD1
2 - 10.0' PVD SHLD1
2 - 12.0' LWN SHLD2

ROADWAY COMPOSITION

0.000 28/FC-5

28/FC-5

HORIZONTAL ALIGNMENT

CURVE DATA NOT FIELD VERIFIED

Δ=58°39'.0019
D=1°21'
PC=0.077
PI=0.523
PT=0.890

B=N15°16'26"E

STRUCTURE DESCRIPTION

DISTRICT USE

SIS

0.000 SIS CORRIDOR

FUN CLASS

0.000 URBAN OTHER FREEWAY/EXPRESSWAY

ROADWAY FEATURES

0.400 INSIDE CITY, AND URBAN
* APOPKA, ORLANDO
*|<=SR-429
*|<SR 429

0.471 RAMP 75320101

RAMP 75320101

0.867 RAMP 75320102

HARM...

LANE WIDTHS ARE AVERAGED

0.400 180.0' - 72.0'
6 - 12.0' RDWY
64.0 LWN MED
2 - 4.0' PVD INSHLD1
2 - 10.0' PVD SHLD1
2 - 12.0' LWN SHLD2

0.483 188.0' - 24.0'L+36.0'R
2 - 12.0'L + 3 - 12.0'R RDWY
64.0 LWN MED
2 - 4.0' PVD INSHLD1
2 - 10.0' PVD SHLD1
2 - 12.0' LWN SHLD2

0.671 156.0' - 48.0'
4 - 12.0' RDWY
64.0 LWN MED
2 - 4.0' PVD INSHLD1
2 - 10.0' PVD SHLD1
2 - 12.0' LWN SHLD2

65 MPH

ROADWAY COMPOSITION

0.400 28/FC-...

28/FC-...

HORIZONTAL ALIGNMENT

Δ=58°39'.0019 CURVE DATA NOT FIELD VERIFIED
D=1°21'
PC=0.077
PI=0.523
PT=0.890

STRUCTURE DESCRIPTION

0.871 0718 0.882
58.1'
UP

DISTRICT USE

SIS

0.400 SIS CORRIDOR

0.687 SIS CORRIDOR PLANNED ADD

FUN CLASS

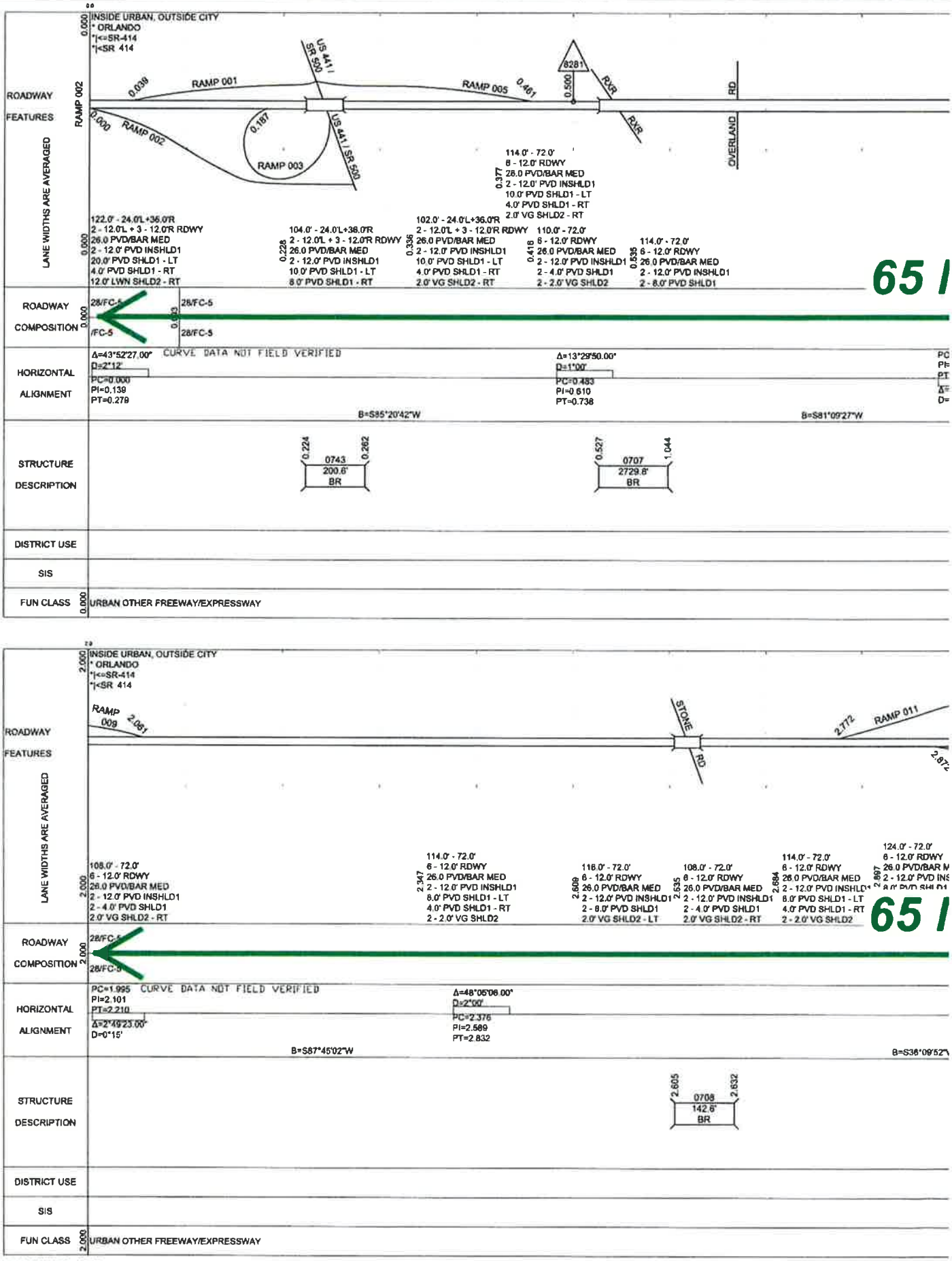
0.400 URBAN OTHER FREEWAY/EXPRESSWAY

Created at: 05/29/2013 02:46

	5 YR INV	SLD REV	INTERIM REVISIONS BMP	EMP	INV	SLD REV
DATE	05/13/2013	06/18/2013				
BY	Kim Auerbach	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM



Created at: 05/29/2013 02:47

INTERIM REVISIONS								
	5 YR INV	SLD REV	BMP	EMP	INV		SLD REV	
DATE	05/13/2013	06/18/2013	004.000	008.000	06/27/2013	MR	06/27/2013	MR
BY	Kim Auerbach	Michael Register						

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM

ROADWAY FEATURES

4.000 INSIDE URBAN, OUTSIDE CITY
* ORLANDO
*|<=SR-414
*|<SR 414

4.739 INSIDE CITY, AND URBAN
* APOPKA, ORLANDO
*|<=SR-414
*|<SR 414

4.011 RAMP 901 TOLL

LANDFILL SERVICE RD

HAWTHORN AVE

LANE WIDTHS ARE AVERAGED

4.000 106.0' - 72.0'
6 - 12.0' RDWY
26.0 PVD/BAR MED
2 - 12.0' PVD INSHLD1
2 - 4.0' PVD SHLD1
2.0' VG SHLD2 - RT

4.130 118.0' - 72.0'
6 - 12.0' RDWY
26.0 PVD/BAR MED
2 - 12.0' PVD INSHLD1
2 - 8.0' PVD SHLD1
2.0' VG SHLD2 - LT

4.306 114.0' - 72.0'
6 - 12.0' RDWY
26.0 PVD/BAR MED
2 - 12.0' PVD INSHLD1
8.0' PVD SHLD1 - LT
4.0' PVD SHLD1 - RT
2 - 2.0' VG SHLD2

4.549 128.0' - 72.0'
6 - 12.0' RDWY
26.0 PVD/BAR MED
2 - 12.0' PVD INSHLD1
8.0' PVD SHLD1 - LT
20.0' PVD SHLD1 - RT
2.0' VG SHLD2 - LT

4.551 122.0' - 72.0'
6 - 12.0' RDWY
26.0 PVD/BAR MED
2 - 12.0' PVD INSHLD1
4.0' PVD SHLD1 - LT
20.0' PVD SHLD1 - RT

4.709 134.0' - 72.0'
6 - 12.0' RDWY
26.0 PVD/BAR MED
2 - 12.0' PVD INSHLD1
4.0' PVD SHLD1 - LT
20.0' PVD SHLD1 - RT
12.0' LWN SHLD2 - RT

4.781 152.0' - 72.0'
6 - 12.0' RDWY
26.0 PVD/BAR MED
2 - 12.0' PVD INSHLD1
2 - 2.0' V
12.0'

65 I

ROADWAY COMPOSITION

4.000 28/FC-6
28/FC-6

HORIZONTAL ALIGNMENT

Δ=24°34'37.00" CURVE DATA NOT FIELD VERIFIED
D=1°22'
PC=4.117
PI=4.283
PT=4.455

B=S67°37'06E

PC=4.532
PI=4.855
PT=5.178
Δ=46°52'47"
D=10°22'26

B=S43°02'28E

STRUCTURE DESCRIPTION

4.197 0727 4.214
89.6'
BR

4.521 0728 4.545
126.7'
BR

DISTRICT USE

SIS

FUN CLASS

4.000 URBAN OTHER FREEWAY/EXPRESSWAY

ROADWAY FEATURES

6.000 INSIDE CITY, AND URBAN
* APOPKA, ORLANDO
*|<=SR-414
*|<SR 414

6.548 INSIDE CITY, AND URBAN
* APOPKA, ORLANDO
*|<=SR-429/SR-414
*|<SR 429/SR 414

75320101 RAMP

SR-429 SB

SR-429 NB

SR-429 SB

SR-429 NB

6.548

6.436

BINION RD

LANE WIDTHS ARE AVERAGED

6.000 104.0' - 48.0'
4 - 12.0' RDWY
40.0 LWN MED
2 - 8.0' PVD SHLD1

65 I

ROADWAY COMPOSITION

HORIZONTAL ALIGNMENT

CURVE DATA NOT FIELD VERIFIED

PC=6.
PI=6.
PT=7.
Δ=8°1
D=1°2

STRUCTURE DESCRIPTION

6.058 0728 6.076
95.0'
UP

6.187 0714 6.217
105.6'
UP

6.217 0715 6.237
105.6'
UP

6.769 0731 6.785
84.4'
UP

DISTRICT USE

SIS

FUN CLASS

8.000 URBAN OTHER FREEWAY/EXPRESSWAY

Created at: 05/29/2013 02:47

	5 YR INV	SLD REV	INTERIM REVISIONS BMP	EMP	INV	SLD REV
DATE	05/13/2013	06/18/2013				
BY	Kim Auerbach	Michael Register				

FLORIDA DEPARTMENT OF TRANSPORTATION

STRAIGHT LINE DIAGRAM

ROADWAY FEATURES

LANE WIDTHS ARE AVERAGED

8.000 INSIDE URBAN, OUTSIDE CITY
* ORLANDO
*|<=SR-429/SR-414
*|<SR 429/SR 414

8.474 INSIDE CITY, AND URBAN
* APOPKA, ORLANDO
*|<=SR-429/SR-414
*|<SR 429/SR 414

PETERSON RD

8.000 128.0' - 72.0'
6 - 12.0' RDWY
40.0 LWN MED
2 - 8.0' PVD SHLD1

65 MPH

ROADWAY COMPOSITION

HORIZONTAL ALIGNMENT

Δ=52°27.00"
D=2°11'
PC=7.676
PI=7.874
PT=8.053
B=N38°09'55"E

PC=8.234 CURVE DATA NOT FIELD VERIFIED
PI=8.379
PT=8.504
Δ=52°01'18.00"
D=3°38'

STRUCTURE DESCRIPTION

8.604 8.618
0734
73.9'
BR
0735
68.6'
BR
8.607 8.620

DISTRICT USE

SIS

8.175 SIS CORRIDOR PLANNED ADD

FUN CLASS

8.000 URBAN OTHER FREEWAY/EXPRESSWAY

ROADWAY FEATURES

LANE WIDTHS ARE AVERAGED

PENDING
(MP 9.621 TO MP 12.

ROADWAY COMPOSITION

HORIZONTAL ALIGNMENT

STRUCTURE DESCRIPTION

DISTRICT USE

SIS

FUN CLASS

Created at: 05/29/2013 02:47