AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
September 11, 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 — Action Items — Tab 1

1. August 14, 2014 Board Workshop
2. August 14, 2014 Board Meeting

D. APPROVAL OF CONSENT AGENDA — Action Item — Tab 2

E. REPORTS — Info. Items

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

F. REGULAR AGENDA ITEMS

1. ADOPTION OF RESOLUTIONS OF APPRECIATION FOR COMMUNITY SERVICE ON OOCEA COMMITTEES - Welton Cadwell, Chairman — Action Item — Tab 4

2. APPROVAL OF REAL ESTATE AND PURCHASE AGREEMENT FOR THE SALE OF SURPLUS PARCEL NOS. 148, 149 & 150 (PARTIAL) TO ASBURY THEOLOGICAL SEMINARY – *Jere Daniels, Esq., Winderweedle, Haines, Ward & Woodman* — Action Item — Tab 5

3. APPROVAL OF AMENDMENTS TO PROPERTY ACQUISITION & DISPOSITION PROCEDURES MANUAL – *Joseph Passiatore, General Counsel* — Action Item — Tab 6

4. DISCUSSION REGARDING CHANGING BOARD MEETING DATES TO THE THIRD THURSDAY OF THE MONTH – *Welton Cadwell, Chairman* — Action Item — Tab 7

5. APPROVAL OF RESOLUTION AMENDING THE POLICY RELATING TO THE POSITION OF EXECUTIVE DIRECTOR – *Laura Kelley, Deputy Executive Director* — Action Item — Tab 8

6. APPROVAL OF ADVERTISEMENT FOR EXECUTIVE DIRECTOR POSITION – *Welton Cadwell, Chairman* — Action Item

7. APPROVAL OF FY 2015 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET – *Lisa Lumbard, Interim CFO* — Action Item — Tab 9

8. APPROVAL OF FIVE-YEAR WORK PLAN (FY 2015 - 2019) – *Glenn Pressimone, Director of Engineering & Lisa Lumbard, Interim CFO* — Action Item — Tab 10

9. INTERNAL AUDIT MATTERS – *Phil Fretwell and David Taylor, Protiviti* — Action Items — Tab 11

a. Acceptance of Fiscal 2015 Internal Audit Plan
b. Acceptance of Sensitive Data Audit Report
c. Acceptance of Business Impact Analysis Report

10. ADOPTION OF RESOLUTIONS AMENDING CHARTERS FOR AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES – *Laura Kelley, Deputy Executive Director & Joseph Passiatore, General Counsel* — Action Item — Tab 12

11. APPOINTMENT OF COMMITTEE MEMBERS FOR AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES – *Welton Cadwell, Chairman* — 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 WORKSHOP
August 14, 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
Mayor Teresa Jacobs, Orange County
Walter A. Ketcham, Jr.

Board Member Participating by Phone:
Commissioner Fred Hawkins, Jr., Osceola County

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

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

CALL TO ORDER

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

PUBLIC COMMENT

There were no comments from the public.

DISCUSSION OF EXECUTIVE DIRECTOR QUALIFICATIONS

The Board members were provided with a matrix of the experience and requirements for executive director positions from several toll agencies around the country (Exhibit "A"). The matrix also includes CFX staff recommendations.

The Board members gave their input regarding the executive director qualifications. They agreed that the requirements should be broad enough so as not to limit the pool of applicants.

By consensus, the Board made the following changes to the staff recommendation:

Minimum Education:
Bachelor's Degree from an accredited college or university. Master's Degree ~~desirable~~ preferable.

Minimum Experience:
8 years of comprehensive executive management and finance experience ~~in the toll and/or transportation dustry~~. Experience in toll operations, budgets, contract management, finance, business, economic development and transportation operations desirable.

Staff was directed to incorporate the Board's recommendations and bring the advertisement to the next board meeting for approval.

DISCUSSION REGARDING SB 230 ETHICS POLICY AMENDMENTS

General Counsel Joseph Passiatore went over the existing Ethics Policy and the new requirements under Senate Bill 230 legislation. Some of the new legislation requirements were already included in the Authority's Code of Ethics. Mr. Passiatore requested input from the Board in order to return next month with an Ethics Policy for the Board's consideration.

Since many of the Board members sit on several boards and committees, the Board members expressed their preference for a basic set of Ethics Policies to adhere to, i.e., State Statute. It becomes hard for them to keep track if each board has a different set of rules.

Staff was directed to work with the attorneys at the City and Counties to come up with a proposed Ethics Policy to present at the next meeting.

PRESENTATION OF DRAFY FY 2015 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET

Interim CFO Lisa Lumbard presented the Draft Fiscal Year 2015 Operations, Maintenance & Administration Budget for the Board's review and (see attached presentation, attached as Exhibit "B). Staff plans to bring the final budget to the Board next month for approval.

The proposed budget totals $63,431,568, which is $1,801,860 or 2.9% over the last fiscal year.

	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%

Ms. Lumbard reviewed the proposed budget for each cost center and explained the proposed cost increases.

Board members asked several questions about toll violations, which were answered by staff. Commissioner Carey and Mr. Ketcham would like to see more stringent penalties for repeat violators.

Commissioner Carey brought up the proposed salary increase. The information she received from staff regarding what other agencies and counties are doing was not accurate. She asked staff to provide her with accurate information for the Board to revisit next month.

PRESENTATION OF DRAFT FIVE-YEAR WORK PLAN (FY 2015 – 2019)

Director of Engineering Glenn Pressimone presented the Draft Five-Year Work Plan for the Board's review. Staff will incorporate the Board's comments and bring the Work Plan back next month for adoption (See presentation, attached as Exhibit "C").

The Draft Work Plan is fundable through the five year period (FY 2015 – 2019). The Plan is updated annually.

Mr. Pressimone explained the process used in preparing the Work Plan. The Work Plan is based on the 2030 Master Plan, which was adopted in 2006. The Master Plan includes $1.4 billion in existing system improvements and $4.8 billion in potential expansion projects.

The Draft FY 2015 – 2019 Work Plan totals $1,155,710.

Category	FY 2014/2015	FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019	Totals
Existing System Improve.	12,709	14,298	12,388	611	17,983	57,988
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	9,839	122,549
ITS Projects	6,694	4,863	1,198	1,607	747	15,109
Signing & Pavement Mark.	6,575	4,857	2,938	1,293	2,323	17,986
Renewal & Replacement	26,170	28,638	2,808	3,292	48,345	109,253
Landscape Projects	1,266	770	750	750	750	4,286
Non-System Projects	4,855	0	980	0	0	5,835
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

The line item for "Expected Credits" is associated with the S.R. 528 Innovation Way Interchange Project. ($11.75 million from Suburban Land Reserve, $6.5 million from Orange County and $12 million from All Aboard Florida.)

Interim CFO Lisa Lumbard presented the financial analysis associated with the Work Plan.

Capital Planning Model Assumptions:

- Projected coverages contemplate debt issuance for future projects out ten years
- Interest earnings based on current market conditions (provided by Authority's Investment Advisor)
- Lease Purchase Agreement payments of $20 million per year to FDOT paid in installments in accordance with the Wekiva Parkway MOU
- Payments from FDOT of $6.5 million in 2016 and 2017 for right-of-way in accordance with the Wekiva Parkway Interlocal Agreement
- Interest rates for debt issues assume the historical 10-year average of MMD, plus a credit spread of 90 bps (consistent with current credit ratings) plus an additional 75 bps of cushion
    - Additional cushion of 40 bps assumed for issuances beyond FY 2015
- Debt issuance assumptions are:
    - 30-year, fixed rate bonds, uninsured
    - Debt Service Ratio target of 1.60x (senior lien debt)
    - Interest earnings based on prevailing interest rates
    - Fully cash funded debt service reserve funds

Capital Planning Model Results:

- Requires additional debt of approximately $647 million to be issued in fiscal years 2015, 2017, 2019 and 2021, representing approximately 31% of project expenditures over the 10 year period
- Model is updated when new bonds are issued and when new major assumptions are considered
- Debt coverage ratios meet our planning target of 1.60

Ms. Lumbard showed a chart of the projected Senior Lien Coverage Ratios. The Draft Work Plan meets the planning target of 1.6, board policy target of 1.45 and bond covenant target of 1.2.

DISCUSSION ON COMMITTEE CHARTERS

Deputy Executive Director Laura Kelley and General Counsel Joseph Passiatore presented information on the four existing committees (Audit, Finance, Operations and Right of Way). They requested the Board's direction on committee structure, or whether they prefer alternative options.

By consensus, the Board members decided on the following structure for all four committees:

- Committee Members:
    1. City of Orlando Staff Representative
    2. Orange County Staff Representative
    3. Seminole County Staff Representative
    4. Lake County Staff Representative
    5. Osceola County Staff Representative
- Each county appointed Board member will appoint a committee member from their jurisdiction.
- A chairman for each committee will act as the board liaison to report back to the Board.

- The chairmanship will rotate among the five counties.
- Each jurisdiction will preside as chair on no more than one committee at a time.
- The committee members will serve at the pleasure of their jurisdiction's Board.

The current committee representatives will continue to serve until their replacement is selected.
It was suggested that we present the current committee representatives with a resolution of appreciation for their service.

Mr. Ketcham feels that the current community representatives have done a great job and should be considered for future service.

Staff will present the committee charters next month for approval, in accordance with the Board recommendations. The committee members will also be appointed at the next meeting.

OTHER BUSINESS/BOARD MEMBER COMMENT

There were no comments from the Board members.

ADJOURNMENT

There being no further business to come before the Board, the Chairman adjourned the workshop at 10:35 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

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

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
August 14, 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
Mayor Teresa Jacobs, Orange County
Walter A. Ketcham, Jr.

Board Member Participating by Phone:
Commissioner Fred Hawkins, Jr., Osceola County

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

Staff Present:
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 10:55 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

There were no comments from the public.

APPROVAL OF MINUTES

A motion was made by Mayor Dyer and seconded by Commissioner Boyd to approve the minutes of the July 10, 2014 Board Meeting. The motion carried unanimously with six members of the Board present and voting AYE by voice vote and Commissioner Hawkins voting AYE via phone.

APPROVAL OF CONSENT AGENDA

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

LEGAL

1. Approval of Stipulated Final Judgment with Robert and Adis Strier for acquisition of Parcel 216, Wekiva Parkway Project 429-203 (Settlement Amount $144,600)

2. Approval of Stipulated Final Judgment with Milford Kirkland for acquisition of Parcel 201, Wekiva Parkway Project 429-203 (Settlement Amount $170,500)

3. Approval of settlement with Marvin E. and Carol G. Faircloth for acquisition of Parcel 109, Wekiva Parkway Project 429-202 (Settlement amount: $86,119.50)

4. Approval of Real Estate Purchase Agreement with David J. Martin for acquisition of Parcel 125, Wekiva Parkway Project 429-202 (Purchase amount: $4,400)

5. Approval of Settlement with George Arendt for acquisition of Parcel 157 (Parts A & B), Wekiva Parkway Project 429-202 (Settlement amount: $177,000)

6. Approval of Settlement with Stephen H. and Susan Griffith for acquisition of Parcel 110, Wekiva Parkway Project 429-202 (Settlement amount: $194,370)

7. Approval of Settlement with Jeffrey Monson for acquisition of Parcel 131 (Parts A & B), Wekiva Parkway Project 429-202 (Settlement amount: $388,774)

8. Approval of Settlement with Mary L. Harvey and Donald Churaman for acquisition of Parcel 134 (Parts A, B & C), Wekiva Parkway Project 429-202 (Settlement amount: $238,846)

9. Approval of Settlement with Thomas Ward Klinker for acquisition of Parcel 132 (Parts A, B & C), Wekiva Parkway Project 429-202 (Settlement amount: $207,500)

10. Approval to execute and record Quit-Claim Deed and Easements between CFX, Orange County and FDOT related to joint use pond at Lake Underhill and Goldenrod Roads (No cost to CFX other than nominal recording fees not to exceed $300)

11. Approval of Agreement for Appraisal Services with Urban Economics Incorporated for consulting services related to railroad property valuation for the Wekiva Parkway Projects 429-204, 429-205 and 429-206 (Agreement amount: Not-to-exceed $100,000)

12. Approval of Addendum to Agreement for Appraisal Services with Bullard, Hall & Adams for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: $150,000)

13. Approval of Addendum to Agreement for Appraisal Services with Durrance & Associates, P.A. for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: $150,000)

14. Approval of Increase in Contract Amount with Lowndes, Drosdick, Kantor & Reed, P.A. for acquisition of Parcel Nos. 197, 230, 257 & 267, Wekiva Parkway, Project 429-203 (Contract Increase of $100,000)

15. Approval of Second Amendment to Contract for Sale and Purchase of Rail Line Easements between All Aboard Florida and Central Florida Expressway Authority

16. Approval of Second Amendment to Contract of Sale and Purchase between Suburban Land Reserve, Inc., Farmland Reserve, Inc. and Central Florida Expressway Authority

17. Approval of Drainage Easement Agreement between Greeneway Park DRI, LLC and Central Florida Expressway Authority

ENGINEERING

18. Approval of contract renewal with The Balmoral Group, LLC for Misc. Design Consultant Services - Contract No. 000819 (Contract amount: Not-to-exceed $750,000)

19. Approval of contract renewal with WBQ Design and Engineering, Inc. for Misc. Design Consultant Services - Contract No. 000817 (Contract amount: Not-to-exceed $750,000)

20. Approval of Supplemental Agreement No. 3A with Reynolds, Smith & Hills, Inc. for post design services - Project 417-304 (Agreement amount: $96,882.01)

21. Approval of Supplemental Agreement No. 9 with Dewberry/Bowyer Singleton for post design services on S.R. 528 Airport Mainline Plaza Demolition and Ramp Plaza Construction - Project 528-405 (Agreement amount: Not-to-exceed $405,453)

CONSTRUCTION/MAINTENANCE

22. Authorization to award contract to Whiteleaf, LLC d/b/a Traffic Solutions for Systemwide Pavement Striping Improvements and Upgrades - Project 599-620 (Contract amount: $502,197.40)

23. Approval of contract renewal with Kisinger Campo & Associate Corp. for bridge inspection services - Contract No. 000848 (Agreement amount: 150,000)

24. Approval of contract renewal with Southern Aquatic Management, Inc. for aquatic vegetation control - Contract No. 001003 (Contract amount: $148,520)

25. Authorization to advertise for Landscape Maintenance Services on S.R. 528, S.R. 429, S.R. 414 and CFX Headquarters - Contract No. 001050

26. Authorization to advertise for Misc. Construction Engineering and Inspection Services - Contract No. 001054

27. Authorization to advertise for Construction Coordination and Independent Assurance Services for the I-4/S.R. 408 Ultimate Interchange - Contract No. 001055

28. Approval of Construction Contract Modifications on the following contracts:
    a) Contract No. 599-728 McShea Contracting, LLC ($11,007.00)
    b) Contract No. 417-304 Southland Construction, Inc. ($69,322.21)
    c) Contract No. 417-110 Masci General Contractor, Inc. $106,842.21
    d) Contract No. 429-518 Traffic Control Devices, Inc. ($114,343.23)

29. Approval to advertise for John Young Parkway Administration Building Roof Replacement - Contract No. 001056

TOLL OPERATIONS

30. Approval to purchase 100,000 sticker type transponders from TransCore, LP (Purchase price: $795,000)

31. Approval of Supplemental Agreement No. 14-01 with TransCore, LP for System Hardware Maintenance - Contract No. 000178 (Agreement amount: $635,706)

BUSINESS DEVELOPMENT

32. Approval of increase in contract amount with The W Group Consulting Firm, LLC for business development management services on Contract No. 001009 (Agreement amount: $47,650)

FINANCE/ACCOUNTING

33. Authorization for disposal of inventory items

Commissioner Carey had questions regarding Consent Agenda items #6, #8, #12, #13 & #15. Robert Simon of Winderweedle, Haines, Ward & Woodman addressed #6 and #8. David Shontz of Shutts & Bowen answered the questions for #12 and #13.

Regarding #15, Commissioner Carey expressed her concern regarding an inconsistency in the closing date from the original contract that was not addressed in the First Amendment. She also asked if they expect to make the August 15 date for title commitment and survey. Steve Zucker of Shutts and Bowen explained that the First Amendment did not address the 6/30/14 closing date because it was done on April 24. The

Second Amendment extends the closing date to 12/31/14. They anticipate a Third Amendment to extend the August 15 title commitment and survey dates.

Board members requested that more comprehensive information be provided for Consent Agenda items in the future.

A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to approve the Consent Agenda as presented. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.

DISCUSSION OF RULES OF PROCEDURE FOR BOARD MEETINGS

Over the past month General Counsel Joseph Passiatore has worked with attorneys from the City and Counties to prepare draft Rules of Procedure for Board Meetings.

Attorney Jo Thacker of Broad and Cassel went over the proposed Rules of Procedure for Board Meetings.

There was discussion regarding the circumstances when a Board member should be allowed to participate in the Board meetings by telephone. The Board members made the following recommendations for amendments:

- Allow participation by telephone when the absence is due to scheduling conflicts or illness.
- A Board member may only participate by telephone and vote on Authority matters where a quorum is physically present.
- Allow telephone participation to 2 or 3 times a year.

It was also suggested to amend the Rules for the Board meetings to begin at 9:00 a.m. instead of 9:30 a.m.

A motion was made by Mayor Dyer and seconded by Mr. Ketcham to approve the Rules of Procedure for Board Meetings as amended above. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.

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 presented the Real Estate and Purchase Agreement for the sale of surplus property to Asbury Theological Seminary for the Board's approval. The Right of Way Committee reviewed and recommended this transaction for approval on July 15, 2014. The property became surplus following the realignment of the SR 408/SR 417 Interchange. The surplus property is adjacent to the Asbury Theological Seminary. The purchase price is $1,985,000.

Commissioner Carey expressed her concern that all non-profit organizations were not given the opportunity to bid on this property. (See "Other Business/Board Member Comments (3)" for additional comments by Commissioner Carey.) Mayor Jacobs voiced her concern that the surplus property policy has no

requirement that the purchaser retain ownership of the property for a period of time. Chairman Cadwell, Commissioner Carey and Mayor Jacobs agreed that the surplus property policy should be amended regarding surplus property purchases by non-profit organizations.

Counsel for Ashbury, Kevin Kelly stated that the Seminary intends to use the property to expand their campus. He asked for a vote today, since the discussions were initiated under the current procedures. When asked if his client would be amenable to a restrictive covenant, he stated that he believes that his client would be agreeable.

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to continue this item to the next board meeting and to come back with an amendment that reflects the discussion today. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.

CONSIDERATION OF ADOPTION OF RECOMMENDED ORDER IN LANE CONSTRUCTION BID PROTEST

General Counsel Joseph Passiatore explained the issues and procedures followed in the bid protest by Lane Construction for the S.R. 528 Airport Mainline Plaza Demolition and Ramp Plaza Construction (Project 528-405).

Attorney Denise Hammond of Wright, Fulford, Moorhead & Brown reported that the Hearing Officer recommended that Lane's protest be dismissed.

A motion was made by Mayor Jacobs and seconded by Commissioner Carey to accept the Hearing Officer's Recommended Final Order. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.

APPROVAL OF CONTRACT WITH SOUTHLAND CONSTRUCTION CORP. FOR S.R. 528 AIRPORT MAINLINE PLAZA DEMOLITION AND RAMP PLAZA CONSTRUCTION PROJECT NO. 528-405

A motion was made by Mayor Jacobs and seconded by Mayor Dyer to award the contract to Southland Construction for Project No. 528-405. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.

OTHER BUSINESS/BOARD MEMBER COMMENT

1) Mayor Jacobs will not be able to attend the September 11 Board meeting due to a scheduling conflict and will most likely not be able to participate by phone.

   A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to authorize staff to determine whether we can move the next Board meeting to accommodate Mayor Jacob's calendar while still accommodating the rest of the Board members' calendars. The

motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.

2) There was discussion regarding changing the date of the Board meetings because the monthly financial data will not be available by the second Thursday of the month. **By consensus, staff was directed to evaluate moving the Board meetings to the third Thursday of the month.**

3) Commissioner Carey requested that staff look into the Policy Regarding Disposition of Excess Lands, in particular the section relating to the sale of surplus property to non-profit organizations, and come back to the Board with amendments as soon as possible.

4) Commissioner Boyd mentioned that Lake County is working on a sector plan that butts up against Southwest Orange County. He asked Commissioner Cadwell to talk to the Lake County Commission about a potential road project that would connect to Highway 27 which could benefit both counties.

ADJOURNMENT

There being no further business to come before the Board, the Chairman adjourned the meeting at 11:55 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

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TAB 2

CONSENT AGENDA
September 11, 2014

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

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 23, 2014

RE: Award of Contract
Executive Search Consultant Services
Contract No. 001053

Board approval is requested to award the referenced contract to Colin Baenziger & Associates in the amount of $26,000.00 to provide executive search consultant services for the new Executive Director. Staff is recommending a contract term of one year for additional services that would be required if we choose to fill upper management positions (e.g. Chief Financial Officer) using these services. Fees for any additional services would be negotiated.

In accordance with the approved Procurement Policy and Procurement Procedures Manual, a Request for Proposals (RFP) from executive search firms ran in the Orlando Sentinel on July 27, 2014. Responses were received from two (2) firms by the August 11, 2014, deadline for submittal of technical and price proposals. Those firms were Baenziger & Associates and Harris Rand Lusk.

As required by the Procurement Procedures Manual when less than three proposal are received, the Procurement Manager (acting on behalf of the Director of Procurement) and the Deputy Executive Director, Finance and Administration, met on August 11, 2014, to discuss the two options available in that situation. Those options are 1) reject the proposals submitted without consideration and re-advertise for the services, or 2) proceed with the evaluation and scoring of the proposals received retaining the right to subsequently reject one of both of the proposals in the best interest of the Authority. The option to reject the proposals would typically be exercised if there was sufficient evidence to support a conclusion that the submittal requirements or other factors had inadvertently limited the pool of companies who might have otherwise submitted a response. After reviewing the submittal requirements, it was agreed that they were not restrictive and did not limit the pool of possible respondents. The Manager of Procurement reported that he had sent notifications of the project to six (6) firms listed by Bloomberg/Business Week as among the most influential search firms worldwide. Additionally, eleven (11) firms downloaded the RFP documents from our web site. Based on this information, the Deputy Executive Director and Manager of Procurement agreed that re-advertising for the services would likely not result in more responses and that the two responses received should be evaluated and scored.

As part of the technical review process, interviews were held with both firms on August 20, 2014. At the conclusion of the interviews the Price Proposals were opened and scored. The combined scores for the Technical Proposals and Price Proposals were calculated and resulted in Colin Baenziger & Associates being ranked number 1 and Harris Rand Lusk ranked number 2.

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

PROPOSAL SUBMITTAL REQUIREMENTS

EXECUTIVE SEARCH CONSULTANT SERVICES

CONTRACT NO. 001053

PROPOSAL DUE DATE: August 11, 2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROPOSAL SUBMITTAL REQUIREMENTS
FOR
EXECUTIVE SEARCH CONSULTANT

CONTRACT NO. 001053

JULY 2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton G. Cadwell, Chairman
S. Scott Boyd, Vice Chairman
Brenda Carey, Secretary/Treasurer
Fred Hawkins, Jr., Board Member
Teresa Jacobs, Orange County Mayor
Buddy Dyer, City of Orlando Mayor
Walter A. Ketcham, Jr., Board Member

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTICE OF REQUEST FOR PROPOSALS FOR
EXECUTIVE SEARCH CONSULTANT SERVICES
CONTRACT NO. 001053

The Central Florida Expressway Authority (Authority) requires the services of a qualified consultant to provide Executive Search Consultant services. Consideration will be given to only those respondents who are qualified to perform the work as determined by the Authority. Proposal documents are available for download at the Authority's web site located at www.expresswayauthority.com/DoingBusinessWithUs/Procurement/ProcurementAccountLogineProcurementRegistrati.aspx. Proposer registration is required to access and download documents. Instructions for registration are provided on the website.

DESCRIPTION OF SERVICES: Services shall be as detailed in the Scope of Services and includes the recruitment of the Executive Director for the Central Florida Expressway Authority.

QUALIFICATION REQUIREMENTS: Respondents must have experience providing similar services and must demonstrate they have the ability to provide the services necessary throughout the duration of the contract and are willing to meet the requirements of the Authority as stated in the Scope of Services.

The Authority will evaluate and determine the relative ability of each firm to perform the required services based upon the information provided by the firm in response to the RFP.

NON-SOLICITATION PROVISION: From the first date of publication of this Notice, no person may contact any Authority Member, Officer, Employee, or any selection committee member, with respect to this Notice or the services to be provided, except as related to the submittal requirements detailed in the RFP. Reference is made to the lobbying guidelines of the Authority for further information regarding this Non-Solicitation Provision.

SUBMITTAL DUE DATE: Proposals for the work generally described above will be received on August 11, 2014, in the headquarters office of the Central Florida Expressway Authority, 4974 ORL Tower Road Orlando, Florida 32807 until 1:30 p.m., Orlando local time, as shown on the time/date stamp clock at the receptionist's desk in the lobby. The clock will serve as the official instrument to determine when a proposal is received. A proposal that is received after the date/time specified will be rejected. The Proposer acknowledges that rejection of its proposal under those circumstances shall not be the basis of a protest pursuant to the Authority's Procedure for Resolution of Protests.

CODE OF ETHICS: All contractors/consultants selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.expresswayauthority.com.

EQUAL OPPORTUNITY STATEMENT: The Central Florida Expressway Authority, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, sex, national origin, age, religion

and disability. The Authority hereby notifies all firms and individuals that it requires and encourages equal employment opportunity for minority and women as employees in the workforce.

MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION: The Central Florida Expressway Authority hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation of local minority and women business enterprises on contracts awarded by the Authority.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

PROPOSAL SUBMITTAL REQUIREMENTS
FOR
EXECUTIVE SEARCH CONSULTANT
CONTRACT NO. 001053

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PROPOSAL SUBMITTAL REQUIREMENTS
EXECUTIVE SEARCH CONSULTANT
CONTRACT NO. 001053

1.0 REQUEST FOR PROPOSAL (RFP)

1.1 INVITATION

The Central Florida Expressway Authority invites responses to this Request for Proposals from qualified consultants to provide Executive Search Consultant services. The full description of the scope of services is attached as Exhibit "A", Scope of Services.

For the purpose of this RFP, the term "Proposer" means the prime consultant acting for itself. The term "proposal" means the complete response of the Proposer to the request for proposals, including properly completed forms and supporting documentation.

1.2 PROJECT IDENTIFICATION

The project is identified as Authority Contract No. 001053

1.3 CONTRACTING AGENCY

The contracting agency is the Central Florida Expressway Authority referred to herein as the "Authority".

1.4 VERBAL INSTRUCTIONS AND ADDENDA

All questions relative to interpretation of the proposal documents or the procurement process shall be addressed in writing as indicated below. At the Authority's discretion, inquiries received within seven (7) days of the date set for the receipt of proposals may not be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum which, if issued, will be provided to proposers no later than five (5) days before the date set for receipt of proposals. Oral answers will not be authoritative.

It will be the responsibility of the prospective proposer prior to submitting proposals to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge receipt of addenda on the Acknowledgement of Addendum form (page PSR-14). All addenda will be sent directly to proposers.

Questions may be submitted via e-mail at RFP001053@cfxway.com. The Authority prefers questions be sent via e-mail; however, they can be faxed to the Manager of Procurement at the number indicated below. The contract number must be referenced in the subject line. All requests or questions should be clearly marked and must be received no later than 4:00 p.m., Orlando local time, on August 4, 2014.

Central Florida Expressway Authority
Procurement Department Attn: Robert Johnson, Manager of Procurement
4974 ORL Tower Road, Orlando FL 32807
407-690-5000 Office, 407-690-5032 Fax
RFP001053@cfxway.com E-mail

No negotiations, decisions, or actions shall be initiated or executed by a Proposer as a result of any verbal discussions with an employee of the Authority. Only those communications, which are in writing from the Authority, may be considered as a duly authorized expression on behalf of the Authority. Also, the Authority will recognize only written communications from Proposers, which are signed by persons who are authorized to contractually bind the Proposers, as duly authorized expressions on behalf of the Proposers.

The Authority will make available to all Proposers in receipt of the Request for Proposal, the Authority's written responses to a Proposer's question(s) in the form of an addendum.

1.5 QUALIFICATIONS FOR SERVICES

1.5.1 GENERAL

The Proposer shall include the necessary experienced personnel and facilities to support the activities required by the Contract.

1.5.2 QUALIFICATIONS OF PERSONNEL

Those key individuals who will be directly providing contract services must have demonstrated specific experience as detailed herein. Individuals whose qualifications are presented shall be committed to the project for its duration.

1.6 RESERVATIONS AND RESPONSIVENESS OF PROPOSALS

1.6.1 RESERVATIONS

The Authority reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Authority's official file on this matter without obligation on behalf of the Authority. The contents of the proposals are subject to the Florida Public Records Act.

1.6.2 RESPONSIVENESS OF PROPOSALS

All proposals shall be in writing. A responsive proposal is one which conforms in all-material respects to the requirements contained herein. Proposals may be rejected if found to

be irregular or not in conformance with these requirements and instructions. A proposal may be found to be irregular or non-responsive by reasons including, but not limited to, failure to use or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper or undated signatures.

Other conditions which may cause rejection of proposals include: evidence of collusion among Proposers; lack of experience or expertise to perform the required work; failure to perform or meet financial obligations on previous contracts; an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

Proposals will be disqualified if delivered or received after the date and time specified as the due date for submission. Disqualified Proposers will be notified in writing. Although these proposals will not be considered for evaluation they will be keep on file as disqualified.

1.6.3 MULTIPLE PROPOSALS

Proposals may be rejected if more than one proposal is received from an individual, firm, partnership, corporation, or combination thereof, (furnished as the prime Proposer) under the same or different names. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated.

1.6.4 WAIVERS

The Authority may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Authority's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

1.6.5 CONTRACTUAL OBLIGATIONS

Each individual, partnership, firm, or corporation that is part of the successful Proposer's team, either by joint venture or subcontract, will be subject to, and comply with, the contractual requirements.

1.7 COST INCURRED IN RESPONDING

Neither the Authority nor any other public agency shall be committed to pay any costs incurred by an individual, firm, partnership, or corporation in the submission of a proposal.

1.8 EQUAL OPPORTUNITY STATEMENT

The Central Florida Expressway Authority, in accordance with the Provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Florida Civil Rights Act of 1992, as amended, § 760.10 et seq., Fla. Stat. (1996), and other federal and state discrimination statutes, prohibits discrimination on the basis of race, color, sex, age, national origin, religion, and disability or handicap. The Authority requires and encourages equal employment opportunity for minority and women as employees in the work force.

1.9 CANCELLATION PRIVILEGES

The performance by the Authority of any of its obligations under this RFP and subsequent Contract will be subject to and contingent upon the availability of monies lawfully appropriated for such purposes. If the Authority deems at any time during the term of the Contract that monies lawfully applicable to the Contract are unavailable for the remainder of the Contract term, the Authority will notify the Contractor in writing, whereupon the obligations of the parties herein shall end within thirty (30) days upon giving of such notice and the Contract shall be considered canceled by mutual consent.

2.0 PROPOSAL SUBMISSION

2.1 GENERAL

By submitting a proposal, the Proposer represents that he/she understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be provided. All proposals and associated forms shall be signed and dated in ink by a duly authorized representative for the Proposer.

2.2 SUBMITTAL REQUIREMENTS

The original and five (5) copies of the Technical Proposal, and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi), shall be submitted in a sealed envelope(s), identified as the Technical Proposal, and bearing on the outside the following:

Proposal For: EXECUTIVE SEARCH CONSULTANT SERVICES
Contract No.: 001053
Submitted To: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Submitted By: PROPOSER'S NAME
PROPOSER'S ADDRESS
CITY, STATE, ZIP CODE
PROPOSER'S PHONE NUMBER

PROPOSER'S CONTACT NUMBER AND E-MAIL ADDRESS
DATE SUBMITTED

An original and one (1) copy of the Price Proposal (Exhibit C) shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Price Proposal and shall include the same information on the outside as shown for the Technical Proposal. Price Proposals will be opened after evaluation of the Technical Proposals has been completed.

The contents of the Technical Proposals and Price Proposals will not be disclosed to the public until after the evaluation and final selection, at which time, under the Florida Public Records Act and the Florida Sunshine laws, materials submitted by a Proposer and the results of the Authority's evaluation will be available for public inspection. Proposers should take note of this as it relates to any proprietary information that might be included in the proposal package. The Authority assumes no liability for disclosure or use of data submitted in response to this RFP for any purpose and may consider that the proposal was not submitted in confidence and, therefore, can be released under the Florida Sunshine laws and the Freedom of Information Act (5 U.S.C. 522).

2.3 TIME AND PLACE OF SUBMITTAL

The original and the required number of copies of the Technical Proposal and Price Proposal shall be submitted to:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Claude Miller
Director of Procurement

Proposals will be received until 1:30 p.m., Orlando local time, on August 11, 2014. Proposals delivered or received after that time and date will be marked as disqualified and will be set aside unopened until after the selection process is complete. Once the selection process has been completed these will be filed as rejected proposals because of a late submittal.

2.4 MODIFICATIONS, RE-SUBMITTAL AND WITHDRAWAL

Proposers may modify previously submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time.

2.5 PROPOSAL REVIEW PROCESS

An Evaluation Committee, hereinafter referred to as the Committee, will be established by the Authority to review and evaluate each Technical Proposal. The Committee will be comprised of at least four persons with background, experience, and/or professional credentials in the service area.

Each member of the Committee will receive a copy of each Technical Proposal and will base his/her evaluation of each proposal on the same criteria in order to assure that value is uniformly established. The Committee will evaluate each Technical Proposal on its own merit without comparison to other proposals submitted. The Committee will assign rating factors based upon the evaluation criteria identified herein.

3.0 PROPOSAL FORMAT

3.1 TECHNICAL PROPOSALS

Proposals shall address each of the sections described below and how the Proposer intends to achieve the desired performance levels. The required information shall be clear, concise and understandable.

No cost information or prices shall be included in the Technical Proposal. Inclusion of cost information or prices in the Technical Proposal may be sufficient cause for rejection of the submittal. The Technical Proposal shall include the following sections:

A. Executive Summary

The Executive Summary shall be written in non-technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Executive Summary shall be limited to no more than one (1) page.

B. Understanding and Approach

The Proposer shall demonstrate its understanding of the project objectives and shall discuss the means by which these objectives will be attained. Time required to complete the project including time frames required to complete each process and target dates for each phase/component shall be included.

The Proposer shall demonstrate the soundness and clarity of its approach to the attainment of project objectives presented in the Scope of Services, making specific references to work encompassed, including a discussion of potential difficulties and methods for solution and probable effectiveness of the approach with respect to objectives.

C. Experience of Firm and Ability of Staff

The Proposer shall demonstrate adequacy of experience of its firm and staff in projects of similar scope and requirements; proven ability of Proposer's staff to provide required services; time commitment of Proposer's staff to the project.

Proposer shall furnish resumes of Proposer's Project Recruiter and other key personnel presently employed by the Proposer who will be assigned to the project. Project Recruiter shall have a minimum of five (5) years' of specific experience in the services required by the Scope of Services. Other key personnel shall have a minimum of three (3) years of specific experience in the services required by the Scope of Services. The Proposer's staff shall be identified and past experience of each, as it specifically relates to services required, shall be discussed. Experience outlined shall include recruitment of senior executives in Government and/or the Transportation Industry.

The Proposer shall submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the services required. Project management and key staff shall be identified and past experience of each, as it relates to this project, shall be discussed.

Details of specific experience for at least five (5) recruitments, similar to those described in the scope of services that have been completed by the Proposer within the last five (5) years including the name of client contact person, telephone number, physical address and a brief description of the compensation/classification services provided.

D. Organization and Management

The Proposer shall describe its organization and management policies and their application, to ensure accomplishment of the Project requirements. The Proposer shall describe the firm including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the areas addressed by this Request for Proposal will be brought to bear on the proposed work.

Provide the address of the office location that will service the account.

The Proposer shall provide a definition of responsibility and accountability for specific tasks and functions of key individuals within the Proposer's organization.

E. Required Attachments to Proposal

The Proposer shall submit with the Technical Proposal the completed Conflict/Non-Conflict of Interest Statement and Litigation Statement form, the completed Drug-Free Workforce form, and the completed Code of Ethics form

F. Presenting the Proposal

Type size shall not be less than 10 point for software generated proposals. The

and cover for the hard copy original will be at the Proposer's option. The Proposal shall be limited to ten (10) pages, single-sided, exclusive of the following:

- Cover Letter
- Front and back cover and divider sections
- Required forms to be completed
- Resumes
- Project List

It is recognized that existing documents or brochures, such as those that delineate the Proposer's general capabilities and past experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

3.2 INTERVIEW

The three (3) firms with the highest point total after evaluation of the first three criteria in 4.2 below will be shortlisted and requested to sit for an interview with the Committee. The interview will last approximately 30 minutes. Shortlisted firms who fail to participate in the interview will be considered non-responsive and eliminated from further consideration by the Committee. More than 3 firms may be shortlisted at the Committee's option. If less that 3 firms submit responses, the Authority, at its sole discretion, may elect to continue the selection process or re-advertise the project.

The standing of the firms will not be disclosed by the Committee. During the interview, the Committee will ask questions that will assist the Committee in evaluating the technical capability of the Proposer and key staff to provide the desired services. No audio/visual presentations will be allowed.

Interviews are tentatively scheduled for August 20, 2014, at the Authority's office. Interviews may be conducted by teleconference if requested by the Proposer. Proposers will be notified by the Authority of the time that the Proposer will be required to appear. The order of the interviews will be determined alphabetically by company name.

4.0 PROPOSAL SCORING

4.1 CRITERIA

Submittals shall demonstrate the firm's understanding of the required services. The submittal shall be sufficiently detailed to enable the Committee to ascertain that the firm understands the requirements and is able to furnish services of the scope and complexity specified. Responses that are limited to a statement of "will comply" or a similar statement, which does not describe how each requirement will be met, will receive no technical credit. Responses which are merely a copy of the stated requirements are not desired and will receive no credit. Discussion of the firm's past experience that is not germane to the specified services should not be included.

4.2 SCORING BY THE COMMITTEE

TECHNICAL PROPOSAL

	Criteria	Point Value
1.	Understanding and Approach	15
2.	Experience of Firm and Ability of Staff	25
3.	Organization and Management	25
4.	Interview	25
	Total Points	90

PRICE PROPOSAL

	Criteria	
1.	Total Price	10

To be considered responsive to the requirements for the Price Proposal, all required cost items must be entered on the Price Proposal and the summation of these cost items will represent the Proposal amount.

The lowest responsive and responsible Price Proposal will receive the maximum of 10 points. The other Price Proposals will receive scores based on the following formula: Low Price/Subject Price x 10 = Score. Example: If ABC, Inc., is the low price at $100,000 and XYZ, Inc., has a price of $110,000, the calculation would be: 100,000/110,000 x 10 = 9.09 points for XYZ, Inc. ABC, Inc., would receive the full 10 points for being the low price.

TOTAL MAXIMUM POINTS 100

5.0 AWARD OF THE CONTRACT

The Authority intends to award the Contract to the responsible and responsive Proposer whose proposal is determined to be the most advantageous to the Authority taking into consideration the criteria stated herein.

5.1 PROTEST PROCEDURE

Any person who is adversely affected by: (i) the requirements or scope of services contained in this RFP, (ii) a notice of an intended decision, or (iii) a notice of decision or decisions by the Authority, and who wants to protest the requirements or scope of services, the intended decision or decisions must comply with the proper procedures in the Central Florida Expressway Authority's Procedure for Resolution of Protests, Rule Chapter 3-1. Failure to comply with Rule Chapter 3-1 shall

constitute a waiver of any protest proceedings. Rule Chapter 3-1 is available for review upon request at the Authority's Office, 4974 ORL Tower Road, Orlando, Florida. A protest bond in the amount of $5,000.00 will be required to protest the RFP package and the requirements of the Scope of Services. A protest bond in the amount of $5,000.00, or 1% of the lowest Price Proposal submitted, whichever is greater, will be required to protest a Notice of Intent to Award or Notice of Intent to Reject.

5.2 CONTRACT EXECUTION

Following the protest period, the Authority and the successful Proposer will enter into a Contract establishing the obligations of both parties. The successful Proposer shall execute the Contract within 14 calendar days and return it to the Authority.

6.0 PUBLIC ENTITY CRIME INFORMATION STATEMENT

The following provisions of Section 287.133 (2)(a), Florida Statues, are applicable to this project:

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

7.0 CONFLICT/NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION STATEMENT

The Proposer shall complete and submit with the Technical Proposal the Conflict/Non-Conflict of Interest Statement and Litigation Statement form included at the end of this section. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

8.0 DRUG-FREE WORKPLACE POLICY

The Proposer shall have a Drug Free Workplace Policy. A copy of the Drug-Free Workplace Form included at the end of this section shall be completed and submitted with the Technical Proposal. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

9.0 CODE OF ETHICS

All firms selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.expresswayauthority.com. A copy of the Acknowledgement of Standard of Conduct and Code of Ethics Form included at the end of this section shall be completed and submitted with the Technical Proposal. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

10.0 EXHIBITS

Attached exhibits are:

A. Scope of Services
B. Method of Compensation
C. Price Proposal

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
EXECUTIVE SEARCH CONSULTANT
CONTRACT NO. 001053

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

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

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

_____
Company Name

By:_____

Title:_____

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF ADDENDUM
EXECUTIVE SEARCH CONSULTANT
CONTRACT NO. 001053

I (we) hereby acknowledge receipt of the following Addenda issued during the proposal period for the project:

Addendum No. _____ Dated _____ Proposer Initial_____
Addendum No. _____ Dated _____ Proposer Initial_____
Addendum No. _____ Dated _____ Proposer Initial_____
Addendum No. _____ Dated _____ Proposer Initial_____
Addendum No. _____ Dated _____ Proposer Initial_____

(Note: If addenda are issued, failure by the Proposer to submit this form with the Technical Proposal may be cause for rejection of the proposal as non-responsive.)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

[ ] The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statue 287.087 herby certifies that

_____ does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

_____
Proposer's Signature

_____
Date

EXHIBIT "A"

SCOPE OF SERVICES

EXECUTIVE SEARCH CONSULTANT

The executive search consultant shall provide the following services as a minimum but not limited to:

1. Conduct a national search for highly qualified candidates for the position of Central Florida Expressway Authority Executive Director, including outreach to encourage qualified applicants to apply.

2. Assist the Authority in preparing and placing advertisements for the position in appropriate publications.

3. Send out and receive all application materials and documents.

4. Review resumes for education, experience and qualifications followed by telephone interviews to clarify each applicant's experience and to prepare a written summary of the most promising candidates.

5. Conduct educational and criminal background checks on the most qualified candidates.

6. Evaluate candidates for serious consideration by conducting in-depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in relation to the job description prepared by the Authority.

7. Finalize a process with the Authority for interviews and coordinate candidate's participation in interviews.

8. Assist the Authority in developing a set of interview questions that reflect identified criteria and characteristics.

9. Notify rejected applicants.

10. Assist the Authority with contract negotiations with the top candidate.

11. Present updates in person to the Authority Board on a monthly basis.

12. If requested by the Authority, conduct an executive search for a Chief Financial Officer utilizing the scope of services herein at a negotiated fee.

EXHIBIT "B"
METHOD OF COMPENSATION
EXECUTIVE SEARCH CONSULTANT

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Consultant 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 Consultant will be paid at the rates 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 Consultant not more than once monthly. The Consultant shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to the Authority) to the Authority's Deputy Executive Director of Finance and Administration. The invoice shall include a breakdown of the work performed by the Consultant to verify the amount being requested for payment.

3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.

3.3 Consultant shall receive and accept the compensation and payment provided in its Price Proposal and the Contract as full payment for all labor, materials, expenses (including local travel costs defined as within 50 miles of the Authority's Headquarters Building), supplies and incidentals required to be provided by the Consultant in the Scope of Services.

3.4 The Consultant shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from the Authority.

3.5 Invoices may be submitted via email to billing@cfxway.com. Direct deposit of payment to the Consultant is available. If the Consultant elects to receive direct deposit of payments from the Authority, the Authority will provide the Consultant with the necessary Automatic Deposit Authorization Agreement form.

3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or it's designated representative. Any and all such payments previously withheld shall be released and paid to Consultant promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Consultant, 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 Deputy Executive Director of Finance and Administration, with the approval of the Consultant, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

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

5.0 PROJECT CLOSEOUT

Final Audit: The Consultant shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Consultant and any or all subcontractors to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such amounts are due to the Authority upon demand. Final payment to the Consultant shall be adjusted for audit results.

END OF SECTION

Exhibit C
PRICE PROPOSAL
EXECUTIVE SEARCH CONSULTANT SERVICES
CONTRACT NO. 001053

The Proposer shall complete the attached pages filling in the required information as follows.

The Proposer shall insert its name, address, telephone number, and submittal date on page C-2.

The Proposer shall complete page C-3 as required by signing under the appropriate category.

The Proposer shall insert its rates for Executive Search Consultant services, and insert the Total Proposal Amount on page C-4. The rates shall include all labor, materials, equipment, expenses (including local travel costs defined as within 50 miles of the Authority's Headquarters Building) and incidentals to perform the work as detailed in the Scope of Services.

Proposals shall be submitted only on the forms included in this Exhibit C. Any Proposal in which these forms are not used or are improperly executed will be considered non-responsive and the Proposal will be subject to rejection.

The Proposer expressly acknowledges and agrees that its submittal of a Price Proposal constitutes an irrevocable offer to contract with the Authority, creating an agreement upon the Authority's acceptance of the Price Proposal as meeting the requirements of the Proposal Submittal Requirements.

An original and one (1) copy of this Price Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Price Proposal and shall include the same information on the outside as shown for the Technical Proposal. Only one copy of the Price Proposal is required to have "original" signatures and unit prices. The "original" Price Proposal shall be so marked. The remaining copy of the Price Proposal can be exact photocopies of the "original".

Price Proposals of shortlisted firms will be opened after evaluation of the Technical Proposals has been completed.

PRICE PROPOSAL
EXECUTIVE SEARCH CONSULTANT SERVICES
CONTRACT NO. 001053

PRICE PROPOSAL OF

_____

(NAME)

_____

(ADDRESS) (TELEPHONE NUMBER)

Submitted _____

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services and Method of Compensation included in the RFP package. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services. We will fully complete all necessary work in accordance with the Scope of Services, Method of Compensation, and addenda, if any, and the requirements under them for the unit prices shown on the Price Proposal Sheet.

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price Proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

CORPORATION:

_____
Principal (Proposer)

By: _____
President or Vice President

Attest: _____
Secretary or Assistant Secretary
(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

_____
Principal (Proposer)

Signature:_____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

_____
Principal (Proposer)

_____
Signature: (1) Co-Partner or General Partner

_____
Signature: (2) Co-Partner or General Partner

Witness: (1)_____

Witness: (1)_____

Witness: (2)_____

Witness: (2)_____

(If Partnership, list names and addresses of each partner on separate sheet and attach.)

EXHIBIT "C"
EXECUTIVE SEARCH CONSULTANT
PRICE PROPOSAL SHEET

Services		Price*
A.	Preliminary Services	$_____
	Includes the cost to provide items 1, 2 and 3 in the Scope of Services.	
B.	Screening Services	$_____
	Includes the cost to provide items 4, 5 and 6 in the Scope of Services.	
C.	Interview Services	$_____
	Includes the cost to provide items 7 and 8 in the Scope of Services.	
D.	Post-Interview Services	$_____
	Includes the cost to provide items 9 and 10 in the Scope of Services	
E.	Monthly Updates	$_____
	Includes the cost to provide item 11 in the Scope of Services (Based on four (4) meetings)	
	Total Price Proposal Amount	$_____

*Price shall include all labor, materials, equipment, incidentals and expenses necessary to perform the work as detailed in the Scope of Services. (All travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061. Travel expenses incurred by candidates, if any, will be paid separately by the Authority and shall not be included in the Price Proposal.)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO:	All Planholders of Record
FROM	Claude Miller, Director of Procurement
DATE:	August 7, 2014
SUBJECT:	RFP-001053, EXECUTIVE SEARCH CONSULTANT - Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original proposal documents dated July 2014, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the proposer to disqualification. This Addendum consists of 1 page and the following attachment: CFX Executive Director Position Description.

RESPONSE TO QUESTION RECEIVED

1. The following questions were received from a potential proposer of record. The Authority's response follows the questions.

Q001: Is a position description available for the role of Executive Director? Are the role requirements and candidate background requirements listed anywhere?

R: Yes, see attached position description. This position description is currently being reviewed and updated. The updated version will be available prior to the beginning of the executive search.

END OF ADDENDUM NO. 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: February 8, 2010 (Revised February 22, 2012)

POSITION: Executive Director

DEPARTMENT: Executive

JOB SUMMARY

The Executive Director is the chief administrative and technical officer of the Agency and reports directly to the Authority Board. The Executive Director oversees all of the activities of the Agency and shall:

1. Provide the most convenient, safest and economical expressway possible with the limited resources allocated;
2. Establish and maintain effective communications with customers, Board members, employees, consultants and coordinating agencies:
3. Complete approved plans, programs and contracts as scheduled and budgeted;
4. Maximize benefits from funds expended; and
5. Fully implement the policies, systems, standards, and specifications adopted by the Authority.

PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Identify policy and planning issues and make recommendations for Board consideration.
2. Prepare and recommend programs and finance plans for expressway expansions and improvements.
3. Prepare and recommend programs and budgets for the operation and maintenance of existing facilities.
4. Direct and control Authority operations in accordance with approved policies, plans, programs and budgets.
5. Prepare and distribute periodic status reports comparing planned and actual accomplishments to the Board.
6. Report problems and corrective actions taken to the Board.
7. Provide public information programs to communicate expressway activities to customers.
8. Establish and maintain communication and coordination with appropriate local, state and federal agencies.
9. Provide employees with work plans, programs, budgets, and contracts.
10. Provide staff with timely decisions on policy, program and budget matters.
11. Provide adequate descriptions of staff responsibilities, authorities and scope of operations.
12. Approve contracts within the limits established by the Procurement Policy.
13. Provide the facilities and equipment needed for the effective day-to-day operation of the Authority's business.

MINIMUM EDUCATION, CERTIFICATION AND EXPERIENCE REQUIREMENTS

Education: Graduation from an accredited college or university with a Bachelor's Degree is required.

Experience: The Executive Director must have at least eight (8) years of experience in the effective financial and operational management of a highway system which experience preferably includes oversight of most or all of the following areas, planning, design, construction, maintenance, operations

and toll roads operations. This experience should include managing services provided directly by Authority employees as well as by employees of contractors.

REQUIRED SPECIAL STRENGTHS

- Proven executive level manager with a strength in finance (both capital and operations),
- Critical path project management,
- Effective operations and project management with both direct employees and consultants,
- An effective agent on behalf of the Authority with a variety of critical stakeholders including other governmental agencies, businesses, community leaders, customers and the media,
- Politically astute and sensitive,
- A visionary who is creative, innovative and proactive,
- A strong customer focus,
- Impeccable professional and personal ethics with a commitment to full transparency,
- Excellent verbal and written communications skills, including public speaking,
- A skillful negotiator.

License or Certificate: None required, however, a license by the State of Florida as a Professional Engineer would be a plus.

Required to provide and maintain proof of a valid Florida's driver's license and car insurance

TECHNICAL PROPOSALS
FOR
EXECUTIVE SEARCH CONSULTANT

CONTRACT 001053

DUE: AUGUST 11, 2014

COMPANY NAME

1.	Colin, Baenziger & Associates
2.	Harris, Rand & Lusk
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

OPENED BY: _____

WITNESSES: Diane McClary

_____

DATE: 8-11-14

TIME: 1:50

Note for the File

At the July 10th CFX Board meeting, Deputy Executive Director, Laura Kelley, briefed the board on identifying an Executive Search Consultant to assist in the recruitment of an Executive Director. A verbal authorization was provided by the Board to move forward with the process of hiring an Executive Search Consultant.

Robert Johnson

Manager of Procurement

Note for the File (2)

August 11, 2014

CFX Procurement department received two (2) proposals today; Colin Baenzigier & Associates, and Harris, Rand & Lusk in response to the solicitation for Executive Search Consultant Services; RFP-001053.

The solicitation was advertised in the Orlando Sentinel on July 27, 2014. The notification was also provided to all CFX procurement notification subscribers (approx. 600). Two of the procurement notification subscribers; Vendorlink and Prime Vendor, also became planholders of this solicitation. The significance of these two subscribers as planholders is that they are 3rd party providers utilized for the promulgation of solicitations to their subscribers.

Additionally, I sent out emails on July 25, 2014, notifying the following firms of the upcoming solicitation. These firms were obtained from Bloomberg/Business Week list of the world's most influential headhunters:

Russell, Reynolds Associates
Jay Gaines
Crist Associates
Korn/Ferry International
Savoy Partners
White, Roberts & Stratton

Upon the solicitation closing there were a total of 28 planholders.

As per the CFX procurement procedures manual, acting on behalf of the Procurement Director, I spoke with Deputy Executive Director, Laura Kelley and informed her that we had only received two (2) proposals.

A cancellation of the solicitation and rebidding for the purposes of obtaining further solicitations for this service would likely have a negative effect as this solicitation was initially solicited as a RFQ which two (2) responses were received. This RFP solicitation garnered a new proposer and one from the initial RFQ. The second respondent to the RFQ; 4Corners, chose not to submit a proposal for the RFP.

Based upon the wide spread notifications issued for this solicitation, the size of the services being requested, the monetary amount, and the need to fill the Executive Director position as quickly as the Board deems appropriate, I recommend the RFP continue with the evaluation and recommendation to the Board.

Deputy Executive Director, Laura Kelley concurred.

Robert Johnson
Manager of Procurement

Note for the File (3)

August 15, 2014

CFX Procurement department received two (2) proposals on August 11, 2014; Colin Baenzigier & Associates, and Harris, Rand & Lusk in response to the solicitation for Executive Search Consultant Services; RFP-001053.

Based on two (2) proposers submitting, and the policy requirement of shortlisting both firms, the shortlisting meeting scheduled for today will not be required.

Committee members will present their scores at the interview / evaluation meeting to be held August 20, 2014 commencing at 9:00a.m.

Robert Johnson
Manager of Procurement

RFP-001053 Committee Meeting August 20, 2014 Minutes

Evaluation Committee for **Executive Search Firm; Contract No. 001053,** held a duly noticed meeting on Wednesday, August 20, 2014, commencing at 10:00A.M. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Laura Kelley, Deputy Executive Director of Finance and Administration
Joe Berenis, Deputy Executive Director of Engineering, Operations, Construction & Maintenance
Joe Passiatore, General Counsel
Mimi Mederos-Lamaute, Paralegal

Other Attendees:
Robert Johnson, Manager of Procurement

Discussion
Robert commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the Committee members received and executed. Robert continued explaining the RFP process and the purpose of today's meeting was to conduct an evaluation of the technical proposals, interviews, evaluate the price proposals, and make a final recommendation.

General discussion ensued about the proposal submittals. Upon completion of the discussion, Committee members submitted their individual evaluation sheets for input into the final summary scoring sheet with the following results:

Firm	Score
Colin Baenziger & Associate	59.50
Harris Rand Lusk	60.25

Interviews:
Robert commenced each of interviews with an outline of the interview process. Robert stated the interview portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute. Laura Kelley provided an overview of Central Florida Expressway Authority (CFX) prior to each interview.

Colin Baenziger & Associate	10:23 – 10:52 a.m.
Harris Rand Lusk	11:03 – 11:33 a.m.

Upon completion of the last interview the recorder was stopped and the meeting was considered no longer closed to the public.

Evaluation Portion:
The committee members were given the opportunity to discuss the technical and interviews prior to submitting their evaluation forms. At 11:40 a.m., the committee members individually scored the interviews and submitted them to Robert for tallying. Robert Johnson tallied the score sheets

utilizing the raw scores assigned by each committee member and averaged the raw scores for each Proposal received. Attached are the individual score results.

Pricing, Total Points and Rankings

Upon completion of the evaluation of the technical portion, Robert opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements. See attached final summary sheet for pricing, total points and ranking results.

The Committee recommends the Board approve ranking and recommend award of the Agreement to the top ranked Proposer, Colin Baenziger & Associate.

There being no further business to come before the Committee, the meeting was adjourned at 11:52a.m. These minutes are considered to be the official minutes of the interview, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Wednesday, August 20, 2014.

Submitted by: _____

Robert Johnson, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

_____

Laura Kelley, Deputy Executive Director of Administration and Finance

Note for the File (4)

August 20, 2014

Upon opening and reviewing the Price proposal for Harris, Rand & Lusk, their price proposal was found to be submitted with flat fee's based on Executive salary ranges.

Joe Passiatore recommended we go ahead and utilize the applicable flat fee for scoring purposes.

Important to note that no matter which of the three (3) flat fees used, the final outcome would remain the same.

Accepting this price proposal as a minor irregularity or rejecting their bid due to a major irregularity, would not have affected the outcome.

Robert Johnson
Manager of Procurement

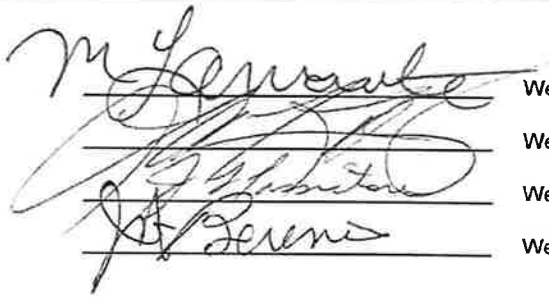
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL INDIVIDUAL SCORING

EXECUTIVE SEARCH CONSULTANT SERVICES, RFP-01053

Colon Baezinger & Associates	Laura Kelley	Joe Berenis	Joe Passiatore	Mimi Mederos-Lamaute
Understanding and Approach (15 points max.)	10	15	15	10
Experience of Firm and Ability of Staff (25 points max.)	20	25	24	23
Organization and Management (25 points max.)	25	25	23	23
Interview (25 points max.)	25	20	24	25
Total (Not to exceed 90)	80	85	86	81

Harris Rand Lusk	Laura Kelley	Joe Berenis	Joe Passiatore	Mimi Mederos-Lamaute
Understanding and Approach (15 points max.)	13	15	15	12
Experience of Firm and Ability of Staff (25 points max.)	25	25	23	22
Organization and Management (25 points max.)	25	20	22	24
Interview (25 points max.)	25	25	20	25
Total (Not to exceed 90)	88	85	80	83



Wednesday, August 20, 2014

Wednesday, August 20, 2014

Wednesday, August 20, 2014

Wednesday, August 20, 2014

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

EXECUTIVE SEARCH CONSULTANT SERVICES, RFP-01053

	Colon Baezinger & Associates		Harris Rand Lusk							
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE				PRICE	TECHNICAL	PRICE
Laura Kelley	80		88							
Joe Berenis	85		85							
Joe Passiatore	86		80							
Mimi Mederos-Lamaute	81		83							
TOTAL	332		336							
AVG. TECH. POINTS	83.00		84.00							

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Colon Baezinger & Associates	$26,000.00	10.00
Harris Rand Lusk	$55,000.00	4.73

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Colon Baezinger & Associates	83.00	10.00	93.00	1
Harris Rand Lusk	84.00	4.73	88.73	2

Committee Members: _____ Wednesday, August 20, 2014

_____ Wednesday, August 20, 2014

_____ Wednesday, August 20, 2014

_____ Wednesday, August 20, 2014

EXECUTIVE SEARCH CONSULTANT SERVICES **RFP 001053**

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

	Yes	No
1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal?	☐	☒
2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal?	☐	☒
3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal?	☐	☒
4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal?	☐	☒
5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over $100 from any entity, or a principal of any entity that may submit a proposal?	☐	☒
6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months?	☐	☒
7. Do you know of any reason that would impact your impartiality with respect to this solicitation?	☐	☒

If you answer yes to any of these questions, please explain below
Additional comments_____

_____

_____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, Joseph L Passiatore, hereby certify that I have read and understand the Central Florida
(Name)
Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.

Joseph L Passiatore
(Signature)

EXECUTIVE SEARCH CONSULTANT SERVICES RFP 001053

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

	Yes	No
1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal?	☐	☒
2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal?	☐	☒
3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal?	☐	☒
4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal?	☐	☒
5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over $100 from any entity, or a principal of any entity that may submit a proposal?	☐	☒
6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months?	☐	☒
7. Do you know of any reason that would impact your impartiality with respect to this solicitation?	☐	☒

If you answer yes to any of these questions, please explain below
Additional comments_____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, J. A. Berenis, hereby certify that I have read and understand the Central Florida
(Name)
Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.

J. A. Berenis
(Signature)

EXECUTIVE SEARCH CONSULTANT SERVICES **RFP 001053**

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

	Yes	No
1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal?	☐	☑
2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal?	☐	☑
3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal?	☐	☑
4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal?	☐	☑
5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over $100 from any entity, or a principal of any entity that may submit a proposal?	☐	☑
6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months?	☐	☑
7. Do you know of any reason that would impact your impartiality with respect to this solicitation?	☐	☑

If you answer yes to any of these questions, please explain below
Additional comments_____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, Nimi Lamaute, hereby certify that I have read and understand the Central Florida
(Name)
Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.

N. Lamaute
(Signature)

EXECUTIVE SEARCH CONSULTANT SERVICES **RFP 001053**

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

	Yes	No
1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal?	☐	☒
2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal?	☐	☒
3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal?	☐	☒
4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal?	☐	☒
5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over $100 from any entity, or a principal of any entity that may submit a proposal?	☐	☒
6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months?	☐	☒
7. Do you know of any reason that would impact your impartiality with respect to this solicitation?	☐	☒

If you answer yes to any of these questions, please explain below
Additional comments_____

_____

_____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, Laura Kelley, hereby certify that I have read and understand the Orlando-Orange County
(Name)
Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.

(Signature)

Sign-In Sheet

Interview - Harris, Rand & Lusk

Project Title: Executive Search Consultant Services
Contract #001053

Date: August 20, 2014
Time: 11:00 am - 11:30 am
Pelican Conference Room

COMPANY NAME	REPRESENTATIVE	CONTACT #	FAX #	EMAIL ADDRESS
HRL	CHRIS BOYLAN	917-273-7862		cboylan@harrisrand.com

Sign-In Sheet

Interview - Colin Baenziger & Associates

Project Title: Executive Search Consultant Services
Contract #001053

Date: August 20, 2014
Time: 10:15 am - 10:45 am
Pelican Conference Room

COMPANY NAME	REPRESENTATIVE	CONTACT #	FAX #	EMAIL ADDRESS
Colin Baenziger + Assn	Colin Baenziger	321-707-3537	888-635-2430	Colin@cb-assn.com
" "	Rick Conner	915-227-7002		rick@ " "

(Contract form currently under review by General Counsel.)

SERVICES CONTRACT

THIS CONTRACT is made this _____ day of _____, 2014 by and between the Central Florida Expressway Authority, Florida (herein after, the "**AUTHORITY**"), and **COLIN BAENZIGER & ASSOCIATES**, doing business as a CONTRACTOR, hereinafter the **"CONTRACTOR" OR 'CB&A"**.

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide EXECUTIVE SEARCH SERVICES FOR THE SELECTION OF THE EXECUTIVE DIRECTOR in accordance with the Contract Documents.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.

3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS within 10 calendar days after the receipt of the written Notice to Proceed and will complete the same in 120 days unless an extension is granted by Authority

4. **SCOPE OF SERVICES:** The services to be performed will include but not be limited to the following:

    a. Assist the Authority to develop a strategy and process for carrying out the recruitment of a Executive Director, including outreach to encourage applicants from diverse backgrounds to apply.

    b. Identify potential contacts and conduct personal outreach recruiting to include posting the position through national channels. Preparing and placing advertisements for the position in appropriate publications

    c. Review resumes for background and qualifications followed by telephone and/or video interviews to clarify each applicant's experience and to prepare a written summary of candidates with the most promising qualifications for the position.

    d. Evaluate candidates for serious consideration by conducting in depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in personal dimensions identified by the job description as well as the contractor's interviews with stakeholders.

    e. Finalize and participate in a process with the Authority for interviews and coordinate candidates' participation in interviews.

    f. Debrief with the Authority following interviews and identify additional candidates if necessary.

    g. Verify selected candidates' educational background, and conduct criminal, financial, media and civil litigation checks.

h. In the event politically sensitive or potentially embarrassing issues arise from the candidates' background, conduct in-depth interviews with the principle parties to clarify and to provide adequate background and explanation of the event to the Authority.

i. Notify rejected applicants.

The Scope of Services set forth in Contractor's Proposal is attached as Attachment A and made a part of Contract Documents and is incorporated as if fully set forth herein.

5. The Contractor **agrees** to perform all of the work described in the contractor's documents for the following prices:

Phase I: Needs Analysis / Information Gathering	$4,000
Phase II: Recruiting	$10,000
Phase III: Full Background Checks	$9,000
Phase IV: Interview Process Coordination / Director Selection	$1,500
Phase V: Negotiation and Continuing Assistance	$1,500
Total	$26,000

Cost of each phase is inclusive of all the Contractor's expenses and costs.

Additional services outside Phase I - V will be charged at $125 per hour. No such services are anticipated and none will be performed without prior approval from the Authority.

6. **WARRANTY:** Provided the Contractor conducts the full search (Phases I-V – see the preceding section, Section 5) and the Authority selects from among the candidates recommended by the Contractor, the Contractor will warrant the following:

a. The Contractor will not approach the selected candidate concerning any other position as long as the individual is employed by the Authority
b. If the selected individual leaves for any reason other than an act of God (for example, total incapacitation or death) within the first year, Contractor will repeat the search at no charge. If selected individual departs during the second year for any reason other than an act of God, Contractor will repeat the search for the reimbursement of expenses only.
c. If Authority is not satisfied with any of the candidates Contractor presents, Contractor will repeat the search until the Authority is satisfied.
d. The price is guaranteed and will be not be exceeded for any reasons, even if conditions change after the contract is executed.

Should the Authority desire to have the warranty for the selected candidate, it must notify the CONTRACTOR prior to the selected candidate beginning work for the Authority.

7. This Contract **may be terminated** by the Authority for its convenience upon thirty (30) days prior written notice to the Contractor. In the event of termination, the Contractor shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract as determined by the Authority. Such amount shall be paid by the Authority after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.

8. The Term "**Contract Documents**" shall include this Contract, the Contractor's formal presentation submitted to the Authority (included as Attachment A) and the Project Schedule

(included as Attachment B). In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.

9. **Assignment:** This Contract may not be assigned except with the written consent of the Authority, and if so assigned, shall extend and be binding upon the successors and assigns of the Contractor.

10. **Disclosure:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.

11. **Administration of Contract:** The _____ shall administer this Contract for the Authority.

12. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the state wherein the Authority is located. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in the county where the client is located. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.

13. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

14. **Payments:** Authority shall make payment within ten (10) days of the Authority's receipt of an invoice from the Contractor unless, within the Authority notifies Contractor in writing of its objection to the amount of such invoice, together with Authority's determination of the proper amount of such invoice. The Parties shall resolve undertake to resolve any disputed portion of such invoice within such thirty (30) day period. If after thirty (30) days there is no resolution between the parties, the Authority's determination shall be final.

15. **Contractor's Representations:** In order to induce Authority to enter into the Contract, the Contractor represents that it has demonstrated knowledge and experiences in the performing executive searches for key personnel for local governments.

16. **Indemnity:** To the extent permitted by law, the Contractor shall indemnify and hold harmless the Authority, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and any persons employed or utilized by Contractor in the performance of this Contract.

17. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

18. **Project Records:** The Contractor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting

principles, and the Authority reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made, and shall be readily available to Authority personnel with reasonable notice, and to other persons in accordance with the applicable state statutes.

19. **Insurance:** Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:

a. These insurance requirements shall not limit the liability of the Contractor. The Authority does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for professional liability, the Contractor's insurance policies shall be endorsed to name the Authority as an additional insured to the extent of the Authority's interests arising from this Contract.

c. The Contractor waives its rights of recovery against the Authority, to the extent permitted by its insurance policies. The Contractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the Authority. They shall be reduced or eliminated at the option of the Authority. The Contractor is responsible for the amount of any deductible or self-insured retention.

d. The Authority recognizes that under Florida law the Contractor is not required to carry Workers' Compensation Insurance since it has less than three employees.

e. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of $1,000,000 per occurrence and for Property Damage of at least $1,000,000 per occurrence.

f. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of $1,000,000 and a minimum Property Damage Limit per accident of $1,000,000.

g. Within ten days of commencing any Work under this Agreement, Contractor shall submit a Authority certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to Authority, and shall also specify the date such benefits and insurance expire. Contractor agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by Authority.

h. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Contractor's liability under this Agreement.

20. **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any

contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

21. **Entire Agreement**: This Contract and Contract Documents constitute the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in **two** counterparts which shall be deemed an original on the date last signed as below written:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, FL

Signature:

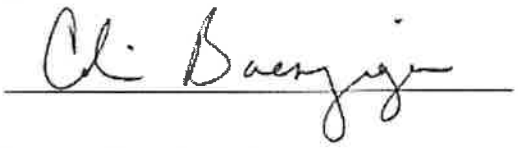
_____

Typed Name:_____ Date:_____

Title:_____

CONTRACTOR: Colin Baenziger & Associates

Signature:



Typed Name: Colin Baenziger Date: August 25, 2014

Title: Owner and Principal

CONSENT AGENDA ITEM

#2

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Members of the Board
Central Florida Expressway Authority

FROM: Issuer's Counsel
Shutts & Bowen LLP

DATE: August 25, 2014

RE: Memorandum of Agreement with the Florida Department of Transportation and the Florida Department of Financial Services Providing for the Central Florida Expressway Authority's $230,000,000 Contribution to the Interstate-4/State Road 408 Interchange Project to be held in an Interest-Bearing Escrow Account

The Board of the Orlando-Orange County Expressway Authority ("OOCEA" or "Authority"), on August 29, 2012, passed a motion to appropriate $230,000,000 as its funding contribution to the I-4/S.R. 408 Interchange Project, with a payment schedule of: $75,000,000 in July 2017, $75,000,000 in July 2018 and $80,000,000 in July 2019.

Management and legal counsel for OOCEA and the Florida Department of Transportation ("FDOT") negotiated an Interlocal Agreement to memorialize the terms and conditions for the $230,000,000 funding contribution. The Interlocal Agreement, attached hereto as Attachment 2, was approved by the OOCEA Board on June 9, 2014, and entered into by the parties on June 16, 2014. Some of the key elements of that Interlocal Agreement included: (1) FDOT's certification that the estimated remaining cost of constructing OOCEA's portion of the I-4/S.R. 408 Interchange Project exceeds the $230,000,000 in contribution payments; (2) FDOT's agreement to share with the Authority ten percent of the availability payment savings, if any, realized from the awarded Concession Agreement on the I-4 Ultimate Project over a projected 35-year period; (3) the Authority not being responsible for, nor FDOT being allowed to request, additional funding contributions for any costs of the I-4/S.R. 408 Interchange Project or the I-4 Ultimate Project, including change orders or other cost overruns, (4) the Authority agreement to include the contribution payments in the current and all future annually adopted Five-Year Work Plans until all contribution payments have been made.

Pursuant to the Interlocal Agreement, the contribution payments by the Authority are to be made directly to the State of Florida, Department of Financial Services, Division of Treasury ("DFS") for deposit into an interest bearing escrow account under which DFS will hold the funds and disburse them to FDOT as directed. FDOT and the Authority agreed to negotiate in good faith the terms of a mutually agreeable Memorandum of Agreement to be entered into with DFS for the establishment of the interest bearing escrow account and its responsibilities as escrow agent.

The parties have negotiated the form of the Memorandum of Agreement ("MOA") attached hereto as Attachment 1. The MOA provides: for the establishment of an interest bearing escrow account with DFS; that FDOT's comptroller is the sole signatory on the account and will provide instructions to DFS for withdrawals in accordance with the terms of the Interlocal Agreement; that the account will be invested in accordance with Section 17.61(1), Florida Statutes; that the investments will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes; that all interest will accumulate to the account for the purposes the I-4/S.R. 408 Interchange Project; if there is a deficiency in the account for purposes of making any refund to the Authority of any contribution payments in accordance with the Interlocal Agreement, which deficiency resulted from fees assessed by DFS, that FDOT is responsible for covering the difference (which if greater than $25,000, will be subject to the provisions of Section 339.135(6)(a), Florida Statutes).

It is recommended the Board approve the form of the Memorandum of Agreement attached hereto as Attachment 1 and authorize its execution by the Chairman.

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

Consent Agenda 09/11/14

ORLDOCS 13594261 1

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT", the Central Florida Expressway Authority (formerly the Orlando-Orange County Expressway Authority), hereinafter referred to as "Participant", and the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "Escrow Agent", and shall become effective upon the agreement's execution by Escrow Agent.

WITNESSETH

WHEREAS, "FDOT" is to construct the following project:

Main Financial Project #:	432193-1-52-01
Project Description:	I-4/S.R. 408 Interchange Project
County:	Orange

hereinafter referred to as the "Project"; and

WHEREAS, FDOT and the Orlando-Orange County Expressway Authority entered into an Interlocal Agreement dated June 16, 2014 (the "Interlocal Agreement") providing, in part, for the Participant to make a monetary contribution of $230 million to fund a portion of the Project, the installment payments of which are to be deposited into an interest bearing escrow account; and

WHEREAS, pursuant to Section 348.753(2)(a), Florida Statutes, the Central Florida Expressway Authority has assumed the governance and control of the Orlando-Orange County Expressway Authority System and has immediately succeeded to and assumed the powers, responsibilities, and obligations of the Orlando-Orange County Expressway Authority, which would include those under the Interlocal Agreement; and

WHEREAS, FDOT and Participant desire to establish such escrow account for the Project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. Participant will make deposits of the contribution payments into the interest bearing escrow account established hereunder for the purposes of the Project. Said escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. The contribution payments will be delivered in accordance with instructions provided by the Escrow Agent to the Participant for deposit into the escrow account.

3. FDOT's Comptroller or designee shall be the sole signatories on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from said account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided by FDOT's Comptroller or designee. FDOT agrees that all such instructions provided by FDOT's Comptroller or designee to the Escrow Agent shall be in accordance with and for the purposes set forth in the Interlocal Agreement, including with respect to any refund of contribution payments made by the Participant as described in Sections

9, 13 and 25 of the Interlocal Agreement.

4. Moneys in the escrow account will be invested in accordance with Section 17.61(1), Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while they are invested. There is no guaranteed rate of return. Investments will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of such investments shall accrue to the escrow account. Subject to paragraph 10 herein, FDOT agrees that in the unlikely event of having to refund the contribution payments made by the Participant as described in Sections 9, 13 and 25 of the Interlocal Agreement, FDOT will be responsible to cover the difference between (a) the required refund amount and (b) the balance in the escrow account at the time of such refund, the difference resulting from the fees assessed to the escrow account in accordance with Section 17.61(4)(b), Florida Statutes (such amount hereafter referred to as the "Deficiency").

5. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

6. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon receipt.

7. The Escrow Agent further agrees to provide quarterly reports to FDOT. FDOT agrees to provide a copy of such quarterly reports to Participant within fifteen (15) days of receipt from the Escrow Agent.

8. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

9. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements, including the Interlocal Agreement, between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

10. To the extent the Deficiency as defined in paragraph 4 above is in excess of twenty-five thousand dollars ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows with the term "department" meaning FDOT:

> "The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

11. Paragraph 10 herein only applies to the Deficiency and to the extent the Deficiency exceeds $25,000.00 and does not affect, impede or restrict the obligations or authority of FDOT or the Escrow Agent as and when instructed by FDOT's Comptroller or designee, in making a refund directly to the Participant of the balance of the contribution payments on deposit in the escrow account as required by the provisions of the Interlocal Agreement.

12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. This Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent and Participant that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name and Title

Federal Employer I.D. Number

Date

Legal Review:

APPROVED AS TO FINANCIAL TERMS
AND FUNDS ARE PROGRAMMED

Office of the Comptroller

For Escrow Agent (signature)

Name and Title

Date

INTERLOCAL AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY FOR THE LOCAL FUNDING CONTRIBUTION TO THE INTERCHANGE PROJECT AT INTERSTATE HIGHWAY 4 AND STATE ROAD 408

This **INTERLOCAL AGREEMENT** ("Agreement"), entered into this 16th day of June, 2014, between the **FLORIDA DEPARTMENT OF TRANSPORTATION,** an agency of the State of Florida ("DEPARTMENT") and the **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the State of Florida, created pursuant to Chapter 348, Part III, Florida Statutes ("AGENCY").

RECITALS:

A. On July 27, 2012, DEPARTMENT staff presented to the governing board of the AGENCY an analysis of the DEPARTMENT's proposed cost sharing for the reconstruction of the Interchange at Interstate Highway 4 ("I-4") and State Road 408 ("SR 408"), including without limitation the mainline, ramps, widened (or replaced) viaduct, right-of-way, landscaping and the scope of services set forth in Exhibit "A" hereto (collectively, the "Interchange Project"), necessitated by the DEPARTMENT's undertaking of the overall Financial Management ("FM") Number 432193-1-52-01 project ("I-4 Ultimate Project") to accommodate the bridging of I-4, the new width, and express lanes of I-4; and

B. The AGENCY contributed over $57,000,000 toward the cost of the Interim I-4 Interchange at SR 408 (FM Numbers 242484-2-43-01, 242484-2-52-01, 242484-2-62-01 and 242484-2-56-01 (the "Interim Project")) which the DEPARTMENT completed in 2009. The DEPARTMENT has requested an additional contribution of $230,000,000 from the AGENCY to complete the Interchange Project based on the DEPARTMENT's 2012 total estimated cost of $626,503,374; and

C. On August 29, 2012, the AGENCY's governing board unanimously passed a motion to contribute an upset limit of $230 million toward the Interchange Project to be appropriated as payments of $75 million in the Fiscal Year beginning July 1, 2017, $75 million in the Fiscal Year beginning July 1, 2018, and $80 million in the Fiscal Year beginning July 1, 2019, with any availability payment savings resulting from the DEPARTMENT's final Concession Agreement for the I-4 Ultimate Project being shared on an equal percent basis with the AGENCY; and

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06/20/2014 01:21:12 PM Page 1 of 20
Rec Fee: $171.50
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: CENTRL FL EXPRESSWAY AUTH

JUN 30 AM 11:01

D. The DEPARTMENT is now prepared, in accordance with its Adopted Five Year Work Program, to undertake the I-4 Ultimate Project, including the Interchange Project and intends to enter into that certain Concession Agreement, Contract #E5W13 ("Concession Agreement"), with I-4 Mobility Partners ("Concessionaire"), expecting to commence construction of the I-4 Ultimate Project in early 2015; and

E. The DEPARTMENT has now requested that the terms and conditions of the AGENCY contribution to the Interchange Project be memorialized into this Agreement; and

F. The AGENCY, understanding that the availability of the contribution payments is predicated on the current adopted toll policy and toll schedule identified in Chapter 2-9, Section 2-9.001 of the AGENCY's Policies and Procedures, is willing to make the commitments set forth herein and has determined that such contribution toward the Interchange Project will serve the public's interest and the best interests of the AGENCY.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. This Agreement is entered into by the DEPARTMENT and the AGENCY under the authority of Section 163.01, Florida Statutes. The parties hereto find the Recitals set forth above to be true and correct and agree they are incorporated herein by this reference.

2. The DEPARTMENT hereby certifies that the estimated remaining costs of constructing the "AGENCY's portion of the Interchange Project" (meaning the Interchange Project excluding the I-4 mainline and the I-4 eastbound and westbound ramps to SR 408 eastbound and westbound) exceeds the $230,000,000 in contribution payments to come from the AGENCY.

3. The DEPARTMENT agrees to share with the AGENCY ten percent (10%) of the availability payment savings, if any, realized from the awarded Concession Agreement on the I-4 Ultimate Project over a projected 35 year period. The availability payments will commence on substantial completion of the I-4 Ultimate Project. The availability payment savings will be those savings, if any, realized in comparison to the DEPARTMENT's upset limit detailed in Exhibit "B" hereto. The DEPARTMENT and the AGENCY will reconcile the payments with respect to any availability payments savings realized every ten (10) years and make payment of said savings, commencing with the tenth anniversary of the date of substantial completion of the I-4 Ultimate Project, and with a final reconciliation on the date of the payment of the final availability payment for the I-4 Ultimate Project.

4. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all obligations of the parties hereto, unless otherwise expressly provided herein. Subject to the provisions of this Agreement, the DEPARTMENT agrees to construct the Interchange Project. The DEPARTMENT agrees not to amend the Interchange Project without the prior written consent of the AGENCY.

5. The AGENCY previously provided concept drawings ("OOCEA Concepts") of the Interchange Project to the DEPARTMENT for review and consideration. The DEPARTMENT has determined that the OOCEA Concepts and the I-4 Ultimate Project design plans are consistent and has agreed to incorporate the OOCEA Concepts into its plans for the I-4 Ultimate Project and the Request for Proposals therefor. As outlined in Paragraph 19 of this Agreement, the AGENCY agrees to retain consultant representatives to be used throughout the construction duration of the Interchange Project and for a sufficient time after completion of construction to provide consultation to the DEPARTMENT concerning any design and construction issues involving the Interchange Project. Any and all costs associated with the AGENCY's consultant representatives shall be the sole responsibility of the AGENCY.

6. The AGENCY previously provided design and construction specifications for the AGENCY's portion of the Interchange Project ("OOCEA Design Criteria") to the DEPARTMENT for review and consideration. The DEPARTMENT reviewed the OOCEA Design Criteria and determined them to be in conformance with the DEPARTMENT's requirements and feasible for incorporation into the I-4 Ultimate Project. The DEPARTMENT has incorporated the OOCEA Concepts and the OOCEA Design Criteria into the Request for Proposals dated January 10, 2014 for the I-4 Ultimate Project ("RFP"). The DEPARTMENT and the AGENCY acknowledge and agree that the Interchange Project will be constructed pursuant to the requirements of the Concession Agreement, including the OOCEA Concepts and the OOCEA Design Criteria made part of Volume III of Addendum #2 of the RFP. In addition, on January 28, 2014, the AGENCY sent a letter to the DEPARTMENT requesting approval for the exclusive use of certain sole source procurement materials and/or products to be utilized as part of the Interchange Project. By letter dated May 21, 2014 (which letter is attached hereto as Exhibit "C"), FHWA has approved the request. The DEPARTMENT agrees to utilize such materials and products as part of the Interchange Project as approved by FHWA in Exhibit "C."

7. The DEPARTMENT's Concessionaire shall perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may

be applicable, as related to the Interchange Project. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by Concessionaire, at such times, in such manner, under such conditions, and pursuant to such requirements, specifications and standards as are made part of the Concession Agreement. The AGENCY shall not have any jurisdiction or control over the DEPARTMENT's activities, except as specifically stated in Paragraph 8 of this Agreement. In addition to the terms outlined in Paragraph 19 of this Agreement, the AGENCY shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

8. Upon completion of the Interchange Project and subject to the AGENCY's inspection and final acceptance, the AGENCY shall have ownership and be immediately responsible for the perpetual maintenance of the SR 408 mainline portion of the Interchange Project, while the DEPARTMENT shall remain responsible for the perpetual maintenance of all ramps to and from the SR 408 portion of the Interchange Project. The perpetual maintenance of the ramps may, at the DEPARTMENT's sole discretion, be performed by the Concessionaire during the term of the Concession Agreement and, thereafter, shall be performed by the DEPARTMENT. The level of maintenance of the ramps shall be to the standards set forth in the Concession Agreement. If the AGENCY determines that the DEPARTMENT, or the Concessionaire, does not maintain the ramps at the AGENCY's level of maintenance standards, the AGENCY will notify the DEPARTMENT in writing specifying the maintenance deficiency. The DEPARTMENT will meet with the AGENCY regarding the notice and shall develop and implement a corrective action plan acceptable to the AGENCY in a timely manner. The perpetual maintenance by the AGENCY of the SR 408 mainline portion of the Interchange Project will be in coordination with and in accordance with the mainline maintenance specified in the Master Highway Maintenance Agreement (Department Contract ANT-85) dated January 1, 2005, as amended or supplemented from time to time ("Master Agreement"), and the parties hereby agree to amend the Master Agreement to, among other things, add the SR 408 mainline portion of the Interchange Project as a "Subject Road" thereunder. The DEPARTMENT agrees to require the Concessionaire to provide representations, warranties and guarantees as provided in Volume I, Section 4.14 of the RFP for all portions of the Interchange Project conveyed or otherwise transferred to the AGENCY upon completion. Additionally, in each event where the AGENCY so directs the DEPARTMENT in writing from time to time, the DEPARTMENT shall exercise and enforce its rights under the Concession Agreement with respect to the "value-added" specifications concerning the Interchange Project. This Paragraph 8 shall survive the expiration or termination of this Agreement.

9. Contribution payments by the AGENCY toward the Interchange Project will be made in accordance with and subject to the following:

(A) The AGENCY will make a total contribution to the DEPARTMENT in the amount of $230,000,000 over a period of three consecutive Fiscal Years as specified in the Schedule of Agency Contribution of Funding, Exhibit "D;" provided, however, that the timing of the first scheduled payment by the AGENCY is contingent upon the actual physical construction of the Interchange Project having commenced beyond mere site clearing and grading ("Commencement of Construction"). If Commencement of Construction has not occurred at the time of the first scheduled payment under the Schedule of Agency Contribution of Funding, the first scheduled payment shall not be due until thirty (30) days following the date the DEPARTMENT has certified the Commencement of Construction. For purposes of this Agreement, "Fiscal Year" shall mean July 1 through and including June 30 of the following calendar year.

(B) The payment of funds by the AGENCY pursuant to this Agreement will be made directly to the State of Florida, Department of Financial Services, Division of Treasury ("DFS") for deposit into an interest bearing escrow account under which DFS will hold the funds and disburse them to the DEPARTMENT or at the DEPARTMENT's direction as provided in this Agreement. The DEPARTMENT and the AGENCY agree to work in good faith to negotiate the terms of a mutually agreeable Memorandum of Agreement to be entered into with DFS to provide for, among other things, the establishment of the interest bearing escrow account (the "MOA"). The DEPARTMENT agrees that the $230,000,000 contribution from the AGENCY is a reasonable cost estimate of the AGENCY's portion of the Interchange Project and that the AGENCY shall not be responsible for, nor shall the DEPARTMENT request, additional funding contributions from the AGENCY for any costs of the Interchange Project or the I-4 Ultimate Project, including change orders or other cost overruns.

(C) The DEPARTMENT may, at any time and at any stage, terminate the Interchange Project if the DEPARTMENT determines that such action is in the best interest of the public. If the Interchange Project is terminated, the DEPARTMENT shall promptly, but in no event later than fifteen (15) days following the termination of the Interchange Project, give notice of its action to the AGENCY and within ten (10) days of written request from the AGENCY instruct the DFS to draw from the interest bearing escrow account established pursuant to the MOA and refund directly by wire transfer to

the AGENCY, within forty-five (45) days from the date of such instruction by the DEPARTMENT, the contribution payments made by the AGENCY or the applicable portion thereof for which the DEPARTMENT has not incurred any construction costs for the AGENCY's portion of the Interchange Project as of the date of the termination of the Interchange Project, plus all accrued interest in the escrow account, and the AGENCY shall be discharged and released of any obligations to make any future contribution payments toward the Interchange Project.

(D) The DEPARTMENT and the AGENCY agree that the contribution payments deposited into the interest bearing escrow account established pursuant to the MOA, plus all accrued interest in the escrow account, shall be an asset of the DEPARTMENT for the cost of the work on the Interchange Project; provided, however, upon DFS's receipt of an instruction from the DEPARTMENT to refund directly by wire transfer to the AGENCY the contribution payments or applicable portion thereof, plus all accrued interest in the escrow account, that are subject to refund as provided in Subparagraph 9(C) herein shall be considered an asset of the DEPARTMENT only for purposes of DFS acting on such instruction from the DEPARTMENT and the contribution payments or applicable portion thereof, plus all accrued interest in the escrow account, to be refunded shall be considered held for the benefit of the AGENCY (as the PARTICIPANT under the MOA) until refunded.

(E) The AGENCY agrees to include all of the contribution payments as set forth in Subparagraph 9(A) in current and future AGENCY annually adopted Five-Year Work Plans until all contribution payments have been made in accordance with the terms and conditions hereunder. To the extent that the contribution payments are not made from proceeds of any bonds, notes or other form of indebtedness issued by the AGENCY under and pursuant to any resolution authorizing the issuance thereof for purposes authorized in Chapter 348, Florida Statutes, the AGENCY's obligations with respect to the $230,000,000 in contribution payments shall at all times be subordinate to any payment obligations of the AGENCY with respect to such bonds, notes or other form of indebtedness.

10. The AGENCY is entitled to Construction Closure Adjustments assessed to the Concessionaire, as set forth in the DEPARTMENT's Concession Agreement, due to SR 408 mainline and ramp closures resulting from the construction of the Project. The AGENCY may deduct these assessed Construction Closure Adjustments for FY 2015 and 2016 from its July 1,

2017 payment, and the assessed Construction Closure Adjustments for FY 2017 from its July 1, 2018 payment, and the assessed Construction Closure Adjustments for FY 2018 from its July 1, 2019 payment to the DEPARTMENT. Any SR 408 mainline Construction Closure Adjustments occurring after the final payment made by the AGENCY under this Agreement will be remitted to the AGENCY upon the DEPARTMENT's payment of its First Final Acceptance Payment to the Concessionaire.

Pursuant to Volume II, Section 2, T.3 of the RFP, if the AGENCY's Intelligent Transportation System (ITS) is damaged by the Concessionaire, the DEPARTMENT will direct its Concessionaire to repair the AGENCY's ITS. The DEPARTMENT is not responsible for any costs associated with damage to the AGENCY's ITS.

11. Additionally, the DEPARTMENT will remit to the AGENCY any fine assessed against the Concessionaire and received by the DEPARTMENT under the Concession Agreement arising from the construction of the Interchange Project, including, without limitation, fines with respect to any special provisions set forth in Volume III of the RFP.

12. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The AGENCY may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT. Upon completion of the Interchange Project, the DEPARTMENT shall provide to the AGENCY for its records copies of all shop drawings, final design and construction plans, product specifications, final engineering reports, record drawings and as-builts for the Interchange Project. Upon completion, the DEPARTMENT shall convey to the AGENCY title to all property within the limited access right-of-way associated with the AGENCY's portion of the Interchange Project.

13. The parties agree that in the event funds are not appropriated by the Florida Legislature to the DEPARTMENT for the Interchange Project, this Agreement may be terminated by the DEPARTMENT, which shall be effective upon the DEPARTMENT giving written notice to the AGENCY to that effect. In such event, the AGENCY shall be entitled to a refund in accordance with Subparagraph 9(C) herein.

14. The DEPARTMENT agrees to require the Concessionaire to release, indemnify and hold harmless the AGENCY as provided in Volume I, Section 17.4 of the RFP.

15. The DEPARTMENT and the AGENCY each expressly reserve, and specifically do not waive by this Agreement, any and all rights of action, in law or in equity, for any claim or cause of action whatsoever that either may have against the other, or against any person or entity not a party to this Agreement.

16. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

17. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect. The DEPARTMENT and the AGENCY shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provision.

18. The DEPARTMENT shall file a complete executed copy of this Agreement with the clerk of the circuit court of Leon County, Florida. The AGENCY shall file a complete executed copy of this Agreement with the clerk of the circuit court of Orange County, Florida.

19. The DEPARTMENT is responsible for all direction of its Concessionaire through its construction oversight services ("COS") consultant. The AGENCY shall be entitled to have two (2) representatives stationed at the main office for the project, co-located with the COS. Relating specifically to the Interchange Project, the AGENCY representative(s) shall at a minimum be invited to all regularly scheduled progress meetings, provide input to the DEPARTMENT on shop drawing submittals, be consulted on requests for information, be authorized to perform reasonable independent assurance testing as coordinated with the DEPARTMENT and remain informed of the day to day operations of the Concessionaire. The AGENCY shall not directly communicate with the DEPARTMENT's Concessionaire unless the DEPARTMENT or its COS is present. All communications between the AGENCY and the DEPARTMENT's Concessionaire shall be conducted through the DEPARTMENT's COS. Nothing in this Paragraph 19 shall be construed to authorize the AGENCY to give any instructions to the DEPARTMENT's Concessionaire.

20. Notices under this Agreement shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by email communication (immediately followed by a confirmation of receipt to be effective) to the following addresses (or to such other address as may from time to time be specified in writing by such person):

DEPARTMENT

State of Florida, Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399
Attn: Secretary
PH: (850) 414-5216

With a copy to:
State of Florida, Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399
Attn: General Counsel

AGENCY

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
PH: (407) 690-5000

With a copy to:
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
PH: (407) 690-5000

21. This Agreement is binding on the parties' successors and/or assigns.

22. This Agreement may only be modified in writing and duly executed by the parties or their respective successors or assigns.

23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

25. Paragraph 24 does not, and shall not be construed to, in any way affect, impede or restrict the obligations or authority of the State of Florida, Department of Financial Services, Division of Treasury in making a refund directly to the AGENCY when required by the provisions of this Agreement and/or the MOA.

26. Attached as Exhibit "E" is a graphic depiction of the Interchange Project.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____

Name: Walter A. Ketcham, Jr.

Title: Chairman

Date: 6/11/14

Attest: _____
Executive Secretary

Legal Review: _____
General Counsel

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: Ananth Prasad, P.E.

Title: Secretary

Date: 6/16/14

Legal Review: _____
Special Counsel

Financial Provision Approval by Office of Comptroller: _____

Exhibit "A"

SCOPE OF SERVICES

FM#: 432193-1-52-01

FDOT's I-4 Ultimate Project encompasses reconstruction of approximately 21 miles of Interstate 4 [State Road 400] (I-4) from Kirkman Road in Orange County to SR 434 in Seminole County and will add Managed Lanes (Express Lanes) in the I-4 corridor. In the middle of the project lies the I-4 at State Road (SR) 408 interchange. During the I-4/408 Interim Interchange Project FDOT and OOCEA partnered to reconstruct part of this major interchange, most of the work done at this time was to rebuild the ramps from SR 408 to I-4. The I-4 Ultimate Project completes the reconstruction of this interchange. A cost estimate was done to determine the work remaining within the interchange; a logical split between OOCEA and FDOT was developed and agreed upon. This Agreement sets forth the terms and conditions associated with OOCEA's contribution to the I-4 Ultimate Project. Specifically, the work outlined below is known as the Interchange Project in the Agreement.

Mainline SR 408 Improvements

- Improvements are being made to the mainline of SR 408. These improvements include the reconstruction of the SR 408 bridges over I-4 (commonly called the viaduct). The bridges are being constructed to accommodate the new width of I-4 as well as to facilitate the improved geometry and movements between the two major roadways.
- There are widening and access improvements being made to the SR 408 mainline east and west of the interchange proper. These improvements are being made to better facilitate access (traffic and weaving movements) for the ramps off of and onto SR 408.
- All existing hardscape and landscaping disturbed by the Interchange Project will be replaced in kind.

Ramps from I-4 to and from SR 408

- This project will update and improve the geometry of the ramp connections between Interstate 4 (State Road 400) and SR 408.
- The project will reconstruct the I-4 eastbound and westbound ramps to SR 408 eastbound and westbound as well as finish construction of the SR 408 eastbound and westbound ramps to I-4 westbound.
    - During the Interim project (completed in 2009), the DEPARTMENT reconstructed the SR 408 eastbound and westbound ramp movements to I-4 eastbound and started the SR 408 eastbound and westbound ramps to I-4 westbound.
- The existing ramps that are being replaced will be removed where their configurations have changed. These areas will be cleaned up and their final disposition will likely be sodded or in some areas, ponds will be constructed.

EXHIBIT B

FDOT BUDGETED AVAILABILITY PAYMENTS FOR I-4 PROJECT

FY Ending June 30	FDOT Upset Limit
2021	60,755,697
2022	99,887,594
2023	100,334,075
2024	100,791,717
2025	101,247,173
2026	101,742,946
2027	102,235,810
2028	102,740,996
2029	103,238,040
2030	103,791,046
2031	104,335,113
2032	104,892,781
2033	105,435,139
2034	106,051,918
2035	106,652,506
2036	107,268,110
2037	107,859,836
2038	108,547,666
2039	109,210,648
2040	109,890,206
2041	110,535,705
2042	111,302,692
2043	112,034,550
2044	112,784,704
2045	113,488,766
2046	114,343,930
2047	115,151,819
2048	115,979,906
2049	116,747,733
2050	117,701,116
2051	118,592,934
2052	119,507,048
2053	120,344,295
2054	121,407,071
2055	8,388,988
Total	3,675,220,274

Exhibit "C"

U.S. Department of Transportation
Federal Highway Administration

Florida Division

545 John Knox Road, Suite 200
Tallahassee, Florida 32303

Phone: (850) 553-2200
Fax: (850) 942-9691 / 942-8308

www.fhwa.dot.gov/fldiv

May 21, 2014

In Reply Refer To:
HDA-FL

Ms. Noranne Downs, P.E.
District Five Secretary
Florida Department of Transportation
719 S. Woodland Boulevard (MS-503)
Deland, FL 32720

Attn: Ms. Loreen Bobo

Subject: No. 0041(228) I, from SR-435 (Kirkman Rd) in Orange County to SR 434 in Seminole County

Dear Ms. Downs:

The Federal Highway Administration (FHWA) received a letter from your office dated April 27, 2014 and the letters addressed to your office from the Orlando Orange County Expressway Authority (OOCEA) dated November 5, 2013 and January 28, 2014 requesting the use of Proprietary Products on the section of SR-408 that will be impacted by the I-4 Ultimate with Managed Lanes project; FPID No. 432193-1-52-01. The letters request items on the proposed Proprietary Products list attached be used for work only on the SR-408 mainline, SR-408 frontage roads and ramp connections with local streets within the reference project construction limits. The proposed Proprietary Products are not authorized for used on I-4/SR-408 interchange ramps, I-4 mainline, I-4 frontage roads or I-4 ramp connections with local streets under this request. The Ultimate improvements will be operated and maintained by the successful bidder of the I-4 Ultimate Project with Managed Lanes.

The OOCEA and Florida Department of Transportation (FDOT) certify that this request is for a combination of synchronization needs with existing SR-408 facility features described in their January 28, 2014 letter. The use of these proprietary items on SR-408 will allow for interchangeable devices, equipment, materials and reduced inventory. The FDOT will monitor and track the design and installation of the attached proprietary items on SR-408 within the construction limits of the I-4 Ultimate Project with Managed Lanes project.

Based on the information provided and in accordance with 23 CFR 635.411 (a) (2), the FHWA accepts FDOT's and OOCEA's request certifications that the devices and equipment listed in the attachment are essential for synchronization needs with the existing SR-408 facility features deployed by the OOCEA. The FHWA finds that maintaining the synchronization of existing system components is in the public interest, and therefore approves the use of the proprietary devices and equipment as listed in the attachment on the referenced project. This approval does not extend to facilities, devices and equipment or projects, other than those described in this letter.

If you have any questions or need assistance, please contact Marvin Williams at (850) 553-2241.

Attachment

Sincerely,

For: James Christian, P.E.
Division Administrator

Exhibit "C"
ORLANDO-ORANGE COUNTY EXPRESSWAY
EXISTING DEVICES/EQUIPMENT

Item Description	Brand - Part/Serial Number	Reference Location
GENERAL SYSTEM, SIGNING AND PAVEMENT MARKINGS		
Retroreflective Pavement Markers	3M Series 290	OOCEA SPM
Delineation	3M Series 340	OOCEA SPM
Preformed Patterned Retroreflective Tape (PPRT)	3M Stamark Series 380IES. Concrete Surface Adhesive SPA-60	712
Temporary Preformed Removable Markings	3M Series 710 Wet-Reflective Removable Tape	SR 408 Traffic Control Notes
Reflective Sheeting	Diamond Grade Cubed (DG3). Purple - 3M Company EC Film #1170-13	Special Provisions
Roadside Mounted flexible Tube Delineators	Safe Hit Corporation, Type 2 Guide Post (48" with Flattened Top), Single units shall be Flexstake 48" Flat, Low Profile Surface Mount Model HD	OOCEA SPM
Removable Markings	3M Wet reflective removable tape, series 710/715	OOCEA SPM
MOT Blacking out Existing Pavement Markings	3M Brand Scotch Lane Removable Tape Black Mask Tape, Series 715	SR 408 Traffic Control Notes
MOT Temporary Pavement Markings	Temp. Pavement Markings use 3M Scotch Lane removable Tape Series 710, 711, 715	SR 408 Traffic Control Notes
Route Confirmation Markers	3M DG3 sheeting, Top Layer EC Film 1170 Clear on OOCEA designated Orange	OOCEA SPM
Toll Logo Colors	Purple – 3M DG3 sheeting matching 3M 1170-13 Violet EC Film Orange – 3M DG3 Sheeting No. 1174	OOCEA SPM
Painting of Support Columns for Overhead Sign Structures	Sherwin williams Procryl Waterborne Acrylic Primer, DTM Waterborne Acrylic Finish Paint, Zinc-Clad 5 B69 A 45 or ZRC Cold Galvanizing Compound	Special Provisions
Aesthetics/Finishes & Coatings for Concrete Finishes	Sherwin Williams Coating Series B97, DTM Acrylic Semi-gloss coating B66-200 Series, Zolotone 20	OOCEA Aesthetics Criteria
Lighting Assemblies	Hapco Series 40 Aluminum with 8' Radius	OOCEA Aesthetics Criteria
Luminaires	Holophane Sign Vue, 2 or 3 Module LED (700Ma Driver) 480 volts, 4,500K.	OOCEA SPM
Sign Luminaires	GE Model M-400A POWR/DOOR Luminaire w/ cutoff optics. GE photometric curve 35.451002.	OOCEA Lighting Criteria
Ground Mount Signs	3M Company VHB (Very High Bond) Acrylic Foam Tape Number 4950	Special Provisions
Bridge Deck Joint Sealant	Type D Silicone Dow Corning (DOW 902 RCS)	458-2.2
Building Sealant	DOW Corning 790 Silicone	Special Provisions
Anti-Theft Wire Devices	Copper Keeper™	Special Provisions
INTELLIGENT TRANSPORTATION SYSTEM		
Pole Cable Distribution System	Duraline/[MG]2	OOCEA Lighting Requirements
FON Route Marker	Vulcan Utility Signs Products PN 0550145, 0300876, 0900466, Vulcan H-41-Rf, Polyvinyl file by Avery XL1000 series S-652/788	ITS D. Standards A-8, 631-2.4.5
Interduct Installation	Polywater Front End Packs PN J-27, J-55	ITS D. Standards B-1
Bridge Hanger Detail - BRFC	Opti-Com Manf. Network inc. PN 309602110, CH0472AH	ITS D. Standards C-2
FON Manhole Ladders	Inwesco Series I-3600	D-2
Fiber Optic Cable	Corning® 12 count Single-Mode Altos® stranded loose tube fiber optic cable (PN: 012EU4-64101D20) Corning® 24 count Single-Mode Altos® stranded loose tube fiber optic cable (PN: 024EU4-T4101D20) Corning® 72 count Single-Mode Altos® stranded loose tube fiber optic cable (PN: 072EU4-T4101D20) Corning® 144 count Single-Mode Altos® stranded loose tube fiber optic cable (PN: 144EU4-T4101D20)	E-3, TS 631-2.4.4
FON Splices	Corning splice closures: SCF-6C22-01 (72 count) SCF-6C28-01 (144 count) SCF-6C28-02 (288 count) Corning splice trays: PN: SCF-ST-099 for 72 splice closure PN: SCF-ST-112 for 144 to 288 splice closure Corning Unicam Single-Mode Connectors (PN: 95-200-42)	633
CCTV	CCTV Field Assemblies shall be COHU 3925-5100-PEND	686

Exhibit "C"
ORLANDO-ORANGE COUNTY EXPRESSWAY
EXISTING DEVICES/EQUIPMENT

Item Description	Brand - Part/Serial Number	Reference Location
Camera Lowering Device	For 25 foot poles, Model CLDMG2@-HYP-025-ST (DOM) For 50 foot poles, Model CLDMG2@-HYP-050-ST (DOM) For 60 foot poles, Model CLDMG2@-HYP-060-ST (DOM) For 80 foot poles, Model CLDMG2@-HYP-080-ST (DOM) For 130 foot poles, Model CLDMG2@-HYP-130-ST (DOM) (DUAL)	686-2.3
TVSS Devices	APT XDS series Model #'s: TE01XDS154XA, TE01XDS204XA, TE11XDS154XA or TE11XDS204XA, TE01XCS104XA or TE11XCS104XA, APT XCS Series, Model TE11XCS104XA APT SPDee S50A120V1PN w/SKIT1 APT RS422/D1 APT BNCA10kA	F-1A
CCTV Camera Steel Pole Detail	Band-It Band Band-Fast Color-it	G-1
Data Collection Sensors	DCS Shall Read CALTRANS Title-21,ISO 18000-6B and the PS111(IAG) Identification numbers stored in the E-PASS System	663-1
DCS Sign Structure Mounting Detail	Astro-Bracket Pelico Liquatite Flexible Steel Conduit JIC, 2" PN 16102, 13102 Mineralic 1" stainless steel conduit hangers catalog number 2SB	K-1
DCS Steel structure notes and elevations	Weather perfect acrylic, latex flat, color no SW2333 impressive ivory	K-9
DCS Maint. Port	DB-9 B&B electronic part no. DR9MTB	663-2.4.5
DMS	470IB PROM Module	
DMS Rack	Type 170E	
CCTV Cabinet Detail - Surge Protection	APT XDS series, Model TE01XDS154XA TE01XDS204XA, APT XCS TE01XCS104XA, TE11XCS104XA	L-1
DCS Cabinet Detail - DCS Reader Maint. Port	RS-232 B&B electronic DR9 MTB	L-2
DMS LED	Daktronics Vanguard DMS model VF-2320-48x 128-20 RGB	728-2
DMS Service Point	Mineral 1.5 stainless steel conduit catalog no 4Sb	M-1
3-Line DMS Backwall Detail Sheet - Surge Protection	APT XDS series, Model TE01XDS154XA, TE01XDS204XA, TE11XDS154XA, TE11XDS204XA, APT XCS SERIES TE01XCS104XA, TE11XCS104XA	M-4
Power Pedestal	APT XDS series, Model TE01XDS154XA, TE01XDS204XA, TE11XDS154XA, TE11XDS204XA, APT XCS SERIES TE01XCS104XA, TE11XCS104XA, APT RS232/D1 APT RS423/D1 APT SCAT5 APT 8038 (DIN RAIL)	M-5
TMS Sign details - Conduit	Mineralic 1" Stainless Steel Catalog no 2SB	
Software	360 Systems Cameleon Software	611A-4.3.1
Mechanical bonding	Burndy L125-2 lugs, No-ox compound	620A-4.1
HDPE Conduit	CSR/Polypipe	631-2.4.1
Conduit couplers	electrofusion couplers by Central Plastics Company	631-2.4.1.3
Tone Wire	Radiodetection LMS, Burton Wire &Cable 12 AWG soft annealed bare copper hgih density polyethelene, weather resistant polyolefin, pn 10/444150322	631-2.4.2
Fiber Optic Warning Tape	Carlon Telecom Systems, PN MAT3051	
Proofing Dart	Innerduct Cup Projectile PN 2120-010 by Cal Am Manf.	631-3
FON Heat Shrinks	Corning PN 2806031.01	633
FON Manholes Cable Racks	Inwesco Cat. No. 10A09	636
Black Steel Pipe Conduit	Pittsburgh Pipe	638-2.6.3.1
Pipe Sleeve Conduit	Grinnell	638
Bullet-Resistive Fiberglass Conduit (BRFG)	Omni	638
Tone Wire Splices	3M DBR-6 or DBY-6	638-3.2.15.3
RF/Reader Module	Sirit Identity 6204	663-2.4.2
TMS Equipment	Wavetronix Smartsensor SS125 HD Click! 201, 202 units	664.1.1.1

Exhibit "C"

ORLANDO-ORANGE COUNTY EXPRESSWAY

EXISTING DEVICES/EQUIPMENT

Item Description	Brand - Part/Serial Number	Reference Location
TMS Cable	Wavetronix TMS Cable	664-2.1
Gigabit Ethernet Field Switch	RuggedCom RS900G fully managed Layer 2 Hardened ethernet	683-2.1
Factory Terminated Pigtail Modules	Corning PN CCH-RM12-59-P03RH	683-2.5.2
Closet Splice Housing	Corning PN CSH-03U	683-2.5.3
Uniterruptable Power Supply	Alpha FXM series w/ batteris Alphacell 85GXL HP. TRIPP-LITE SMART1000RM1U	685-3
Communication Rack Installation	Chatsworth Products Inc. CPI-55053-703, CPI-40604-001, CPI-40607-001, CPI-10629-119, CPI-12816-707	685-4
MPEG-2 Encoders	Vbrick VBSSM PN 9170-4200-0002	686-2.2
FON Software	OSPInSight Edit for MapInfo 7x Bundle	783F
Guidesign Software	TRANSOFT GuidSIGN	OOCEA Signing & Pavement Marking

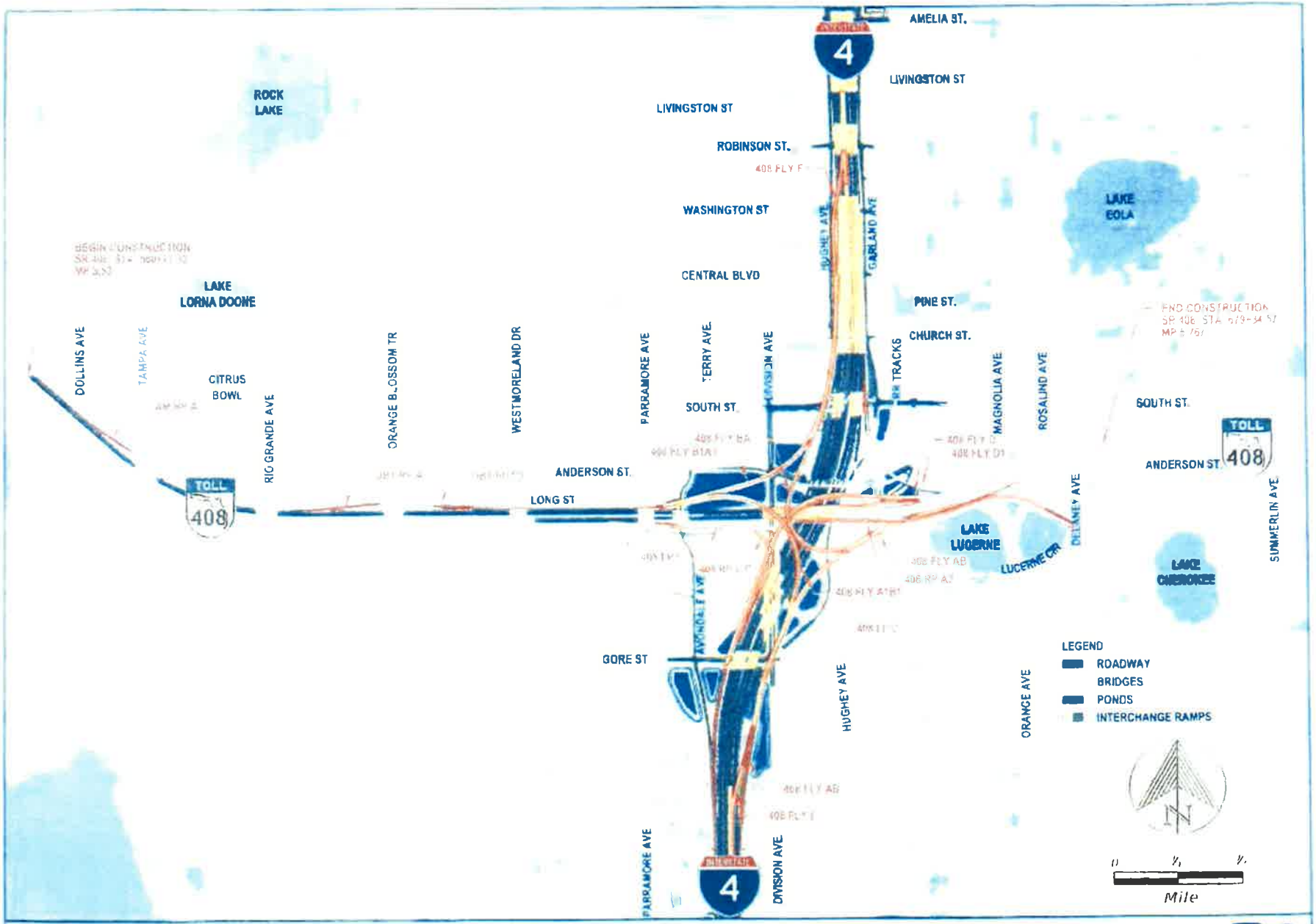
Exhibit "D"

SCHEDULE OF AGENCY CONTRIBUTION OF FUNDING

FM#: 432193-1-52-01

Due no later than:*	Amount Due:
July 31, 2017	$75,000,000.00
July 31, 2018	$75,000,000.00
July 31, 2019	$80,000,000.00
Total	$230,000,000.00

*** Subject to Subparagraph 9(A) of this Agreement**



INTERCHANGE PROJECT
FDOT - OOCEA INTERLOCAL AGREEMENT
EXHIBIT "E" - LIMITS OF WORK

EXPRESSWAY AUTHORITY

FDOT

CONSENT AGENDA ITEM

#3

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **Robert L. Simon, Jr., Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **August 25, 2014**

RE: **S.R. 429 Wekiva Parkway, Project 429-201; Parcels 104 (Part C) and 804 (Pak)**
Real Estate Purchase Agreement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a Real Estate Purchase Agreement between Yong Sun Pak and Byung Sook Pak (the "Owners") and the Central Florida Expressway Authority ("CFX") for the acquisition of Parcels 104 (Part C) and 804 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-201.

DESCRIPTION and BACKGROUND:

Parcel 104 (Part C) is a vacant, hiatus tract that consists of approximately 0.137 acres of land located along the western side of Plymouth Sorrento Road, approximately 15 feet south of Southfork Drive in unincorporated Orange County, Florida. Parcel 804 is a vacant tract that consists of approximately 0.523 acres of land located at the northwest corner of Plymouth Sorrento Road and Connector Drive in unincorporated Orange County, Florida. The Taking includes perpetual easement rights. The Property is zoned A-1, Agricultural by Orange County. The future land use designation is Rural/Agricultural and is within the Rural Service Area and Joint Planning Area with the City of Apopka. There are no improvements located within the Taking. See attached Composite Exhibit "A."

CFX's appraisal of Parcel 104 (Part C) was prepared by Mr. Richard MacMillan of The Appraisal Group of Central Florida, Inc. with a date of value of September 28, 2008. Parcel 104 (Part C) is a hiatus tract that resulted from a previous acquisition by CFX in 2009 for the John Land Apopka Expressway (Phase II) Project. For purposes of this appraisal, Mr. MacMillan based the date of value on the appraisal prepared in 2008 for the original acquisition. Mr. MacMillan estimated the value of Parcel 104 (Part C) to be $10,900.00 inclusive of damages to the remainder, if any. Mr. MacMillan concluded that the Property's highest and best use as vacant is for commercial use. A copy of the appraisal was provided to the Owners.

CFX's appraisal of Parcel 804 was prepared by Mr. Richard MacMillan of The Appraisal Group of Central Florida, Inc. with a date of value of June 5, 2014. Mr. MacMillan estimated the value of Parcel 804 to be $108,300.00 inclusive of damages to the remainder, if any. Mr. MacMillan concluded that the Property's highest and best use as vacant is for commercial use. A copy of the appraisal was provided to the Owners.

The parties have been participating in negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcels 104 (Part C) and 804. The parties have conditionally accepted a Real Estate Purchase Agreement ("Purchase Agreement"), subject to Right of Way Committee recommendation and final CFX Board approval. Under the Purchase Agreement, CFX would pay the Owners the sum of $150,000.00 in full settlement of all claims for compensation for the acquisition of Parcels 104 (Part C) and 804. A copy of the Purchase Agreement is attached hereto as Exhibit "B."

Acceptance of the proposed Real Estate Purchase Agreement is recommended and is in CFX's best interest. It will eliminate further risk and unnecessary expenses that CFX will ultimately incur if it is required to file a condemnation action to acquire Parcels 104 (Part C) and 804. Filing a condemnation action will subject CFX to additional attorneys' fees and costs as well as additional expert fees and costs, which CFX would be responsible for as part of the landowners' compensation as provided by Florida Statutes §73.091 and §73.092.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the September 4, 2014 meeting. We respectfully request the Board's approval of the proposed Real Estate Purchase Agreement with a purchase price of $150,000.00 in full settlement of all claims for compensation for the acquisition of Parcels 104 (Part C) and 804.

ATTACHMENTS:

Composite Exhibit A - Aerial of Parcels 104 (Part C) and 804
Exhibit B - Purchase Agreement

Parcel: 104C
Project: 429-201

2008 Aerial of Subject with Property Dimensions



EXHIBIT
Composite
A
ALL-STATE LEGAL®

Parcel: 804
Project: 429-201

Aerial of Subject with Property Dimensions



PURCHASE AGREEMENT

PROJECT: 429 – 201
STATE ROAD NO.: 429
PROJECT NAME: Wekiva Parkway
COUNTY: Orange
PARCEL NO.: 104(Part C) and 804

Seller: Yong Sun Pak and Byung Sook Pak

Buyer: The Central Florida Expressway Authority ("Expressway Authority")

Expressway Authority and Seller hereby agree that Seller shall sell and Expressway Authority shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Estate being purchased: ☒Fee Simple ☐Permanent Easement ☐Temporary Easement ☐Leasehold

(b) Real property described as: See Attached Exhibit "A".

(c) Personal property: None.

(d) Outdoor advertising structure(s) permit number(s): N/A

Buildings, structures, fixtures and other improvements owned by others: N/A
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property			
Land	1.	$	150,000.00
Improvements	2.	$	0.00
Real Estate Damages (Severance/Cost-to-Cure)	3.	$	0.00
Total Real Property	**4.**	**$**	**0.00**
(b) Total Personal Property	**5.**	**$**	**0.00**
(c) Fees and Costs			
Attorney Fees	6.	$	**0.00**
Appraiser Fees	7.	$	**0.00**
_____			
_____			
_____ Fees (s)	8.	$	
Total Fees and Costs	**9.**	**$**	**0.00**
(d) Total Business Damages	**10.**	**$**	**0.00**
(e) Total of Other Costs	**11.**	**$**	**0.00**
List: _____			
_____			
Total Purchase Price (Add Lines **4, 5, 9, 10** and **11**)		**$**	**150,000.00**
(f) Portion of Total Purchase Price to be paid to Seller by Expressway Authority at Closing		$	**0.00**
(g) Portion of Total Purchase Price to be paid to Seller by Expressway Authority upon surrender of possession		$	**0.00**

ALL-STATE LEGAL® EXHIBIT B

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Expressway Authority. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Expressway Authority. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Expressway Authority to Seller.

(e) The property described in **Section I** of this agreement is being acquired by Expressway Authority for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code,** Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Expressway Authority by conveyance instrument(s) acceptable to Expressway Authority.

(h) Seller and Expressway Authority agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: _____

_____

_____

(j) Seller and Expressway Authority agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**, if applicable.

IV. Closing Date

The closing will occur no later than sixty (60) days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Expressway Authority.

☒ There is an addendum to this agreement. Page 4 is made a part of this agreement

☐ There is not an addendum to this agreement

VI. Seller and Expressway Authority hereby acknowledge and agree that their signatures as Seller and Expressway Authority below constitute their acceptance of this agreement as a binding real estate contract.

This Agreement is subject to final agency acceptance by Expressway Authority pursuant to Section 119.0711, *Florida Statutes* (2013) ("Final Agency Acceptance") after Right of Way Committee and Expressway Authority Board Approval. Notwithstanding anything in this Agreement to the contrary, the Closing shall not occur prior to thirty (30) days from the date this Agreement is executed and delivered by Owners and Expressway Authority to allow public review of the transaction contemplated by this Agreement. Final Agency Acceptance shall be evidenced by the signature of Expressway Authority in **Section VII** of this agreement.

Seller: Yong Sun Pak and Byung Sook Pak

8-8-2014
Signature Date

Yong Sun Pak
Type or Print Name

8-8-2014
Signature Date

Byung Sook Pak
Type or Print Name

Buyer: Central Florida Expressway Authority

BY: Joseph A Berens 8/11/14
Signature Date

JOSEPH A BERENS, P.E.
Type or print name

VII. FINAL AGENCY ACCEPTANCE

The Expressway Authority has granted Final Agency Acceptance this _____ day of _____, 20___.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

APPROVED AS TO FORM FOR EXECUTION BY A SIGNATORY OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Legal Counsel:

By _____

Date: _____

"EXPRESSWAY AUTHORITY"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
A body politic and corporate, and an agency of the state, under the laws of the State of Florida,

By: _____

Print Name: _____

Title: _____

Central Florida Expressway Authority

ADDENDUM TO PURCHASE AGREEMENT

PROJECT:	429 – 201
STATE ROAD NO.:	429
PROJECT NAME:	Wekiva Parkway
COUNTY:	Orange
PARCEL NO.:	104 (Part C) and 804

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between, **Yong Sun Pak and Byung Sook Pak**, Seller, and **The Central Florida Expressway Authority ("Expressway Authority"),** Buyer, for the use and benefit of the Expressway Authority, for the above-referenced project.

1. Buyer and Seller agree all fees, costs and/or business damage claims are included in this Purchase Agreement.

Funds shall be made payable and will be issued according to the Seller and/or their representatives:

1. Funds in the amount of $150,000 shall be made payable to Yong Sun Pak and Byung Sook Pak.

IN WITNESS WHEREOF, the parties have caused these present to be executed in their respective names.

Seller(s): Yong Sun Pak and Byung Sook Pak

Signature _____ Date 8-8-2014

By: Yong Sun Pak
Type or print name and title

Signature _____ Date 8-8-14

By: Byung Sook Pak
Type or print name and title

Buyer: The Central Florida Expressway Authority

Signature _____ Date _____

Print Name: _____

Title: _____

Exhibit "A"

Page 1 of 4

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-201

PARCEL NO. 104 PART C
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF T.L. SMITH ROAD (PLATTED SORRENTO AVENUE)(VACATED PER DEED BOOK 596, PAGE 467 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) AS SHOWN ON THE MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE SOUTH 89°54'05" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 15.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 40 FEET OF T.L. SMITH RIGHT OF WAY (VACATED PER DEED BOOK 596, PAGE 467 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 02°14'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 594.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°36'47" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO A POINT ON THE FORMER EAST RIGHT OF WAY LINE OF THE AFORESAID T.L. SMITH ROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 02°14'21" EAST ALONG SAID FORMER EAST RIGHT OF WAY LINE, A DISTANCE OF 594.72 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SOUTHWEST 1/4; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°54'05" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5,947 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 104 & 804

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-201

PARCEL NO. 804
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOTS 6 AND 7, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 02°14'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 615.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 82.01 FEET TO A POINT ON THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS RECORDED IN OFFICIAL RECORDS BOOK 9982, PAGE 2019 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°07'25" WEST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 20.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 89°36'47" EAST ALONG SAID SOUTH LINE OF THE NORTH 730 FEET, A DISTANCE OF 50.00 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 730 FEET, RUN SOUTH 00°07'25" WEST, A DISTANCE OF 476.26 FEET TO A POINT ON AFORESAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE; THENCE RUN THE FOLLOWING THREE COURSES ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE; THENCE NORTH 88°09'58" WEST, A DISTANCE OF 8.52 FEET TO A POINT; THENCE NORTH 40°24'00" WEST, A DISTANCE OF 63.85 FEET TO A POINT; THENCE NORTH 00°07'25" EAST, A DISTANCE OF 427.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.523 ACRES, MORE OR LESS

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

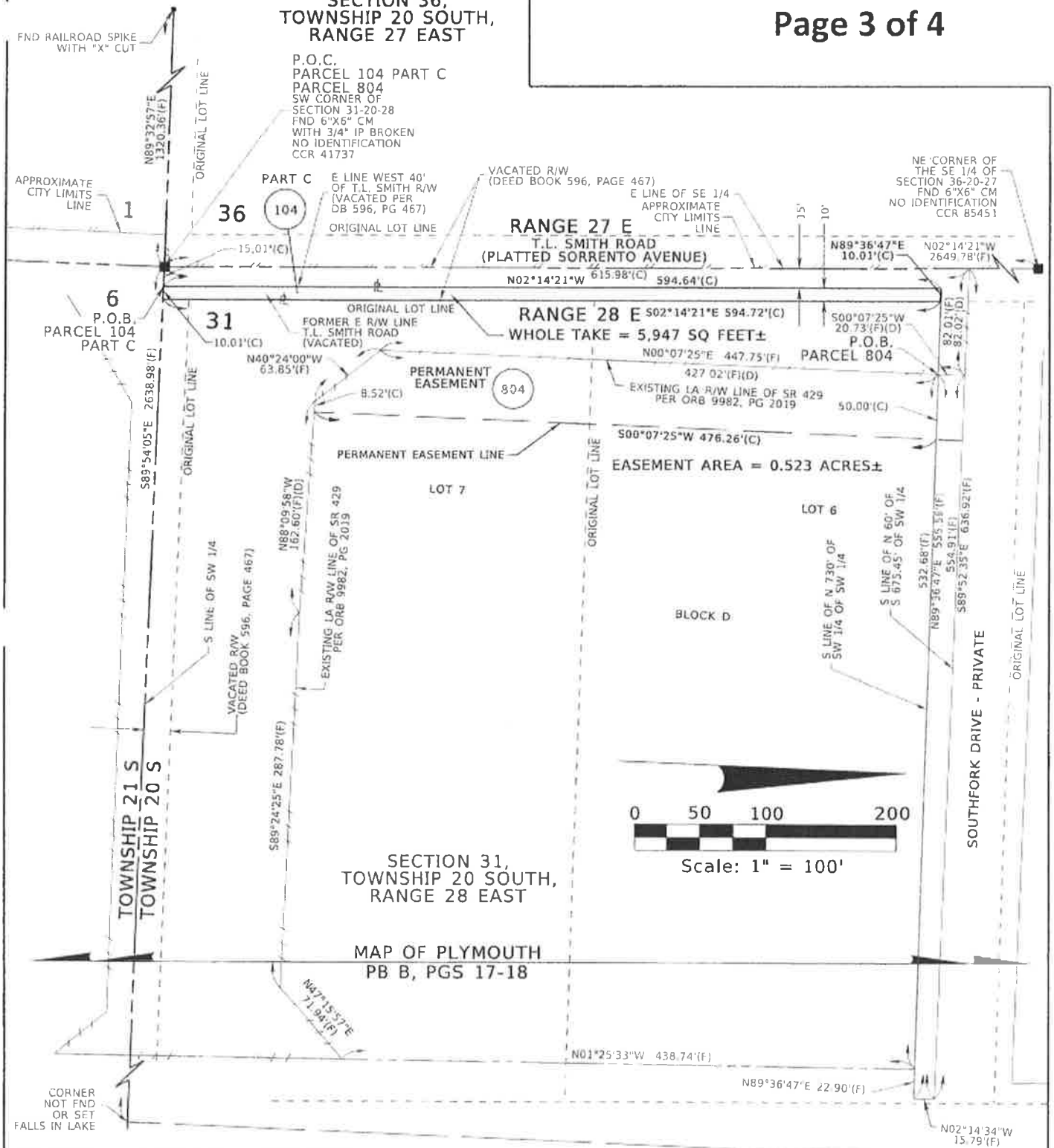
STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 104 & 804

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

Exhibit "A"

Page 3 of 4

SKETCH OF DESCRIPTION



SEE SHEET 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 104 & 804

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

Exhibit "A"

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	NO.	= NUMBER
(F)	= FIELD	ORB	= OFFICIAL RECORDS BOOK
CCR	= CERTIFIED CORNER RECORD	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PG	= PAGE
DB	= DEED BOOK	PGS	= PAGES
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
		SQ	= SQUARE
		SR	= STATE ROAD

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 02°14'21" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. PARCEL 104 PART C - A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED MAY 16, 2013 (REVEISED JUNE 7, 2013), ORDER NO. 4395477, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.

   PARCEL 804 - THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

REVISED PER COMMENTS	PMM	02/05/2014
REVISED PER COMMENTS	PMM	01/27/2014
REVISED PER COMMENTS	PMM	06/13/2013
REVISION	BY	DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990 — DATE 2-5-2014

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 104 & 804

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#4

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **Robert L. Simon, Jr., Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **August 25, 2014**

RE: **S.R. 429 Wekiva Parkway, Project 429-201; Parcel 801 (Connelly)**
Real Estate Purchase Agreement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a Real Estate Purchase Agreement between Patrick R. Connelly (the "Owner") and the Central Florida Expressway Authority ("CFX") for the acquisition of Parcel 801 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-201.

DESCRIPTION and BACKGROUND:

Parcel 801 is a vacant tract that consists of approximately 1,025 square feet of land located at the southwest corner of Plymouth Sorrento Road and Southfork Drive in unincorporated Orange County, Florida. The Taking is for perpetual easement rights. The Property is zoned A-1, Agricultural by Orange County. The future land use designation is Rural/Agricultural and is within the Rural Service Area and Joint Planning Area with the City of Apopka. There are no improvements located within the Taking. See attached Exhibit "A."

CFX's appraisal of Parcel 801 was prepared by Mr. Richard MacMillan of The Appraisal Group of Central Florida, Inc. with a date of value of June 5, 2014. Mr. MacMillan estimated the value of Parcel 801 to be $4,900.00 inclusive of damages to the remainder, if any. Mr. MacMillan concluded that the Property's highest and best use as vacant is for assemblage with the adjacent 5.920 acre tract of land to the south. A copy of the appraisal was provided to the Owner.

The parties have been participating in negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 801. The parties have conditionally accepted a Real Estate Purchase Agreement ("Purchase Agreement"), subject to Right of Way Committee recommendation and final CFX Board approval. Under the Purchase Agreement, CFX would pay the Owner the sum of $5,000.00 in full settlement of all claims for compensation for the acquisition of Parcel 801. A copy of the Purchase Agreement is attached hereto as Exhibit "B."

Acceptance of the proposed Real Estate Purchase Agreement is recommended and is in CFX's best interest. It will eliminate further risk and unnecessary expenses that CFX will ultimately incur if it is required to file a condemnation action to acquire Parcel 801. Filing a condemnation action will subject CFX to additional attorneys' fees and costs as well as additional expert fees and costs, which CFX would be responsible for as part of the landowner's compensation as provided by Florida Statutes §73.091 and §73.092.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the September 4, 2014 meeting. We respectfully request the Board's approval of the proposed Real Estate Purchase Agreement with a purchase price of $5,000.00 in full settlement of all claims for compensation for the acquisition of Parcel 801.

ATTACHMENTS:

Exhibit A - Aerial of Parcel 801
Exhibit B - Purchase Agreement

Parcel: 801
Project: 429-201

Aerial of Subject with Property Dimensions

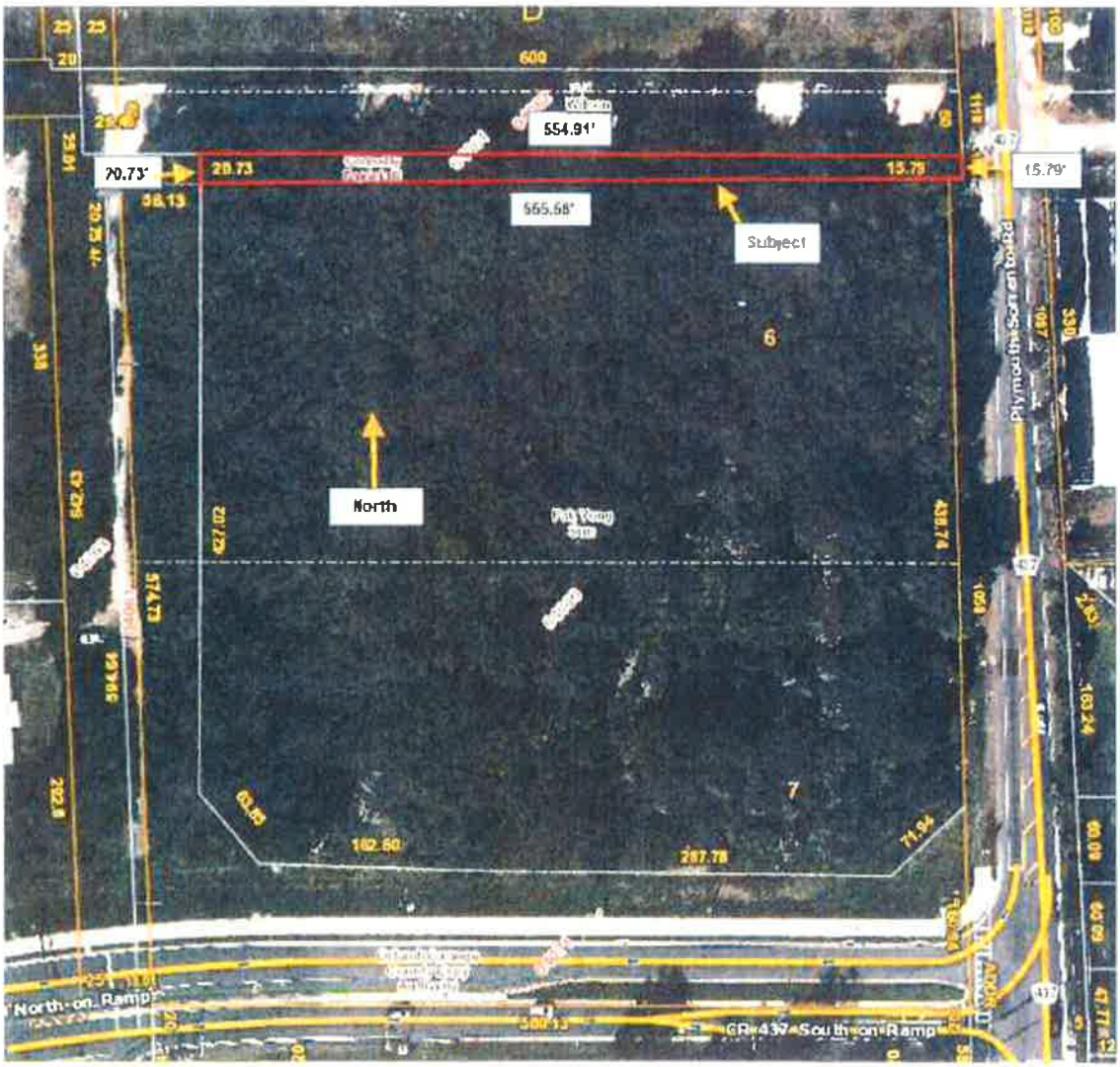


EXHIBIT
A
ALL-STATE LEGAL

PURCHASE AGREEMENT

PROJECT 429 – 201
STATE ROAD NO 429
PROJECT NAME: Wekiva Parkway
COUNTY: Orange
PARCEL NO: 801

Seller: Patrick R. Connelly

Buyer: The Central Florida Expressway Authority ("Expressway Authority")

Expressway Authority and Seller hereby agree that Seller shall sell and Expressway Authority shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Estate being purchased: ☐Fee Simple ☒Permanent Easement ☐Temporary Easement ☐Leasehold

(b) Real property described as: See Attached Exhibit "A"

(c) Personal property: None.

(d) Outdoor advertising structure(s) permit number(s): N/A

Buildings, structures, fixtures and other improvements owned by others N/A
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property			
Land	1	$	5,000.00
Improvements	2	$	0.00
Real Estate Damages (Severance/Cost-to-Cure)	3	$	0.00
Total Real Property	**4.**	**$**	**5,000.00**
(b) Total Personal Property	**5.**	**$**	**0.00**
(c) Fees and Costs			
Attorney Fees	6.	$	0.00
Appraiser Fees	7	$	0.00
_____			
_____			
_____ Fees (s)	8	$	
Total Fees and Costs	**9.**	**$**	**0.00**
(d) Total Business Damages	**10.**	**$**	**0.00**
(e) Total of Other Costs	**11.**	**$**	**0.00**
List: _____			
_____			
Total Purchase Price (Add Lines **4, 5, 9, 10** and **11**)		**$**	**5,000.00**
(f) Portion of Total Purchase Price to be paid to Seller by Expressway Authority at Closing		$	0.00
(g) Portion of Total Purchase Price to be paid to Seller by Expressway Authority upon surrender of possession		$	0.00



III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Expressway Authority. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Expressway Authority. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Expressway Authority to Seller.

(e) The property described in **Section I** of this agreement is being acquired by Expressway Authority for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code,** Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Expressway Authority by conveyance instrument(s) acceptable to Expressway Authority.

(h) Seller and Expressway Authority agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: _____

_____

_____

(j) Seller and Expressway Authority agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**, if applicable.

IV. Closing Date

The closing will occur no later than sixty (60) days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Expressway Authority.

☒ There is an addendum to this agreement. Page 4 is made a part of this agreement.

☐ There is not an addendum to this agreement.

VI. Seller and Expressway Authority hereby acknowledge and agree that their signatures as Seller and Expressway Authority below constitute their acceptance of this agreement as a binding real estate contract.

This Agreement is subject to final agency acceptance by Expressway Authority pursuant to Section 119 0711, *Florida Statutes* (2013) ("Final Agency Acceptance") after Right of Way Committee and Expressway Authority Board Approval. Notwithstanding anything in this Agreement to the contrary, the Closing shall not occur prior to thirty (30) days from the date this Agreement is executed and delivered by Owners and Expressway Authority to allow public review of the transaction contemplated by this Agreement. Final Agency Acceptance shall be evidenced by the signature of Expressway Authority in **Section VII** of this agreement.

Seller: Patrick R. Connelly

Patrick R Connelly 8/22/14
Signature Date

Patrick R Connelly
Type or print name

Buyer: Central Florida Expressway Authority

BY: _____
Signature Date

_____
Type or print name

VII. FINAL AGENCY ACCEPTANCE

The Expressway Authority has granted Final Agency Acceptance this _____ day of _____ 20___

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

APPROVED AS TO FORM FOR EXECUTION BY A SIGNATORY OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Legal Counsel:

By _____

Date: _____

"EXPRESSWAY AUTHORITY"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
A body politic and corporate, and an agency of the state, under the laws of the State of Florida.

By: _____

Print Name _____

Title _____

Central Florida Expressway Authority

ADDENDUM TO PURCHASE AGREEMENT

PROJECT:	429 – 201
STATE ROAD NO	429
PROJECT NAME	Wekiva Parkway
COUNTY:	Orange
PARCEL NO:	801

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between, **Patrick R. Connelly**, Seller, and **The Central Florida Expressway Authority ("Expressway Authority")**, Buyer for the use and benefit of the Expressway Authority, for the above-referenced project.

1. Buyer and Seller agree all fees, costs and/or business damage claims are included in this Purchase Agreement.

Funds shall be made payable and will be issued according to the Seller and/or their representatives.

1 Funds in the amount of $5,000.00 shall be made payable to Patrick R. Connelly

IN WITNESS WHEREOF, the parties have caused these present to be executed in their respective names.

Seller(s): Patrick R. Connelly

Patrick R Connelly
Signature

5/22/14
Date

By: Patrick R. Connelly
Type or print name and title

Buyer: The Central Florida Expressway Authority

Signature

5/25/14
Date

Print Name

Title

EXHIBIT "A"

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-201

PARCEL NO. 801
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 6, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 02°14'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 615.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 82.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°07'25" WEST, A DISTANCE OF 20.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°36'47" WEST ALONG SAID SOUTH LINE OF THE NORTH 730 FEET, A DISTANCE OF 50.00 FEET TO A POINT ON THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS RECORDED IN OFFICIAL RECORDS BOOK 9982, PAGE 2019 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 730 FEET, RUN NORTH 00°07'25" EAST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 20.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,025 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: DECEMBER 12, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

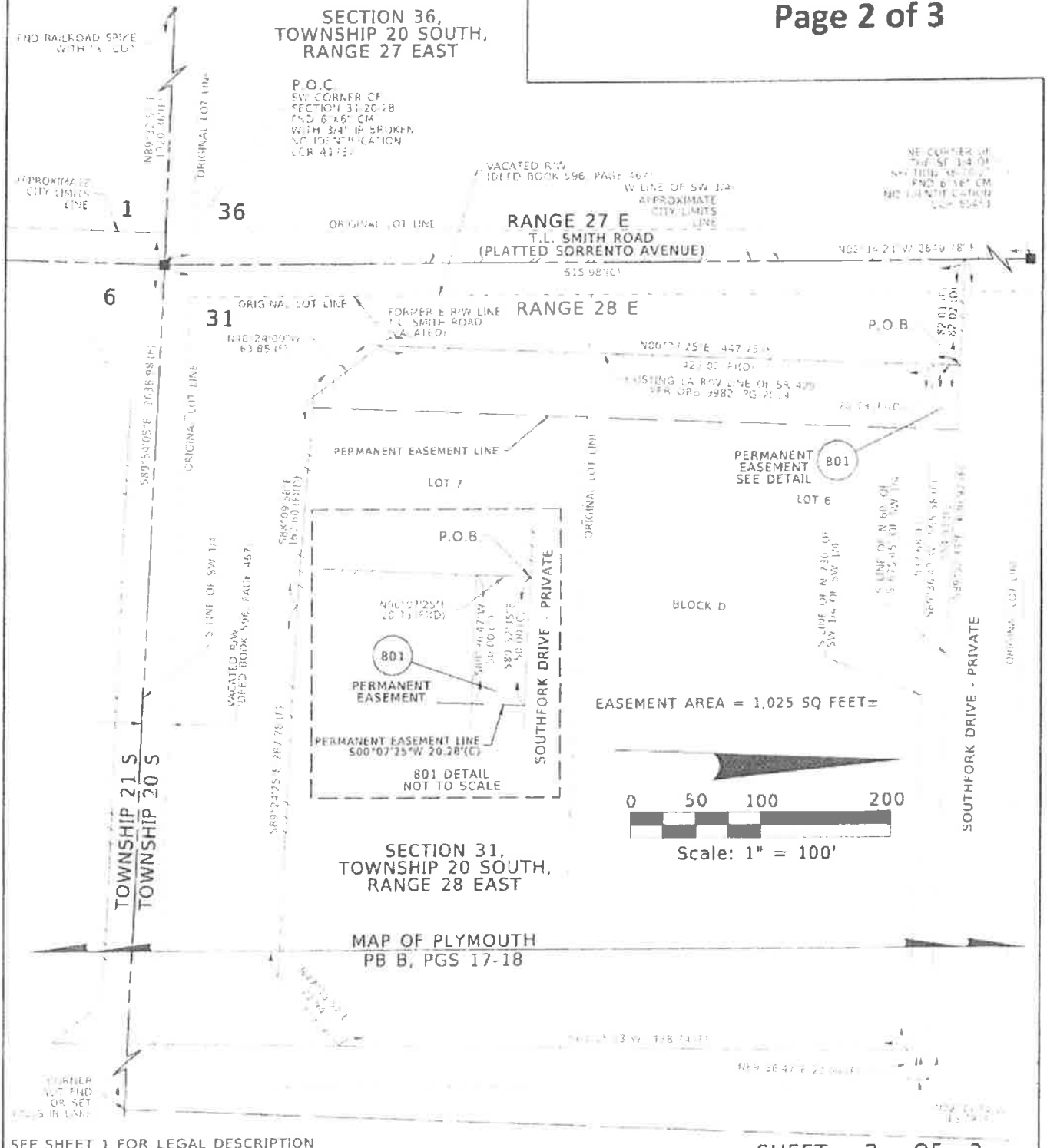
STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 801

GEODATA CONSULTANTS, INC
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "A"

Page 2 of 3

SKETCH OF DESCRIPTION



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

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: DECEMBER 12, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	STATE ROAD 429 OOCEA PROJECT NO. 429-201 PARCEL NO. 801	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY FLORIDA 32746 VOICE (407) 732-6965 LAND SURVEYOR BUSINESS LICENSE NO 6556

SKETCH OF DESCRIPTION

EXHIBIT "A"

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	NO.	= NUMBER
(F)	= FIELD	ORB	= OFFICIAL RECORDS BOOK
CCR	= CERTIFIED CORNER RECORD	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PG	= PAGE
DB	= DEED BOOK	PGS	= PAGES
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
		SQ	= SQUARE
		SR	= STATE ROAD

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 02°14'21" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

REVISION	BY	DATE
REVISED PER COMMENTS	PMM	02/05/2014
REVISED PER COMMENTS	PMM	01/27/2014

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

2-5-2014

P. Todd Sylvester, Professional Land Surveyor No. 4990 — DATE

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: DECEMBER 17, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 801

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#5

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: August 25, 2014

RE: Agreement for Business Damage Claims Accounting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Approval of an Agreement for Business Damage Claims Accounting Services by Gerson, Preston, Robinson, Klein, Lips & Eisenberg, P.A. ("Accountant") to provide consulting services related to evaluation of business owners' business damage claims for the Wekiva Parkway Project Numbers 429-203-, 429-204, 429-205, and 429-206 is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Agreement for Business Damage Claims Accounting Services is attached for your review.

BACKGROUND/DESCRIPTION

The contract price is limited to $100,000.00 or less. Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. The services to be provided by the Accountant are evaluation of owners' business damage claims and advice to Shutts & Bowen regarding valuation of submitted business damage claims in the acquisition of properties for construction of the Wekiva Parkway project and any such other advice, as requested. If requested by Shutts & Bowen, litigation support services to be provided by the Accountant include testimony under oath as an expert witness on behalf of the Central Florida Expressway Authority in any judicial proceeding involving any work performed under the Agreement. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Agreement for Business Damage Claims Accounting Services and authorize execution of the Agreement. Agreement Value: $100,000.00

ATTACHMENT

Agreement for Business Damage Claims Accounting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

AGREEMENT FOR BUSINESS DAMAGE CLAIMS ACCOUNTING SERVICES FOR WEKIVA PARKWAY PROJECTS 429-203, 429-204, 429-205, AND 429-206

THIS AGREEMENT is effective this _____ day of September, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Gerson, Preston, Robinson, Klein, Lips & Eisenberg, P.A. ("Accountant"), whose business address is 666 Seventy-First Street, Miami Beach, Florida 33141.

W I T N E S S E T H:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Accountant to provide business damage claims accounting services as described herein; and

WHEREAS, the Accountant is licensed, qualified, willing and able to perform the business damage claims accounting services required on the terms and conditions hereinafter set forth.

WHEREAS, the Central Florida Expressway Authority has given public notice of the business damage claims accounting services to be rendered pursuant to this Agreement;

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

ARTICLE 1- SERVICES TO BE PROVIDED BY THE ACCOUNTANT

1.1 Pre-Condemnation Consultation Services

If requested by the Client, the Accountant agrees to provide pre-condemnation consultation services and advice regarding business damage claims resulting from 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**.

1.2 Accounting Services

The Accountant agrees to perform business damage claims accounting services for each parcel of property as assigned by the Client. Each assignment shall commenced with a notice to proceed letter to the Accounting which shall set forth the street address (or other description) of the property affected and the Due Date for each business damages report(s). It is understood and agreed that the Principal is Gary R. Gerson, CPA, MBA. It is further understood and agreed that the performance of the business damage claims requires the expertise of an individual accountant 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 Principal leaves the Accountant's employ, for

any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to another Accountant within the firm so that the services shall be rendered without interruption or to appoint a different accounting firm. If the Agreement is assigned to another accounting firm, payment shall be made to the Accountant for all services rendered.

The Principal shall personally review and analyze the business damage claims for each affected parcel assigned by the Client and prepare and deliver two (2) color copies of the business damage claims 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 by the Client.

The Accountant shall commence work on the business damage claims report(s) immediately upon assignment and receipt of the notice to proceed letter, shall perform the work in the most expeditious manner and shall complete the business damage claims report(s) within the timeframe set forth in the notice to proceed letter, which the Accountant acknowledges is reasonable. Upon the request from the Client, the Accountant shall provide a progress report which shall advise as to the status of the services to be performed by the Accountant. Any business damage claims report provided hereunder shall be considered a draft report until such time as all business damages claims documents are provided to the Client by the business owner and subsequently provided to the Accountant. The Accountant agrees and understands that it is to provide a draft business damage claims report by the Due Date set forth in the assignment, regardless of whether all requested documentation regarding the business damages claim 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 Accountant shall consult with the Client regarding services to be performed by the Accountant, at such time(s) as may be mutually convenient for the parties to this agreement. The Accountant shall initiate such consultations whenever the Accountant legal advice on any aspect of the business damage claims services to be furnished under this Agreement.

1.3 Litigation Support Services

If requested by the Client, the Principal of the Accountant shall personally testify under oath as an expert witness on behalf of the Central Florida Expressway Authority in any judicial proceeding involving any business damage claims reviewed 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-analysis of the business damage claim, updating the

Accountant's report, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.4 Sub-consultants

The Accountant 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 Accountant's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Accountant 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 Central Florida 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 Accountant agrees any such payments shall be treated as a direct payment to the Accountant's account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Accountant.

1.5 Accountant's Standards of Performance

The Accountant shall follow all professional standards to the extent such standards are consistent with the rules on the admissibility of evidence of business damage claims value under the eminent domain laws of Florida. The Accountant 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 Accountant 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 Accountant agrees that the Accountant will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.6 Accountant's Obligation to Correct Errors or Omissions

The Accountant 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 Accountant. The Accountant shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Accountant.

1.7 Non-Exclusive Rights

The rights granted to the Accountant hereunder are non-exclusive, and the Client reserves the right to enter into agreements with other Accountants to perform business damage claims services, including without limitation, any of the services provided for herein.

1.8 Accountant's Compliance with Laws and Regulations

The Accountant 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 Accountant 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 Accountant to render its services hereunder.

1.9 Accountant is not Client's Agent

The Accountant 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 Accountant is not authorized to act as the agent of the Central Florida Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Central Florida Expressway Authority.

1.10 Reduced Scope of Services

The Client shall have the right, by written notice to the Accountant, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Accountant 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 Accountant 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 Accounting Services (described in Article 1.2) is the effective date of each assignment 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 business damage claims report(s) shall be included in the notice to proceed letter for each assignment. By accepting the assignment, the Accountant 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 Accountant determines that the services are not progressing sufficiently to meet the Due Date, the Accountant 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 Accountant by the Client only after payment by the Central Florida Expressway Authority is received by the Client. Payment for services rendered by any sub-consultants shall be paid to the Accountant and the Accountant shall be fully responsible for making payment to any sub-consultant retained by the Accountant. The Accountant acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Accountant's services on behalf of the Central Florida 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 Accountant 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 provided that the invoice is received by the third (3rd) of each month, and upon Client's receipt of funds from the Central Florida Expressway Authority. 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 Business Damages Claim Services

It is expressly agreed and understood that the Accountant shall be paid for satisfactorily performed business damages claim services set forth in each assignment to this Agreement, for business damages claims for each parcel reviewed hereunder in accordance with the compensation schedule set forth on **Exhibit A**. No payment shall be made for business damages claims accounting services until after the receipt of the business damages report(s) by the Client. Once a final business damages report(s) has been provided to the Client, invoices for accounting services shall be paid within forty-

five (45) days after receipt of the invoice, upon receipt of funds from the Central Florida Expressway Authority.

The Accountant 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 business damages report furnished under this agreement if requested by the Client for any other reason not the fault of the Accountant.

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

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Accountant 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 third (3rd) of each month, and funds are received by the Client from the Central Florida Expressway Authority. 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 Accountant shall submit detailed invoices to the Client for all services rendered. The Accountant represents and warrants that all billable hours and rates furnished by the Accountant to the Client shall be accurate, complete and current as of the date of this Agreement or any Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment to the Client, and then Client shall forward the payment to the Accountant as provided herein.

The Client shall notify the Accountant 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 Central Florida Expressway Authority shall promptly pay the Client for the Accountant 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 Central Florida Expressway Authority shall have the right to withhold payment on any invoice in the event that the Accountant is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Accountant.

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of One Hundred Thousand Dollars ($100,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Accountant to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the One Hundred Thousand Dollars ($100,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

ARTICLE 4 – LIQUIDATED DAMAGES

4.1 Business Damages Claim Reports

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

4.2 Responses, Modifications, or Corrections

The Client will notify the Accountant 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 Accountant completes the requested modifications, corrections or additional services, the Accountant shall submit a revised business damages report to the Client.

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

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Accountant shall maintain complete and accurate records relating to all services rendered by Accountant 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 Accountant'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 Accountant'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 its respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Accountant's records. Production of such records by the Accountant shall not constitute promulgation and shall retain in the Accountant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Accountant 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 Accountant to the Central Florida 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 Accountant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Accountant's statement for that month, the entire reasonable expense of the audit shall be borne by the Accountant. The Accountant 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 assignment 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, Accountant will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Accountant. The Accountant shall be paid for the services satisfactorily performed by the Accountant if the business damages report(s) has been provided to the Client. If the business damages report(s) has not been provided to the Client, the Accountant shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Accountant 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 Accountant or its sub-consultants in performing services under this Agreement, whether completed or in process. The Accountant shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7 - CONFIDENTIALITY

Unless otherwise required by law, the Accountant 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 Accountant or received from the Client, concerning the services rendered by the Accountant 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**. Electronic mail, instant messaging or facsimile shall not 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 Accountant. 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 Accountant'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 Accountant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Accountant 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 Accountant, 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 Central Florida 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 Central Florida 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 Central Florida 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 Accountant and Sub-consultants shall not undertake services when it would reasonably appear that such services could compromise the Accountant's judgment or prevent the Accountant from serving the best interests of the Client. Except with the Client's knowledge and consent, the Accountant shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the Central Florida 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 Central Florida 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 Central Florida 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 Central Florida 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 Central Florida Expressway Authority and the Central Florida Expressway Authority is entitled to rely upon the business damages report(s) prepared hereunder.

8.11 Accountant Contractual Authorization

Accountant 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 Accountant 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.

SHUTTS & BOWEN LLP

Attest:

_____
Witness Signature

By: _____
David A. Shontz, Esq.
Legal Counsel to the Central Florida Expressway Authority

_____
Printed Name

_____
Witness Signature

_____
Printed Name

GERSON, PRESTON, ROBINSON, KLEIN, LIPS & EISENBERG, P.A.

_____
Witness Signature

By: _____
Gary R. Gerson, CPA, MBA

_____
Printed Name

_____
Witness Signature

_____
Printed Name

EXHIBIT A

Client's Representative
David A. Shontz, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Accountant's Representative
Gary R. Gerson, CPA, MBA
Gerson, Preston, Robinson, Klein, Lips & Eisenberg, P.A.
666 Seventy-First Street
Miami Beach, Florida 33141

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

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

Name	Position/Expertise	Labor Rate
Gary R. Gerson, CPA, MBA	Principal	$225.00 per hour
Ed Deppmen, CPA/ABV, CFF	Director	$170.00 per hour
Jorge L. Moreno Z.	Manager	$150.00 per hour
Experienced Staff	Staff Accountants	$135.00 per hour

CONSENT AGENDA ITEM

#6

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: August 25, 2014

RE: Addendum to Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Approval of an Addendum to Agreement for Engineering Expert Witness Consulting Services by Donald W. McIntosh Associates, Inc. ("Engineering Expert Witness Consultant") to perform engineering services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206 is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Addendum to Agreement for Engineering Expert Witness Consulting Services is attached for your review.

BACKGROUND/DESCRIPTION

On October 10, 2013, the Engineering Expert Witness Consultant entered into an agreement to provide pre-litigation and litigation engineering consultation services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to $150,000.00 (the "upset limit"). The Engineering Expert Witness Consultant has notified Shutts & Bowen LLP that the Engineering Expert Witness Consultant will reach the $150,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional $100,000.00. The increase is necessary to allow the Engineering Expert Witness Consultant to continue to provide pre-condemnation consultation services, engineering consultation services and litigation support services for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

Sections 429-204, 429-205 and 429-206 have a total of forty-four (44) additional parcels for which appraisal assignments have been made. Assistance is required with engineering issues

on some of those parcels so that the appraisers can complete the appraisal assignments. Additionally, orders of taking have been obtained on the thirty-four (34) parcels in Section 429-203. As litigation proceeds, funds must be available to allow the Engineering Expert Witness Consultant to provide litigation services including production of documents and deposition and possible trial testimony. The requested increase in the upset limit will allow uninterrupted continuation of those services.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Addendum to Agreement for Engineering Expert Witness Consulting Services and authorize execution of the Addendum. Addendum Value: $100,000.00.

ATTACHMENT

Addendum to Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

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ADDENDUM TO AGREEMENT FOR ENGINEERING EXPERT WITNESS CONSULTING SERVICES FOR WEKIVA PARKWAY PROJECT NUMBERS 429-203, 429-204, 429-205, AND 429-206

THIS AGREEMENT is effective this _____ day of September, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Donald W. McIntosh Associates, Inc. ("Engineering Expert Witness Consultant"), whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

WHEREAS, the Engineering Expert Witness Consultant and Client have entered into an agreement for engineering expert witness consulting services dated October 10, 2013; and

WHEREAS, pursuant to the terms set forth in the Agreement for Engineering Expert Witness Consulting Services dated October 10, 2013, payments made to the Engineering Expert Witness Consultant shall not exceed an upset limit of One Hundred Fifty Thousand Dollars ($150,000.00) without an addendum; and

WHEREAS, the Engineering Expert Witness Consultant has notified the Client that the Engineering Expert Witness Consultant will reach the One Hundred Fifty Thousand Dollar ($150,000.00) upset limit; and

WHEREAS, the Client desires that the Engineering Expert Witness Consultant continue to furnish it with engineering expert witness consulting services, and the Engineering Expert Witness Consultant represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Engineering Expert Witness Consultant, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by One Hundred Thousand Dollars ($100,000.00)

All payments made pursuant to this Addendum to the Agreement for Engineering Expert Witness Consulting Services dated October 10, 2013, shall not exceed a total of One Hundred Thousand Dollars ($100,000.00). It shall be the responsibility of the Engineering Expert Witness Consultant to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Thousand Dollar ($100,000.00) 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 Engineering Expert Witness Consulting Services dated October 10, 2013.

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

Attest:

SHUTTS & BOWEN LLP

_____
Witness Signature

Terri L. Martin
Printed Name

_____
Witness Signature

Mary Ellen Farmer
Printed Name

By:_____
David A. Shontz, Esquire
Legal Counsel to the Central Florida Expressway Authority

DONALD W. McINTOSH ASSOCIATES, INC.

_____
Witness Signature

_____
Printed Name

_____
Witness Signature

_____
Printed Name

By:_____
Donald W. McIntosh

AGREEMENT FOR ENGINEERING EXPERT WITNESS CONSULTING SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206

THIS AGREEMENT is effective this 10th day of October, 2013, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Donald W. McIntosh Associates, Inc. ("Engineering Expert Witness Consultant"), whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Orlando-Orange County Expressway Authority, desires to employ the Engineering Expert Witness Consultant to provide engineering expert witness consulting services as described herein; and

WHEREAS, the Engineering Expert Witness Consultant is licensed, qualified, willing and able to perform the engineering expert witness consulting services required on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Engineering Expert Witness Consultant do hereby agree as follows:

ARTICLE 1 - SERVICES TO BE PROVIDED BY THE ENGINEERING EXPERT WITNESS CONSULTANT

1.1 Engineering Expert Witness Consulting Services

The Engineering Expert Witness Consultant agrees to perform engineering expert witness consulting services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 426-205 and 429-206. It is understood and agreed that the performance of the engineering expert witness consulting 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 Engineering Expert Witness Consultant of Record leaves the Engineering Expert Witness Consultant'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 Engineering Expert Witness Consultant of Record so that the services shall be rendered without interruption or shall require the Engineering Expert Witness Consultant to appoint a different individual as the Engineering Expert Witness Consultant of Record. If the Agreement is assigned to another engineering firm, payment shall be made to the Engineering Expert Witness Consultant for all services rendered. Payment for engineering expert witness consulting services shall be made in accordance with the compensation schedule set forth in **Exhibit A**.

The Engineering Expert Witness Consultant of Record shall prepare and deliver six (6) color copies of the engineering report(s) to David A. Shontz, Esquire, at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant acknowledges is reasonable. Upon the request from the Client, the Engineering Expert Witness Consultant shall provide a progress report which shall advise as to the status of the services to be performed by the Engineering Expert Witness Consultant.

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 Engineering Expert Witness Consultant shall consult with the Client regarding services to be performed by the Engineering Expert Witness Consultant at such time(s) as may be mutually convenient for the parties to this agreement. The Engineering Expert Witness Consultant shall initiate such consultations whenever the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant 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 consulting 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 Sub-consultants

The Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant agrees any such payments shall be treated as a direct payment to the Engineering Expert Witness Consultant's account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Engineering Expert Witness Consultant.

1.4 Engineering Expert Witness Consultant's Standards of Performance

The Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant agrees that the Engineering Expert Witness Consultant will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.5 Engineering Expert Witness Consultant's Obligation to Correct Errors or Omissions

The Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Engineering Expert Witness Consultant.

1.6 Non-Exclusive Rights

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

1.7 Engineering Expert Witness Consultant's Compliance with Laws and Regulations

The Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant to render its services hereunder.

1.8 Engineering Expert Witness Consultant Is Not Client's Agent

The Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant 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 Consultant 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 Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant determines that the services are not progressing sufficiently to meet the Due Date, the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant by the Client only after payment by the Orlando-Orange County Expressway Authority to the Client. Payment for services rendered by any sub-consultants shall be paid to the Engineering Expert Witness Consultant and the Engineering Expert Witness Consultant shall be fully responsible for making payment to any sub-consultant retained by the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant'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 Consultation Services

It is expressly agreed and understood that the Engineering Expert Witness Consultant 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; 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 For Engineering Expert Witness Consulting Services

It is expressly agreed and understood that the Engineering Expert Witness Consultant shall be paid for satisfactorily performed engineering expert witness consulting services in accordance with the compensation schedule set forth on **Exhibit A**. No payment shall be made for engineering expert witness consulting 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, the Orlando-Orange County Expressway Authority shall pay all invoices for engineering expert witness consulting services within forty-five (45) days after receipt of the invoice.

The Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant.

The Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant receives or becomes aware of relevant additional information in existence prior to the date the Engineering Expert Witness Consultant signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Engineering Expert Witness Consultant 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. 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 Engineering Expert Witness Consultant shall submit detailed invoices to the Client for all services rendered. The Engineering Expert Witness Consultant represents and warrants that all billable hours and rates furnished by the Engineering Expert Witness Consultant 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 as provided herein.

The Client shall notify the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Engineering Expert Witness Consultant.

3.7 Total Payments Not To Exceed

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 Orlando-Orange County Expressway Authority. It shall be the responsibility of the Engineering Expert Witness Consultant 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 so that Client may timely present the necessary Addendum to the Orlando-Orange County Expressway Authority.

ARTICLE 4 - LIQUIDATED DAMAGES

4.1 Engineering Reports

If the Engineering Expert Witness Consultant fails to submit any engineering report by the Due Date, the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant submits the draft or final engineering report more than seven (7) calendar days after the Due Date, the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant completes the requested modifications, corrections or additional services, the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant shall maintain complete and accurate records relating to all services rendered by Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant'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 Engineering Expert Witness Consultant'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 Engineering Expert Witness Consultant's records. Production of such records by the Engineering Expert Witness Consultant shall not constitute promulgation and shall retain in the Engineering Expert Witness Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Engineering Expert Witness Consultant's statement for that month, the entire reasonable expense of the audit shall be borne by the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant 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 exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, the Engineering Expert Witness Consultant will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant shall be paid for the services satisfactorily performed by the Engineering Expert Witness Consultant if the engineering report(s) has been provided to the Client. If the engineering report(s) has not been provided to the Client, the Engineering Expert Witness Consultant shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant or its sub-consultants in performing services under this Agreement, whether completed or in process. The Engineering Expert Witness Consultant shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7 - CONFIDENTIALITY

Unless otherwise required by law, the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant or received from the Client, concerning the services rendered by the Engineering Expert Witness Consultant 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**. Electronic mail, instant messaging, or facsimile shall NOT 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 Engineering Expert Witness Consultant. 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 Engineering Expert Witness Consultant'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 Engineering Expert Witness Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Engineering Expert Witness Consultant 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 Engineering Expert Witness Consultant, 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 written consent, the Engineering Expert Witness Consultant and Sub-consultants shall not undertake services when it would reasonably appear that such services could compromise the Engineering Expert Witness Consultant's judgment or prevent the Engineering Expert Witness Consultant from serving the best interests of the Client. Except with the Client's knowledge and written consent, the Engineering Expert Witness Consultant 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 State Road 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 engineering report(s) prepared hereunder.

8.11 Engineering Expert Witness Consultant Contractual Authorization

The Engineering Expert Witness Consultant 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 the Engineering Expert Witness Consultant 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:

Terri L. Martin
Witness Signature

Terri L. Martin
Printed Name

Mary Ellen Farmer
Witness Signature

MARY ELLEN FARMER
Printed Name

SHUTTS & BOWEN LLP

By: _____
David A. Shontz, Esquire
Legal Counsel to the Orlando-Orange County Expressway Authority

DONALD W. McINTOSH ASSOCIATES, INC.

Janet B. Hatch
Witness Signature

Janet B. Hatch
Printed Name

Lisa E. Toney
Witness Signature

LISA E. TONEY
Printed Name

By: _____
Donald W. McIntosh

EXHIBIT A

Client's Representative

Shutts & Bowen LLP
David A. Shontz, Esquire
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Engineering Expert Witness Consultant's Representative

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:

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

Please see attached Hourly Rate Schedule, Effective June 1, 2007

ORLDOCS 13109455 1

EXHIBIT "A"

HOURLY RATE SCHEDULE
EFFECTIVE JUNE 1, 2007

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.

CONSENT AGENDA ITEM

#7

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 26, 2014

RE: Award of Contract for
Goldenrod Road Milling and Resurfacing
Contract No. 001036; Project No. 800-903D

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on August 14, 2014, for the referenced project. Bid results were as follows:

	Bidder	Bid Amount
1.	Preferred Materials, Inc.	$3,947,769.18
2.	Hubbard Construction Company	$3,967,000.00
3.	The Middlesex Corporation	$4,031,898.30
4.	Ranger Construction Industries, Inc.	$4,528,718.80

The Engineer's Estimate for this project is $4,307,900.57.

The Procurement Department has evaluated all bids and has determined the bid from Preferred Materials, Inc. (Preferred), to be responsible and responsive to the bidding requirements. Award of the contract to Preferred in the amount of $3,947,769.18 is recommended contingent upon final execution of the contract by both parties.

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

CONTRACT

This Contract No. 001036 (the "Contract"), made this 11th day of September, 2014, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and PREFERRED MATERIALS, INC., of 2710 Michigan Avenue, Kissimmee, Florida 34744, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 800-903D, Goldenrod Road Milling and Resurfacing, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 105 calendar days. The Contract Amount is $3,947,769.18. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on September 11, 2014.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

DATE: _____

PREFERRED MATERIALS, INC.

By:_____
Signature

_____
Print Name

_____
Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 26, 2014

RE: Approval of Final Ranking and Authorization for
Fee Negotiations for Construction Engineering and Inspection Services for
S.R. 429 (Wekiva Parkway) from S.R. 429/US 441 Interchange to Kelly Park Road
Project No. 429-202; Contract No. 000982

In accordance with the approved Procurement Policy and Procedures for professional services consultants, the Procurement Department advertised for Letters of Interest (LOI) for the referenced project on June 14, 2014. Responses were received from four firms by the July 8, 2014, deadline. Those firms were: Rummel, Klepper & Kahl, Inc.; Metric Engineering, Inc.; GAI Consultants, Inc.; Jacobs Engineering Group, Inc.

The LOIs were transmitted to the members of the Evaluation Committee on July 8, 2014, for review and scoring. The Committee met on July 22, 2014, to record the scores for the LOIs. After the scores were recorded, the Committee voted unanimously to shortlist all four firms who were notified by the Procurement Department and directed to submit Technical Proposals. Subsequent to the notification, Metric Engineering withdrew itself from consideration for award. Technical Proposals from the remaining three firms were received on August 12, 2014, and transmitted to the members of the Technical Review Committee for review and scoring.

The Technical Review Committee met on August 26, 2014, to hear oral presentations from the firms and to record the members' scores for the technical proposals and oral presentations. Based on the final scores the following ranking of the firms was determined:

Ranking	Consultant Firm
1	Rummel, Klepper & Kahl, Inc.
2	Jacobs Engineering Group, Inc.
3	GAI Consultants, Inc.

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

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

NOTICE TO PROFESSIONAL ENGINEERING CONSULTANTS
REQUEST FOR LETTERS OF INTEREST FOR
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR
WEKIVA PARKWAY
PROJECT NO. 429-202, CONTRACT NO. 001037

The Orlando-Orange County Expressway Authority requires the services of a Professional Engineering Consultant to provide CEI services required by the Authority for Contract No. 001037, S.R. 429 (Wekiva Parkway) from S.R. 429/US 441 interchange to north of Ponkan Road in Orange County, Florida.

Shortlist consideration will be given to only those firms who are qualified pursuant to law, and as determined by the Authority, based on information provided by the firms, and who have been pre-qualified by FDOT to perform, as a minimum, the indicated Types of Work.

Firms are advised that requests made to the Engineer of Record or any of its subconsultants for project information including design documents and files are prohibited. All such requests must be made through the Authority Contact Person shown below. Any violation of this requirement will be grounds for rejection of a submittal made in response to this notice.

MAJOR TYPES OF WORK: As a minimum, the consultant shall be prequalified by FDOT in the following types of work: Groups 10.1, Roadway Construction CEI; 10.4, Minor Bridge and Miscellaneous Structures CEI. The consultant shall also be prequalified, on its own or through FDOT-approved subconsultants, in the following work types: 10.3, Construction Materials Inspection.

DESCRIPTION: The work will consist of providing CEI services related to the construction of the new limited access roadway (S.R. 429) from south of US 441 Connector Road to north of Ponkan Road. The construction project also includes new interchange ramps to/from S.R. 429 north at the US 441 Connector Road.

The selected firm and its subconsultant(s) shall not enter into any other contract with the Authority during the term of the contracts which would create or involve a conflict of interest with the services to be provided.

LETTERS OF INTEREST SUBMITTAL REQUIREMENTS: Consultants wishing to be considered shall submit six (6) sets of a Letter of Interest package utilizing Times New Roman font, 12 pitch, single spacing and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi). The Letter of Interest shall be a maximum of five (5) pages (8½" x 11"), excluding resumes and attachments identified below. The responses shall address the following:

1. Technical Experience – Demonstrate that the firm and any proposed subconsultants have the ability to perform the work effort required by the Authority. Submit details of specific experience for at least three (3) projects similar to those described above completed by the

consultant's Resident Engineer and other key project team members including the name of client contact person, telephone number, and physical address;

2. Proposed Staffing – Ability, quality, experience and cooperativeness of the proposed individuals of the firm and proposed subconsultants to perform the required services. Detailed resumes of the firm's proposed Resident Engineer and other key personnel presently employed by the firm who will be assigned to the project, as well as resumes of subconsultants that may be involved in key roles, shall be provided. Resumes shall include no more than three client/owner references for all proposed personnel for the past 5 years and availability date for each individual. The firm's Resident Engineer shall have at least five (5) years of experience on CEI contracts. Resumes do not count against the 5 page limit;

3. Project Approach - Provide a narrative describing the firm's approach to delivering the CEI services. In addition to the narrative, provide a proposed project organization chart including subconsultant personnel and a matrix summarizing proposed personnel experience on similar projects including registrations/certifications. The chart and matrix do not count against the 5 page limit;

4. Location of the Firm – To receive the maximum number of points, the firm's local office shall also serve as the firm's corporate headquarters. Identify which situation describes the location of the firm's corporate headquarters: 1) A local corporate headquarters serving as the local office; 2) A sub-local corporate headquarters with a local office; 3) An out of state corporate headquarters with a local office; 4) An out of state corporate headquarters with a sub-local office; 5) No offices within the state. Local is defined as within a 30-mile radius of the Authority's Headquarters Building. Sub-local is defined as within the state of Florida, but outside a 30-mile radius of the Authority's Headquarters Building.

5. M/WBE Utilization – Demonstrate the firm's good faith effort to meet the participation objective for this project which is 15%. Participation equal to or exceeding 20% will receive the highest score. Firms that are submitting as the "prime" consultant and are certified M/WBEs will not be allowed to use that status to satisfy the participation requirement. Such firms are still required to propose a percentage of participation using other certified M/WBEs and will be scored based on that percentage.

6. Current and Projected Workload – Indicate ability of staff to manage a CEI assignment and indicate, as a percentage, the current/projected workload of current staff. Indicate the total number of firm's professional, technical and administrative personnel by discipline, location and office responsible for administering the contract.

7. Volume of Work Previously Awarded – The firm shall submit with the Letter of Interest a list of all direct contracts of any type, both active and completed, between the Authority and the firm during the past five (5) years. The list shall have column headings showing the project name, the firm's Resident Engineer/Project Manager, the project fees, the estimated remaining or final budget amount (exclusive of subconsultant fees associated with the project) as of the date of submittal of the Letter of Interest, the percent complete/status, and any comments relative to the project. The object of this criterion is to effect an equitable distribution of contracts among

qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms. This list does not count against the 5 page limit.

Failure to submit any of the above required information may be cause for rejection of the package as non-responsive.

Each firm will also be evaluated based on past performance on Authority projects only. Items considered will include the quality of work product, whether the project was completed within negotiated fee and the ability of the Authority staff to work with the firm's staff.

SCORING AND SHORTLISTING: The Authority's Evaluation Committee will shortlist a minimum of three (3) firms based on its evaluation and scoring of the Letters of Interest. Past performance on Authority projects will also be considered as indicated above. Scores for each category identified above will be determined using a weighted system. Each category has been assigned a weight factor that will be multiplied by a grade to determine the score. The assigned weights to each category are as follows: Technical Experience (8); Proposed Staffing (10); Project Approach (6); Location of Firm (4); M/WBE Utilization (3); Current and Projected Workload (3); Volume of Work Previously Awarded (-3). Grades for each category will be between 0 and 4. Scoring of Past Performance will have a weight of 6 and a grade range between -2 and 2. If the Committee member has no knowledge of the firm or its past performance on Authority projects then the grade shall be zero.

Shortlisting of firms will be based on converting each Committee member's Total Score into a ranking with the highest score ranked first, second highest ranked second, etc. Once converted, the Committee members' rankings for each firm will be entered into a summary sheet. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

Shortlisted firms will proceed to the next step in the process which includes preparation and submittal of a Technical Proposal and an oral presentation. The Authority will provide the shortlisted firms with a Scope of Services for use in preparing the Technical Proposal together with a partial set of draft construction plans. Each firm will be evaluated and ranked by the Authority's Technical Review Committee based on the Technical Proposal and oral presentation. The highest ranked firm will be presented to the Authority Board for approval and authorization to negotiate fees and expenses.

CODE OF ETHICS: All consultants selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which may be viewed on the Authority's web site at www.oocea.com.

EQUAL OPPORTUNITY STATEMENT: The Orlando-Orange County Expressway Authority, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities.

MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION: Minority/Women/Disadvantaged Business Enterprises will not be discriminated against on the basis of race, color, sex, or national origin in consideration for qualification or an award by the Authority. The Authority has established a 15% participation objective for M/WBE firms for each project.

NON-SOLICITATION PROVISION: From the first date of publication of this notice, no person may contact any Authority Board Member, Officer or Employee or any evaluation committee member, with respect to this notice or the services to be provided. All such requests for information shall be made to the Authority Contact Person indicated below. Refer to the lobbying guidelines of the Authority for further information regarding this Non-Solicitation Provision.

LETTER OF INTEREST RESPONSE DEADLINE:

July 8, 2014, 1:30 p.m., Orlando local time

AUTHORITY CONTACT PERSON:

Mr. Robert Johnson
Manager of Procurement
Telephone: (407) 690-5372

LETTER OF INTEREST RESPONSE ADDRESS:

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: CEI Services for S.R. 429 (Wekiva Parkway), Project 429-202
Contract No. 001037

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

LETTERS OF INTEREST

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES
FOR
S.R. 429 - WEKIVA PARKWAY
PROJECT NO. 429-202

CONTRACT 001037

DUE: JULY 8, 2014

COMPANY NAME

1.	GAI Consultants, Inc
2.	RK & K
3.	Metric Engineering, Inc
4.	Jacobs Engineering Group, Inc.
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

OPENED BY: Courtney Gordon

WITNESSES: Diane McClary

DATE: 7-8-14 TIME: 1:44 pm

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Evaluation Committee Members:
Iranetta Dennis, Director of Business Development
Glenn Pressimone, Director of Engineering
Corey Quinn, Director of Expressway Operations
Julie Naditz, Manager, Highway Construction Division, Orange County

FROM: Robert Johnson, Manager of Procurement

DATE: July 8, 2014

RE: Evaluation Committee Instructions for Letters of Interest for CEI Services for Wekiva Parkway; Contract No. 001037, Project No. 429-202

Thank you for agreeing to serve on the Evaluation Committee for Letters of Interest (LOI) for the above referenced project. LOIs were received and opened on July 8, 2014, from the following four (4) firms:

Rummel, Klepper & Kahl, Inc.	Metric Engineering, Inc.
GAI Consultants, Inc.	Jacobs Engineering Group, Inc.

Copies of the Notice to Professionals/Contractors requesting LOIs, each response received, Evaluation Committee Disclosure form, Evaluation Committee Scoring Sheet and the selection process schedule. **Item 4, Location of Firm; Item 5, M/WBE Utilization; and Item 7, Volume of Work Previously Awarded has been scored. These three scores have been provided to you along with your scoring sheets in the evaluation package.** Consultants/Contractors will be shortlisted based on evaluation and scoring by the Committee of the submittals in accordance with the attached evaluation criteria.

Please notify me immediately if you feel there is a conflict of interest and if you believe that you should be replaced by an alternate committee member. If no conflict exists, please sign the Evaluation Committee Disclosure form and bring it to the first meeting.

Meetings of the Committee may fall under the Sunshine Law, Section 286.011, Florida Statutes. The law requires that reasonable advance public notice of each meeting be given, that the meeting be held at a place accessible to all persons wishing to attend, and that written minutes be prepared.

The schedule will remain in effect unless notified otherwise. The Shortlisting / Evaluation Committee meeting has been scheduled for Tuesday, July 22, 2014, at 8:00 A.M. in the Sandpiper Conference Room (Room 337). I will attend the meeting to act as a facilitator only and will have no official vote. I will also be responsible for preparation of the meeting minutes and for notifying shortlisted firms.

As a reminder, the Authority's Non-Solicitation policy states that no person may contact any Authority Board Member, Officer or Employee or any evaluation/selection committee member, with respect to the notice or the services to be provided. Additionally, in accordance with Florida Statute, members of an Evaluation Committee are not to discuss or communicate the evaluation of the respondents outside of a publicly posted meeting.

Please contact me immediately if you have any questions or concerns. I can be reached at (407) 690-5372.

Attachments

LOI-001037 Committee Meeting July 22, 2014 Minutes

Evaluation Committee for **CEI Services for Wekiva Parkway Project 429-202; LOI-001037,** held a duly noticed meeting on Tuesday, July 22, 2014, commencing at 8:15 a.m. in the Sandpiper Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Corey Quinn, Director of Expressway Operations
Iranetta Dennis, Director of Business Development
Glenn Pressimone, Director of Engineering
Julie Naditz, Manager, Highway Construction Division, Orange County

Other Attendees:
Robert Johnson, Manager of Procurement

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

General discussion ensued about the project and the LOI submittals. Committee members then tallied up the individual evaluation sheets and passed them in for incorporation onto to the LOI shortlist summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

Firms	Score	Ranking
RK&K	06	1
Jacobs Engineering Group, Inc.	07	2
Metric Engineering, Inc.	11	3
GAI Consultants, Inc.	16	4

It was the consensus of the committee that all respondents be shortlisted. Robert stated that Procurement would notify Proposers of their shortlisting and all will be sent technical packages and invitations.

There being no further business to come before the Committee, the meeting was adjourned at 8:39 a.m. These minutes are considered to be the official minutes of the Evaluation Committee of its meeting held Tuesday, July 22, 2014.

Submitted by: _____
Robert Johnson, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

_____
Corey Quinn, Director of Expressway Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 23, 2014

Mr. Mark DeLorenzo, P.E.
Jacobs Engineering Group, Inc.
200 S. Orange Ave., Suite 900
Orlando, Florida 32801

Email: mark.delorenzo@jacobs.com

Re: Construction Engineering and Inspection Services for Wekiva Parkway; Project 429-202, Contract No. 001037

Dear Mr. DeLorenzo:

Your firm has been selected as one of four firms that will advance to the next step in the selection process for the referenced project. The other shortlisted firms are:

Metric Engineering, Inc. RK&K, Inc. GAI Consultants, Inc.

Technical proposals will be due on August 12, 2014, at 1:30 p.m. Enclosed for your use in preparing your technical proposal are 2 documents and a CD with pdf files:

1. Technical/Constructability Review Submittal Requirements package including Oral Presentation Requirements/Guideline.
2. Standard Agreement
3. CD containing project plans, geotech reports, and permits

Final Ranking of the firms will be based on oral presentations, which are scheduled for Tuesday, August 26, 2014, in the Pelican Conference Room (Room 107), at our office located at 4974 ORL Tower Road, Orlando. The oral presentations will be held in alphabetical order as follows:

GAI Consultants, Inc.	08:30 – 09:05 a.m.
Jacobs Engineering Group, Inc.	09:15 – 09:50 a.m.
Metric Engineering, Inc.	10:00 – 10:35 a.m.
RK&K, Inc.	10:45 – 11:20 a.m.

The presentation is essential for your firm to be considered for award of the contract. Thank-you for your interest in the Authority's work program. We look forward to seeing you at the oral presentations.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Robert Johnson
Manager of Procurement

Attachments

cc: D. Budnovich, CFX
G. Pressimone, CFX
J. Berenis, CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 23, 2014

Mr. Edward DeCresie, Vice President
Metric Engineering, Inc.
615 Crescent Executive Ct., Suite 524
Lake Mary, Florida 32746

Email: edecresie@metriceng.com

Re: Construction Engineering and Inspection Services for Wekiva Parkway; Project 429-202, Contract No. 001037

Dear Mr. DeCresie:

Your firm has been selected as one of four firms that will advance to the next step in the selection process for the referenced project. The other shortlisted firms are:

Jacobs Engineering Group, Inc. RK&K, Inc. GAI Consultants, Inc.

Technical proposals will be due on August 12, 2014, at 1:30 p.m. Enclosed for your use in preparing your technical proposal are 2 documents and a CD with pdf files:

1. Technical/Constructability Review Submittal Requirements package including Oral Presentation Requirements/Guideline.
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GAI Consultants, Inc.	08:30 – 09:05 a.m.
Jacobs Engineering Group, Inc.	09:15 – 09:50 a.m.
Metric Engineering, Inc.	10:00 – 10:35 a.m.
RK&K, Inc.	10:45 – 11:20 a.m.

The presentation is essential for your firm to be considered for award of the contract. Thank-you for your interest in the Authority's work program. We look forward to seeing you at the oral presentations.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Robert Johnson
Manager of Procurement

Attachments

cc: D. Budnovich, CFX
G. Pressimone, CFX
J. Berenis, CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 23, 2014

Mr. Greg Aldrich, P.E.
GAI Consultants, Inc.
618 East South Street, Suite 700
Orlando, Florida 32801

Email: g.aldrich@gaiconsultant.com

Re: Construction Engineering and Inspection Services for Wekiva Parkway; Project 429-202, Contract No. 001037

Dear Mr. Aldrich:

Your firm has been selected as one of four firms that will advance to the next step in the selection process for the referenced project. The other shortlisted firms are:

Metric Engineering, Inc. RK&K, Inc. Jacobs Engineering Group, Inc.

Technical proposals will be due on August 12, 2014, at 1:30 p.m. Enclosed for your use in preparing your technical proposal are 2 documents and a CD with pdf files:

1. Technical/Constructability Review Submittal Requirements package including Oral Presentation Requirements/Guideline.
2. Standard Agreement
3. CD containing project plans, geotech reports, and permits

Final Ranking of the firms will be based on oral presentations, which are scheduled for Tuesday, August 26, 2014, in the Pelican Conference Room (Room 107), at our office located at 4974 ORL Tower Road, Orlando. The oral presentations will be held in alphabetical order as follows:

GAI Consultants, Inc.	08:30 – 09:05 a.m.
Jacobs Engineering Group, Inc.	09:15 – 09:50 a.m.
Metric Engineering, Inc.	10:00 – 10:35 a.m.
RK&K, Inc.	10:45 – 11:20 a.m.

The presentation is essential for your firm to be considered for award of the contract. Thank-you for your interest in the Authority's work program. We look forward to seeing you at the oral presentations.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Robert Johnson
Manager of Procurement

Attachments

cc: D. Budnovich, CFX
G. Pressimone, CFX
J. Berenis, CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 23, 2014

Mr. Mike Lausier, PE
RK&K, Inc.
3504 Lake Lynda Drive, Suite 165
Orlando, Florida 32817

Email: mlausier@rkk.com

Re: Construction Engineering and Inspection Services for Wekiva Parkway; Project 429-202, Contract No. 001037

Dear Mr. Lausier:

Your firm has been selected as one of four firms that will advance to the next step in the selection process for the referenced project. The other shortlisted firms are:

Jacobs Engineering Group, Inc. Metric Engineering, Inc. GAI Consultants, Inc.

Technical proposals will be due on August 12, 2014, at 1:30 p.m. Enclosed for your use in preparing your technical proposal are 2 documents and a CD with pdf files:

1. Technical/Constructability Review Submittal Requirements package including Oral Presentation Requirements/Guideline.
2. Standard Agreement
3. CD containing project plans, geotech reports, and permits

Final Ranking of the firms will be based on oral presentations, which are scheduled for Tuesday, August 26, 2014, in the Pelican Conference Room (Room 107), at our office located at 4974 ORL Tower Road, Orlando. The oral presentations will be held in alphabetical order as follows:

GAI Consultants, Inc.	08:30 – 09:05 a.m.
Jacobs Engineering Group, Inc.	09:15 – 09:50 a.m.
Metric Engineering, Inc.	10:00 – 10:35 a.m.
RK&K, Inc.	10:45 – 11:20 a.m.

The presentation is essential for your firm to be considered for award of the contract. Thank-you for your interest in the Authority's work program. We look forward to seeing you at the oral presentations.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Robert Johnson
Manager of Procurement

Attachments

cc: D. Budnovich, CFX
G. Pressimone, CFX
J. Berenis, CFX

METRIC ENGINEERING
WHY THINGS WORK®

August 5, 2014

Mr. Robert Johnson
Manager of Procurement, Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

RE: **Withdrawal from Consideration**
CEI Services for SR 429 (Wekiva Parkway) Project 429-202, Contract No. 001037

Mr. Johnson:

Metric Engineering proposed a CEI staff for your consideration on the above project based upon an anticipated completion of our current assignment in the Spring of 2015. Since submittal of our letter of response package, it has become apparent that a contract time extension will be issued that may render our proposed key staff members unavailable until the Fall of 2015.

The Technical Proposal/Constructability Review Submittal Requirements we received after our shortlist notice states that, *"Proposed staff currently employed on other projects (not anticipated to be completed prior to the commencement of this project) will not be considered as available for this project."* Yesterday you provided clarification that the Authority anticipates construction commencement to be between January and March 2015.

Therefore, based upon our appreciation for the integrity of the consultant selection process, we are immediately notifying you of the change to our availability and respectfully, withdraw our team from further consideration on this project.

We sincerely regret any inconvenience this may cause.

Sincerely,
METRIC ENGINEERING, INC.

Edward J. DeCresie
Vice President/Area CEI Manager

Office: (407) 660-4720
Fax: (407) 660-4770
615 Crescent Executive Court, Suite 524, Lake Mary, FL 32746
www.metriceng.com

MEMORANDUM

TO: Technical Review Committee Members:
Joe Berenis, Executive Deputy Director Engineering and Operations
Ben Dreiling, Director of Construction and Maintenance
Don Budnovich, Resident Engineer

FROM: Robert Johnson
Manager of Procurement

DATE: August 12, 2014

RE: Technical Review Committee Instructions for Technical Proposals and Presentations for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway; Project 429-202, Contract No. 001037

Technical proposals were received today, Tuesday, August 12, 2014, at 1:30 p.m. Enclosed for your use are copies of each firm's technical proposal and scoring packages (Evaluation Committee Disclosure form, Technical Proposal Submittal Requirements, and Technical Proposal Scoring Sheet).

Final Ranking of the firms will be based on oral presentations, which are scheduled for Tuesday, August 26, 2014, in the Pelican Conference Room (Room 107), at our office located at 4974 ORL Tower Road, Orlando. The oral presentations will be held in alphabetical order as follows:

GAI Consultants, Inc.	08:30 – 09:05 a.m.
Jacobs Engineering Group, Inc.	09:15 – 09:50 a.m.
RK&K, Inc.	10:00 – 10:35 a.m.

Presentations will be 20 minutes in duration followed by a 15 minute QA session.

I will attend the meeting to act as a facilitator only and will have no official vote. I will also be responsible for preparation of the meeting minutes and Consent Agenda item.

Please contact me immediately if you have any questions or concerns. I can be reached at (407) 690-5372.

Attachments

LOI-001037 Project 429-202 Committee Meeting August 26, 2014 Minutes

Technical Review Committee for **CEI Services for Project No. 429-202 (Wekiva Parkway) Contract No. 001037,** held a duly noticed meeting on Tuesday, August 26, 2014, commencing at 8:26a.m. in the Pelican Conference Room at the CFX Administrative Bldg, Orlando, Florida.

Committee Members Present:
Glenn Pressimone, Director of Engineering
Ben Dreiling, Director of Construction
Don Budnovich, Resident Engineer

Other Attendees:
Robert Johnson, Manager of Procurement

Discussion and Motions:
Robert Johnson commenced each presentation with a brief overview of the process and introduced the Technical Review Committee.

GAI Consultants, Inc. -	08:29am to at 09:05am
Jacobs Engineering Group, Inc. -	09:23am to at 09:59am
RK&K, Inc. -	10:11am to at 10:41am

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

FIRM	Points	Ranking
RK&K, Inc.	03	01
Jacobs Engineering Group, Inc.	06	02
GAI Consultants, Inc.	09	03

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order.

The committee agreed that Ben Dreiling would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 10:56am These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, August 26, 2014, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Robert Johnson

Approved by: _____
Ben Dreiling

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

FINAL RANKING SUMMARY

(CEI) Services for Wekiva Parkway

PROJECT 429-202, CONTRACT NO. 001037

CONSULTANT	Glenn Pressimone RANKING	Ben Dreiling RANKING	Don Budnovich RANKING	TOTAL SCORE	RANKING
GAI Consultants, Inc.	3	3	3	9	3
Jacobs Engineering Group, Inc.	2	2	2	6	2
RK&K, Inc.	1	1	1	3	1

TECHNICAL REVIEW COMMITTEE MEMBERS:



Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

	Yes	No
1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal?	☐	☑
2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal?	☐	☑
3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal?	☐	☑
4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal?	☐	☑
5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over $100 from any entity, or a principal of any entity that may submit a proposal?	☐	☑
6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months?	☐	☑
7. Do you know of any reason that would impact your impartiality with respect to this solicitation?	☐	☑

If you answer yes to any of these questions, please explain below
Additional comments - NA -

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, Glenn Pressimone, hereby certify that I have read and understand the Central Florida
(Name)
Expressway ~~Authority~~ Ethics Policy and I agree to be bound by the applicable laws and policies.

Glenn Pressimone
(Signature)

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

	Yes	No
1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal?	☐	☑
2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal?	☐	☑
3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal?	☐	☑
4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal?	☐	☑
5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over $100 from any entity, or a principal of any entity that may submit a proposal?	☐	☑
6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months?	☐	☑
7. Do you know of any reason that would impact your impartiality with respect to this solicitation?	☐	☑

If you answer yes to any of these questions, please explain below
Additional comments_____

_____

_____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, Don Budnovich, hereby certify that I have read and understand the Central Florida
(Name)
Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.

_____
(Signature)

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

	Yes	No
1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal?	☐	☒
2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal?	☐	☒
3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal?	☐	☒
4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal?	☐	☒
5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over $100 from any entity, or a principal of any entity that may submit a proposal?	☐	☒
6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months?	☐	☒
7. Do you know of any reason that would impact your impartiality with respect to this solicitation?	☐	☒

If you answer yes to any of these questions, please explain below
Additional comments_____

_____

_____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, B. Dooley, hereby certify that I have read and understand the Central Florida
(Name)
Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.

_____
(Signature)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Sign-In Sheet
Oral Presentation/Interview - Jacobs Engineering Group, Inc

Project Title: Construction Engineering and Inspection Services for Wekiva Parkway
Project No. 429-202
Contract # 001037

Date: August 26, 2014
Time: 9:15 a.m. - 9:50 a.m.
Pelican Conference Room #107

COMPANY NAME	REPRESENTATIVE	CONTACT #	FAX #	EMAIL ADDRESS
Jacobs	Ricardo Rivera	407-744-3444		~~river~~ ricardo.rivera-reyes@jacobs.com
Jacobs	Trace Rose	813-541-7944		trace.rose@jacobs.com
Jacobs	Jorge I Sevilla	3055067981	1.813.676.2301	jorge.sevilla@jacobs.com
JBS ENG	Steve Chambers	407 466- 1642		STEVE @ JBS ENG .com
Mehta	Radha Mehta	407 657 6662		RadhaMehta @ MehtaEng.com
Jacobs	Mark DeLorenzo	8133764498		Mark.DeLorenzo@Jacobs.com
Jacobs	Marcus Kelly	813 376 4498		MARCUS. Kelly@jacobs.com ~~Marcus~~

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Sign-In Sheet
Oral Presentation/Interview - GAI Consultants, Inc

Project Title: Construction Engineering and Inspection Services for Wekiva Parkway
Project No. 429-202
Contract # 001037

Date: August 26, 2014
Time: 8:30 a.m. - 9:05 a.m.
Pelican Conference Room #107

COMPANY NAME	REPRESENTATIVE	CONTACT #	FAX #	EMAIL ADDRESS
GAI	Greg Aldrich	407-625-1030	407-843-1070	g.aldrich@consultants.com
GAI	CEE CALDWELL	321 436 3795	407 843 1070	L.CALDWELL@GAICONSOLTANTS.COM
GAI	Chris Leon	407-423-8398	407-843-1070	c.leon@gaiconsultants.com
DRMP	ALAN NORRIS	321 231 4892		anorris@gmail.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Sign-In Sheet
Oral Presentation/Interview - RK & K, Inc

Project Title: Construction Engineering and Inspection Services for Wekiva Parkway
Project No. 429-202
Contract # 001037

Date: August 26, 2014
Time: 10:00 a.m. - 10:35 a.m.
Pelican Conference Room #107

COMPANY NAME	REPRESENTATIVE	CONTACT #	FAX #	EMAIL ADDRESS
RK+K	Jennifer Brackman	321.397.7820	321.397.7826	jbrackman@rkk.com
RK&K	Jasmi Alemany	407-334-8035		jalemany@rkk.com
RK&K	Joel Iglesias	407-312-1505		JIglesias@RKK.com
RK&K	Earl Hollister	321-229-6540		ehollister@rkk.com
RK&K	MIKE LANSIER	407-919-2300		MLANSIER@CFX.ORG
RK&K	DAN FOSS	813-205-6135		dfoss@rkk.com
RKK	ANDREW RUPLINGER	863-272-3603		grupinger@RKK.com
PI Consulting	Chaitali Prajapati	407-491-0418		cprajapati@PICSHC.com
RK+K	PAUL STROESSNER	407 770 3560		PSTROESSNER@RKK.com
PSI	Lydia Wing	407 509 3429		lydia.wing@PSIUSA.com

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

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

DATE: August 25, 2014

RE: Consent Agenda Item
Construction Contract Modifications

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

Contract No.	Name	Contract Description	Original Contract Amount ($)	Previous Authorized Adjustments ($)	Requested ($) September 2014	Total Amount ($) to Date*	Time Increase or Decrease
599-616	Traffic Control Products of FL, Inc.	Systemwide Trailblazers Signs	965,793.50	0.00	(38,684.37)	927,109.13	0
429-621	United Signs & Signals, Inc.	SR 429 Guide Sign Replacement	1,859,383.90	0.00	10,583.89	1,869,967.79	0
599-520	United Signs & Signals, Inc.	Systemwide Data Collection System Upgrade	4,290,457.94	0.00	60,612.00	4,351,069.94	0
				TOTAL	**$32,511.52**		

* Includes Requested Amount for current month.

BD/cb/ek

cc: Joe Berenis, P.E.

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

Contract 599-616: Systemwide Trailblazers Signs
Traffic Control Products of FL, Inc.
SA 599-616-0914-01

Quantity Adjustments for Completed Pay Items
The Authority wishes to adjust quantities for completed pay items in the Contract. This will adjust the contract quantities to reflect the actual authorized quantities installed under the Contract. The Disputes Review Board was not required for this project.

OVERRUN THE FOLLOWING PAY ITEMS:	
F&I Single Post Sign Assembly (12-20 SF)	$8,094.00
Replace Sign Panel (15 SF or Less)	$2,233.00
	$10,327.00
UNDERRUN THE FOLLOWING PAY ITEMS:	
Concrete Sidewalk (4" Thick)	($6,210.00)
Sod (Performance Turf)	($1,250.00)
F&I Single Post Sign Assembly (Less Than 12 SF)	($950.00)
F&I Barrier Mounted Sign Assembly (12-20 SF)	($2,144.00)
F&I New Sign Panel (15 SF or Less)	($660.00)
F&I New Sign Panel (16-100 SF) Ground Mounted	($571.00)
F&I New Sign Overlay (15 SF or Less)	($2,016.00)
F&I 3M Linear Delineation System (6" Panels)	($12,587.25)
F&I Luminaires on Existing Sign Assembly	($11,828.00)
Allowance for Disputes Review Board	($3,000.00)
Work Order Allowance	($7,795.12)
	($49,011.37)
TOTAL AMOUNT FOR PROJECT 599-616	**($38,684.37)**

Contract 429-621: SR 429 Guide Sign Replacement
United Signs & Signals, Inc.
SA 429-621-0914-01

Add/Delete Pay Items to Contract

The Authority wishes to add the following pay items due to the change in scope of work. This adjustment was made to LED driver box pay items to accommodate nine (9) drivers in cabinet and modify per Plan Revision #2.

ADD THE FOLLOWING PAY ITEMS:	
F&I LED 6 Driver Box	$218,299.90
F&I LED 9 Driver Box	$10,660.20
	$228,960.10
DELETE THE FOLLOWING PAY ITEM:	
F&I LED Driver Box	($231,039.90)
Subtotal: Add/Delete Pay Items to Contract	($ 2,079.80)

Adjustments for Contract Items

The Authority wishes to adjust quantities to accommodate additional work and change in this contract. This will adjust the contract quantities to reflect the changes made to this contract.

OVERRUN THE FOLLOWING PAY ITEMS:	
F&I Conduit (2" PVC Sch. 40) (Underground)	$619.20
F&I Conduit (1" Galvanized) (Surface Mount)	$2,099.50
F&I Conductor #10 (Insulated)	$1,670.40
F&I Conductor #6 (Insulated)	$498.75
F&I Luminaire & Bracket Arm on Existing Sign Assembly	$7,143.48
F&I Pull Box Roadside (Moulded)	$632.36
	$12,663.69
TOTAL AMOUNT FOR PROJECT 429-621	**$10,583.89**

Contract 599-520: Systemwide Data Collection System Upgrade
United Signs & Signals, Inc.
SA 599-520-0914-01

Wrong Way driving at entrance / exit ramps has been and continues to be an unsafe driver event that occasionally occurs on limited access roadways such as ours. In an effort to enhance driver safety and reduce the probability of a wrong way driver unwittingly entering our system, the Authority has developed plans for implementation of a visual deterrent system. At this time, we are requesting Board approval to implement a prototype of this system at one location (EB Exit Ramp from SR 528 to SR 520). The cost to implement this system is $60,612.00 as itemized for your reference below:

Add Pay Items

The Authority wishes to add the following pay items to install the wrong way driving system. This will add the new pay items to reflect the changes made to the contract.

ADD THE FOLLOWING PAY ITEMS:

Mobilization, Wrong Way Driving	$2,342.00
Maintenance of Traffic, Wrong Way Driving	$2,385.00
Conduit (1-2" HDPE/SDR 11) (Trench or Plow)	$313.00
Conduit (1-2" HDPE/SDR 11) (Bore)	$1,853.28
Fiber Optic Conduit (2-1" HDPE/SDR 11 & 1-2" HDPE/SDR 11) (Trench or Plow)	$12,169.90
Uninterruptible Power Supply (Install Only)	$408.11
Single Post Sign, F&I Ground Mount, Up to 12 SF	$8,024.00
RRFB Wrong Way System Complete (Install) (AC)	$9,541.00
Conductors (F&I) (Insulated) (#6)	$6,206.10
Conduit (F&I – Surface Mount) (RGS) (2")	$245.90
ITS Field Cabinet, F&I, Special, Pole Mount (NEMA)	$1,256.90
	$44,745.19

Adjustments for Contract Items

The Authority wishes to adjust quantities to accommodate installation of the wrong way driving system. This will adjust the contract quantities to reflect the changes made to the contract.

OVERRUN THE FOLLOWING PAY ITEMS:

Fiber Optic Cable (Single Mode, 12 Fiber) (F&I)	$2,120.58
Fiber Optic Fusion Splice	$310.92
Pull Box (F&I)	$6,332.00
Small Fiber Optic Pull Box (F&I)	$1,318.03
Fiber Optic Conduit (2-1" HDPE/SDR 11) (Trench or Plow)	$104.38
Electrical Service Disconnect (F&I)	$2,223.00
Prestressed Concrete Pole (F&I) (Type II) (12')	$847.00
Fiber Optic Media Converter (F&I)	$1,315.26
Fiber Optic Patch Panel – 12 Port (F&I)	$1,295.64
	$15,866.81

TOTAL AMOUNT FOR PROJECT 599-520	**$60,612.00**

CONSENT AGENDA ITEM

#10

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 26, 2014

RE: Approval of Contract Renewal with
TransCore, LP for Maintenance of ITS Infrastructure
Contract No. 000720

Board approval is requested for the second and final renewal of the referenced contract with TransCore, LP, in the amount of $698,146.25. The renewal period will be from October 31, 2014, to October 30, 2015, for the same amount as the current renewal and at the same unit prices included in the original Contract executed in September 2010.

The services to be provided under the renewal will include complete maintenance services for the Authority's ITS infrastructure and systems including, closed circuit television cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices.

Original Contract Amount	$1,720,295.00 (3-year term with no cost increases)
First Renewal Amount	$698,146.25 (1 year)

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

****SECOND CONTRACT RENEWAL ****
MAINTENANCE OF ITS INFRASTRUCTURE
OOCEA CONTRACT NO. 000720

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (WRITTEN)	UNIT PRICE (NUMERICAL)	TOTAL
1	668	EA	PREVENTIVE MAINTENANCE– CCTV CAMERAS		$ 152.00	**$ 101,536.00**
2	572	EA	PREVENTIVE MAINTENANCE– DATA SENSORS		$ 90.00	**$ 51,480.00**
3	52	EA	PREVENTIVE MAINTENANCE– SINGLE LINE DMS		$ 185.00	**$ 9,620.00**
4	39	EA	PREVENTIVE MAINTENANCE– 3-LINE DMS		$ 230.00	**$ 8,970.00**
5	48	EA	PREVENTIVE MAINTENANCE– PORTABLE DMS		$ 150.00	**$ 7,200.00**
6	1568	EA	PREVENTIVE MAINTENANCE– TRAFFIC MONITORING STATION		$ 59.00	**$ 92,512.00**
7	256	EA	DAILY ITS SYSTEM MONITORING		$ 115.00	**$ 29,440.00**
8	3450	MH	REGULAR LABOR (HOURLY RATE)		$ 53.75	**$ 185,437.50**
9	350	MH	OVERTIME LABOR (HOURLY RATE)		$ 80.00	**$ 28,000.00**
10	225	MH	REGULAR LABOR (FIBER OPTIC SUBCONTRACTOR) (HOURLY RATE)		$ 67.25	**$ 15,131.25**
11	70	MH	OVERTIME LABOR (FIBER OPTIC SUBCONTRACTOR) (HOURLY RATE)		$ 169.75	**$ 11,882.50**
12	20	EA	SINGLE LANE CLOSURE		$ 407.00	**$ 8,140.00**
13	48	EA	TWO-LANE CLOSURE		$ 545.00	**$ 26,160.00**
14	10	EA	THREE-LANE CLOSURE		$ 707.00	**$ 7,070.00**
15	3	EA	RAMP CLOSURE		$ 439.00	**$ 1,317.00**
16	250	MH	OFF-DUTY LAW ENFORCEMENT OFFICER		$ 57.00	**$ 14,250.00**
17	N/A	N/A	ALLOWANCE FOR PARTS		$ 100,000.00	**$ 100,000.00**
			RENEWAL AMOUNT			**$ 698,146.25**

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000720

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this ____ day of ____, 2014, by and between the Central Florida 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 September 22, 2010, with a Notice to Proceed date of October 31, 2010, whereby the Authority retained the Contractor to perform maintenance services for the Authority's ITS infrastructure and systems; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a second renewal of said Original Agreement beginning the 31st day of October, 2014, and ending the 30th day of October, 2015, in the amount of $698,146.25 which amount restates the amount of the Original Agreement and any supplements thereto.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending October 30, 2014, the Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending October 30, 2014.

All terms and conditions of the 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.

TRANSCORE, L.P.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only

_____
General Counsel for the Authority

WORKSHEET FOR RENEWAL/NON-RENEWAL OF CONTRACT

Contractor: Transcore, LLC. Contract No.:000720

Contract Name/Description: Maintenance of ITS Infrastructure

Contract Amount (Including Supplemental Agreement):$ 2,419,441.25

Original Contract Execution Date: 10/7/2010

Original Contract Term: 3 Years with 2 Renewal Options

First Renewal: _____ Second Renewal: X

What is the factual basis to support renewal/non-renewal recommendation? Are the value and level of service provided by the (Contractor) (Consultant) satisfactory and adequate for the Authority's needs? For non-renewal recommendation due to Contractor non-compliance, give specific instances for non-compliance with work/performance requirements. Has Contractor been notified of the instances of non-compliance? Give date(s) and method(s) of notification. For non-renewal recommendation due to other reasons (scope changes, quantity, work limit changes, price increases), give specifics.

CONTRACTOR HAS MET CONTRACT EXPECTATIONS AND REQUIREMENTS

Renewal Recommended

Yes ✓ No _____ _____ 5/29/14

(Recommending Department Head/Manager) Date

Approve Recommendation

Yes X No _____ _____ 5/29/14

(Name) Date

Deputy Executive Director

Concur With Recommendation

Yes ✓ No _____ _____ 5/29/14

(Name) Date

Director of Procurement

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

October 26, 2010

Mr. Hugh Stetter, P.E.
TransCore, LP
5858 South Semoran Boulevard
Orlando, Florida 32822

Re: Maintenance of ITS Infrastructure
OOCEA Contract No. 000720
Notice to Proceed

Dear Mr. Stetter:

The Authority has executed a Contract with TransCore, LP for the Maintenance of ITS Infrastructure. This contract includes a maximum fee of $1,721,295 to perform the scope as described in the Contract paperwork, two (2) executed copies of which were provided for your use on October 7, 2010.

This letter will serve as your Notice to Proceed for the referenced Project effective October 31, 2010. The contract time associated with this contract is three (3) years beginning October 31, 2010.

We look forward to working with you on this project.

Sincerely,

L.A. Griffin
Manager of Expressway Operations

cc: Claude Miller, OOCEA
Rod Stroupe, OOCEA
Charles R. Lattimer, P.E., PBS&J

WALTER A. KETCHAM, JR. *Chairman*
TANYA J. WILDER *Vice Chairman*
MARK C. FILBURN *Secretary/Treasurer*
NORANNE B. DOWNS, P.E. *Ex Officio Florida Department of Transportation*
RICHARD T. CROTTY *Ex Officio Orange County*
MICHAEL SNYDER, P.E. *Executive Director*

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 22nd day of September, 2010, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and TRANSCORE, LP, 5858 South Semoran Boulevard, Orlando, Florida 32822, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about July 31, 2010, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized

representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies and bonds,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONTRACTOR, and
1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date first written above. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Maintenance of ITS Infrastructure

Contract No: 000720

This Supplemental Agreement No. 1 entered into this 25th day of July, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and TRANSCORE, LP, (the "Contractor"), the same being supplementary to the Agreement between the aforesaid, dated September 22, 2010, for services pertaining to maintenance of ITS infrastructure, (the Contract").

1. The Authority wishes to amend the language in the first sentence of Article 2, Term and Notice, in the Agreement to read as follows:

   "The initial term of the Contract will be three (3) years from the date of the Notice to Proceed from the Authority."

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

3. The Authority and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the 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 Contractor's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 1 is necessary to clarify the start date for the Contract.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Maintenance of ITS Infrastructure

Contract No.: 000720

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: 8/2/13

TRANSCORE, LP

_____

By: _____
Russell L. Reeser

Title: Vice President

Attest: _____ (Seal)

Date: 7/30/13

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jane Bell, Notary Public
Swatara Twp., Dauphin County
My Commission Expires June 3, 2017

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
TRANSCORE, LP

MAINTENANCE OF ITS INFRASTRUCTURE
CONTRACT NO. 000720

CONTRACT DATE: SEPTEMBER 22, 2010
CONTRACT AMOUNT: $1,721,295.00

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, PRICE PROPOSAL, TECHNICAL PROPOSAL, PERFORMANCE BOND AND FORMS

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, PRICE PROPOSAL, TECHNICAL PROPOSAL, PERFORMANCE BOND AND FORMS

FOR

MAINTENANCE OF ITS INFRASTRUCTURE

CONTRACT NO. 000720

SEPTEMBER 2010

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Mark C. Filburn, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Richard T. Crotty, Ex-Officio Member

Executive Director

Michael Snyder, P.E.

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CONTRACT

This Contract (the "Contract" as defined herein below), is made this 22nd day of September, 2010, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and TRANSCORE, LP, 5858 South Semoran Boulevard, Orlando, Florida 32822, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about July 31, 2010, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized

representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies and bonds,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONTRACTOR, and
1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date first written above. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to

include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the three-year Contract term is $1,721,295.00.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional

actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the required Services. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to AUTHORITY on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to AUTHORITY.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and

Company's Key Rating Guide and must be approved by the AUTHORITY. All surety bonds shall be in a form and issued by a surety company approved by AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

6.5 **Payment Bond** 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 amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. 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 agent's name, address and telephone number shall be clearly stated on the face of the Payment Bond.

In the event that the surety executing the bond (although acceptable to the AUTHORITY at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the AUTHORITY's initial approval of the company, then the AUTHORITY may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the AUTHORITY. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by the AUTHORITY.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONTRACTOR shall immediately notify AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly James Blumhoefer, Richard Allen, Bev Mitchell, David Emrick, Stephen Fischer, Myles McNamara, Andy Fong and Rick Louis (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to AUTHORITY and the AUTHORITY shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing

services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

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

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the

AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONTRACTOR Property or any license granted to AUTHORITY for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONTRACTOR, or a third party; **or**

12.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the

subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws, as may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to the 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 CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted

claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

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

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any

material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

26. SURVIVAL OF EXPIRATION OR TERMINATION

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

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

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

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on September 22, 2010.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: 10/7/10 Claude Miller

TRANSCORE, LP

By: _____

Print Name: JOSEPH S. GRABIAS

Title: VICE PRESIDENT FINANCE

ATTEST: _____ (SEAL)
RUSSELL L. REESER, ASSISTANT SECRETARY

TransCore, LP
MARCH 3, 1994

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

CONSENT AGENDA ITEM

#11

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 26, 2014

RE: Renewal of Contract No. 001009 with
The W Group Consulting Firm, LLC for
Business Development Management Consultant Services

Board approval is requested for the first renewal of the referenced contract with The W Group Consulting Firm, LLC, for a one year period, beginning November 25, 2014, in the amount of $68,000.00. Services to be provided under this renewal will include assisting Business Development staff to initiate our strategic outreach plan whose purpose is to provide local small, minority and women-owned businesses with the necessary resources to become effective viable businesses and eligible to take advantage of the Authority's procurement opportunities.

The terms and conditions of the original contract, including manhour rates will remain unchanged for the renewal period.

Original Contract Amount	$47,650.00
Supplemental Agreement No. 1	$20,350.00
Total Original Contract Amount	$68,000.00 (1 year contract term)
Total Contract Renewal Amount	$68,000.00

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Iranetta Dennis, Director of Business Development
Contract File

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 20th day of November, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and THE W GROUP CONSULTING FIRM, LLC, 8815 Conroy-Windemere Road, Suite 214, Orlando, Florida 32835, hereinafter the CONSULTANT:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to perform business development management services as may be assigned to the CONSULTANT by the AUTHORITY; and,

WHEREAS, on or about October 21, 2013, the AUTHORITY issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include business development management services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other consultants or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONSULTANT, and
1.5 The Price Proposal submitted by CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date of the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 150 days prior to the expiration of the initial one-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PRICE PROPOSAL
BUSINESS DEVELOPMENT MANAGEMENT CONSULTANT SERVICES- CONTRACT NO. 001009

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	HOURLY RATE	TOTAL COST
1	230	MANHOURS	BUSINESS DEVELOPMENT ASSISTANCE	$ 90	$ 20,700
2	280	MANHOURS	PROGRAM DEVELOPMENT ASSISTANCE	$ 90	$ 25,200
3	70	MANHOURS	ADMINISTRATIVE ASSISTANT	$ 25	$ 1,750
			TOTAL PROPOSAL AMOUNT		$ 47,650

PP-4

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

November 25, 2013

Ms. Wendy Anderson
The W Group Consulting Firm, LLC.
8815 Conroy Windermere Road Suite 214
Orlando, Florida 32835

Re: Business Development Management Consultant Services
Contract No. 001009
Notice to Proceed

Dear Ms. Anderson:

This letter will service as your Notice to Proceed with the services under the referenced Contract effective November 25, 2013. The Contract term will be one (1) years with an option to extend the Contract for 2 one-year renewal periods. Exercise of the options will be made at the sole discretion and election of the Authority.

We look forward to working with you on this important Authority project.

Sincerely,

Iranetta J. Dennis
Business Development Director

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*

WORKSHEET FOR RENEWAL/NON-RENEWAL OF CONTRACT

Contractor: The W Group Consulting Firm Contract No.:001009

Contract Name/Description: Business Development Management Consultant Services

Contract Amount (Including Supplemental Agreement):$ 47,650.00

Original Contract Execution Date: 11/25/2013

Original Contract Term: 1 Year with 2 Renewal Options

First Renewal: X Second Renewal:_____

What is the factual basis to support renewal/non-renewal recommendation? Are the value and level of service provided by the (Contractor) (Consultant) satisfactory and adequate for the Authority's needs? For non-renewal recommendation due to Contractor non-compliance, give specific instances for non-compliance with work/performance requirements. Has Contractor been notified of the instances of non-compliance? Give date(s) and method(s) of notification. For non-renewal recommendation due to other reasons (scope changes, quantity, work limit changes, price increases), give specifics.

Value and level of service provided are satisfactory and adequate for Authority's needs.

Renewal Recommended

Yes ✓ No_____ _____ 7/1/14

(Recommending Department Head/Manager) Date

Approve Recommendation

Yes ✓ No_____ _____ 7-8-14

(Name) Date

Deputy Executive Director

Concur With Recommendation

Yes ✓ No_____ _____ 7/8/14

(Name) Date

Director of Procurement

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001009

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this ___day of ____, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and The W Group Consulting Firm, LLC, hereinafter called "Consultant"

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated November 20, 2013, with a Notice to Proceed date of November 25, 2013, whereby the Authority retained Consultant to provide business development management consultant services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 25th day of November, 2014, and ending the 24th day of November, 2015, for the amount of $68,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending November 24, 2014, 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 November 24, 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 except as follows:

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

THE W GROUP CONSULTING FIRM, LLC

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: The W Group Consulting Firm, LLC

Contract No: 001009 Project No.: N/A

This Supplemental Agreement No. 1 entered into this 14th day of August, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE W GROUP CONSULTING FIRM, LLC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated November 20, 2013, for services pertaining to business development management, (the "Contract").

1. The Authority has determined it necessary to increase the Contract amount by $20,350.00 in order to continue the required business development management services to the end of the Contract Term; and,

2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract; and,

3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, 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 complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 1 is necessary to continue the required services to the end of the Contract Term and was approved by the Authority's Board of Directors at its meeting on August 14, 2014.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Business Development Management Services

Contract No.: 001009 Project No.: N/A

Amount of Changes to this document: $20,350.00

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

"Authority":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 8/28/14

"Consultant":

THE W GROUP CONSULTING FIRM, LLC

By: _____
Authorized Signature

Print Name: Wendy D. Anderson

Title: Managing Director

Attest: Darleen Mazzillo
Notary

Date: 8/28/14

DARLEEN MAZZILLO
Notary Public - State of Florida
My Comm. Expires Mar 25, 2017
Commission # EE 879488
Bonded Through National Notary Assn.

Approved as to form and execution, only.

_____
General Counsel for the Authority

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
THE W GROUP CONSULTING FIRM, LLC,

BUSINESS DEVELOPMENT MANAGEMENT CONSULTANT SERVICES

CONTRACT NO. 001009

CONTRACT DATE: NOVEMBER 20, 2013
CONTRACT AMOUNT: $47,650.00

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL AND PRICE PROPOSAL

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL AND PRICE PROPOSAL

FOR

BUSINESS DEVELOPMENT MANAGEMENT CONSULTANT SERVICES

CONTRACT NO. 001009

NOVEMBER 2013

Members of the Board

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

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CONTRACT

This Contract (the "Contract" as defined herein below), is made this 20th day of November, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and THE W GROUP CONSULTING FIRM, LLC, 8815 Conroy-Windemere Road, Suite 214, Orlando, Florida 32835, hereinafter the CONSULTANT:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to perform business development management services as may be assigned to the CONSULTANT by the AUTHORITY; and,

WHEREAS, on or about October 21, 2013, the AUTHORITY issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include business development management services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other consultants or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONSULTANT, and
1.5 The Price Proposal submitted by CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date of the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 150 days prior to the expiration of the initial one-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $47,650.00

3.2 AUTHORITY agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultant. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another CONSULTANT doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONSULTANT shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONSULTANT

agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONSULTANT shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)

include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such polices and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

CONSULTANT shall comply, and shall cause its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONSULTANT Property,

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with the AUTHORITY Property,

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

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

10. PRESS RELEASES

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

11. PERMITS, LICENSES, ETC.

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

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

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

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

15. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

17. OTHER SEVERABILITY

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

18. GOVERNING LAW

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

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

19. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORTIY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONSULTANT shall structure its relationship with its employees such that the employees may be assigned, reassigned, or transferred from one toll collection plaza to another by CONSULTANT, upon written direction or request of AUTHORITY.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of the AUTHORITY.

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

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

22. SURVIVAL OF EXPIRATION OR TERMINATION

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

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

22.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

22.4 Obligations upon expiration or termination of the Contract, as set forth in Section 23; and

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

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract: CONSULTANT shall submit to AUTHORITY a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and

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

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: 11/25/13

THE W GROUP CONSULTING FIRM, LLC

By: _____

Print Name: Wendy D. Andeson

Managing Director
Title

ATTEST: _____ (Seal)

DATE: 11/25/2013

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: The W Group Consulting Firm, LLC

Contract No: 001009 Project No.: N/A

This Supplemental Agreement No. 1 entered into this 14th day of August, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE W GROUP CONSULTING FIRM, LLC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated November 20, 2013, for services pertaining to business development management, (the "Contract").

1. The Authority has determined it necessary to increase the Contract amount by $20,350.00 in order to continue the required business development management services to the end of the Contract Term; and,

2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract; and,

3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, 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 complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 1 is necessary to continue the required services to the end of the Contract Term and was approved by the Authority's Board of Directors at its meeting on August 14, 2014.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Business Development Management Services

Contract No.: 001009 Project No.: N/A

Amount of Changes to this document: $20,350.00

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

"Authority":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

"Consultant":

THE W GROUP CONSULTING FIRM, LLC

By: _____
Authorized Signature

Print Name: Wendy D. Anderson

Title: Managing Director

Attest: _____
Notary

Date: 8/28/14

DARLEEN MAZZILLO
Notary Public - State of Florida
My Comm. Expires Mar 25, 2017
Commission # EE 879488
Bonded Through National Notary Assn.

Approved as to form and execution, only.

_____
General Counsel for the Authority

CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board
Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando, Florida 32807

FROM: Claude Miller, Director of Procurement

DATE: August 22, 2014

RE: Approval of Insurance Proposal with FMIT

The Authority utilizes an independent insurance broker, Arthur J. Gallagher, to obtain insurance on its assets for risk management advice and the solicitation and evaluation of proposals for insurance coverage. Our current insurance policy for Workers Compensation/Employer's Liability, General Liability & Public Officials Liability, Automobile Liability, and Property & Crime expires on 9/30/14, is with Florida Municipal Insurance Trust (FMIT), and administered by the Florida League of Cities.

Gallagher has obtained a renewal quote from FMIT for the upcoming year of 10/1/14 to 9/30/15. That policy premium is for $121,054, which is an increase of $17,392 or 17% from last year's premium. The increase is due to the workers compensation payroll re-classification as a result of the FMIT 2012-2013 workers compensation audit. Prior policies classified all employees under the clerical class code. Based on the audit, the Central Florida Expressway Authority engineers and maintenance employees were re-classified to engineer and maintenance class codes which typically have higher rates. Also, employees that have a high rate of travel to clients and business partners were re-classified to the salesperson code which also has a higher rate. Note that the total policy premium decreased by 8.45% for the policy year preceding this one and it also decreased by 7.42% the year prior to that.

Gallagher recommends renewing the policy with FMIT for the following reasons:

- FMIT is one of the few insurers which is able/willing to provide coverage for the unique exposure posed by the Authority's roadways.
- Gallagher has found FMIT to have an on-going stable program.
- This quote is competitively solicited (three other firms were solicited and declined to quote).

Staff concurs with Gallagher's recommendation and requests the Board approve the insurance policy for 10/1/14 to 9/30/15 with FMIT at a premium not to exceed $125,000 (which will allow for possible slight increases or additions for property).

Summary of Policy:	Premiums	Exposures
• Property including Machinery & Crime	$45,060	$28,798,855
• General Liability with Employee Benefits Liability	$13,913	109 lane miles
• Errors & Omissions with Employment Practices Liab.	$19,716	Included
• Auto Liability	$4,152	11 vehicles
• Auto Physical Damage	$1,626	$251,800
• Workers Compensation/Employer's Liability	$36,587	$5,216,729

Enclosed is the Executive Summary from Arthur J. Gallagher for additional information.

cc: Joe Berenis, Deputy Executive Director
Laura Kelley, Deputy Executive Director
Consent Agenda 9/14

Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

This program renews October 1, 2014 for a period of one year and includes coverage for Real and Personal Property, Time Element, Machinery & Equipment Breakdown, Crime, Faithful Performance, General Liability, Employee Benefits Administration Liability, Errors & Omissions (Public Officials) Liability, Employment Practices Liability, Auto Liability, Auto Physical Damage and Workers Compensation / Employers Liability.

Details of FMIT's offer for the 10/1/14 renewal are outlined in this proposal. Several important items to note:

Total premium for 2014 is $121,054. This is an increase of approximately 17% from expiring.

This premium increase is due to the workers compensation payroll re-classification as a result of the FMIT 2012-2013 workers compensation audit. Prior policies classified all employees under clerical class code 8810 which typically had a rate of about .27 cent per $100 of payroll. Due to the FMIT audit, the 10/1/14 workers compensation policy will now be rated based on:

- Traveling employees are classified as salesperson and rated on class code 8742 with a rate of $2.91
- Engineers rated under class code 9410 with a rate of $11.67
- Maintenance employees under class code 5509 with a rate of $0.52
- Clerical employees under class code 8810 with a rate of $.26

FMIT has agreed not to audit CFEA 10/1/2013-10/1/2014 based on these new class codes. CFEA will be audited based on all employees being classified as clerical – class code 8810 with a rate of .26. This provides CFEA with an estimated savings of $32,000.

The FMIT Board of Trustees has again approved a $7,000,000 return of premium for members that had property coverage in the 2012-2013 Fund Year. The directive of the Board was to return property premium on the renewing members for 2014-2015 that participated in the Trust's property program in 2012-2013. A preliminary calculation has been made to establish a minimum amount the member can expect to be used for budget purposes. Based on the property premiums paid in 2012-2013 the CFEA can expect $9,679 in return premium upon renewal of the FMIT program as presented in our proposal. This return premium would be issued and sent by FMIT via a check directly to CFEA.

(*Values shown as of Policy Inception)	14/15	Change From Prior	13/14	Change From Prior	12/13	Change From Prior	11/12	Change From Prior
PREMIUMS								
Property Incl'g Machinery & Crime	$45,060	-10%	$49,907	0.03%	$49,891	3.97%	$45,868	-9.72%
GL w/EBL	$13,913	-21%	$17,662	-25.25%	$23,627	-19.51%	$28,620	24.55%
E&O w/EPL	$19,716	-7%	$21,211	-15.24%	$25,025	-16.05%	$29,810	33.89%
Auto Liability	$4,152	-1%	$4,191	7.02%	$3,916	-6.00%	$4,166	-12.53%
Auto Physical Damage	$1,626	-10%	$1,797	-12.89%	$2,063	-9.20%	$2,272	12.36%
WC/EL	$36,587	311%	$8,894	2.07%	$8,714	1.85%	$8,556	-14.90%
TOTAL	$121,054	17%	$103,662	-8.45%	$113,236	-7.42%	$119,292	5.67%

Executive Summary (Cont.)

(*Values shown as of Policy Inception)	14/15	Change From Prior	13/14	Change From Prior	12/13	Change From Prior	11/12	Change From Prior
EXPOSURES								
Property Incl'g Machinery & Crime	$28,798,855	-8%	$29,019,915	0.28%	$29,101,915	0.37%	$28,993,443	3.10%
GL w/EBL	109	0%	109	0%	109	3.81%	105	0%
E&O w/EPL	Included	0%	Included	0%	Included	0%	Included	0%
Auto Liability	11 Vehicles	0%	11 Vehicles	0%	11 Vehicles	-8.33%	12 Vehicles	0%
Auto Physical Damage	$251,800	0%	$251,801	0%	$251,800	-2.26%	$257,633	9.69%
WC / EL	$5,216,729	317%	$5,293,085	3.34%	$5,122,073	-0.84%	$5,165,233	1.43%

- The Property RATE has decreased from .1622 per $100 of value (including Extra Expense Values) to .1492 per $100 of value. This is a decrease of approximately 8%.
- Valuable Papers and Records limit will continue to be $3M per your endorsement request.
- Blanket coverage and Agreed Value are continued for this renewal.
- The Named Windstorm deductible remains at 3%.
- The Excess Flood Coverage limit remains at $4,500,000 per occurrence. For Flood Zones A & V, coverage continue to be excess of maximum available NFIP limit which is $500,000 per building and $500,000 content. For Flood Zones B, C, D, X and non-zone, deductible is $100,000 per occurrence per.
- The Real and Personal Property deductible remains at $5,000 for all locations.
- Equipment breakdown coverage section; covered equipment does not include electrical generating equipment; however, this exclusion does not apply to emergency generators.
- Extra Contractual Legal Expense - $100,000 limit (EEOC, Florida Commission on Human Relations, Ethics). Please note the Sunshine Law violations are no longer covered.
- Bodily Injury Liability and Property Damage Liability are not excluded as a result of a hostile fire.

FMIT has not released their changes to the Trust Agreement or coverage forms. As soon as we have these, we will forward them to your attention.

We appreciate the opportunity to work with the Authority and recommend that coverage be renewed with the Florida Municipal Insurance Trust.

Carmen Falcon, AAI
Account Manager

CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: August 26, 2014

RE: Disposal of Inventory

Staff requests authorization to dispose of equipment items that are broken and/or are no longer of use to the Authority using the services of Southeastern Data.

Actual/Est Acquire Date	Item	Cost/Est Cost per each	Quantity	Total Cost/Est Cost	Asset Tag Number
8/93	printer	$ 2,295.00	1	$ 2,295.00	1429
1998	4100 AlphaServers-These were used for the Advanced Revenue Collection System (ARCS)	$ 66,000.00	2	$ 132,000.00	NA
1998	800 AlphaServers-These were used for customer service training	$ 5,232.00	7	$ 36,624.00	NA
1998	Digital Storageworks Cabinet-Additional server hard drive storage	$ 2,884.00	20	$ 57,680.00	NA
1998	Digital Enterprise Storage Array-Additional server hard drive storage	$ 66,000.00	2	$ 132,000.00	NA
1/98	printer	$ 2,397.00	1	$ 2,397.00	3139
8/01	1200 AlphaServer-Used for additional development and testing in ARCS	$ 13,734.27	1	$ 13,734.27	4067
1/08	computer	$ 1,305.52	1	$ 1,305.52	5849
10/10	computer	$ 3,123.24	1	$ 3,123.24	7034

CONSENT AGENDA ITEM

#14

metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP

July 15, 2014

JUL 16 AM10:51

Mr. Joe Berenis
Deputy Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Amendment to the Interlocal Agreement for Creation of the Metropolitan Planning Organization

Dear Mr. Berenis:

With the signing of Senate Bill 230 by Governor Rick Scott on June 20, 2014, the new Central Florida Expressway Authority (CFX) has taken over the existing Orlando-Orange County Expressway Authority. This action necessitates completion of an amendment to our Interlocal Agreement to incorporate the changes.

Attached is an Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization, d/b/a/ MetroPlan Orlando, A Regional Transportation Partnership to remove the Orlando-Orange County Expressway Authority and add the Central Florida Expressway Authority. Please place this Agreement on the Central Florida Expressway Authority Board agenda for approval as soon as possible. Execute both copies, retain one copy for the Agency's records, and return an executed copy to me along with a certified copy of your Board minutes, showing where this action was approved.

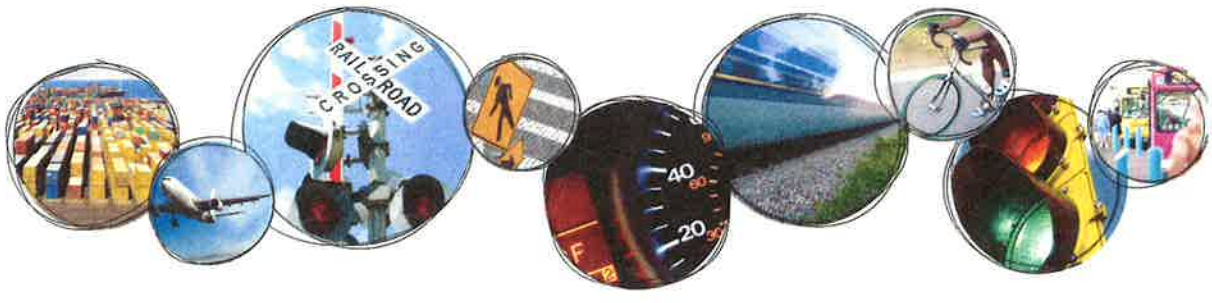
Once approved by the Central Florida Expressway Authority and all other partners, it will be filed with the Clerk of the Court as the official document amending the Interlocal Agreement for Creation of the Metropolitan Planning Organization. If your staff has any questions, please contact me at (407) 481-5672 ext. 310 or jloschiavo@metroplanorlando.com. We appreciate your assistance in expediting this to your Agency Board.

Sincerely,

Jason S. Loschiavo, CPA
Director of Finance and Administration

Enclosure

315 East Robinson Street
Suite 355
Orlando, Florida 32801
Ph: 407-481-5672
Fx: 407-481-5680
www.metroplanorlando.com



AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION D/B/A/ METROPLAN ORLANDO

THIS AMENDMENT is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY(IES) OF Orange County, Florida, Osceola County, Florida, Seminole County, Florida; the CITY(IES) of City of Altamonte Springs, Florida, City of Apopka, Florida, City of Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, The Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, The Central Florida Expressway Authority, and the Sanford Airport Authority.

RECITALS:

WHEREAS, Chapter 2014-171, Laws of Florida, enacted by the 2014 Legislature, amends Chapter 348, Part III of the Florida Statutes, to create and establish a body politic and corporate, an agency of the state, to be known as the Central Florida Expressway Authority (CFX), which shall assume all governance and control of the Orlando Orange County Expressway Authority system; and

WHEREAS, it is necessary to amend the Interlocal Agreement creating the Orlando Urban Area Metropolitan Planning Organization d/b/a Metroplan Orlando, in order to add the Central Florida Expressway Authority as a voting member, in place of the Orlando/Orange County Expressway Authority.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Article 4, Section 4.01(a) of the Interlocal Agreement dated June 7, 2000, as amended, is amended to read as follows:

The membership of the MPO shall consist of nineteen (19) voting representatives and five (5) non-voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Orange County	*6 Representatives*
Osceola County	*1 Representative*

Seminole County	*2 Representatives*
City of Altamonte Springs	*1 Representative*
City of Apopka	*1 Representative*
City of Kissimmee	*1 Representative*
City of Orlando	*2 Representatives*
City of Sanford	*1 Representative*
Central Florida Regional Transportation Authority	*1 Representative*
Greater Orlando Aviation Authority	*1 Representative*
Central Florida Expressway Authority	*1 Representative*
Sanford Airport Authority	*1 Representative*

II. Article 7, Section 7.04 of the Interlocal Agreement, dated June 7, 2000, as amended, is amended to read as follows:

Add: Chairperson
Central Florida Expressway Authority "CFX"
4974 ORL Tower Road
Orlando, FL 32807

Delete: Chairman
Orlando/Orange County Expressway Authority "OOCEA"
4974 ORL Tower Road
Orlando, FL 32807

III. The Central Florida Expressway Authority shall have all the rights, duties, and obligations to which each voting member on the MPO is entitled to receive, including, but not limited to, such rights, duties, and obligations provided in the Interlocal Agreement effective June 7, 2000, as amended and Section 339.175, *Florida Statutes.*

IV. Severability. The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non-applicable provisions were omitted.

V. Entire Agreement. This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

VI. Rules of Construction. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

VII. Amendment execution, Use of counterpart signature pages. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

VIII. Effective Date. This Amendment shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated _____, as amended, to be duly executed in their behalf.

ORANGE COUNTY, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

OSCEOLA COUNTY, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

SEMINOLE COUNTY, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF ALTAMONTE SPRINGS, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF APOPKA, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF KISSIMMEE, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF ORLANDO, FLORIDA
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

CITY OF SANFORD, FLORIDA
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

THE GREATER ORLANDO AVIATION AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

SANFORD AIRPORT AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

FLORIDA DEPARTMENT OF TRANSPORTATION
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

APPROVED AS TO FORM, LEGALITY
DEPARTMENT OF TRANSPORTATION
BY: _____
ATTORNEY
DATE: _____
TITLE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION INTERLOCAL AGREEMENT FOR CREATION OF THE METROPOLITAN PLANNING ORGANIZATION

CL 2000086219 OR 1745/1065

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2000, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY(IES) OF Orange County, Florida, Osceola County, Florida, Seminole County, Florida; the CITY(IES) OF City of Altamonte Springs, Florida, City of Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, City of Winter Park, Florida, The Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, The Orlando-Orange County Expressway Authority and the West Orange Airport Authority.

OR Bk 6019 Pg 3845
Orange Co FL 2000-0238154

RECITALS:

WHEREAS, the Federal Government, under the authority of 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303], requires that each metropolitan area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and stipulates that the State and the metropolitan planning organization shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning;

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

WHEREAS, 23 USC Section 134, 49 USC Section 5303, 23 CFR Section 450.306, and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 USC Section 134(b), 49 USC Section 5303, 23 CFR Section 450.306(a), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population in the metropolitan area to designate a metropolitan planning organization;

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to the Chairman of the Orlando Urban Area Metropolitan Planning Organization dated January 15, 1993, the Governor has agreed to the apportionment plan of the members of the proposed MPO as set forth in this Agreement;

WHEREAS, pursuant to 23 CFR Section 450.306(c), and Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the MPO;

WHEREAS, the interlocal agreement is required to create the metropolitan planning organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Section 339.175(1)(b), Florida Statutes;

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

CL 2000086219 OR 1745/1066

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

ARTICLE 1
RECITALS; DEFINITIONS

OR Bk 6019 Pg 3846
Orange Co FL 2000-0238154

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

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

"Agreement" means and refers to this instrument, as amended from time to time.

"Department" shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

"FHWA" means and refers to the Federal Highway Administration.

"FTA" means and refers to the Federal Transit Administration.

"Long Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

"Metropolitan Area" means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population of 50,000 as described in 23 USC Section 134(b)(1), 49 USC Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the MPO.

"MPO" means and refers to the metropolitan planning organization formed pursuant to this Agreement.

"Transportation Improvement Program (TIP)" is the transportation document which includes the following components: a priority list of projects and project phases; a list of projects proposed for funding; a financial plan demonstrating how the TIP can be implemented; a listing of group projects; an indication of whether the projects and project phases are consistent with applicable local government comprehensive plans adopted pursuant to Section 163.3161 et seq., Florida Statutes; and an indication of how improvements are consistent, to the maximum extent feasible, with affected seaport and airport master plans and with public transit development plans of the units of local government located within the boundaries of the MPO, all as required by 23 USC Section 134(h), 23 CFR Section 450.324, Section 339.175(7);, Florida Statutes.

"Unified Planning Work Program (UPWP)" is the annual plan developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR Section 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE 2
PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the MPO:

(a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;

(b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area;

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303, 5304, 5305 and 5306]; and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303, 5304, 5305 and 5306]; 23 CFR, Parts 420 and 450 and 49 CFR Part 613, Subpart A; and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

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

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Orange Co FL 2000-0238154

(a) The long range transportation plan;

(b) The transportation improvement program;

(c) The unified planning work program;

(d) A congestion management system for the metropolitan area as required by state or federal law;

(e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;

(f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and

(g) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with FDOT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3245, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

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ARTICLE 3
MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this metropolitan planning organization shall be Orlando Urban Area Metropolitan Planning Organization d/b/a METROPLAN ORLANDO.

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

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body forum of the MPO responsible for cooperative decision-making of actions taken by the MPO. The Governing Board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.04. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as is requested. Charges to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of MPO projects.

ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the MPO shall consist of nineteen (19) voting representatives and five (5) non-voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Orange County	*6 representatives*
Osceola County	*1 representative*
Seminole County	*2 representatives*
City of Altamonte Springs	*1 representative*
City of Kissimmee	*1 representative*
City of Orlando	*2 representatives*
City of Sanford	*1 representative*
City of Winter Park	*1 representative*

Central Florida Regional Transportation Authority	*1 representative*
Greater Orlando Aviation Authority	*1 representative*
Orlando/Orange County Expressway Authority	*1 representative*
West Orange Airport Authority	*1 representative*

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(b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation, or a member of an authority or other agency that has been or may be created by law to perform transportation functions, if the authority or agency is not under the jurisdiction of a general-purpose local government represented on the MPO. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(c) In no event shall county commission representatives constitute less than one-third of the total number of representatives on the MPO.

(d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty (60) days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four (4) years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four (4) year terms.

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Orange Co FL 2000-0238154

ARTICLE 5
AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(4) and (5), Florida Statutes.

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

(a) As provided in Section 339.175(5)(g), Florida Statutes, the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;

(b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;

(e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and]

(f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(5)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

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(b) As provided in Section 339.175(5)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall, to the extent permitted by law, be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(8), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Part 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(9)(a), Florida Statutes, the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Prepare the Long-Range Transportation Plan;

(h) In cooperation with the Department, prepare the Transportation Improvement Program;

(i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;

(j) Prepare a congestion management system for the metropolitan area;

(k) Assist the Department in mapping transportation planning boundaries required by state or federal law;

(l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;

(m) Perform such other tasks presently or hereafter required by state or federal law;

(n) Execute certifications and agreements necessary to comply with state or federal law; and

(o) Adopt operating rules and procedures.

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Orange Co FL 2000-0238154

ARTICLE 6
FUNDING; INVENTORY REPORT; RECORD-KEEPING

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

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

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

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Orange Co FL 2000-0238154

ARTICLE 7
MISCELLANEOUS PROVISION

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

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

Section 7.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement or as otherwise provided in Section 339.175 Florida Statutes; provided, however, that the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment by the Governor, this Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) Withdrawal procedure. To the extent permitted by law, any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least ninety (90) days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to be accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR Section 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

SEMINOLE CO. FL

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

OR 1745/1072

Mayor
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701

CL 2000086219

Mayor
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

Chairman
Greater Orlando Aviation Authority
One Airport Blvd.
Orlando, Florida 32827-4399

Mayor
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

Chairman
Orange County Board of Commissioners
201 S. Rosalind
Orlando, Florida 32802

Chairman
Osceola County Board of Commissioners
17 S. Vernon Avenue, Room 155
Kissimmee, Fl 34741

Chairman
Seminole County Board Commissioners
1101 E. First Street
Sanford, Fl 32771

Chairman
Orlando-Orange County Expressway Authority
525 S. Magnolia Ave.
Orlando, Fl 32801

Mayor
City of Sanford
300 N. Park Ave
Sanford, Fl 32771

Mayor
City of Winter Park
401 Park Ave
Winter Park, Fl 32789

OR Bk 6019 Pg 3852
Orange Co FL 2000-0238154

Chairman
Central Florida Regional Transportation Authority
445 West Amelia Ave, Suite 800
Orlando, Fl 32801

Chairman
West Orange Airport Authority
c/o Burch Properties, Inc.
905 West Story Street
Winter Garden, FL 32787

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

Section 7.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in

choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

(1) The singular of any word or term includes the plural;

(2) The masculine gender includes the feminine gender; and

(3) The word "shall" is mandatory, and "may" is permissive.

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

Section 7.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 09 2003 AA/GG

INSTR 20030678727
OR BK 07205 PG 0068
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
11/21/2003 11:31:42 AM
REC FEE 73.50

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2003210153 BK 05111 PGS 1011-1026 RECD 11/24/2003 03:02:23 PM RECD BY L Wheeley

11/24/2003 02:03 PM
Instrument# 2003-297260
Book: 52112
Page: 32223

(15) Metroplan Orlando
315 E Robinson St, Suite 355
Orlando, FL 32801

AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION D/B/A/ METROPLAN ORLANDO

THIS AMENDMENT is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY(IES) OF Orange County, Florida, Osceola County, Florida, Seminole County, Florida; the CITY(IES) of City of Altamonte Springs, Florida, City of Apopka, Florida, City of Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, The Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, The Orlando-Orange County Expressway Authority, the West Orange Airport Authority, and the Sanford Airport Authority.

RECITALS:

WHEREAS, pursuant to Section 339.175(2)(a), Florida Statutes, the membership of an MPO may include, as part of its apportioned voting members, an official of an agency that operates or administers a major mode of transportation; and

WHEREAS, Chapter 2003-286, Laws of Florida, enacted by the 2003 Legislature, amends Section 139.175(2)(b), Florida Statutes, to provide that agencies which have been or may be created by law to perform transportation functions, must also be performing transportation functions in order to be entitled to voting membership on an MPO; and

WHEREAS, the governing body of METROPLAN ORLANDO has determined that it is appropriate that the West Orange Airport Authority withdraw from the Interlocal Agreement, as amended, creating METROPLAN ORLANDO, and the Sanford Airport Authority, created by the provisions of Chapter 71-924, Laws of Florida, which authorizes it, among other things, to operate and manage an airport, be added as a voting member thereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Article 4, Section 4.01(a) of the Interlocal Agreement dated June 7, 2000, as amended, is amended to read as follows:

LARRY WHEELEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
16P

CL 2003223288 OR 2389/2027
DLB Date 11/21/2003 Time 14:04:00

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
DEPUTY CLERK
NOV 24 2003

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 09 2003 AA/66

INSTR 20030678727
OR BK 07205 PG 0068
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
11/21/2003 11:31:42 AM
REC FEE 73.50

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2003210153 BK 05111 PGS 1011-1026 RECD 11/24/2003 03:02:23 PM RECD BY L Mackey

11/24/2003 02:03 PM
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Book: 52112
Page: 32223

AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION D/B/A/ METROPLAN ORLANDO

THIS AMENDMENT is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY(IES) OF Orange County, Florida, Osceola County, Florida, Seminole County, Florida; the CITY(IES) of City of Altamonte Springs, Florida, City of Apopka, Florida, City of Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, The Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, The Orlando-Orange County Expressway Authority, the West Orange Airport Authority, and the Sanford Airport Authority.

RECITALS:

WHEREAS, pursuant to Section 339.175(2)(a), Florida Statutes, the membership of an MPO may include, as part of its apportioned voting members, an official of an agency that operates or administers a major mode of transportation; and

WHEREAS, Chapter 2003-286, Laws of Florida, enacted by the 2003 Legislature, amends Section 139.175(2)(b), Florida Statutes, to provide that agencies which have been or may be created by law to perform transportation functions, must also be performing transportation functions in order to be entitled to voting membership on an MPO; and

WHEREAS, the governing body of METROPLAN ORLANDO has determined that it is appropriate that the West Orange Airport Authority withdraw from the Interlocal Agreement, as amended, creating METROPLAN ORLANDO, and the Sanford Airport Authority, created by the provisions of Chapter 71-924, Laws of Florida, which authorizes it, among other things, to operate and manage an airport, be added as a voting member thereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Article 4, Section 4.01(a) of the Interlocal Agreement dated June 7, 2000, as amended, is amended to read as follows:

16P

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003223288 OR 2389/2027
DLB Date 11/21/2003 Time 14:24:00

(15) Metroplan Orlando
315 E Robinson St, suite 355
Orlando, Fl 32801

Book: 5212
Page: 3224
OR 2389/2028
CL 2003223288

The membership of the MPO shall consist of nineteen (19) voting representatives and five (5) non-voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Orange County	*6 Representatives*
Osceola County	*1 Representative*
Seminole County	*2 Representatives*
City of Altamonte Springs	*1 Representative*
City of Apopka	*1 Representative*
City of Kissimmee	*1 Representative*
City of Orlando	*2 Representatives*
City of Sanford	*1 Representative*
Central Florida Regional Transportation Authority	*1 Representative*
Greater Orlando Aviation Authority	*1 Representative*
Orlando/Orange County Expressway Authority	*1 Representative*
Sanford Airport Authority	*1 Representative*

II. Article 7, Section 7.04 of the Interlocal Agreement, dated June 7, 2000, as amended, is amended to read as follows:

Add: Sanford Airport Authority
One Red Cleveland Boulevard; #200
Sanford, Florida 32773

Delete: West Orange Airport Authority
c/o Burch Properties, Inc.
905 West Story Road
Winter Garden, Florida 32787

III. The Sanford Airport Authority shall have all the rights, duties, and obligations to which each voting member on the MPO is entitled to receive, including, but not limited to, such rights, duties, and obligations provided in the Interlocal Agreement effective June 7, 2000, as amended, Section 339.175, *Florida Statutes*, and *Florida Administrative Code* Rule 35I-1.001, *et seq*.

IV. The West Orange Airport Authority hereby withdraws as a voting member of METROPLAN ORLANDO.

V. Severability. The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non-applicable provisions were omitted.

INSTR 200306787727
OR BK 07205 PG 0069

Book: 521
Page: 3225
OR 2389/202
CL 2003223288

VI. Entire Agreement. This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

VII. Rules of Construction. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

VIII. Amendment execution, Use of counterpart signature pages. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

IX. Effective Date. This Amendment shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated June 7, 2000, as amended, to be duly executed in their behalf.

ORANGE COUNTY, FLORIDA
BY: _____
DATE: 9.9.03
TITLE: COUNTY ADMINISTRATOR
ATTEST: _____
TITLE: _____

OSCEOLA COUNTY, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

SEMINOLE COUNTY, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF ALTAMONTE SPRINGS, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

INSTR 20030678727
OR BK 07205 PG 0070

CONSENT AGENDA ITEM

#15

Creating Practical Solutions Through Innovation

August 6, 2014

Laura Kelly
Deputy Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando
FL 32807

Ms. Kelley:

I wish to inform you that I have contributed to the reelection campaign of Mayor Teresa Jacobs in the amount of $500.

Harold W Worrall
President

Harold W. Worrall

16443 Tudor Grove Drive
Orlando, FL 32828
407-512-4189 Office
407-310-9112 Mobile
Trans.innov@gmail.com
www.trans-innov.com

TAB 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

August 26, 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: July 2014 Financial Reports

Attached please find the July 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 JULY 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	$ 27,075,671	$ 25,632,753	$ 27,075,671	$ 25,632,753	$ 1,442,918	5.6%
TOLLS COLLECTED VIA UTN'S	761,567	528,926	761,567	528,926	232,641	44.0%
FEES COLLECTED VIA UTN'S AND UTC'S	294,773	232,334	294,773	232,334	62,439	26.9%
TRANSPONDER SALES	5,342	2,679	5,342	2,679	2,664	99.5%
OTHER OPERATING	22,518	22,708	22,518	22,708	(191)	-0.8%
INTEREST	163,195	102,301	163,195	102,301	60,894	59.5%
MISCELLANEOUS	87,294	76,335	87,294	76,335	10,959	14.4%
TOTAL REVENUES	28,410,361	26,598,037	28,410,361	26,598,037	1,812,325	6.8%
O M & A EXPENSES						
OPERATIONS	1,489,633	1,459,167	1,489,633	1,459,167	(30,466)	-2.1%
MAINTENANCE	81,609	263,847	81,609	263,847	182,238	69.1%
ADMINISTRATION	327,015	369,790	327,015	369,790	42,775	11.6%
OTHER OPERATING	-	-	-	-	-	0.0%
TOTAL O M & A EXPENSES	1,898,257	2,092,804	1,898,257	2,092,804	194,547	9.3%
NET REVENUES BEFORE DEBT SERVICE	26,512,104	24,505,233	26,512,104	24,505,233	2,006,872	8.2%
COMBINED NET DEBT SERVICE	11,935,093	11,988,481	11,935,093	11,988,481	53,387	0.4%
NET REVENUES AFTER DEBT SERVICE	$ 14,577,011	$ 12,516,752	$ 14,577,011	$ 12,516,752	$ 2,060,259	16.5%

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, or 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 JULY 31, 2014 AND YEAR-TO-DATE

	FY 2015 ACTUAL	FY 2015 BUDGET	VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE
Operations	$ 1,489,633	$ 1,459,167	$ (30,466)	-2.1%
Maintenance	81,609	263,847	182,238	69.1%
Administration	327,015	369,790	42,775	11.6%
Other Operating	-	-	-	0.0%
Total O M & A	$ 1,898,257	$ 2,092,804	$ 194,547	9.3%
Capital Expenditures				
Operations	$ -	$ 17,625	17,625	100.0%
Maintenance	-	-	-	0.0%
Administration	-	3,000	3,000	100.0%
Total Capital Expenditures	$ -	$ 20,625	$ 20,625	100.0%

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

Operations - Comparison of Actual to Budget
For the One Month Ending July 31, 2014

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	31,505	27,491	(4,014)	-14.60%
Violation Enforcement	112,881	54,893	(57,988)	-105.64%
Information Technology	138,960	196,981	58,021	29.46%
Information Technology - Projects	0	11,167	11,167	100.00%
E-PASS Service Center	569,846	460,420	(109,426)	-23.77%
Marketing	3,689	2,083	(1,606)	-77.10%
Subtotal OOCEA	**856,880**	**753,035**	**(103,845)**	**-13.79%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	19,957	30,172	10,215	33.86%
Airport Plaza	26,301	35,008	8,707	24.87%
Dallas Plaza	16,173	17,052	879	5.16%
East-West Expressway (SR 408)				
Dean Plaza	59,437	63,037	3,600	5.71%
Conway Main Plaza	83,334	85,086	1,752	2.06%
Pine Hills Plaza	69,311	72,199	2,888	4.00%
Hiawassee Plaza	51,137	64,886	13,749	21.19%
Western Expressway (SR 429)				
Independence Plaza	40,320	47,430	7,110	14.99%
Forest Lake Plaza	45,507	54,525	9,018	16.54%
Greeneway Expressway (SR 417)				
University Plaza	34,510	44,937	10,427	23.20%
Curry Ford Plaza	35,936	41,290	5,354	12.97%
Boggy Creek Plaza	40,150	48,109	7,959	16.54%
John Young Plaza	39,373	42,901	3,528	8.22%
John Land Apopka (SR 414)				
Coral Hills Plaza	71,307	77,126	5,819	7.54%
Subtotal Toll Facilities	**632,753**	**723,758**	**91,005**	**12.57%**
Total Operations Expenses	**1,489,633**	**1,476,793**	**(12,840)**	**-0.87%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the One Month Ending July 31, 2014

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	49,125	53,736	4,612	8.58%
Expressway Operations	14,605	33,456	18,851	56.35%
Routine Maintenance	17,880	176,655	158,775	89.88%
Total Maintenance Expenses	**81,609**	**263,847**	**182,238**	**69.07%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the One Month Ending July 31, 2014

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	25,221	38,018	12,797	33.66%
Executive	56,457	68,932	12,475	18.10%
Communications	22,987	21,471	(1,516)	-7.06%
Human Resources	8,541	7,237	(1,304)	-18.02%
Business Development	26,931	31,275	4,344	13.89%
Accounting	71,529	83,854	12,325	14.70%
Construction Administration	23,598	21,907	(1,691)	-7.72%
Procurement	42,352	42,715	363	0.85%
Legal	26,078	37,179	11,101	29.86%
525 Magnolia	2,458	2,442	(16)	-0.67%
Plans Production	20,863	17,759	(3,104)	-17.48%
Grand Total Expenses	**327,015**	**372,789**	**45,774**	**12.28%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JULY 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	$ 27,075,671	$ 25,632,753	$ 1,442,918	$ 25,085,206	$ 24,146,999	$ 938,207	$ 504,711
TOLLS COLLECTED VIA UTN'S	761,567	528,926	232,641	599,739	125,000	474,739	(242,098)
FEES COLLECTED VIA UTN'S AND UTC'S	294,773	232,334	62,439	240,409	163,729	76,680	(14,241)
TRANSPONDER SALES	5,342	2,679	2,664	20,555	7,571	12,984	(10,320)
OTHER OPERATING	22,518	22,708	(191)	25,777	20,715	5,062	(5,253)
INTEREST	163,195	102,301	60,894	132,731	120,850	11,881	49,013
MISCELLANEOUS	87,294	76,335	10,959	81,885	80,426	1,459	9,500
TOTAL REVENUES	28,410,361	26,598,037	1,812,325	26,186,302	24,665,290	1,521,012	291,313
O M & A EXPENSES							
OPERATIONS	1,489,633	1,459,167	(30,466)	1,369,091	1,459,167	90,076	(120,542)
MAINTENANCE	81,609	263,847	182,238	72,588	263,847	191,259	(9,021)
ADMINISTRATION	327,015	369,790	42,775	312,177	369,790	57,613	(14,838)
OTHER OPERATING	-	-	-	-	-	-	-
TOTAL O M & A EXPENSES	1,898,257	2,092,804	194,547	1,753,856	2,092,804	338,948	(144,401)
NET REVENUES BEFORE DEBT SERVICE	26,512,104	24,505,233	2,006,872	24,432,446	22,572,486	1,859,960	146,912
COMBINED NET DEBT SERVICE	11,935,093	11,988,481	53,387	11,890,069	11,936,624	(46,555)	99,942
NET REVENUES AFTER DEBT SERVICE	$ 14,577,011	$ 12,516,752	$ 2,060,259	$ 12,542,377	$ 10,635,862	$ 1,906,515	$ 153,744

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, or 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 JULY 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	$ 27,075,671	$ 25,085,206	$ 1,990,465	$ 27,075,671	$ 25,085,206	$ 1,990,465
TOLLS COLLECTED VIA UTN'S	761,567	599,739	161,828	761,567	599,739	161,828
FEES COLLECTED VIA UTN'S AND UTC'S	294,773	240,409	54,364	294,773	240,409	54,364
TRANSPONDER SALES	5,342	20,555	(15,213)	5,342	20,555	(15,213)
OTHER OPERATING	22,518	25,777	(3,259)	22,518	25,777	(3,259)
INTEREST	163,195	132,731	30,464	163,195	132,731	30,464
MISCELLANEOUS	87,294	81,885	5,409	87,294	81,885	5,409
TOTAL REVENUES	28,410,361	26,186,302	2,224,059	28,410,361	26,186,302	2,224,059
O M & A EXPENSES						
OPERATIONS	1,489,633	1,369,091	120,542	1,489,633	1,369,091	120,542
MAINTENANCE	81,609	72,588	9,021	81,609	72,588	9,021
ADMINISTRATION	327,015	312,177	14,838	327,015	312,177	14,838
OTHER OPERATING	-	-	-	-	-	-
TOTAL O M & A EXPENSES	1,898,257	1,753,856	144,401	1,898,257	1,753,856	144,401
NET REVENUES BEFORE DEBT SERVICE	26,512,104	24,432,446	2,079,658	26,512,104	24,432,446	2,079,658
COMBINED NET DEBT SERVICE	11,935,093	11,890,069	45,024	11,935,093	11,890,069	45,024
NET REVENUES AFTER DEBT SERVICE	$ 14,577,011	$ 12,542,377	$ 2,034,634	$ 14,577,011	$ 12,542,377	$ 2,034,634

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, or should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

TAB 4

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY IN RECOGNITION OF OUTSTANDING COMMUNIITY SERVICE

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, Ms. Sandra Hostetter, President of CNL Bank of Central Florida faithfully served on the Expressway Authority Operations Committee from September 18, 2012 to September 11, 2014; and

WHEREAS, Ms. Hostetter consistently provided meaningful input, leadership and guidance to the Operations Committee throughout her tenure,

NOW, THEREFORE, BE IT RESOLVED THAT THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY HEREBY RECOGNIZES MS. SANDRA HOSTETTER FOR HER OUTSTANDING COMMUNITY SERVICE ON THE AUTHORITY OPERATIONS COMMITTEE.

ADOPTED this 11th day of September, 2014.

_____
Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY IN RECOGNITION OF OUTSTANDING COMMUNITY SERVICE

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, Mr. Bill Merck, University of Central Florida Vice President and Chief Financial Officer, faithfully served on the Expressway Authority Audit Committee from July 9, 2010 to August 21, 2014; and

WHEREAS, Mr. Merck consistently provided meaningful input, leadership and guidance to the Audit Committee throughout his tenure,

NOW, THEREFORE, BE IT RESOLVED THAT THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY HEREBY RECOGNIZES MR. BILL MERCK FOR HIS OUTSTANDING COMMUNITY SERVICE ON THE AUTHORITY AUDIT COMMITTEE.

ADOPTED this 11th day of September, 2014.

_____
Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

A RESOLUTION OF THE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

IN RECOGNITION OF

OUTSTANDING COMMUNIITY SERVICE

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, Ms. Jacqui Bradley faithfully served on the Expressway Authority Finance Committee from February 3, 2010 to September 11, 2014; and

WHEREAS, Ms. Bradley consistently provided meaningful input, leadership and guidance to the Finance Committee throughout her tenure,

NOW, THEREFORE, BE IT RESOLVED THAT THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY HEREBY RECOGNIZES MS. JACQUI BRADLEY FOR HER OUTSTANDING COMMUNITY SERVICE ON THE AUTHORITY FINANCE COMMITTEE.

ADOPTED this 11th day of September, 2014.

_____
Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011
WWW.EXPRESSWAYAUTHORITY.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

A RESOLUTION OF THE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

IN RECOGNITION OF

OUTSTANDING COMMUNIITY SERVICE

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, Mr. George Hart, Jr, retired Orange County Real Estate Manager, faithfully served on the Expressway Authority Right of Way Committee from March 2011 to September 11, 2014; and

WHEREAS, Mr. Hart consistently provided meaningful input, leadership and guidance to the Right of Way Committee throughout his tenure,

NOW, THEREFORE, BE IT RESOLVED THAT THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY HEREBY RECOGNIZES MR. GEORGE HART FOR HIS OUTSTANDING COMMUNITY SERVICE ON THE AUTHORITY RIGHT OF WAY COMMITTEE.

ADOPTED this 11th day of September, 2014.

_____
Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011
WWW.EXPRESSWAYAUTHORITY.COM

TAB 5

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
Winter Park Office
329 Park Avenue North - Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
FAX (407) 645-3728

MEMORANDUM

To: Central Florida Expressway Authority Board

From: Jere F. Daniels, Jr., Right of Way Counsel

Subject: Proposed Sale of Surplus Property to Asbury Theological Seminary; Approximately 16.567 Acres, Valencia College Lane, Orange County, Florida; SR 408 - Projects 101 & 301; SR 417 - Project 102; Surplus Parcel Nos. 148, 149 & 150 (Partial); $1,985,000.00.

Date: September 2, 2014

BACKGROUND:

The Central Florida Expressway Authority Board (the "Board") initially reviewed this surplus property matter at the August 14, 2014 Board meeting. A Board vote on the proposed contract for the negotiated sale to Asbury Theological Seminary ("Asbury") was deferred to the September 11, 2014 Board meeting to allow the parties time to consider modifying the proposed contract to require a deed restriction.

Attached for your reference and consideration is the August 21, 2014 correspondence received from Asbury's legal counsel, Kevin Kelly.

We are concerned that it may not be possible to structure a legally enforceable and appropriate deed restriction that meets the goals and purposes of the CFX. In light of this concern, it is our opinion that the two most appropriate options available to CFX are to either:

(1) proceed with the original contract as it is; or

(2) place the property out to public bid.

REQUESTED ACTION:

We are requesting direction from the Board on how to proceed with the proposed surplus property sale contract.

Attachment: August 21, 2014 correspondence from Kevin Kelly, Esquire

KellyLaw, P.A.
17 N. Summerlin Ave
Suite 200
Orlando, FL 32801
Tele.407-545-4386
Email:Kevin@KellyJuris.com

August 21, 2014

Via email only

Jere F. Daniels, Jr., Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, 2nd Floor
Winter Park, Florida 32789
E-mail: jdaniels@whww.com

RE: Amendment to Purchase Agreement for CFX Surplus Land

Dear Jere:

Pardon the formality of a written response to the Authority's proposed special warranty deed. Since persons other than the two of us have an interest in this transaction, documenting the position of Asbury Theological Seminary may help minimize the risk of misunderstanding as this message is passed along.

We appreciate your succinct and prompt revised warranty deed, proposed as a solution to the concerns expressed by Director Carey at the recent CFX board meeting. We believe we can resolve these concerns in a mutually acceptable manner by applying the same principles here that were previously applied to get us where we are in negotiating the current version of the contract.

It bears repeating that ATS has no immediate plans with regard to the possible uses of the property. ATS was bargaining, as would any similarly situated purchaser, to use the property as it chose within the existing limits of the law and zoning. ATS has not considered using the property other than for the possible purposes of expanding the seminary in the future. Despite my statement to this effect at the recent board meeting, we fully understand the Authority, as the watchdog of tremendous taxpayer funds, must do more than trust in unenforceable verbal statements.

ATS exists for charitable and missional purposes. As such, ATS takes pains to insure its limited resources are efficiently applied for the maximum good in the context of their mission. While the profit motive of some entities drives their use of strict, uniform accounting controls and economic principles, in the same way, an altruistic motive drives ATS and conserving taxpayer resources drives CFX to just as zealously apply such controls and principles.

If you can accept the premise that ATS is compelled, just as much as CFX or a for-profit entity, to apply strict, uniform accounting controls to maximize the good it serves, you may better understand why the suggested deed restriction, without commensurate amendments to the consideration, would be poor, if not reckless, accounting and investment by ATS. ATS and CFX's predecessor (OOCEA) recognized, implicitly, that deriving the fair market value of the subject property best served both the taxpayers and the altruistic causes of ATS. As a result, ATS agreed to allow OOCEA to select a well-qualified real estate appraiser to apply uniform and widely accepted methods to derive an objective, well-informed opinion on the market value of the real estate. Though OOCEA required ATS pay for that appraisal, ATS was blind to the means of selecting that appraiser, who in no way would have answered to ATS for an appraisal that ATS found unfavorable. We simply ask that CFX agree to apply the same principles presently and in the future, whether the newly proposed deed restriction is incorporated or not.

As a starting point, ATS proposes that any restriction that might be considered would not exceed five years. We ask that CFX agree to and request an updated appraisal by the original appraiser, with a five-year deed restriction added to assist both CFX and ATS in evaluating the various impacts. We trust you agree that at a minimum, placing such a restriction on the use of the property would greatly diminish the funds CFX could return to the taxpayer. ATS is favorable to paying the reasonable costs of the updated appraisal as described above.

We believed the nod given by the Authority's procurement procedures in favor of 501(c)3 entities was commendable, even though these entities are provided no break in purchasing property at a fair market value. In reliance on those procedures, ATS has already spent thousands of dollars, out of pocket, not to mention the less-measurable loss of personnel resources. We believe that to change these procedures mid-stream, when a contract has already been negotiated for a fair market value, seems to be less than fair play even though legally permissible. Nevertheless, we appreciate the Authority operates, and necessarily so, in a public realm, and we understand this doesn't reflect on the good faith of any of the persons involved in this process.

In short, the proposed restriction would substantially reduce below $1.985m the objective fair market value of the property for which CFX would have ATS still pay $1.985m. ATS, applying its customary and standard accounting principles, would have to book the fair market value of the property at a fraction of the $1.985m it would pay, suffering an immediate loss. As the steward of precious, limited resources, ATS cannot accept that its 501(c)3 status should entail a financial penalty that selling the property on the open market would not entail.

We look forward to your response to this proposed path forward of first obtaining an updated appraisal. We hope that this might allow us to achieve a favorable outcome for both ATS and CFX.

Sincerely,

Kevin P. Kelly

cc: Joe Passiatore, Esq. (via email)

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
Winter Park Office
329 Park Avenue North - Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
FAX (407) 645-3728

MEMORANDUM

To: Central Florida Expressway Authority Board

From: Jere F. Daniels, Jr., Right of Way Counsel

Subject: Proposed Sale of Surplus Property to Asbury Theological Seminary; Approximately 16.567 Acres, Valencia College Lane, Orange County, Florida; SR 408 - Projects 101 & 301; SR 417 - Project 102; Surplus Parcel Nos. 148, 149 & 150 (Partial); $1,985,000.00.

Date: July 18, 2014

We are requesting the Central Florida Expressway Authority Board (the "Board") approve the Real Estate Sale and Purchase Agreement (the "Agreement") for the sale of the Central Florida Expressway Authority's (the "Authority" or "Authority's") referenced Surplus Parcel Nos. 148, 149 & 150 (Partial) to Asbury Theological Seminary, ("Purchaser"). A copy of the proposed Agreement is attached hereto for your review.

The Authority's Right-of-Way Committee reviewed this matter at their July 15, 2014 meeting and recommended the Board approve the Agreement.

DESCRIPTION OF PROPERTY:

The land is designated for sale as SR 408 - Projects 101 & 301; SR 417 - Project 102; Surplus Parcel Nos. 148, 149 & 150 (Partial) (the "Property") and was formerly right of way for SR 408 and SR 417. The Property became surplus following the realignment of the SR 408 and SR 417 interchange. The Property consists of approximately 16.567 acres of vacant land located along the north right of way line for Valencia College Lane, to the west of the right of way of SR 417 in east Orange County. A sketch and legal description of the Property are attached as Exhibit "A" to the Agreement.

SUMMARY OF CONTRACT TERMS:

Purchase Price:	$1,985,000.00
Deposit:	$198,500.00 - the Deposit has been received and is being

	held in escrow by Winderweedle, Haines, Ward & Woodman, P.A.
Inspection Period:	Ninety (90) days after the Authority's Approval Date.
Closing Date:	Within thirty (30) days after expiration of the Inspection Period.

BACKGROUND:

The Orlando-Orange County Expressway Authority ("OOCEA") determined that the Property is not within the current operating right-of-way limits of SR 408 or SR 417, and that the Property is non-essential for present or future construction, operation, maintenance of the expressway system and is Surplus Property available for sale in accordance with Section 6.02 e. of the OOCEA Policy Regarding Disposition of Excess Lands (the "OOCEA Policy"). (Note that this memorandum has been drafted based on the assumed application of the prior OOCEA Policy to the current transaction.) As such, the OOCEA Board previously declared the Property as Surplus Property on May 22, 2013.

Section 6.04 and 6.07 of the OOCEA Policy provide that Surplus Property may be sold to a non-profit organization by negotiated sale when deemed by the Authority Board to be in the public interest. The Purchaser is a Kentucky non–profit corporation doing business in Florida.

As set forth in Section 6.05 of the OOCEA Policy, an appraisal report (the "Appraisal") for the Property was prepared by Pinel & Carpenter, Inc. and is dated June 4, 2014. The Appraisal placed the market value of the Property as of January 14, 2014 at $1,985,000.00, based on the sales comparison approach, estimating the market value to be $2.75 per square foot (16.567 acres = 721,659 square feet). The cost of the Appraisal was paid by the Purchaser. The Purchase Price in the Agreement is the market value set forth in the Appraisal.

GENERAL CONTRACT TERMS:

The Agreement is subject to final approval by the Authority Board (the "Approval Date"). During the Inspection Period, the Purchaser has the right to enter upon the Property for the purposes of making soil tests, site studies and surveys, including, but not limited to environmental assessments or audits; however entry must not damage the Property or interfere with the Authority's use or occupancy thereof. Purchaser expressly acknowledges and agrees that the Property is to be conveyed by the Authority and accepted by Purchaser"AS-IS".

The Authority, at Purchaser's expense, will order and deliver to Purchaser an ALTA owner's title commitment issued by a title insurance company selected by the Authority committing to insure Purchaser's title in the Property in the amount of the Purchase Price.

The Purchaser, at its own expense, may obtain a survey (the "Survey") of the Property within forty (40) days after the Effective Date of the Agreement. If obtained, Purchaser will provide a copy of the Survey to the Authority within five (5) days of its receipt thereof.

The Authority will prepare and pay for the cost of preparation of the Special Warranty Deed and lien and possession affidavit to be issued at closing. The Purchaser will pay all other closing costs including the cost of the Survey, the cost of the Appraisal, the owner's title insurance premium, the title search cost, the cost of recording the Special Warranty Deed, all costs associated with Purchaser's financing of the Property, and any costs of Purchaser's due diligence of the Property.

REQUESTED ACTION:

We are requesting the Board follow the Right-of-Way Committee recommendation and approve the Agreement.

Attachment: Real Estate Sale and Purchase Agreement (w/ Exhibit "A" - Sketch & Legal Description)

SR 408 – PROJECTS 101 & 301
SR 417 – PROJECT 102
SURPLUS PARCEL NOS. 148, 149 & 150 (Partial)

REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2014, between **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY,** a body politic and corporate, and an agency of the state, under the laws of the State of Florida, with an address of 4974 ORL Tower Road, Orlando, Florida 32807, (the "Authority") and **ASBURY THEOLOGICAL SEMINARY,** a Kentucky non-profit corporation, having an address of 204 N. Lexington Avenue, Wilmore, Kentucky 40390 (the "Purchaser").

RECITALS:

Authority is the fee simple owner of certain parcels of real property located in Orange County, Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"). The Authority has determined that the Property is non-essential for present or future construction, operation or maintenance of the expressway system and is Surplus Property available for sale in accordance with the Authority's Policy Regarding the Disposition of Excess Lands as set for in the Authority's Permanent Policies and Rules. Purchaser desires to purchase the Property and the Authority has determined that the sale of the Property to the Purchaser, together with all tenements, hereditaments and appurtenances relating thereto or associated therewith (hereinafter sometimes collectively referred to as the "Property"); upon the terms and conditions hereinbelow set forth, is in the best interest of the public and the Authority.

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

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

2. **Agreement to Sell and Purchase the Property.** Subject to the terms and conditions contained herein, Authority agrees to sell to the Purchaser and Purchaser agrees to purchase from the Authority the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

3. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by the Purchaser to the Authority for the Property shall be One Million Nine Hundred Eighty-Five Thousand and no/100 Dollars ($1,985,000.00). On or before delivery of this executed Agreement to the Authority, Purchaser shall deposit in escrow with the Authority's right of way counsel,

Winderweedle, Haines, Ward & Woodman, P.A. (the "Escrow Agent") the sum of One Hundred Ninety-Eight Thousand Five Hundred and 00/100 Dollars ($198,500.00) (the "Deposit") by check or wire transfer of funds payable to "Winderweedle, Haines, Ward & Woodman, P.A. Trust Account". The Deposit shall be held in escrow until paid to the applicable party or applied to the Purchase Price at closing pursuant to the terms of this Agreement and shall be non-refundable except as provided hereinbelow. The balance of the Purchase Price in the amount of One Million Seven Hundred Eighty-Six Thousand Five Hundred and 00/100 Dollars ($1,786,500.00) shall be paid by the Purchaser to the Authority at closing by cashier's check or by wire transfer of funds, subject to appropriate credits, adjustments and prorations as hereinbelow provided.

4. **Title.**

(a) Authority, at Purchaser's expense, shall order and deliver to Purchaser an ALTA owner's title commitment (the "Commitment") at the minimum promulgated rate by Florida law issued by Fidelity National Title Insurance Company (the "Title Company") committing to insure Purchaser's title in the Property in the amount of the Purchase Price. The Commitment shall be provided to Purchaser on for before the thirtieth (30th) day after the Approval Date of this Agreement. Purchaser shall have thirty (30) days from that date within which to examine the Commitment (the "Title Examination Period") and to notify Authority in writing as to any objections to any matters which are set forth in the Commitment which would render title unmarketable ("Title Defects"), provided, however, that Purchaser shall not have the right to object to any matter set forth on **Exhibit "B"** attached hereto and incorporated here (the "Permitted Exceptions"), it being acknowledged by Purchaser that if Purchaser acquires the Property, Purchaser shall take title subject to said Permitted Exceptions. For purposes of this Section "marketability" shall be determined in accordance with Florida law. If Purchaser does not give such a written notice of Title Defects within said thirty (30) day period, then Purchaser shall be conclusively deemed to have accepted the status of title, and Purchaser waived any right to object to the status of Authority's title. If the title is unmarketable or uninsurable and Purchaser has timely notified Authority of its objections, the Authority shall have ninety (90) days from said notice (the "Title Cure Period") within which to cure the designated Title Defects, and the Closing Date shall be extended as necessary up to thirty (30) days to allow such cure. Upon the Title Defects being timely cured, the Authority shall so notify Purchaser in writing (the "Cure Notice"). If Authority is unwilling or unable to timely cure the designated Title Defects, Authority shall so notify Purchaser in writing within the Title Cure Period, upon which the Purchaser may accept the title as-is or within ten (10) days of receipt of such notice from the Authority notify the Authority of the termination of this Agreement. Upon such a termination notice, the Authority shall promptly cause the Deposit to be refunded to Purchaser and in the absence of such termination notice, the Purchaser shall be deemed to have accepted title as-is. Upon such a termination, Purchaser and Authority shall be released, as to one another, of all further obligations hereunder (except obligations expressly surviving termination of this Agreement pursuant to the terms hereof).

(b) Without limiting anything contained herein, it is expressly acknowledged and agreed that the Special Warranty Deed conveying the Property shall not convey, and the title insurer shall not insure against the Authority's Permitted Exception of rights of ingress, egress, light, air and view to, on, across or over State Roads 417 or 408.

(c) At Closing, Authority shall provide the Title Company and Purchaser with any such affidavits as may be necessary to delete the standard exceptions, except for property taxes. The Title Policy to be issued by the Title Company shall be delivered to Purchaser promptly after Closing, subject only to the Permitted Exceptions and any other title exceptions or conditions of title provided for under the terms and conditions of this Agreement.

5. **Survey.** Purchaser, at Purchaser's expense, may obtain a survey of the Property (the "Survey") within thirty (30) days after the Approval Date. If obtained, Purchaser shall provide a copy of the Survey to Authority within five (5) days of Purchaser's receipt thereof. The Survey shall be prepared by a surveyor licensed by the State of Florida and shall be certified to Authority, Purchaser, the Authority's attorneys, and the Title Company as being prepared in accordance with the minimum technical standards as set forth in the Florida Administrative Code. It is expressly acknowledged that the Survey shall depict the existence of any controlled-access or limited-access line between the Authority's property and the Property, and same shall not be deemed a Title Defect nor survey encroachment. Purchaser shall, within the time allowed to examine title, examine the Survey and notify Authority in writing if the Survey shows any overlaps and/or material encroachments or any other matters which would render title unmarketable or prohibit Purchaser's intended use of the Property (hereinafter referred to as the "Survey Objections"). The Survey Objections shall be treated in the same manner as objections based on Title Defects as provided in section 4 above. If Purchaser fails to give written notice of any Survey Objections within the Title Examination Period, then the Survey shall be deemed acceptable to Purchaser. If no Survey is obtained, the Title Policy shall be issued containing the standard survey exception.

6. **Inspections; Condition of Property.**

(a) Purchaser shall have ninety (90) days after the Approval Date (the "Inspection Period"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory to Purchaser. During the Inspection Period, Purchaser and/or its representatives shall have the right to enter upon the Property for the purposes of making soil tests, site studies, visual inspections and surveys; provided, however, such entry shall be coordinated with the Authority and shall not unreasonably damage the Property or interfere with Authority's or any third party's use or occupancy of the Property. Purchaser shall repair any damage occurring as a result of such activities and restore the Property to substantially the condition it was in immediately prior to Purchaser's entry thereon. All such entries onto the Property shall be at the sole risk and expense of Purchaser and Authority shall have no liability for any injuries or damages sustained by Purchaser or any of Purchaser's agents or contractors or any other third parties. Purchaser agrees to indemnify and hold Authority harmless from any and all loss, claim, action, demand or liability which may arise against the Authority or the Property arising directly or indirectly out of Purchaser's exercise of its rights pursuant to this Paragraph 6(a), including any damage to the Property. The foregoing indemnities shall survive the expiration or termination of this Agreement. If Purchaser elects to not proceed with the purchase of the Property, Purchaser shall notify Authority in writing within the Inspection Period that Purchaser elects to cancel this Agreement (the "Cancellation Notice"), and thereupon the Deposit shall be promptly refunded to Purchaser and this Agreement shall automatically terminate and be null and void, and neither party hereto shall have any further liability or obligation hereunder, except those expressly surviving the termination or expiration of this Agreement. In the event

Purchaser shall fail to provide Authority with the Cancellation Notice within the Inspection Period, Purchaser shall be deemed to have waived Purchaser's right to cancel this Agreement and shall not be entitled to a refund of the Deposit except in the event of a default by Authority under this Agreement as set forth in Paragraph 11(a).

(b) Purchaser acknowledges and agrees that Authority is affording Purchaser full and complete access to the Property for the purpose of making any and all tests, inspections, or evaluations thereof as desired by Purchaser, including, but not limited to any environmental assessments or audits deemed advisable by Purchaser, and that Purchaser has inspected the Property to the extent desired by Purchaser. Purchaser expressly acknowledges and agrees that the Property and the Premises are to be conveyed by Authority and accepted by Purchaser in "AS IS" and "WHERE IS" condition, and that neither the Authority nor any officer, director, stockholder, employee, agent, representative, or other person or entity whatsoever, on behalf of the Authority, has made or does make hereby any warranty, representation, statement, guarantee, assertion or opinion, written or oral, express or implied, about or concerning the Property or the Premises, or about or concerning the physical condition thereof or for any use or purpose, or any similar matter, except as set forth in the Special Warranty Deed from the Authority. Should Purchaser need to perform a Phase II environmental study and analysis, Purchaser shall notify Authority in writing on or before the ninetieth (90th) day of the Inspection Period, and the Inspection Period, solely as to matters addressed in such Phase II, shall be extended day for day as needed to complete the Phase II environmental study and analysis up to a maximum of thirty (30) days. Purchaser covenants and agrees that the acceptance by Purchaser of the Property in "AS IS" and "WHERE IS" condition and without any representation or warranty of any kind or nature whatsoever by the Authority, except as set forth in the Special Warranty Deed from the Authority, was and is a material part of the consideration bargained for by Authority, and that Purchaser's agreements in such regard were and are a material inducement for Authority to enter into and perform this Agreement. Purchaser hereby covenants and agrees that, except as set forth in the Special Warranty Deed from the Authority, Purchaser does and shall assume any and all risks concerning the Property, and the physical condition and characteristics thereof, and any defects or problems concerning the Property, whether patent or latent, known or unknown.

(c) Authority does not have any present, actual knowledge of any contamination of the Property, of environmental permits, of notices of environmental violation or of environmental civil or criminal proceedings involving the Property. Notwithstanding paragraph 6(b) above, if Purchaser's environmental audit of the property indicates the actual presence of environmental contamination, Purchaser shall promptly provide the Authority a copy of such audit report and the Authority the shall have fifteen (15) days after receipt of same to notify Purchaser whether the Authority elects to clean up such contamination and/or obtain an assessment of the cost and the estimated time to clean up the contamination and deposit a sum equal to that cost in a trust. Should the estimated time for cleanup extend beyond one hundred eighty (180) days after the Approval Date, or if Authority fails to either clean up or deposit the cost of cleanup, Purchaser shall have the option upon written notice to Authority to terminate this Agreement and receive a refund of the deposit and Purchaser and Authority shall be relieved from all obligations under this Agreement except those expressly surviving termination. If Purchaser does not terminate this Agreement, Purchaser shall be deemed to have waived its right to terminate this Agreement and closing shall be held (i) on Closing Date (as hereinafter defined), or (ii) if Authority initiates cleanup, twenty (20) days after the date that Authority has

provided Purchaser with an engineer's certification that the contamination cleanup has been completed, whichever is later. If Purchaser proceeds to closing, Purchaser shall accept the Property "AS IS" and "WHERE IS", except as set forth in the Special Warranty Deed from the Authority, in accordance with the terms and conditions of Paragraph 6(b) above.

(d) In the event the parties do not close on the purchase of the Property because of Purchaser's default hereunder, within seven (7) days after the termination or expiration of this Agreement, Purchaser shall deliver to Authority copies of all tests, reports, surveys, environmental audits and other audits relating to the Property which have been prepared by, on behalf of, or for Purchaser without any warranty or representation on the part of Purchaser.

7. **Closing.** The Closing shall take place within thirty (30) days after expiration of the Inspection Period, unless otherwise extended in accordance with the terms herein, on a date and time mutually agreeable to both parties (the "Closing Date"). Closing shall be held at the offices of Winderweedle, Haines, Ward & Woodman, P.A., 329 North Park Avenue, 2nd Floor, Winter Park, Florida 32789, or at such other place as the Purchaser and Authority shall agree. Notwithstanding the foregoing, closing may be by mail and/or overnight courier.

8. **Closing Documents.** The Authority shall prepare and convey title to the Property by Special Warranty Deed, free and clear of all encumbrances and liens of whatsoever nature, except taxes for the year of closing, zoning, public utility easements and other Permitted Exceptions. The Authority shall also deliver to the Purchaser a lien and possession affidavit at closing sufficient to satisfy the requirements of Section 627.7842(1)(b) and (c), Florida Statutes, and such other documents as may be reasonably requested in advance in writing.

9. **Closing Costs; Prorations.** The Authority shall prepare and pay for the cost of preparation of the Special Warranty Deed and the lien and possession affidavit to be issued at closing. Purchaser shall pay all costs of the recording of the deed (including documentary stamp taxes, if any); the cost of preparation of the survey and other costs of Purchaser's due diligence of the Property; all costs, if any, related to Purchaser's financing of the property (including all costs related to any note and mortgage obtained by Purchaser, any lender charges or fees, documentary stamps, intangible taxes and recording fees); and the premium for the title policy to be issued at closing. Purchaser has previously paid the cost of the Authority's appraisal. The Parties shall each pay their own attorney's fees. Real property taxes and assessments on the Property, if any, shall be prorated as of the date of closing. Purchaser has engaged real estate agents and/or brokers for this prospective transaction under a separate agreement dated November 11, 2013. Purchaser shall pay any and all commissions owed to any brokers, agents, or representatives thereof engaged by Purchaser, and the Authority shall have no responsibility to pay any such commissions.

10. **Delivery of Possession; Risk of Loss**. Purchaser shall be given possession on the Closing Date. If any improvements located on the Property at the time of the execution of this Agreement are damaged by fire or other casualty prior to closing (other than through the fault of Purchaser, its employees, contractors or agents) and can be restored to substantially the same condition within a period of thirty (30) days after such destruction occurs, Authority shall promptly notify Purchaser in writing if it elects to restore the improvements and, if so, shall

promptly restore same at Authority's cost, and the Closing Date shall be extended accordingly. If the Authority elects not to restore the improvements or if such restoration cannot be completed within said period of time, Authority shall so notify Purchaser and Purchaser shall have the option of either (i) terminating this Agreement, and upon return of the Deposit neither of the parties shall have any further obligation hereunder, or (ii) proceeding to closing and accepting the condition of the Property without a reduction in the Purchase Price, but with an assignment of any available insurance proceeds. All risk of loss prior to closing shall be borne by Authority, except to the extent of Purchaser's liability for damage to the Property caused by Purchaser, its employees, agents or contractors.

11. **Failure of Performance.**

(a) On the part of Authority: In the event of a default by Authority under this Agreement, then as Purchaser's sole remedy hereunder, Purchaser may terminate this Agreement and recover a refund of the Deposit. Purchaser expressly waives any and all other remedies, legal or equitable, including any action for damages.

(b) On the part of Purchaser: In the event of a default by Purchaser under this Agreement, then Authority, shall have the right to immediately claim and be paid the Deposit.

12. **No Recording.** Neither this Agreement nor any record or memorandum thereof shall be recorded in the Public Records of any county in the State of Florida. Recording of this Agreement or any of the terms and provisions hereof, or any record or memorandum thereof by Purchaser shall, at the option of Authority, immediately constitute a material breach and default by Purchaser hereunder, and grounds for termination of the Agreement by Authority.

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

Authority:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY Attn: General Counsel 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5000 E-mail: passiatorej@oocea.com
With a copy to:	WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A. Attn: Jere F. Daniels, Jr., Esq. 329 North Park Avenue, 2nd Floor Winter Park, Florida 32789 Telephone: (407) 423-4246

Facsimile: (407) 645-3728
E-mail: jdaniels@whww.com

Purchaser: ASBURY THEOLOGICAL SEMINARY
Attn: Bryan Blankenship or successor
204 N. Lexington Avenue
Wilmore, Kentucky 40390
Telephone: (859) 858-2280
E-mail: bryan.blankenship@asburyseminary.edu

With copies to: MAURY L. CARTER & ASSOCIATES, INC.
Attn: Daryl M. Carter & John A. Evans
3333 S. Orange Avenue, Suite 200
Orlando, Florida 32806
Telephone: (407) 581-6205
Facsimile: (407) 422-3155
E-mail: dcarter@maurycarter.com
jevans@maurycarter.com

and

KELLYLAW, P.A.
Attn: Kevin P. Kelly
17 N. Summerlin Ave., Suite 200
Orlando, Florida 32801
Telephone: (407) 545-4386
E-mail: Kevin@KellyJuris.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. Notice and delivery given by or to the attorney representing any party shall be as effective as if given by or to that party.

14. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. To be effective, any amendment to this Agreement shall be in writing and executed by Purchaser and the Authority. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute a duplicate original or part thereof, but all of which taken together shall constitute one and the

same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Purchaser and the Authority do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at closing. This Agreement shall be interpreted under the laws of the State of Florida. Purchaser and Authority acknowledge that this Agreement was prepared after substantial negotiations between the parties and this Agreement shall not be interpreted against either party solely because such party or its counsel drafted the Agreement. The parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

15. **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

16. **Attorneys' Fees**. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

17. **Waiver of Jury Trial.** PURCHASER AND AUTHORITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

18. **Design, Location and Funding Disclosure**. Purchaser acknowledges that (i) the design and location of any contemplated or proposed roadway systems or access scenarios to or from the Property are not guaranteed; and (ii) funding may not be completed for any such proposed roadway systems.

19. **Effective Date; Approval Date**. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the Authority or Purchaser execute this Agreement. It is specifically acknowledged and agreed that this Agreement is subject to final approval by the Authority's Right of Way Committee and Board of Directors. This Agreement shall be presented to the Right of Way Committee and Authority Board at their next regularly scheduled respective meetings occurring no earlier than ten (10) days after receipt by Authority or Escrow Agent of this Agreement executed by Purchaser and, if applicable, the Appraisal and a review appraiser's certification certifying the proposed sale price as reasonable. The date of the Authority Board's final approval of this Agreement, as set forth in written notice from Authority to Purchaser, shall be deemed the "Approval Date". If this Agreement is not approved by the Authority Board within sixty (60)

days of Purchaser's delivery to the Authority of a copy of the Agreement executed on behalf of Purchaser, the Agreement shall be terminated and, upon return of Deposit to Purchaser, the Parties shall have no further obligations or liabilities hereunder except those expressly surviving termination of this Agreement.

20. **Escrow**. If directed by Purchaser, the Escrow Agent shall promptly deposit all funds received by it in an interest-bearing money market account established at a federally insured bank. Any interest in the Deposit shall be payable to the party to whom the Deposit is to be disbursed by the Escrow Agent under the terms of this Agreement. Failure of clearance of funds shall not excuse performance by the Purchaser. The Escrow Agent agrees to comply with the provisions of this Agreement insofar as the Escrow Agent is involved, and the Escrow Agent is expressly authorized to make disbursements and debits as contemplated by this Agreement. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Authority of items subject to escrow, unless such misdelivery shall be due to willful breach of Agreement or gross negligence on the part of the Escrow Agent. In the event of doubt as to its duties or liabilities, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may interplead the Deposit and deposit all of the monies then held pursuant to this Agreement with any court of competent jurisdiction, and upon notifying Authority and Purchaser, all liability on the part of the Escrow Agent under this Agreement shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. Authority and Purchaser agree that the status of Authority's counsel as Escrow Agent under this Agreement does not disqualify said counsel from representing Authority in connection with this transaction and in any disputes that may arise between Authority and Purchaser, or any other party, concerning this transaction, including any dispute or controversy with respect to the Deposit.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year above written.

WITNESSES:

_____
Name: _____

_____
Name: _____

"PURCHASER"

ASBURY THEOLOGICAL SEMINARY

By:_____
Name_____

Date: _____

Tax ID # 610445823

WITNESSES:

_____
Name:_____

_____
Name:_____

"AUTHORITY"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida

By:_____
Name:_____
Title:_____
Date:_____

APPROVED AS TO FORM FOR EXECUTION BY A SIGNATORY OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

By:_____
Printed Name:_____
Title:_____
Date:_____

EXHIBIT "A"
LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408 - PROJECTS 101 & 301
SR 417 - PROJECT 102
PARCELS 148, 149 & 150 (PARTIAL)

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTH HALF (1/2) OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 24, THENCE N00°32'56"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 FOR 103.19 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF VALENCIA COLLEGE LANE AS SHOWN ON THE ORANGE COUNTY RIGHT-OF-WAY MAP, C.I.P NUMBER 5029, DATED 01/20/12, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°56'08"W ALONG SAID PROPOSED NORTHERLY RIGHT-OF- WAY LINE FOR 443.45 FEET TO A POINT ON THE EXISTING WESTERLY LIMITED ACCESS RIGHT- OF-WAY LINE OF STATE ROAD 408 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 75008-6410-101; THENCE ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR THE FOLLOWING TEN (10) COURSES: RUN N39°39'52"E FOR 90.98 FEET; THENCE N13°52'56"E FOR 543.83 FEET; THENCE N20°40'24"E FOR 175.79 FEET; THENCE N21°35'15"E FOR 379.77 FEET; THENCE N12°29'50"E FOR 103.88 FEET; THENCE S89°51'55"E FOR 18.97 FEET; THENCE N00°32'56"W FOR 82.11 FEET; THENCE N03°57'17"W FOR 420.75 FEET; THENCE N00°33'08"W FOR 159.00 FEET; THENCE N09°00'38"E FOR 270.54 FEET; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE RUN S82°16'37"E FOR 192.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTH ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2005.00 FEET AND A CHORD BEARING OF S06°03'30"E, THROUGH A CENTRAL ANGLE OF 31°14'18" FOR 1093.15 FEET; THENCE S67°08'00"W FOR 121.01; THENCE S16°10'19"E FOR 72.76 FEET TO THE POINT OF INTERSECTION OF THE EXISTING EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 408 AND THE EXISTING WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 417 AS SHOWN ON AFORESAID ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 408 FOR THE FOLLOWING FOUR (4) COURSES: RUN S02°17'36"W FOR 254.02 FEET; THENCE S02°10'45"W FOR 385.23 FEET; THENCE S11°43'39"W FOR 245.13 FEET; THENCE S11°27'12"E FOR 51.53 FEET TO A POINT ON AFORESAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF VALENCIA COLLEGE LANE; THENCE N89°56'08"W ALONG SAID PROPOSED NORTHERLY RIGHT-OF- WAY LINE FOR 148.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.567 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY ALONG THE FOLLOWING DESCRIBED LINE:

SEE SHEET 2 FOR CONTINUATION

THIS IS NOT A SURVEY

ATKINS
482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Noah Catha, PSM
Professional Surveyor and Mapper
Florida Certificate No. 6873
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Date: 07/03/2013
Scale: N/A
Job No.: _____
F.B.: N/A
Drawn By: NC
Ckd. By: NC
Sheet 1 of 3

10-11-2013 11:32
I:\Kh\Sr 417 Surplus\SR 408 and 417\Survey\408-417 YC_Surplus Parcels.dgn

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408 - PROJECTS 101 & 301
SR 417 - PROJECT 102
PARCELS 148, 149 & 150 (PARTIAL)

ESTATE: FEE SIMPLE

CONTINUED FROM SHEET 1

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 24, THENCE N00°32'56"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 FOR 103.19 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF VALENCIA COLLEGE LANE AS SHOWN ON THE ORANGE COUNTY RIGHT-OF-WAY MAP, C.I.P NUMBER 5029, DATED 01/20/12; THENCE N89°56'08"W ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE FOR 443.45 FEET TO A POINT ON THE EXISTING WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 408 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 75008-6410-101; THENCE ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR THE FOLLOWING TEN (10) COURSES: RUN N39°39'52"E FOR 90.98 FEET; THENCE N13°52'56"E FOR 543.83 FEET; THENCE N20°40'24"E FOR 175.79 FEET; THENCE N21°35'15"E FOR 379.77 FEET; THENCE N12°29'50"E FOR 103.88 FEET; THENCE S89°51'55"E FOR 18.97 FEET; THENCE N00°32'56"W FOR 82.11 FEET; THENCE N03°57'17"W FOR 420.75 FEET; THENCE N00°33'08"W FOR 159.00 FEET; THENCE N09°00'38"E FOR 270.54 FEET TO THE POINT OF BEGINNING ; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE RUN S82°16'37"E FOR 192.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTH ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2005.00 FEET AND A CHORD BEARING OF S06°03'30"E, THROUGH A CENTRAL ANGLE OF 31°14'18" FOR 1093.15 FEET; THENCE S67°08'00"W FOR 121.01; THENCE S16°10'19"E FOR 72.76 FEET TO THE POINT OF INTERSECTION OF THE EXISTING EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 408 AND THE EXISTING WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 417 AS SHOWN ON AFORESAID ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, SAID POINT BEING THE POINT OF TERMINATION.

THIS IS NOT A SURVEY

ATKINS
482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Date: 08/03/2013
Scale:
Job No.:
F.B.: N/A
Drawn By: MC
Ckd. By: MC
Sheet 2 of 3

I:\USA-01\Surplus\417 and 408 Interchange\416 417 W. Surplus Parcels.dgn 23-JUL-2013 11:32

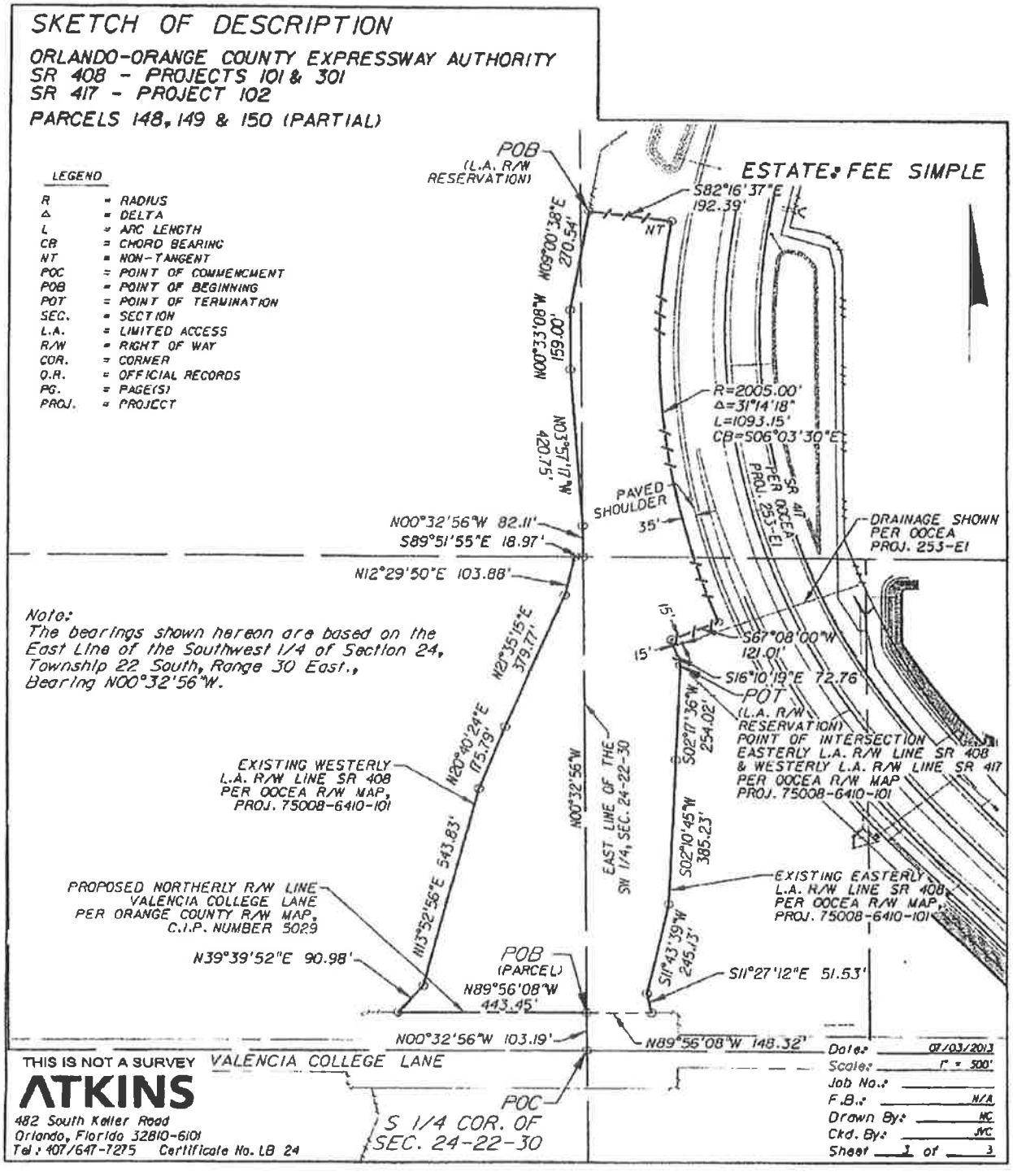

SKETCH OF DESCRIPTION
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408 - PROJECTS 101 & 301
SR 417 - PROJECT 102
PARCELS 148, 149 & 150 (PARTIAL)
LEGEND
R = RADIUS
Δ = DELTA
L = ARC LENGTH
CB = CHORD BEARING
NT = NON-TANGENT
POC = POINT OF COMMENCMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINATION
SEC. = SECTION
L.A. = LIMITED ACCESS
R/W = RIGHT OF WAY
COR. = CORNER
O.R. = OFFICIAL RECORDS
PG. = PAGE(S)
PROJ. = PROJECT
POB (L.A. R/W RESERVATION)
ESTATE: FEE SIMPLE
S82°16'37"E 192.39'
NT
N09°00'38"E 270.54'
N00°33'08"W 159.00'
N03°57'17"W 420.75'
R=2005.00'
Δ=31°14'18"
L=1093.15'
CB=S06°03'30"E
SR 417 PER OOCEA PROJ. 253-E1
PAVED SHOULDER
35'
N00°32'56"W 82.11'
S89°51'55"E 18.97'
DRAINAGE SHOWN PER OOCEA PROJ. 253-E1
N12°29'50"E 103.88'
N21°35'15"E 379.77'
Note:
The bearings shown hereon are based on the East Line of the Southwest 1/4 of Section 24, Township 22 South, Range 30 East., Bearing N00°32'56"W.
S67°08'00"W 121.01'
15'
S16°10'19"E 72.76'
POT (L.A. R/W RESERVATION) POINT OF INTERSECTION EASTERLY L.A. R/W LINE SR 408 & WESTERLY L.A. R/W LINE SR 417 PER OOCEA R/W MAP PROJ. 75008-6410-101
N20°40'24"E 175.79'
EXISTING WESTERLY L.A. R/W LINE SR 408 PER OOCEA R/W MAP, PROJ. 75008-6410-101
N00°32'56"W
EAST LINE OF THE SW 1/4, SEC. 24-22-30
S02°17'36"W 254.02'
S02°10'45"W 385.23'
EXISTING EASTERLY L.A. R/W LINE SR 408 PER OOCEA R/W MAP, PROJ. 75008-6410-101
PROPOSED NORTHERLY R/W LINE VALENCIA COLLEGE LANE PER ORANGE COUNTY R/W MAP, C.I.P. NUMBER 5029
N13°52'56"E 543.83'
N39°39'52"E 90.98'
POB (PARCEL)
N89°56'08"W 443.45'
S11°43'39"W 245.13'
S11°27'12"E 51.53'
N00°32'56"W 103.19'
N89°56'08"W 148.32'
VALENCIA COLLEGE LANE
POC
S 1/4 COR. OF SEC. 24-22-30
THIS IS NOT A SURVEY
ATKINS
482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24
Date: 07/03/2013
Scale: 1" = 500'
Job No.:
F.B.: N/A
Drawn By: MC
Ckd. By: JMC
Sheet 1 of 3

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.

2. The Special Warranty Deed conveying the Property shall not convey, and the title insurer shall not insure rights of ingress, egress, light, air and view to, on, across or over State Roads 417 or 408.

TAB 6

~~ORLANDO-ORANGE COUNTY~~CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROPERTY ACQUISITION & DISPOSITION

PROCEDURES MANUAL

2013

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~~APPROVED~~
~~By The Orlando-Orange County Expressway Board~~
~~December 12, 2013~~
To be presented to the
CFX Board for approval
9/11/14

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Part 1: INTRODUCTION

5-1.01 Purpose

The ~~Orlando-Orange County~~Central Florida Expressway Authority (~~OOCEA~~CFX) Property Acquisition and Disposition Procedures Manual ("Manual") is intended to provide recommended procedures to ~~OOCEA~~CFX employees and consultants for (i) obtaining necessary rights of way, easements and other property rights for roadway improvement projects and other projects for which ~~OOCEA~~CFX may be authorized to acquire such property rights and (ii) disposing of property rights deemed available for disposal by ~~OOCEA~~CFX. The Manual is intended for use in all projects for which ~~OOCEA~~CFX is the acquiring agency, unless the project is required by law or contract to be governed by Florida Department of Transportation procedures or other procedures.

This Manual and the guidelines presented herein are official ~~OOCEA~~CFX policy and shall provide the basic structure for conducting right of way and other property acquisition and disposition efforts for ~~OOCEA~~CFX authorized projects. Notwithstanding the foregoing, where deemed in the best interest of ~~OOCEA~~CFX and the public, subject to approval by the ~~OOCEA~~CFX Board, the ~~OOCEA~~CFX may waive the procedures set forth herein in a particular circumstance; provided that such waiver shall not be in conflict with state or federal law.

5-1.02 Statement of Policy

The policy of ~~OOCEA~~CFX shall be to acquire all properties in fee simple, easement, or other property interest deemed to be necessary for the implementation of an authorized project. If acquisition of only part of a property would leave its owner with an uneconomic remnant, ~~OOCEA~~CFX will consider acquisition of the entire property. It is further the policy of ~~OOCEA~~CFX that every property owner shall receive full, just and adequate compensation for the property, in accordance with the laws of the State of Florida. ~~OOCEA~~CFX shall attempt to negotiate in good faith to obtain a voluntary purchase from the property owner which may include providing non-monetary consideration as compensation for the property interests acquired.

5-1.03 ~~OOCEA~~CFX

Chapter 348, Part III, Florida Statutes provides authority for ~~OOCEA~~CFX to acquire property and to exercise the right and power of eminent domain for acquiring rights of way and other properties for ~~OOCEA~~CFX purposes. Moreover, other statutes, including, without limitation, Chapter 369, Part III, provide authority for ~~OOCEA~~CFX to acquire property for other purposes.

Part 2: ORGANIZATION AND COORDINATION

5-2.01 General Organization

~~OOCEA~~CFX is organized into several operating divisions under the direction of the ~~OOCEA~~CFX Board and the Executive Director. A standing Right of Way Committee provides oversight and control of the property acquisition and disposition process.

5-2.02 ~~OOCEA~~CFX Board Oversight

The ~~OOCEA~~CFX Board has sole and final responsibility for all decisions related to project approval and authorization, expenditure of funds, consultant selection and contracting, property purchases, settlements, and authorization of eminent domain proceedings. ~~OOCEA~~CFX delegates certain authorities and responsibilities to the Executive Director who in turn authorizes various ~~OOCEA~~CFX staff or consultants to conduct the day-to-day operations, including right of way acquisition. In relation to right of way acquisition, the ~~OOCEA~~CFX Board shall approve the following actions:

1. Approval of preliminary PD&E documents, alignment and right of way plans, design documents and construction and project cost estimates.

2. Authorization to initiate right of way acquisition activities.

3. Authorization of right of way acquisition services including appraisals, review appraisals, acquisition consultants, and other right of way contractors.

4. Authorization to initiate eminent domain proceedings.

~~OOCEA~~CFX delegates authority to the Executive Director, or the Executive Director's designee, to make purchase offers, negotiate settlements, approve mediation and condemnation settlements, execute purchase agreements and decide other matters pertaining to property acquisition and settlements for projects approved by ~~OOCEA~~CFX, provided, however, that the property acquisition process is conducted in accordance with the policies and procedures set forth in this Manual. The Right of Way Committee shall oversee and direct ~~OOCEA~~CFX's delegation of this authority.

~~OOCEA~~CFX's delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached. This need is recognized in Section 119.0711, Florida Statutes which exempts "...all appraisals, other reports relating to value, offers, and counteroffers..." from public disclosure until execution of a valid option contract or conditional acceptance of a written offer to sell by ~~OOCEA~~CFX, subject to final ~~OOCEA~~CFX Board approval.

5-2.03 Right of Way Committee

A standing Right of Way Committee is appointed by ~~OOCEA~~CFX to oversee and direct the right of way acquisition process. The purpose of the Right of Way Committee is to provide a forum for review and approval of property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements. The Right of Way Committee is composed of two (2) ~~OOCEA~~CFX Board Members and a resident of Orange County selected and appointed by the ~~OOCEA~~CFX Board that serves on an annual basis. Two members of the Right of Way Committee must be

physically present at a meeting to constitute a quorum necessary to conduct business of the Right of Way Committee. During right of way acquisition projects, the Right of Way Committee shall meet as required to review negotiations and provide direction to the acquisition staff and consultants. ~~OOCEA~~CFX General Counsel shall also attend Right of Way Committee meetings and shall serve as an advisor to the Right of Way Committee.

5-2.04 Executive Director and General Counsel

The Executive Director is responsible for the daily operations of the ~~OOCEA~~CFX. The Executive Director has delegated the authority and responsibility for right of way acquisition. The Executive Director or the Deputy Executive Director of Engineering and Operations are authorized to execute purchase and other agreements related to property acquisition or disposition.

The ~~OOCEA~~CFX General Counsel is responsible for, among other things, advising the ~~OOCEA~~CFX Board on legal matters, supervising ~~OOCEA~~CFX outside counsel, Right of Way Legal Counsel and the Acquisition Coordinator.

5-2.05 Right of Way Services

Without limiting anything herein, the Executive Director has specifically designated responsibility to conduct the routine and day-to-day functions of the property acquisition and disposition process to ~~OOCEA~~CFX staff or consultants, including through the Acquisition Coordinator and Right of Way Legal Counsel, subject to oversight by the General Counsel's office, the Right of Way Committee and the ~~OOCEA~~CFX Board as provided herein. These specific responsibilities include, without limitation:

1. Approval of property acquisition plans, subject to final authorization by the ~~OOCEA~~CFX.

2. Approval of consultant work scope for right of way appraisals, appraisal reviews and acquisition after approval of consultant selection.

3. Authorization of specific work items as called for in the consultant contract, including authorization of appraisals, business damage assessment reports, special studies relating to property acquisition impacts and valuation, environmental studies and mitigation, relocation payments and other special services which may be called for in the consultant contract.

4. Authority to negotiate settlements or purchase agreements to acquire property above appraised value when such actions are adequately justified, subject to final approval by the Right of Way Committee and ~~OOCEA~~CFX Board.

5. Authority to mediate cases prior to eminent domain valuation trials, settlement at mediation being subject to final approval by the Right of Way Committee and ~~OOCEA~~CFX Board.

6. Approval of payment requests for right of way purchases and other purposes authorized herein.

7. Day-to-day management of the right of way work effort, including review of progress, schedule and cost adherence, and approval of technical products.

8. Coordination of right of way activities with other ~~OOCEA~~CFX divisions (Planning, Design, Construction, Finance) and consultants.

9. Coordination of acquisition and condemnation activities with ~~OOCEA~~CFX Right of Way Legal Counsel, the Right of Way Acquisition Coordinator and/or designated brokers and consultants.

10. Participation in design plan reviews.

11. Coordination of property disposition activities with ~~OOCEA~~CFX Right of Way Legal Counsel.

12. Such other responsibilities as the Executive Director may assign to staff or consultants with the approval of the Right of Way Committee.

The property acquisition process shall be monitored by the Right of Way Committee, and all actions resulting in final settlement of property acquisition or disposition matters shall be reviewed with and reported to the Committee and the Executive Director prior to execution of agreements, subject to final approval by the ~~OOCEA~~CFX Board.

5-2.06 Contract Services

~~OOCEA~~CFX may select consultants to providing various right of way services as required by the complexity and magnitude of the property acquisition program being undertaken. The following types of consultant services may be used, depending on the nature of the acquisition program.

5-2.061 Right of Way Legal Counsel - The ~~OOCEA~~CFX Right of Way Legal Counsel will be selected by ~~OOCEA~~CFX. The Right of Way Legal Counsel shall be responsible for all legal matters pertaining to the property acquisition process, subject to oversight by the General Counsel's office and the Right of Way Committee. Specific responsibilities and authority include the following, without limitation.

1. Obtaining and processing title search, ownership and encumbrance reports and other due diligence information as required for both engineering and property acquisition purposes, including, without limitation, those reports specified in Section 5-2.05, paragraph 3 above.

2. Preparing of all legal instruments and documents required for right of way acquisition, including, without limitation, purchase and settlement agreements, option agreements, satisfactions of mortgages, release instruments, deeds, easements, and other documents deemed necessary and proper for each transaction.

3. Closing property purchases and obtaining title insurance.

4. Preparing, filing and prosecuting eminent domain proceedings, upon approval by ~~OOCEA~~CFX.

5. Negotiating property acquisitions.

6. Conducting property disposition activities.

5-2.062 Acquisition Coordinator - The Acquisition Coordinator provides the technical work associated with property acquisition projects, assists with pre-condemnation negotiations and property disposition. The Acquisition Coordinator reports to the General Counsel's office and Right of Way Committee and may be a consultant selected by ~~OOCEA~~CFX. The Acquisition Coordinator services may be performed by a firm or individual or as part of the ~~OOCEA~~CFX's General Consulting Engineering Contract. Responsibilities of the Acquisition Coordinator include, without limitation:

1. Assisting in the development of work programs.

2. Conducting pre-condemnation negotiations for property acquisition subject to supervision of the General Counsel's office.

3. Assisting Right of Way Legal Counsel in the preparation and submittal of interim progress reports, negotiation reports, recommended settlement actions and recommendations for initiation of eminent domain proceedings to the Executive Director and Right of Way Committee.

4. Conducting property disposition activities subject to the supervision of the General Counsel's office.

5. Accepting and executing the Review Appraiser's Certification and making statutory first written offers to property owners at appraised value.

5-2.063 Consultants - ~~OOCEA~~CFX may elect to utilize the services of qualified technical consultants during the property acquisition process. Technical consultant services required for an acquisition program may include, without limitation, the following.

1. Property Appraisal and Appraisal Review

2. Acquisition/Negotiation/Right of Way Coordination

3. Business Damage Assessment and Report Preparation

4. Relocation and Advisory Services as ~~OOCEA~~CFX may elect from time to time

5. Eminent Domain Support

6. Property Management

7. Environmental Consulting

8. Land Use and Planning Consulting

Part 3: CONSULTANT OPERATIONS

5-3.01 General Requirements

Consultants engaged in right of way services and real property acquisition and disposition services shall be selected in accordance with ~~OOCEA~~CFX policies and procedures for consultant selection described in this section, however, in the event of any direct conflict with ~~OOCEA~~CFX procurement policies, the policies and procedures set forth in the procurement policy shall prevail. It is the policy of ~~OOCEA~~CFX to provide the maximum opportunity to qualified individuals and businesses to provide goods and services to ~~OOCEA~~CFX, consistent with appropriate quality at the most reasonable cost.

Consultants shall be technically qualified to perform the right of way services, shall have the proper business and professional licenses and registrations and shall meet ~~OOCEA~~CFX's requirements for insurance coverage. Consultant responsibilities, scope of services and compensation shall be specified in a written contract approved by ~~OOCEA~~CFX. The consultant shall provide adequate, qualified personnel to accomplish the scope of services and to staff its offices during normal hours of operation. The consultant will provide ongoing project management personnel necessary to coordinate, plan, direct and control the assignment and all customary administrative services.

5-3.02 Consultant Selection and Contracts

~~OOCEA~~CFX's Board shall approve the selection of the Acquisition Coordinator and Right of Way Legal Counsel. At the request of the General Counsel's office, ~~OOCEA~~CFX may solicit proposals for consultants, including the Acquisition Coordinator and Right of Way Legal Counsel. ~~OOCEA~~CFX's Board has designated the Right of Way Committee to evaluate proposals and make recommendations to the Board for approval of such consultants.

General Counsel's office may confer with the Right of Way Committee and Right of Way Legal Counsel from time to time to determine what type of consultant services are required to accomplish right of way and real property acquisition and disposition services. The General Counsel's office may acquire such services through direct negotiations with qualified consultants, or the General Counsel's office may authorize and designate Right of Way Legal Counsel to retain sub-consultants necessary to perform such services, subject to the following.

1. Each such consultant or sub-consultant shall negotiate a written contract setting forth the scope of services and compensation. The scope of services shall define the responsibilities of the consultant, the scope of work to be performed, the resultant deliverables and requirements,

invoicing procedures, and authorizations required. The contract shall be authorized by the ~~OOCEA~~CFX Board.

2. Approval of the ~~OOCEA~~CFX Board shall be obtained for any consultant or sub-consultant contract fee anticipated to exceed $25,000.

Part 4: PROPERTY ACQUISITION PROCEDURES

This section provides an outline of the property acquisition process as it relates to ~~OOCEA~~CFX's property acquisition program. The outline is not meant to be an all encompassing description of the responsibilities and duties; rather it is meant as a general guide to the process.

5-4.01 Right of Way Determinations The following shall be prepared or obtained for ~~OOCEA~~CFX, if available:

1. Maps depicting preferred corridors and/or routes;
2. Right of Way maps;
3. Parcel sketches;
4. Legal description of parcels to be acquired;
5. Property interest(s) to be acquired; and,
6. Project background reports and data.

5-4.02 Title, Ownership, and Tenant Information - Right of Way Legal Counsel is responsible for securing title search and title information. Upon commencement of property acquisition activities, the General Counsel's office will oversee:

1. The provision of maps, plans, legal descriptions and parcel sketches, and the obtaining of updated title information for the parcels in the project area;
2. Development of a list of property owners by parcel number; and,
3. Identification of parcels that may be appropriate for early acquisition and/or acquisition as total takes through negotiation or eminent domain and the commencement of negotiations.

5-4.021 Negotiated Acquisition – Notwithstanding anything to the contrary contained in this Manual, the Right of Way Committee and ~~OOCEA~~CFX Board may authorize obtaining property in advance of completing its acquisition procedures, provided that any negotiated purchase price of the property obtained is based on a reasonable determination of the fair market value of the property as established by an appraisal. In determining whether early acquisition is appropriate with respect to any such property, the Right of Way Committee and ~~OOCEA~~CFX may consider, without limitation, savings and planning efficiencies which result from the early acquisition, any

efforts to develop or improve the property, any proposed or pending sale of the property, any potential business damage claims, or any other circumstance that establishes that early acquisition of the property is in the best interest of the ~~OOCEA~~CFX.

5-4.03 Appraisals

5-4.031 Appraisal Reports – It is the policy of ~~OOCEA~~CFX that any and all appraisals used in the acquisition of property rights reflect the fair market value of the property or rights to be acquired, including any severance damages, less special benefits accruing to the property. Appraisals shall be prepared by qualified appraisers and shall conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation. All appraisers will be selected on the basis of their experience, demonstrated quality of work, licensing and reputation. Appraisers must be qualified to give expert testimony in support of their value estimates in the event of eminent domain proceedings. Appraisals shall be certified to ~~OOCEA~~CFX.

Where deemed appropriate by the General Counsel's office and the Right of Way Committee, ~~OOCEA~~CFX may agree upon a single ~~OOCEA~~CFX/landowner appraiser to perform an appraisal certified to both parties, may accept an appraisal prepared for a landowner by an ~~OOCEA~~CFX-approved appraiser meeting the standards set forth herein or may accept an appraisal prepared by any appraiser deemed acceptable to Right of Way Legal Counsel and the Right of Way Committee based on the appraiser's experience, quality of work and reputation. ~~OOCEA~~CFX may also negotiate a proposed settlement or purchase price subject to confirmation by an appraisal performed in accordance with these policies.

5-4.032 Appraisal Review - The appraisal report(s) prepared on behalf of ~~OOCEA~~CFX will be reviewed by a qualified Review Appraiser for conformance with the Uniform Standards of Professional Appraisal Practice and to further assure that all compensable items have been included in the appraisal report. The review shall include a thorough check of all mathematical calculations, a review of the completeness of the appraisal, and a review of the reasonableness of the appraiser's conclusions.

5-4.033 Review Appraiser's Certification - The Review Appraiser's written report will certify that the appraisal report conforms to the Uniform Standards of Appraisal Practice and that the value estimate is either reasonable or unreasonable. The Review Appraiser shall document in writing that he or she has reviewed each appraisal report prepared on behalf of ~~OOCEA~~CFX.

5-4.04 Acquisition

5-4.041 Negotiation – In accordance with 73.015, *Florida Statutes*, each property owner should be given full information as to the acquisition, the necessity of the proposed improvement and the potential impact of the improvement on the subject parcel. ~~OOCEA~~CFX may seek donation of rights of way where appropriate or may negotiate property exchanges or non-monetary consideration for acquisition of property interests.

Property acquisition negotiations are conducted under the supervision of the General Counsel's office. Staff or consultant negotiators may be assigned to specific parcels, depending on the

perceived difficulty of the negotiations, number of parcels involved in the assignment, and other factors as appropriate.

If during the course of negotiations, certain factors or conditions concerning the property were not known or not evident at the time of valuation, proper consideration and weight should be given to these matters, and they should be brought to the attention of the Right of Way Committee, which may request a reappraisal of the property or may authorize an administrative settlement or agreement based on the facts submitted by the negotiator.

5-4.042 Settlement Justification – The negotiator may present counteroffers to the Right of Way Committee and shall present proposed negotiated purchase or settlement agreements for consideration by the Right of Way Committee for recommendation to the ~~OOCEA~~CFX Board and then to the ~~OOCEA~~CFX Board for final approval.

Settlement memoranda shall be prepared for all recommended acquisition settlements. The memoranda will document the basis for settlements and specifically point out the facts and circumstances justifying the settlement.

5-4.043 Documentation of Negotiations - The negotiator shall maintain accurate, written records of all negotiations, including:

1. Persons contacted.
2. Potential settlement terms discussed with landowners before and after any first written offer.
3. Written offers and counteroffers.
4. Results of the discussions.
5. Any other data pertinent to the negotiation and settlement of the parcel.
6. Copies of written contact records shall be maintained in the negotiators working file, in chronological order, so that the negotiation process can be readily reviewed throughout the acquisition program.

5-4.044 Settlements and Closings - Upon reaching a negotiated settlement with the property owner in the form of a signed agreement, the negotiator will:

1. Provide a statement of justification for the settlement and a recommendation to accept or reject the agreement to the Right of Way Committee and ~~OOCEA~~CFX Board.
2. Upon final approval of the settlement agreement, submit the agreement to the Executive Director for execution reflecting final approval by ~~OOCEA~~CFX.

Closing services shall be performed by the Right of Way Legal Counsel who shall be responsible for recording of the executed deed and other documents. The Right of Way Legal Counsel shall provide copies of the closing statement, deed, title insurance policy and other pertinent closing documents to the ~~OOCEA~~CFX's designated custodian of records.

5-4.05 Eminent Domain Proceedings

Before initiating a condemnation action as to any property interest, Right of Way Legal Counsel shall consult with the General Counsel's office and Right of Way Committee and shall act in accordance with Chapter 73 and 74, *Florida Statutes*.

The Right of Way Committee shall have the authority to approve initial offers of compensation in any amount deemed to be in the best interest of the ~~OOCEA~~CFX and shall have the authority to approve any terms deemed necessary to obtain a Stipulated Order of Taking of the property to be acquired.

Right of Way Legal Counsel, with oversight from General Counsel's office, is responsible for negotiating settlement agreements achieved after the filing of eminent domain proceedings, and will be responsible for securing approvals of such settlements, through the Right of Way Committee and ~~OOCEA~~CFX Board. If a settlement agreement cannot be reached, the Right of Way Legal Counsel will be responsible for obtaining a final verdict as to compensation to be paid for the property interests to be acquired.

5-4.06 Property Management

5-4.061 Inventory and Inspection - ~~OOCEA~~CFX staff or consultants will inspect the property and coordinate post-acquisition maintenance and/or disposition of buildings and personal property acquired and shall maintain records documenting same.

5-4.062 Interim Use/Extended Possession - In certain instances, ~~OOCEA~~CFX may acquire a property in advance of the construction schedule and may authorize an interim use of the property. All interim uses shall be approved by the Right of Way Committee.

5-4.063 Repairs and Maintenance - As required, the ~~OOCEA~~CFX may authorize contractors to clear properties, mow and clean, affect building repairs, board and secure vacant structures, and undertake other ongoing maintenance activities as may be dictated. Properties will be maintained in a safe and secure manner.

5-4.064 Sale of Improvements - Sale of improvements for removal or salvage may be authorized when it is in the best interest of ~~OOCEA~~CFX to affect such a sale, and when project schedules permit such actions. Sale of improvements will be conducted in compliance with Florida law and appropriate bond documents related to the expressway project.

5-4.07 Acquisition and Disposition Records and File Maintenance

5-4.071 Records to be Maintained - In accordance with Chapter 119, Florida Statutes, and existing ~~OOCEA~~CFX policy, files documenting property acquisition and disposition shall be established and maintained at ~~OOCEA~~CFX headquarters. Individual files for each parcel should be established by assigned parcel number. Original documents pertaining to property acquisition and disposition are to be included in the parcel file when available.

The available documents and records to be maintained by ~~OOCEA~~CFX for each parcel are identified on checklists, Forms 1-3: 1) Real Estate Acquisition Closing Binder Checklist for Non-Litigation Parcels: 2) Real Estate Acquisition Closing Binder Checklist for Litigation Parcels; and, 3) Real Estate Sale Closing Binder Checklist for Surplus Parcels. The documents and records identified on the Checklists are not intended to be exhaustive but represent the most common documents involved in ~~OOCEA~~CFX's property acquisition and disposition activities. On a parcel by parcel basis, Right of Way Legal Counsel shall include other documents used and available that may be particular to the parcel acquisition and disposition activity. The Checklists should be revised by ~~OOCEA~~CFX staff on a regular basis to maintain complete parcel records and are not intended to be included as part of this Manual.

5-4.072 Identification of Parcels - At the beginning of a new project requiring the acquisition of right of way, the Acquisition Coordinator shall develop a master list of parcels to be acquired, identified by parcel number, and shall provide the list to the ~~OOCEA~~CFX Records Custodian. From time to time during the project, the list shall be revised to reflect changes in the parcels that are to be acquired. ~~OOCEA~~CFX records shall be documented by memo if parcels are identified as no longer necessary for acquisition for the project.

5-4.073 Delivery of Acquisition and Disposition Records – Right of Way Legal Counsel shall deliver the complete parcel file to the ~~OOCEA~~CFX Records Custodian no later than six (6) months from the date of final parcel activity. This deadline may be extended as necessary by General Counsel's office upon written request.

Part 5: ADVANCE ACQUISITION

It is expressly found and declared by ~~OOCEA~~CFX that, in certain circumstances, it is necessary and appropriate for ~~OOCEA~~CFX to obtain or acquire rights of way or other property interests prior to the time that funding for an ~~OOCEA~~CFX authorized project is finalized ("Advance Acquisition"). The purpose of this section is to set forth the policies and procedures whereby ~~OOCEA~~CFX may authorize and implement such advance acquisition of rights of way or other property interests.

5-5.01 Planning for Advance Acquisition

5-5.011 Planning Program - In conjunction with its annual and long-range transportation planning and budgeting programs, ~~OOCEA~~CFX may consider opportunities to acquire or reserve rights of way or property rights in advance of the date when the total funding for a particular project will be available.

5-5.012 Funding Analysis - As a part of its review of opportunities for advance acquisition of rights of way and property interests, staff shall prepare an analysis of potential funding sources,

both public and private, to defray all costs of such advance acquisition pending total funding for the applicable project.

5-5.02 Determination of Need for Advance Acquisition

5-5.021 Review by Right of Way Committee - As far in advance of any particular project as is practical, the Right of Way Committee may review all available information relating to the project, to determine whether Advance Acquisition is appropriate with respect to the project or any portion thereof. In making such determination, the Right of Way Committee shall consider, without limitation, the following factors:

1. The likelihood that property values in the proposed project route will substantially appreciate prior to the anticipated date for construction and that savings will result from a program for Advance Acquisition.

2. Savings and planning efficiencies which would result from Advance Acquisition in conjunction with other ~~OOCEA~~CFX projects and/or coordination with planning or improvement projects by other governmental agencies.

3. The potential for future development within the proposed project corridor or area which would conflict with or impede the proposed project.

4. Environmental considerations which may support advance acquisition of right of way.

5. The availability of additional and alternative funding sources for advance right of way acquisition, including, without limitation, the commitments of financial support and/or right of way donations by other governmental bodies or private entities.

6. The necessity to acquire additional property and/or right of way to preserve availability of previously acquired or donated rights and/or rights of way.

7. Other financial savings and logistical benefits achieved by advance acquisition of right of way.

8. The impact, if any, of acquiring rights of way not in accordance with guidelines from the Federal Highway Administration or other applicable federal agency and the necessity, if applicable, of obtaining a waiver to any such guidelines.

9. Express authorizations by law or agreement for acquisition of property interests in advance of ~~OOCEA~~CFX funding of a related expressway project.

5-5.022 Projected Budget - To assist the Right of Way Committee in its determination as to whether advance acquisition of Right of Way is appropriate for any project, staff or consultant personnel shall prepare a projected time schedule for the Advance Acquisition program. The time schedule shall include a proposed estimate of costs of such Advance Acquisition and the revenues and funds which are or will be available for such acquisition prior to full funding of any particular project.

5-5.023 Recommendation by Right of Way Committee - The Right of Way Committee shall recommend to ~~OOCEA~~CFX whether a particular project is appropriate for Advance Acquisition. Based upon such recommendation, ~~OOCEA~~CFX may authorize the Advance Acquisition program for a particular project.

5-5.024 Advance Right of Way Pre-Acquisition - Upon approval by ~~OOCEA~~CFX, staff or consultant personnel shall commence any additional pre-acquisition activities required by Part 4 of this Manual.

5-5.025 Negotiation for Advance Acquisition - Where applicable, a proposed purchase agreement shall contain provisions that (i) funding has not been completed for the subject project and that the contract is subject to funding by an ~~OOCEA~~CFX bond issue or other applicable sources, (ii) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise expressly provided, and (iii) ~~OOCEA~~CFX shall be released from any other claims by the landowner relating to the property acquisition and/or the applicable project, including, without limitation, claims for loss of access, air, light or view or other severance, business and consequential damages.

5-5.026 Advance Acquisition by Eminent Domain - To the extent that ~~OOCEA~~CFX has actual funds available and budgeted, and upon authorization by ~~OOCEA~~CFX to proceed with condemnation, the Right of Way Legal Counsel, at the direction of the General Counsel's office, may institute eminent domain proceedings for potentially necessary rights of way for any project prior to the date when the total proceeds for a particular project are available.

5-5.027 Retention of Consultants by Right of Way Legal Counsel – It is acknowledged that it may be necessary for Right of Way Legal Counsel to employ consultants for the acquisition process and the attendant eminent domain proceedings. Right of Way Counsel, with the supervision of General Counsel's office, shall be authorized to employ such consultants as may be required to assist in the acquisition process and eminent domain proceedings, if applicable, subject to the requirements of 5-3.02. Such consultants may include, but are not limited to, appraisers, engineers, land planners, market consultants or others who may be required to testify as expert witnesses in required judicial proceedings.

Part 6: POLICY REGARDING THE DISPOSITION OF EXCESS LANDS

5-6.01 Purpose and Authority.

The purpose of this policy is to establish a procedure for disposition of excess real property unnecessary or unsuitable for the ~~OOCEA~~CFX's use. ~~OOCEA~~CFX is authorized by Florida Statutes, Section 348.754, to implement all necessary procedures incident to the creation and maintenance of the expressway system.

Notwithstanding anything provided herein, the disposition or conveyance of any property acquired after May 11, 2006, by ~~OOCEA~~CFX through eminent domain shall be made in accordance with the provisions of Section 73.013, Florida Statutes.

5-6.02 Definitions.

a. **Excess Property**. Real property, of any monetary value, located outside of the current operating Right of Way limits of ~~OOCEA~~CFX not currently needed to support existing expressway facilities as determined by staff. Excess Property may include excess property with economic value created when design or construction requirements change after acquisition. Excess Property may or may not be needed for future expressway purposes.

b. **Expressway Facility/Expressway Facilities**. Any and all lands, fixtures, improvements, roadways and toll plazas which may be constructed, operated or maintained in whole or in part with ~~OOCEA~~CFX funds.

c. **Inequitable Sale**. A sale of Surplus Property which would unfairly or unjustly affect an adjacent property owner's ultimate or present use of the owner's property to the extent that the property owner is or will be hindered or prevented from full use of such property.

d. **~~OOCEA~~CFX's Standard Written Contract**. An agreement for sale and purchase of Surplus Property made between a potential purchaser and ~~OOCEA~~CFX being materially in ~~OOCEA~~CFX's standard form and content which contains the terms of the sale.

e. **Surplus Property**. Excess Property declared by ~~OOCEA~~CFX's Board to no longer be essential to, or have any present or future use or purpose for ~~OOCEA~~CFX and the Expressway Facility.

5-6.03 Determination of Excess Property.

The ~~OOCEA~~CFX Board may from time to time, direct the Executive Director or the Right of Way Committee to review property holdings of ~~OOCEA~~CFX to determine if Excess Property exists. The Board shall determine whether Excess Property is essential for present or future construction, operation or maintenance of an Expressway Facility or essential for ~~OOCEA~~CFX purposes. A determination that Excess Property is non-essential shall be made by a resolution of the Board. If a parcel of property is determined to be non-essential, it will be designated as Surplus Property. If the Surplus Property is subject to a Lease Purchase Agreement with the Florida Department of Transportation (the "FDOT") then ~~OOCEA~~CFX shall file with the FDOT a certificate signed by the Chairman of the Board stating that (1) ~~OOCEA~~CFX is not in default of any covenants or provisions of the Master Resolutions with the Junior and Senior Bond Holders, and (2) in the opinion of the General Consulting Engineers, ~~OOCEA~~CFX is in compliance with the applicable Sections of the Master Resolutions with the Junior and Senior Bond Holders.

5-6.04 Procedure for Disposition.

After the Board has determined a parcel of property is Surplus Property, ~~OOCEA~~CFX may, but is not required to, dispose of the Surplus Property in the following manners. In determining whether to dispose of Surplus Property, the Board may consider, but is not limited to considering, the current market conditions and whether the cost to dispose of the Surplus Property outweighs the price which may be obtained from the sale of the Surplus Property. ~~OOCEA~~CFX may sell less than a fee simple interest in Surplus Property. Surplus Property may be sold to, or exchanged with, private entities and persons. When deemed by the ~~OOCEA~~CFX Board to be in the public interest, ~~OOCEA~~CFX may also sell, give or exchange Surplus Property to or with another ~~public or quasi-public entity or a charitable or other non-profit organization~~ governmental entity.

a. Surplus Property Valued Under $25,000. Where Surplus Property has an estimated value of less than $25,000, as set forth in a written good-faith estimate by ~~OOCEA~~CFX's appraisal consultant or other qualified agent selected by the Right of Way Committee, the Board shall choose one of the following procedures for the disposition of such Surplus Property:

(1) Public sale as provided in 5-6.06 below; or

(2) Negotiated sale as provided in 5-6.07 below.

b. Surplus Property Valued Over $25,000. Where Surplus Property has an estimated value greater than $25,000, it shall be disposed of by public sale as provided in 5-6.06 below.

c. Inequitable Sales. Where the sale of Surplus Property would be an Inequitable Sale, regardless of the value of the property, the Surplus Property may be sold to an adjacent affected property owner by a negotiated sale. If more than one adjacent property owner desires to purchase the property, it shall be sold by a public sale. Without limiting anything else contained in this policy, if no adjacent property owner desires to purchase the property, then the Authority may elect to dispose of such land by public sale, negotiated sale, exchange, donation or any other manner contemplated in this policy. Nothing in this paragraph is intended to eliminate the requirements of subparagraphs 5-6.04 (a) or (b) above.

d. Surplus Property Sold to a ~~Public/Non-Profit~~ Governmental Entity. If Surplus Property is to be sold to another ~~public or quasi-public entity, or a charitable or other non-profit organization~~ governmental entity, it may be disposed of by a negotiated sale.

e. Surplus Property Given to a Public/Non-Profit Entity. If Surplus Property is to be given to a ~~public or quasi-public entity, or a charitable or other non-profit organization,~~ governmental entity the Board shall determine if the gift of the Surplus Property is appropriate under all of the circumstances.

Notwithstanding a. through f. above, upon recommendation of the Right of Way Committee and Executive Director, and where deemed in the best interest of ~~OOCEA~~CFX and the public, the Board may waive the procedures for disposition of Surplus Property in a particular circumstance. Such waiver shall be by Board resolution. Without limiting anything contained herein, to maximize revenues to ~~OOCEA~~CFX, ~~OOCEA~~CFX may market its surplus property, including through marketing and/or listing with a licensed real estate broker or brokers approved by the Board.

5-6.05 Appraisals.

Except as provided herein, prior to closing on the sale or exchange of Surplus Property, ~~OOCEA~~CFX shall obtain an appraisal. If deemed appropriate by ~~OOCEA~~CFX, in light of all the circumstances, the appraisal may be in the form of a summary or letter appraisal confirming the proposed transaction price is a reasonable market price. Appraisal costs shall be payable by the purchaser of any Surplus Property.

If the sale of Surplus Property is initiated by ~~OOCEA~~CFX, an appraisal shall be obtained by ~~OOCEA~~CFX prior to closing on a sale or exchange of any Surplus Property and the purchaser shall pay for the appraisal cost at closing. If a prospective purchaser solicits ~~OOCEA~~CFX regarding the purchase of Surplus Property, the prospective purchaser shall be responsible for obtaining and paying for an appraisal prepared by an appraiser selected and approved by ~~OOCEA~~CFX. Where deemed appropriate by General Counsel's office and the Right of Way Committee, ~~OOCEA~~CFX may accept an appraisal prepared for a landowner by an ~~OOCEA~~CFX approved appraiser meeting the standards set forth in Section 5-4.03 of this Manual. Appraisal costs shall be payable by the purchaser of the Surplus Property. If a prospective purchaser solicits ~~OOCEA~~CFX regarding the purchase of Surplus Property and provides an approved appraisal but is subsequently not the highest bidder or proposer at a public sale, the successful bidder shall reimburse the cost of the approved appraisal which shall be paid to the original prospective purchaser as a condition to the purchase of the Surplus Property.

If Surplus Property valued at $25,000 or less is sold by a negotiated sale, a formal appraisal does not need to be obtained provided that ~~OOCEA~~CFX shall obtain a written good-faith estimate by ~~OOCEA~~CFX's appraisal consultant that the property value does not exceed $25,000. However, the ~~OOCEA~~CFX Board, General Counsel's office, or Right of Way Legal Counsel may require an appraisal for Surplus Property valued at less than $25,000 if it is determined a formal appraisal is appropriate under the circumstances. An appraisal shall not be dated more than ninety (90) days prior to the date of the sale.

5-6.06 Public Sales.

In order to sell Surplus Property by public sale, ~~OOCEA~~CFX shall utilize either the bid or proposal procedures set forth below:

Bid Procedure:

a. ~~OOCEA~~CFX shall advertise the sale, including at a minimum an advertisement in a newspaper of general circulation in the area where the

property is located, and shall post the advertisement on ~~OOCEA~~CFX's internet web site. The advertisement shall state the date, time and place of the proposed auction, bid due date, bid opening or other method of buyer and price selection. The advertisement shall briefly describe the property, the minimum bid amount, and the location of where to obtain additional information. The advertisement shall run in the newspaper at least one (1) day, which must occur at least fourteen (14) calendar days prior to the date of the public sale. At the election of ~~OOCEA~~CFX, more notice may be afforded, but not less. ~~OOCEA~~CFX shall reserve the right to reject any or all bids, to request and consider additional information from any bidder and to waive minor irregularities and technical defects in any bid.

b. The public sale shall be held at ~~OOCEA~~CFX offices or such other place designated by ~~OOCEA~~CFX.

c. The public sale shall be in sealed bid, auction format, or such other method determined by ~~OOCEA~~CFX and shall be conducted by a designated representative of ~~OOCEA~~CFX.

d. ~~OOCEA~~CFX may at its option establish a minimum bid amount of not less than the appraised value of the property; however, the Right of Way Committee may determine, subsequent to a public sale where the minimum bid is not obtained, that a lower bid will be accepted.

e. Upon ~~OOCEA~~CFX's notice of the successful bid, the successful bidder shall be required to place a deposit in the amount of ten percent (10%) of the purchase price (the "Deposit") in an escrow account designated by ~~OOCEA~~CFX within five (5) business days after such notice. The Deposit shall be refundable pursuant to the terms of the ~~OOCEA~~CFX's standard written contract only in the event ~~OOCEA~~CFX does not proceed to execute and/or close on a contract for sale of the subject property or, if after executing the contract, the purchaser determines within the inspection period not to proceed with the purchase of the property. Full payment of the purchase price shall be made to ~~OOCEA~~CFX at closing in either a cashier's check, money order, or other non-cancelable instrument.

Proposal Procedure:

f. The ~~OOCEA~~CFX may solicit proposals (Request for Proposals) for purchase of ~~OOCEA~~CFX property. ~~OOCEA~~CFX shall advertise the Request for Proposals, including at a minimum an advertisement in a newspaper of general circulation in the area where the property is located and shall post the advertisement on ~~OOCEA~~CFX's internet web site. The advertisement shall briefly describe the property and where to obtain additional information. The advertisement shall run in the newspaper at least one (1) day, which must occur at least fourteen (14) calendar days

prior to the date the proposals are due. At the election of ~~OOCEA~~CFX, more notice may be afforded, but not less.

g. The Request for Proposals shall constitute an invitation to submit offers to purchase and does not constitute an offer by ~~OOCEA~~CFX to sell any property. All sales are subject to execution and ~~OOCEA~~CFX Board approval of a written contract materially in ~~OOCEA~~CFX's standard form. ~~OOCEA~~CFX shall reserve the right to negotiate modifications to any offer that it deems acceptable, to reject any or all offers, to request and consider additional information from any submitter, and to waive minor irregularities and technical defects in any proposal. ~~OOCEA~~CFX shall reserve the right to seek new proposals or offers when it determines that it is in its best interest to do so. ~~OOCEA~~CFX also reserves the right not to pursue sales of any specific properties identified in the Request for Proposals.

h. The proposals shall be opened on a date specified in the Request for Proposals at the ~~OOCEA~~CFX offices, or such other place designated by ~~OOCEA~~CFX, by a designated representative of ~~OOCEA~~CFX. ~~OOCEA~~CFX shall respond to all proposals by a date specified in the Request for Proposals. Upon ~~OOCEA~~CFX's notice of acceptance of an offer, the potential buyer shall be required to place a deposit in the amount of ten percent (10%) of the purchase price (the "Deposit") in an escrow account designated by ~~OOCEA~~CFX within five (5) business days after such notice. The Deposit shall be refundable pursuant to the terms of the ~~OOCEA~~CFX's standard written contract only in the event ~~OOCEA~~CFX does not proceed to execute and/or close on a contract for sale of the subject property or, if after executing the contract, the purchaser determines within the inspection period not to proceed with the purchase of the property. Full payment of the purchase price shall be made to ~~OOCEA~~CFX at closing in either a cashier's check, money order, or other non-cancelable instrument.

i. As a condition precedent to ~~OOCEA~~CFX's obligation to sell any property listed in a Request for Proposal, all proposals to purchase such property will be subject to an appraisal to confirm that the offer is a reasonable market offer. The appraisal shall be paid for by the buyer of the property.

j. Any successful proposer shall enter into the ~~OOCEA~~CFX's standard written contract. Should a successful proposer fail to enter into the ~~OOCEA~~CFX's standard written contract within the time specified in the Request for Proposal, or the ~~OOCEA~~CFX's standard written contract, then the proposer shall be deemed to have abandoned the proposal and the Authority may, but shall not be obligated to, pursue a transaction with any other potential proposers.

All potential bidders and proposers are placed on notice that ~~OOCEA~~CFX is a public agency and is subject to Chapter 119, *Florida Statutes,* regarding the disclosure of public records. Pursuant to Section 119.071(1)(b), *Florida Statutes*, sealed bids or proposals received by ~~OOCEA~~CFX are exempt from public disclosure until such time as the ~~OOCEA~~CFX provides notice of an intended decision or until thirty (30) days after the bids or proposals are opened, whichever is earlier, at which time all bids or proposals received by ~~OOCEA~~CFX shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Any language in a bid or proposal attempting to keep all or part of such bid or proposal confidential is of no force and effect and will be disregarded as contrary to Florida law.

5-6.07 Negotiated Sales.

A negotiated sale is a transaction between ~~OOCEA~~CFX and a prospective purchaser which occurs as a result of negotiations between ~~OOCEA~~CFX and the purchaser, and the sales price is decided through negotiation. In such circumstances, the parties will enter into an ~~OOCEA~~CFX's standard written contract. Upon execution of ~~OOCEA~~CFX's standard written contract, a prospective purchaser shall provide a deposit equal to ten percent (10%) of the sales price. The deposit shall be paid in a cashier's check, money order, or other non-cancelable instrument.

5-6.08 Exchanges of Property.

~~OOCEA~~CFX may exchange Surplus Property for other real property. If a prospective purchaser of Surplus Property wishes to exchange a parcel of real property which has value to ~~OOCEA~~CFX (the "Exchange Property"), ~~OOCEA~~CFX may take title to the Exchange Property in exchange for the Surplus Property, provided the Board determines that acceptance of such Exchange Property is in the best interest of ~~OOCEA~~CFX and the public. Factors considered in such determination may include, without limitation, whether the Exchange Property is: (i) located in Orange County, Florida; (ii) contiguous to a current Expressway Facility; (iii) contiguous to a planned Expressway Facility; or (iv) located in an area which would serve an important function for ~~OOCEA~~CFX or ~~OOCEA~~CFX related project even if not contiguous to a current or planned Expressway Facility.

If the Board determines Surplus Property may be exchanged for Exchange Property, the exchange may be an equal exchange or, if the Exchange Property is worth less than the Surplus Property, the prospective purchaser shall pay the difference between the appraised value of the Exchange Property and the appraised value of the Surplus Property. However, if the Surplus Property is to be exchanged with a public entity or for a public purpose, the Board may agree to waive payment of the differential if deemed appropriate under all of the circumstances. In instances where the Exchange Property is appraised and/or is priced at a higher value than the Surplus Property, ~~OOCEA~~CFX shall follow its normal acquisition procedures to obtain such Exchange Property and the Surplus Property may be conveyed as partial consideration for the Exchange Property under such additional terms and conditions as deemed appropriate by ~~OOCEA~~CFX in light of all circumstances.

Notwithstanding anything contained herein, ~~OOCEA~~CFX may exchange property in connection with the settlement of eminent domain matters upon terms and conditions deemed acceptable to the Right of Way Committee and Board without complying with this exchange policy.

5-6.09 Closing.

Closing for the sale of all Surplus Property shall occur at either ~~OOCEA~~CFX offices, at the office of Right of Way Legal Counsel, or at such other agreed upon location. Closing shall occur as provided in ~~OOCEA~~CFX's standard written contract. All funds from the sale of Surplus Property shall be deposited into the System General Revenue Fund account.

Title to the Surplus Property shall be conveyed by a special warranty deed, "as-is" and "where-is", without abutters' right to the Expressway Facilities, subject to all matters of record and any matters set forth in the purchase and sale contract executed between ~~OOCEA~~CFX and the purchaser. ~~OOCEA~~CFX will execute an owner's affidavit for title insurance purposes if requested by the purchaser. If any structures are located on the Surplus Property, the purchaser shall receive a radon gas disclosure form which shall be executed by the purchaser.

If the purchaser fails to purchase the property as provided in the ~~OOCEA~~CFX's standard written contract, the purchaser shall forfeit the Deposit and ~~OOCEA~~CFX may proceed to sell the Surplus Property to other parties.

Unless otherwise specifically agreed by ~~OOCEA~~CFX, no deed conveying surplus property shall be deemed to waive or release any limited-access line and the deed shall expressly state that ~~OOCEA~~CFX it is not conveying or restoring any other abutter's rights including, without limitation, any claims for air, light and view between the Surplus Property conveyed, any abutting property and ~~OOCEA~~CFX's property.

5-6.10 Sale to Adjacent Owner where Sale is Inequitable.

If Surplus Property is sold to an adjacent owner to avoid the occurrence of an otherwise Inequitable Sale, the adjacent property owner must provide ~~OOCEA~~CFX evidence of title to the adjacent property. Further, the adjacent property owner shall certify at closing that he holds title to the adjacent property.

5-6.11 Costs of Sale.

At the sale of any property hereunder, the purchaser shall pay all costs associated with the closing, including, but not limited to the following:

a. Appraisal and review appraisal costs;

b. Recording the deed and any closing documents;

c. Title insurance (if provided under the ~~OOCEA~~CFX Sale Agreement);

d. Prorated ad valorem taxes, if any;

e. All survey and due diligence costs;

f. Preparation of a legal description;

g. Advertising for the public sale;

h. All costs relating to buyers financing, if any;

i. All costs of broker, attorneys or other consultants or contractors retained by the buyer; and,

j. All other costs specified under the ~~OOCEA~~CFX's standard written contract.

~~OOCEA~~CFX shall prepare and bear the cost for all closing documents.

Part 7: POLICY REGARDING THE RELEASE OF LIMITED-ACCESS LINES

5-7.01 Purpose and Authority.

The purpose of this policy is to establish a procedure for the release or partial release of limited-access line rights held by ~~OOCEA~~CFX upon request by the owners of lands affected by such limited-access lines or other third-party applicants, and the determination that such release shall not materially affect or interfere with the use, operation, maintenance or future expansion of the expressway system.

5-7.02 Determination of Impact of Release.

If an affected landowner or other third party desires the release or partial release of any limited-access line rights held by ~~OOCEA~~CFX, the requesting party shall submit such request in writing to the Executive Director or his designee. The requesting party shall also provide such surveys, plans, title reports or other information as may be reasonably requested by ~~OOCEA~~CFX to determine the nature and purpose of the proposed release. Upon receipt of any such request, ~~OOCEA~~CFX may review the request and the applicable limited-access line, or portion thereof, to determine whether the release would (i) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the expressway system, (ii) otherwise impair traffic operations or public safety, or (iii) be prohibited by or conflict with any other laws, regulations, requirements, covenants or agreements binding upon ~~OOCEA~~CFX. If it is determined that the release would not result in any of the foregoing negative effects, ~~OOCEA~~CFX may, in its discretion, release the limited- access line or portion thereof in accordance with the policies and procedures set forth below.

5-7.03 Valuation Process.

If ~~OOCEA~~CFX notifies an applicant of its willingness to release or partially release its rights in any limited-access line, except as otherwise provided herein, ~~OOCEA~~CFX shall obtain an appraisal report to determine the current fair market value of the release requested. If deemed appropriate by ~~OOCEA~~CFX in light of all the circumstances, the appraisal may be in the form of

a summary or letter appraisal confirming that the release price is a reasonable market price. Where deemed appropriate by Right of Way Legal Counsel and the Right of Way Committee, ~~OOCEA~~CFX may accept an appraisal prepared for a landowner by an ~~OOCEA~~CFX-approved appraiser meeting the standards set forth in the Section 5-4.03 of this Manual. Appraisal costs shall be payable by the purchaser of any release of any portion of a limited-access line.

In determining the proper consideration to be paid for the release or partial release of any limited-access line, ~~OOCEA~~CFX may consider not only the appraisal but also the price paid, or obligations incurred, by ~~OOCEA~~CFX in originally obtaining the limited-access line rights as well as such other facts and circumstances as deemed relevant by ~~OOCEA~~CFX.

5-7.04 Negotiated Release.

~~OOCEA~~CFX may negotiate with the applicant for release or partial release of the subject limited-access line. The mutually agreed terms and conditions, including the consideration, if any, to be paid to ~~OOCEA~~CFX for the release or partial release of the subject limited-access line, shall be embodied in a written agreement subject to approval by the ~~OOCEA~~CFX Board. Without limiting anything herein, ~~OOCEA~~CFX may release or partially release a limited-access line in exchange for other property, agreements or consideration by the applicant or other parties other than the payment of money. ~~OOCEA~~CFX may also release limited-access lines in connection with the settlement of litigation.

5-7.05 Release of Claims.

Any release or partial release of a limited-access line shall be made without warranty or representation by ~~OOCEA~~CFX and shall be accepted "as is" by the applicant. In further consideration of ~~OOCEA~~CFX's agreement to release or partially release any limited-access line, the applicant and any other affected landowner shall agree in writing to release and discharge ~~OOCEA~~CFX from all past, present and future claims or actions arising out of, or in any way connected with, the location or relocation of the limited-access line, including any claim for loss of access to any party's remaining property, business damages, severance damages or any other damages. The release or partial release of any limited-access line shall expressly state that it is not conveying or restoring any other abutter's rights including, without limitation, any claims for air, light and view between any abutting property and ~~OOCEA~~CFX's property.

5-7.06 Closing and Recording of Release.

The closing of the release of limited-access line shall occur in accordance with the terms and conditions of the agreement between ~~OOCEA~~CFX and the applicant party. The applicant requesting such release shall pay all costs of the appraisal, title reports and surveys required, and all taxes, recording costs and fees of any nature relating to the release or the recording of the notice of release as provided herein. ~~OOCEA~~CFX shall prepare the notice of release to be recorded in the public records. Upon satisfaction of the terms and conditions of the agreement, including ~~OOCEA~~CFX's receipt of full payment of the release price and related costs, if any, by cashier's check or wire transfer of immediately available funds, ~~OOCEA~~CFX's Right of Way Legal Counsel shall arrange to record the notice of release in the public records evidencing the release or partial release of the limited-access line. The notice may contain such other terms and

conditions of the agreement as ~~OOCEA~~CFX shall deem necessary or appropriate, including, without limitation, the release of claims and limitations of abutter's right as may be deemed necessary.

TAB 7

CFX Board Members' Availability to
Attend Board Meetings on third Thursday of the month

Commissioner Boyd	AVAILABLE all day
Commissioner Cadwell	AVAILABLE all day; preference is a.m.
Commissioner Carey	AVAILABLE all day; preference is a.m.
Mayor Dyer	AVAILABLE all day. May be out of town on Nov. 20
Commissioner Hawkins	AVAILABLE until 2:00 p.m.
Mayor Jacobs	AVAILABLE all day; preference is p.m.
Walter Ketcham	NOT AVAILABLE FOR OCT., NOV. AND DEC. 2014. May be available in 2015 depending on trial schedule.
Diane Scaccetti (non-voting advisor)	NOT AVAILABLE – Conflict with FDOT Executive Board Meetings on the third Thursday of each month.

Note: If the meetings are moved to the third Thursday of the month, the OrangeTV folks are concerned that they won't have the staff available to cover our meetings. They are already committed to two other events at that date/time.

Even if they are able to overcome the staffing issues, the OrangeTV feed is still committed to other events. They would not be able to broadcast our meetings live. In this case, they could still record the meeting and play it back at a later time. They could also provide us a live streaming feed for our website, but that would likely incur an additional cost to the Expressway Authority for a third-party streaming provider.

TAB 8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

DATE: August 25, 2014

TO: Central Florida Expressway Authority Board Members

FROM: Laura Kelley, Deputy Executive Director, Finance and Administration

COPIES: Joseph Berenis, P.E., Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Joseph A. Passiatore, General Counsel

SUBJECT: Policy Relating to the Position of Executive Director

The attached Resolution of the Central Florida Expressway Authority updates the required education and experience sections of the policy relating to the position of Executive Director, in accordance with Board direction provided at the August 14, 2014 Board Workshop. The policy has also been updated for the agency name change. Board approval is requested.

Central Florida Expressway Authority
Position of Executive Director Policy

Policy EXEC - 4

Department: Executive

MINIMUM EDUCATION, CERTIFICATION AND EXPERIENCE REQUIREMENTS

Education: Graduation from an accredited college or university with a Bachelor's Degree is required. A Master's degree is preferable.

Experience: 8 years of comprehensive executive management and finance experience. Experience in toll operations, fixed guideway facilities, budgets, business, contract management, finance, economic development and transportation operations desired.

REQUIRED SPECIAL STRENGTHS

- Proven executive level manager with a strength in finance (both capital and operations)
- Effective operations and project management with both direct employees and consultants
- An effective agent on behalf of the Authority with a variety of critical stakeholders including other governmental agencies, businesses, community leaders, customers and the media
- Politically astute and sensitive,
- A visionary who is creative, innovative and proactive
- A strong customer focus
- Impeccable professional and personal ethics with a commitment to full transparency
- Excellent verbal and written communications skills, including public speaking,
- A skillful negotiator

Required to provide and maintain proof of a valid Florida's driver's license and car Insurance.

The following are the definitions of the Key Task and Core Competency Categories.

Vision and Mission of the Board
Does the Executive Director (ED) work with the Board to develop a clear vision? Does the ED translate CFX missions into realistic goals and objectives? Does the ED work with both the Board and staff to develop a long-range plan? Does the ED understand what changes must take place for CFX to accomplish its mission and realize its goals?

Accomplishments of Management Objectives
Has the ED successfully cultivated a qualified senior staff and provided a model for effective behavior? Has the ED built morale among the staff? Has the ED ensured there are appropriate systems in place to facilitate day-to-day operations, including education and outreach, policy development, administration and operations, and resource development?

Fiscal Management
Is the ED knowledgeable regarding financial planning, budgeting, and management of the system's finances? Does the ED understand the overall financial picture? Have strategic and operational planning been linked to the budgeting process? Is there clear and accurate communication of all accounting and financial issues to the Board?

Operations Management
Does the ED have adequate knowledge to effectively operate CFX? Is there a sound risk management system in place? Are there appropriate polices for personnel and staffing? Is CFX in compliance with all legal and regulatory requirements?

Board/Staff Relationship
Is there an appropriate level of dialogue between the ED and both the Board and staff to ensure the Board maintains a good knowledge of the CFX? Has the ED ensured there is an effective and collegial working relationship between staff and Board members?

External Liaison and Public Image
Does the ED maintain a positive professional image in the community and act as an ambassador? Does the ED cultivate effective relationships with community and business leaders, customers, public officials, and relevant professional organizations? Is the ED an articulate and knowledgeable spokesperson for CFX? Is the ED knowledgeable about the public policy dimension of CFX?

Performance Measures
Has the ED worked effectively to enable CFX to satisfy the performance objectives of the Florida Transportation Commission as set forth on the attached matrix?

Florida Transportation Comm[illegible]sion Performance Objectives
Fiscal Year [illegible]XX Results

MEASURE	DETAIL	OBJECTIVE	CFX PERFORMANCE	MAXIMUM POINTS	POINTS ALLOCATED
1 Maintenance Condition Rating	Condition Rating of at Least 90	≥ 90		2.353	
2 Pavement Condition rating	% of Lane Miles Rated Excellent or Good	> 85%		2.353	
3 Bridge Condition Rating	% of Bridge Structures Rated Excellent or Good	> 95%		2.353	
4 Bridges with Weight Restrictions	% of Bridge Structures with Posted Weight Restrictions	0%		2.353	
5 Toll Collection Transactions	Number of Electronic Transactions as a % of Total Transactions	> 75% by 6/30/2012		2.353	
6 Revenue Variance	Actual Revenue Variance without Recovery of Fines	< 4%		2.353	
7 Safety	Fatalities per 100 million Vehicle Miles Traveled for previous CY	> 10% below 5 yr ave (.49)		2.353	
8 Customer Service	% of Customers Satisfied with Level of Service (bi-annual survey)	> 90%		2.353	
9 Consultant Contract Cost	% of Increase from Original Award to Final Cost	< 5%		2.353	
10 Construction Contract Time	% of Contracts Completed Within 20% of Original Contract Time	≥ 80%		2.353	
11 Construction Contract Cost	% of Contracts Completed Within 10% Above Original Amount	≥ 90%		2.353	
12 Cost to Collect a Toll Transaction	Cost to Collect excluding Indirect Costs, Patrol, Interest and Dep'n	≤ 16¢		2.353	
13 Annual OM&A Variance	Variance Between Forecast OM&A to Actual OM&A	< 110%		2.353	
14 M/WBE Participation	M/WBE Participation as a % of Total Commitments (Agency Target 15%)	(> 90% of Target) 13.5%		2.353	
15 Debt Service Coverage - Bonded/Commercial Debt	[(Revenues-Interest)-(Toll O&M Exp)]/All Scheduled Debt Service	> 1.5		2.353	
16 Debt Service Coverage - Comprehensive Debt	[(Revenues-Interest)-(Toll O&M Exp)]/All Debt	> 1.2		2.353	
17 Authority Debt Service Coverage Compliance	Compliance with Bond Covenants for Debt Service Coverage	Yes		2.353	
Total Points Allocated (Maximum 40 Total Points)				40	**0.00**

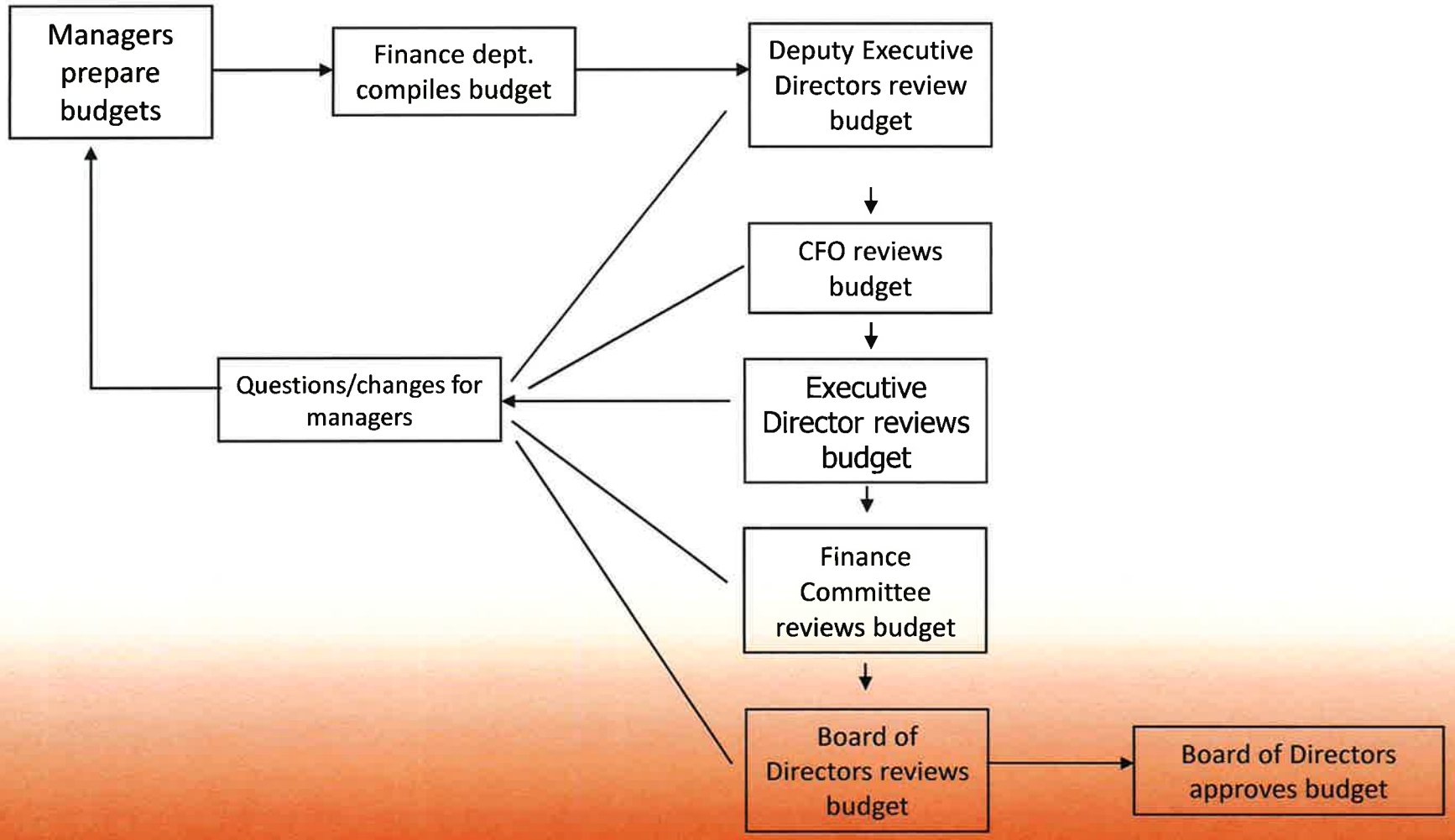
Percentage of Points Earned **0%**

Note: CFX Performance column reflects actual results for the Fiscal Year reported by the Florida Transportation Commission.

TAB 9


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
FISCAL YEAR 2015
OPERATIONS, MAINTENANCE
& ADMINISTRATION BUDGET
September 11, 2014

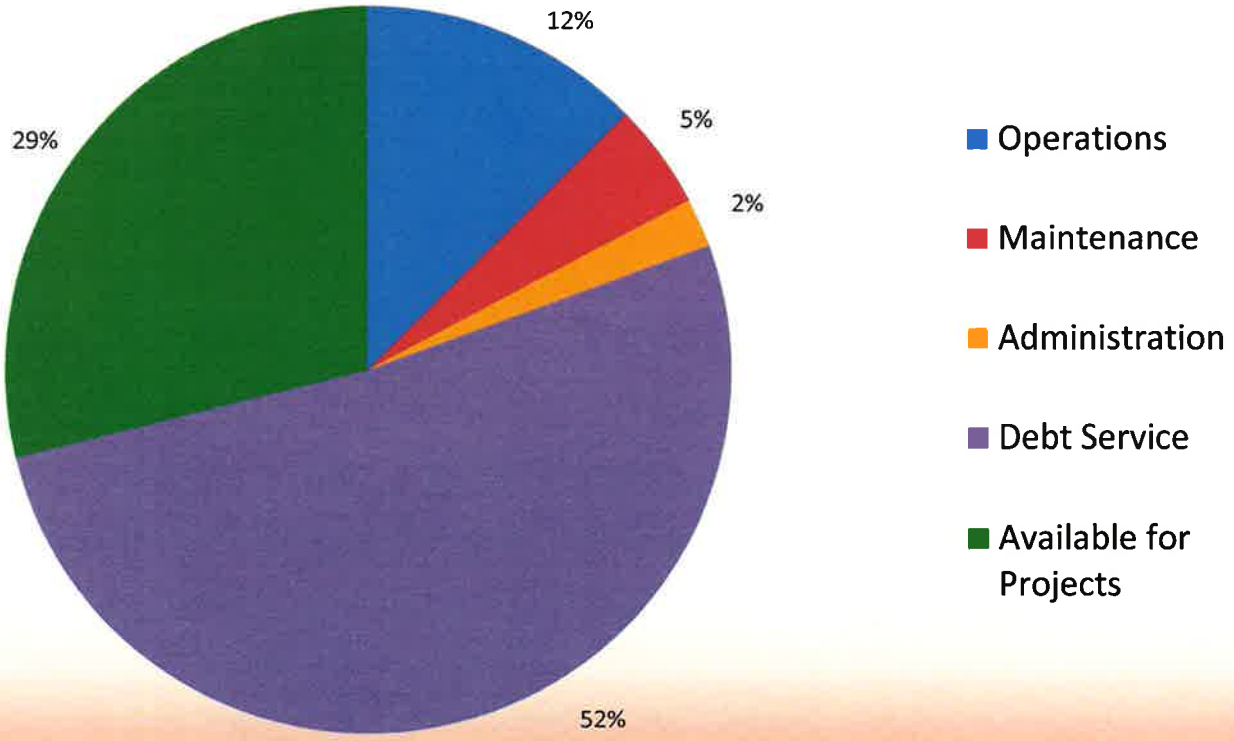
Budget Process



Proposed Budget

	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%

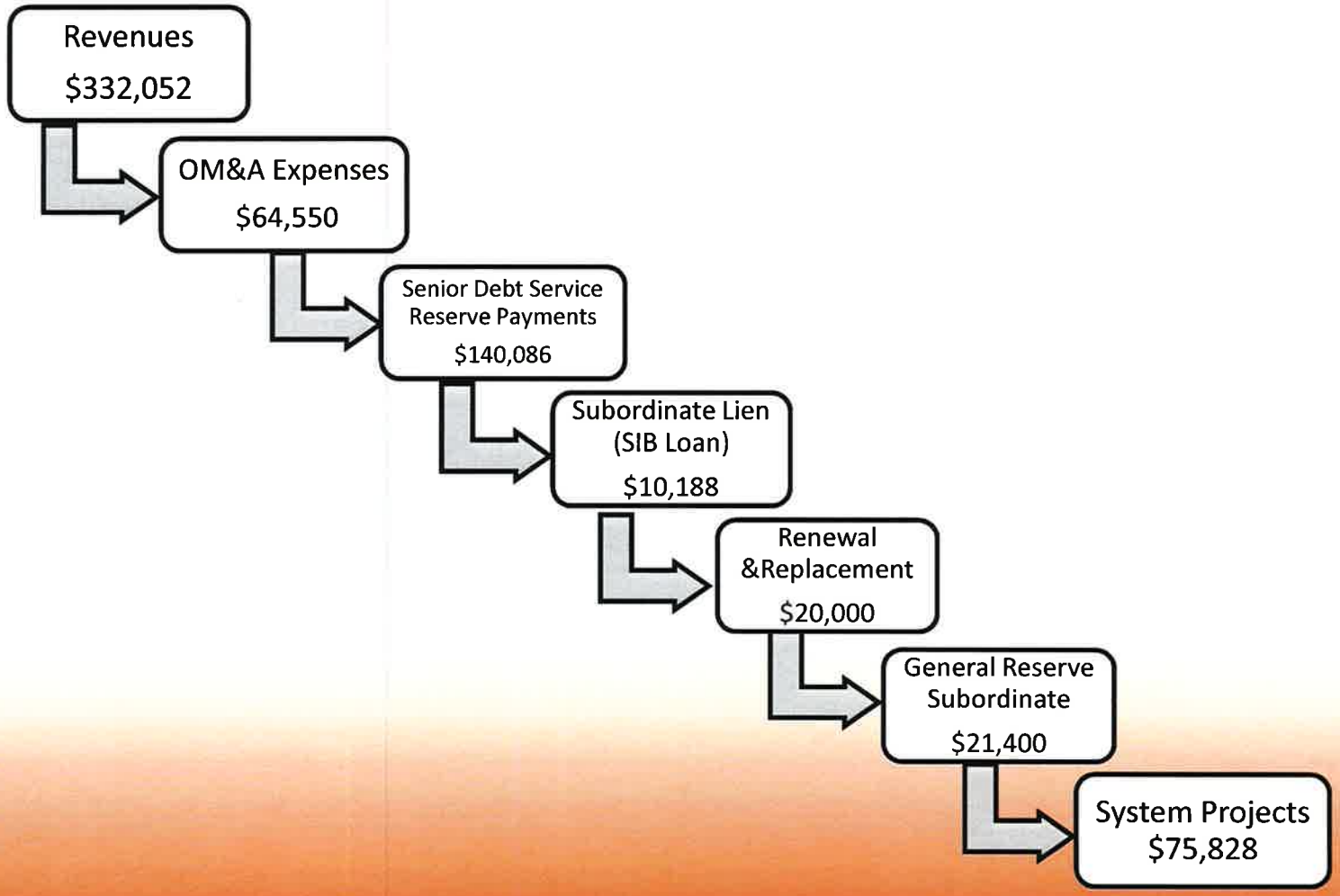
How Revenue is Spent



Proposed Budget – Debt Service Ratio

	(in thousands)		
	FY 2013 Actual	FY 2014 Projected	FY 2015 Budgeted
Total Revenues	$305,809	$326,043	$332,052
Total Expenses	55,839	57,447	62,760
OM&A Reserve Deposits	367	303	206
FDOT advances	(2,771)	(8,542)	(8,707)
Net Revenues	$252,374	$276,835	$277,793
Debt Service payments	$131,957	$140,125	$138,569
Debt Service ratio	1.91	1.98	2.00

Flow of Funds
In Thousands ($000's)



FY 2015
BUDGET

Budget FY 2015

SUMMARY

OPERATIONS
- Toll Operations
- Information Technology
- E-PASS
- Marketing
- Violation Enforcement
- Plazas

MAINTENANCE
- Maintenance Administration
- Expressway Operations
- Routine Maintenance

ADMINISTRATION
- General
- 525 South Magnolia
- Executive
- Plans Production
- Legal
- Accounting
- Procurement
- Human Resources
- Business Development
- Communications
- Construction Administration
- Internal Audit

OTHER OPERATING EXPENSES

GOLDENROD

SUMMARY

Central Florida Expressway Authority
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Years Ended June 30,			
	Actual 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.

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%

FY 2015 BUDGETED POSITIONS

		FY14 FTE	FY15 FTE	CHANGE
05-110-710	**OPERATIONS**			
	Director of Toll Operations	1	1	
	Manager of E-PASS and Plaza Operations	1	1	
	Manager of VES and Special Projects	1	1	
	Toll Operations and Quality Control Specialist	1	1	
		4	*4*	*0*
05-110-720	**INFORMATION TECHNOLOGY**			
	Director of IT	1	1	
	Business Analyst	1	1	
	Help Desk	2	2	
	Help Desk Specialist	1	1	
	Information Security Manager	1	1	
	IT Program Manager	1	1	
	LAN Administrator	1	1	
	Programmer Supervisor/Database Administrator	1	1	
	Systems Administrator	1	1	
	Senior Systems Analyst	2	2	
	Systems Analyst	3	3	
	Technology Analyst	1	1	
	Web Developer	1	0	
		17	*16*	*-1*
05-120-810	**MAINTENANCE ADMINISTRATION**			
	Director of Construction and Maintenance	0.7	0.7	
	Administrative Assistant	0.2	0.2	
	Contract Support Specialist	0.3	0.3	
	Facilities Maintenance Supervisor	1	1	
	Fiber Optic Network Technician	1	1	
	Landscape Architect	1	1	
	Senior Roadway Inspector	1	1	
	Roadway Inspector	1	1	
		6.2	*6.2*	*0*
05-120-820	**EXPRESSWAY OPERATIONS**			
	Director of Expressway Operations	1	1	
	Administrative Assistant	0.3	0.3	
		1.3	*1.3*	*0*
05-130-620	**EXECUTIVE**			
	Executive Director	1	1	
	Deputy Executive Director	2	2	
	Executive Assistant	1	1	
	Receptionist	1	1	
		5	*5*	*0*
05-130-623	**PLANS PRODUCTION**			
	Director of Engineering	1	1	
	Administrative Assistant	0.1	0.1	
	Contract Support	1	1	
		2.1	*2.1*	*0*

05-130-625	**LEGAL**			
	General Counsel	1	1	
	Assistant General Counsel	0	1	
	Paralegal	1	1	
		2	*3*	*1*
05-130-630	**ACCOUNTING AND FINANCE**			
	Chief Financial Officer	1	1	
	Manager of Accounting and Finance	1	1	
	Manager of Contract Compliance	1	1	
	Assistant Manager of Accounting and Finance	2	2	
	Accountant	2	2	
	Accounting Clerk	2	2	
	Accounting Specialist	1	1	
	Administrative Assistant	1	1	
	Revenue Analyst	1	1	
		12	*12*	*0*
05-130-640	**PROCUREMENT**			
	Director of Procurement	1	1	
	Manager of Procurement	1	1	
	Buyer	1	1	
	Document Control Specialist/Contracts Coordinator	1	1	
	Contracts Analyst	1	1	
	Public Records Specialist/Contracts Coordinator	1	1	
		6	*6*	*0*
05-130-660	**HUMAN RESOURCES**			
	Director of Human Resources	1	1	
		1	*1*	*0*
05-130-665	**BUSINESS DEVELOPMENT**			
	Director of Business Development	1	1	
		1	*1*	*0*
05-130-670	**MARKETING AND COMMUNICATIONS**			
	Director of Public Affairs and Communications	1	1	
	Community Government Relations Coordinator	1	1	
	Senior Communications Coordinator	1	1	
		3	*3*	*0*
05-130-685	**CONSTRUCTION ADMINISTRATION**			
	Director of Construction and Maintenance	0.3	0.3	
	Administrative Assistant	0.4	0.4	
	Contract Support Specialist	0.7	0.7	
	Resident Engineer	1	1	
		2.4	*2.4*	*0*
GRAND TOTAL		**63**	**63**	**0**

OPERATIONS

Central Florida Expressway Authority
Operations Fund - Summary

	2013 Year-end Actual	2014 Original Budget	2014 Budget Amendments	2014 Restated Budget	Projected Year-end Actual	**2015 Annual Budget**	% Inc (Decr) over 2014 Restated
Toll Operations (710)	$ 403,566	$ 459,931		$ 459,931	$ 435,447	**$ 529,769**	15.2%
IT (720)	3,124,857	3,772,439		3,772,439	3,615,601	**3,782,285**	0.3%
E-PASS Service Center (740)	8,285,906	8,362,013		8,362,013	8,484,612	**8,612,203**	3.0%
Marketing (745)	390,041	512,040		512,040	512,000	**522,290**	2.0%
Violation Enforcement (750)	1,946,918	2,180,705		2,180,705	2,172,500	**2,816,248**	29.1%
Subtotal	14,151,288	15,287,128		15,287,128	15,220,160	**16,262,795**	6.4%
Toll Facilities							
Beachline Expressway (SR 528)							
Dallas (943)	1,138,311	1,315,094		1,315,094	1,232,685	**1,377,913**	4.8%
Beachline Plaza (944)	1,301,594	1,494,868		1,494,868	1,450,858	**1,407,235**	-5.9%
Airport (945)	1,731,517	1,794,565		1,794,565	1,779,000	**1,873,681**	4.4%
East-West Expressway (SR 408)							
Dean Plaza (914)	1,229,113	1,375,984		1,375,984	1,343,583	**1,397,208**	1.5%
Conway Main Plaza (915)	2,182,100	2,359,466		2,359,466	2,309,335	**2,419,033**	2.5%
Pine Hills Plaza (916)	1,545,310	1,626,859		1,626,859	1,610,241	**1,651,494**	1.5%
Hiawassee Plaza (917)	1,322,478	1,389,321		1,389,321	1,331,019	**1,386,223**	-0.2%
John Land Apopka Expressway (SR 414)							
Coral Hills Plaza (954)	1,338,774	1,407,433		1,407,433	1,404,617	**1,471,010**	4.5%
Western Beltway (SR 429)							
Independence Plaza (934)	1,286,093	1,341,153		1,341,153	1,321,112	**1,379,679**	2.9%
Forest Lake Plaza (935)	1,325,113	1,380,308		1,380,308	1,400,131	**1,439,818**	4.3%
Central Florida Greeneway (SR 417)							
John Young Plaza (923)	1,508,517	1,558,273		1,558,273	1,554,452	**1,598,563**	2.6%
Boggy Creek Plaza (924)	1,577,455	1,689,989		1,689,989	1,642,807	**1,685,899**	-0.2%
Curry Ford Plaza (925)	1,251,405	1,322,180		1,322,180	1,306,203	**1,337,847**	1.2%
University Plaza (926)	1,189,025	1,344,939		1,344,939	1,310,537	**1,363,501**	1.4%
Subtotal Toll Facilities	19,926,805	21,400,432		21,400,432	20,996,580	**21,789,105**	1.8%
OPS Budget Before Participation	34,078,093	36,687,560		36,687,560	36,216,740	**38,051,900**	3.7%
FDOT Participation							
Conway Main, Pine Hills, & Airport Plazas	(5,299,127)	(5,617,540)		(5,617,540)	(5,538,517)	**(5,779,350)**	2.9%
Total Operating Costs	28,778,966	31,070,020		31,070,020	30,678,223	**32,272,550**	3.9%

Capital Expenditures and Projects

Capital Expenditures							
IT (720)	234,527	307,400		307,400	286,900	**303,750**	-1.2%
Total Capital Expenditures	234,527	307,400		307,400	286,900	**303,750**	-1.2%
Projects							
IT (721)	344,989	134,000		134,000	50,000	**686,200**	412.1%
E-Pass Service Center (741)	5,750	-		-	-	-	
Total Projects	350,739	134,000		134,000	50,000	**686,200**	412.1%

Toll Operations

Central Florida Expressway Authority
Toll Operations
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Projected Budget Variance %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-110-710-51200	Salaries & Wages	$ 280,758	$ 308,042	$ 197,546	$ 297,236	-4%	$ 317,284	59.9%	7%	3%
05-110-710-52100	Social Security and Medicare	21,464	22,887	14,799	22,477	-2%	23,314	4.4%	4%	2%
05-110-710-52210	Retirement Contributions -FRS	14,653	35,569	22,963	34,474	-3%	41,189	7.8%	19%	16%
05-110-710-52300	Life and Health Insurance	57,908	73,194	41,743	64,934	-11%	79,467	15.0%	22%	9%
05-110-710-52310	State Assessment	431	845	329	503	-40%	845	0.2%	68%	0%
05-110-710-52400	Workers' Compensation	418	620	388	670	8%	1,195	0.2%	78%	93%
	Total Salaries & Benefits:	375,632	441,156	277,768	420,294	-5%	463,294	87.5%	10%	5%
OTHER										
05-110-710-53110	Consultant Fees	-	-	-	-		50,000	9.4%		
05-110-710-53410	Contract Personnel	16,217	-	-	-		-	0.0%		
05-110-710-54010	Travel	1,320	3,200	1,150	3,200	0%	5,700	1.1%	78%	78%
05-110-710-54012	Reimbursed Local Travel	67	200	30	100	-50%	200	0.0%	100%	0%
05-110-710-54020	Gasoline	948	750	527	850	13%	900	0.2%	6%	20%
05-110-710-54110	Telephone Service	510	500	288	500	0%	500	0.1%	0%	0%
05-110-710-54130	Postage and Delivery	83	-	-	-		-	0.0%		
05-110-710-54200	Printing	36	150	-	75	-50%	150	0.0%	100%	0%
05-110-710-54430	Leases - Equipment	3,779	5,000	2,128	3,300	-34%	-	0.0%		-100%
05-110-710-54500	Insurance	524	600	397	528	-12%	550	0.1%	4%	-8%
05-110-710-54610	Repairs & Maint. - Equipment	-	500	-	250	-50%	500	0.1%	100%	0%
05-110-710-54650	Repairs & Maint. - Vehicles	989	1,000	62	500	-50%	1,000	0.2%	100%	0%
05-110-710-54910	Advertising & Legal Notices	229	-	-	-		-	0.0%		
05-110-710-54990	Miscellaneous Expense	-	100	-	50	-50%	100	0.0%	100%	0%
05-110-710-55100	Office Supplies	283	400	245	450	13%	500	0.1%	11%	25%
05-110-710-55110	Office Expense - Other	449	1,500	473	1,200	-20%	1,500	0.3%	25%	0%
05-110-710-55210	Operating Supplies	-	150	-	75	-50%	150	0.0%	100%	0%
05-110-710-55220	Software Expense	-	150	-	75	-50%	150	0.0%	100%	0%
05-110-710-55400	Dues & Subscriptions	2,500	2,500	2,500	2,500	0%	2,500	0.5%	0%	0%
05-110-710-55420	Seminars & Conferences	-	2,075	575	1,500	-28%	2,075	0.4%	38%	0%
	Total Other:	27,934	18,775	8,375	15,153	-19%	66,475	12.5%	339%	254%
	TOTAL	403,566	459,931	286,143	435,447	-5%	529,769	100.0%	22%	15%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Toll Operations - 710**

05-110-710-53110	**Consultant Fees**	**Account Budget:**	**$50,000**
This money will be used to do additonal work regarding the cost to collect as it relates to the violation enforcement/UTN process. Would like to determine the cost to collect for this particular segment to ensure the back office costs are being recovered during the invoicing process. This data will also be helpful to determine the appropriate rate structure for the future Wekiva AET toll rates for non-transponder customers.			50,000
05-110-710-54010	**Travel**	**Account Budget:**	**$5,700**
Miscellaneous travel as needed.			5,700
05-110-710-54012	**Reimbursed Local Travel**	**Account Budget:**	**$200**
Mileage reimbursement for operations staff while in Central Florida.			200
05-110-710-54020	**Gasoline**	**Account Budget:**	**$900**
Gasoline charges for operations staff.			900
05-110-710-54110	**Telephone Service**	**Account Budget:**	**$500**
Cell phone usage for operations staff.			500
05-110-710-54200	**Printing**	**Account Budget:**	**$150**
Miscellaneous printing as needed.			150
05-110-710-54500	**Insurance**	**Account Budget:**	**$550**
Insurance for vehicle.			550
05-110-710-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$500**
Repairs for equipment.			500
05-110-710-54650	**Repairs & Maint. - Vehicles**	**Account Budget:**	**$1,000**
Repairs for vehicle as needed.			1,000
05-110-710-54990	**Miscellaneous Expense**	**Account Budget:**	**$100**
Miscellaneous expenses as needed.			100
05-110-710-55100	**Office Supplies**	**Account Budget:**	**$500**
Standard office supplies for staff.			500
05-110-710-55110	**Office Expense - Other**	**Account Budget:**	**$1,500**
Expense for furniture < $5,000 per item.			1,500
05-110-710-55210	**Operating Supplies**	**Account Budget:**	**$150**
Operating supplies as needed.			150
05-110-710-55220	**Software Expense**	**Account Budget:**	**$150**
Software purchases.			150
05-110-710-55400	**Dues and Subscriptions**	**Account Budget:**	**$2,500**
Miscellaneous dues and subscriptions.			2,500
05-110-710-55420	**Seminars and Conferences**	**Account Budget:**	**$2,075**
Seminars and conferences like the IBTTA.			2,075

Information Technology

Central Florida Expressway Authority
Operations - IT
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	**2015 Annual Budget**	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-110-720-51200	Salaries & Wages	$ 1,024,121	$ 1,342,868	$ 720,587	$ 1,080,016	-20%	**$ 1,355,800**	28.4%	26%	1%
05-110-720-52100	Social Security and Medicare	76,958	101,108	53,750	81,130	-20%	**101,530**	2.1%	25%	0%
05-110-720-52210	Retirement Contributions -FRS	54,420	108,835	60,600	90,599	-17%	**119,824**	2.5%	32%	10%
05-110-720-52300	Life and Health Insurance	208,379	311,209	148,341	234,227	-25%	**337,765**	7.1%	44%	9%
05-110-720-52310	State Assessment	2,088	3,589	1,459	2,247	-37%	**3,589**	0.1%	60%	0%
05-110-720-52400	Workers' Compensation	2,475	2,635	1,832	3,032	15%	**4,004**	0.1%	32%	52%
	Total Salaries & Benefits:	1,368,441	1,870,245	986,569	1,491,251	-20%	**1,922,512**	40.3%	29%	3%
OTHER										
05-110-720-53410	Contract Personnel	431,598	299,301	343,270	500,000	67%	**299,301**	6.3%	-40%	0%
05-110-720-54010	Travel	1,787	4,285	-	1,000	-77%	**7,285**	0.2%	629%	70%
05-110-720-54012	Reimbursed Local Travel	57	500	-	200	-60%	**500**	0.0%	150%	0%
05-110-720-54020	Gasoline	596	1,200	458	1,000	-17%	**1,200**	0.0%	20%	0%
05-110-720-54110	Telephone Service	119,866	86,700	58,616	86,700	0%	**88,800**	1.9%	2%	2%
5-110-720-54120	Internet Service	(1,589)	52,200	27,257	50,000	-4%	**52,200**	1.1%	4%	
5-110-720-54610	Repairs & Maint. - Equipment	178	10,000	112	5,000	-50%	**10,000**	0.2%	100%	0%
05-110-720-54620	Repairs & Maint. - Software and Hardware	425,851	474,156	237,667	475,000	0%	**462,957**	9.7%	-3%	-2%
05-110-720-54622	Maintenance - Toll Collection Software	537,777	650,000	237,620	650,000	0%	**650,000**	13.6%	0%	0%
05-110-720-54990	Miscellaneous Expense	-	1,000	-	1,000	0%	**1,000**	0.0%	0%	0%
05-110-720-55100	Office Supplies	23,637	37,005	29,294	37,000	0%	**19,825**	0.4%	-46%	-46%
05-110-720-55110	Office Expense - Other	132,830	121,932	129,540	175,000	44%	**130,820**	2.7%	-25%	7%
05-110-720-55220	Software Expense	63,828	122,745	13,418	120,000	-2%	**94,700**	2.0%	-21%	-23%
05-110-720-55400	Dues and Subscriptions	370	820	385	800	-2%	**835**	0.0%	4%	2%
05-110-720-55410	Books and Publications	-	1,100	-	1,000	-9%	**1,100**	0.0%	10%	0%
05-110-720-55420	Seminars and Conferences	650	750	-	650	-13%	**750**	0.0%	15%	0%
05-110-720-55430	Staff Training and Education	18,980	38,500	4,289	20,000	-48%	**38,500**	0.8%	93%	0%
	Total Other:	1,756,416	1,902,194	1,081,926	2,124,350	12%	**1,859,773**	39.0%	-12%	-2%
	Subtotal Salaries, Benefits & Other	3,124,857	3,772,439	2,068,495	3,615,601	-4%	**3,782,285**	79.3%	5%	0%
CAPITAL EXPENDITURES										
05-110-720-56400	General Equipment	234,527	229,900	134,167	229,900	0%	**261,750**	5.5%	14%	14%
05-110-720-56700	Software	-	77,500	5,000	57,000	-26%	**42,000**	0.9%	-26%	-46%
	Total Capital Expenditures:	234,527	307,400	139,167	286,900	-7%	**303,750**	6.4%	6%	-1%
PROJECTS										
05-110-721-58011	Software - Misc. ETC Upgrades FY13-7200391	26,722	-	-	-		-	0.0%		

Central Florida Expressway Authority
Operations - IT
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	**2015 Annual Budget**	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
05-110-721-58013	Migration from Novell to MS Exchange 7200392	318,267	-	-	-		-	0.0%		
05-110-721-58014	Software - Misc. ETC Upgrades FY14-7200396	-	134,000	-	50,000	-63%	-	0.0%	-100%	-100%
05-110-721-58015	Software - Misc. ETC Upgrades FY15-7200398	-	-	-	-		**134,000**	2.8%		
05-110-721-58016	Building Camera Replacement 7200399	-	-	-	-		**100,000**	2.1%		
05-110-721-58017	Toll Host Upgrade Project 7200401	-	-	-	-		**202,200**	4.2%		
05-110-721-58018	IVR Upgrade Project 7200402	-	-	-	-		**250,000**	5.2%		
	Total Projects	344,989	134,000	-	50,000	-63%	**686,200**	14.4%	1272%	412%
	TOTAL	3,704,373	4,213,839	2,207,662	3,952,501	-6%	**4,772,235**	100.0%	21%	13%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Information Technology - 720**

05-110-720-53410 **Contract Personnel**	**Account Budget:**	**$299,301**
This line item remains the same from last FY. Since it was decided to hold off on hiring fulltime CFX staff into vacant IT positions until after implementation of the CCSS, the vacant positions are currently being filled with temporary employees.		299,301
05-110-720-54010 **Travel**	**Account Budget:**	**$7,285**
This budget amount is in support of travel for attending TEAMFL and IBTTA as well as allowing staff to attend specialized training classes in Florida but not offered locally.		4,285
These additional funds were added to support any TSR project travel. It is expected that there will be at least a couple of trips required for multiple attendees.		3,000
05-110-720-54012 **Reimbursed Local Travel**	**Account Budget:**	**$500**
Covers local mileage. This budget amount remains the same from last FY.		500
05-110-720-54020 **Gasoline**	**Account Budget:**	**$1,200**
This budget line is used to purchase fuel for the IT cargo van and mini van as well as vehicles used in system testing. This budget amount remains the same from last FY.		1,200
05-110-720-54110 **Telephone Service**	**Account Budget:**	**$88,800**
This line item covers all telephone service for HQ. It also includes frame relay circuits to interoperability partners and vendors. Also all IT cell phones are covered under this line item. This line item has increased slightly to reflect actuals.		88,800
05-110-720-54120 **Internet Service**	**Account Budget:**	**$52,200**
This line item pays for all internet connectivity. This budget amount remains the same from last FY.		52,200
05-110-720-54610 **Repairs & Maint. - Equipment**	**Account Budget:**	**$10,000**
Any computer equipment not covered under warranty is repaired with money from this budget along with printers, etc. This includes the host, backup host and plaza computers that are no longer under warranty. This budget amount remains the same from last FY.		10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Information Technology - 720**

05-110-720-54620	**Repairs & Maint. - Software and Hardware** **Account Budget:**	**$462,957**
This budget item covers software and hardware maintenance and support contracts. It is slightly reduced from last FY. Some maintenance and warranty items are for multiple years and were paid for last FY.		0
Everything Help Desk SW Maint.		4,000
Symantec Maint		5,115
SuSE Linux Maint (Virtual Servers)		4,824
WASP Maintenance		1,000
Computer Associates ARCserve		10,875
Disk array maintenance for servers that house VES images (NAS servers)		5,400
Veramark eCAS Support		1,050
Simpliciti Phone Support (hrs)		3,500
CSI (Virtual Observer)		5,000
Avaya telephone system maintenance. Was originally a monthly service charge in the telephone budget. Now an annual maintenance fee.		70,000
Lenel software support		6,000
Oracle Std One License (sc # 2003294)		2,088
Oracle Itanium Licenses (sc # 2572502)		55,918
Oracle Named Licenses (10) (sc #1489048)		1,429
Oracle Processor Licenses + Advanced Security Option (sc # 3494416)		12,574
Oracle Processor Licesenses + Advanced Security Option (sc# 5072404)		6,932
Oracle Standard License (Dallas) (sc# 5375261)		1,683
Oracle Diagnostics Pack (sc# 5505163)		1,159
Our Oracle licenses are due to go into extended support. This is to cover the increase in cost for that. - Oracle has extended the deadline past this FY.		0
Crystal Reports Server Support		1,375
Toad for Oracle Professional Support + DBA Module		1,350
Toad Standard/Basic Support		1,600
Visual Studio 2010 Professional & MSDN Premium Support		5,400
Verisign Annual Renewal - 2-yr licenses to support E-PASS customer website.		0
Verisign Annual Renewal - 2-yr licenses this year to support Corporate website.		5,200
Faxpress Support (Open Test) used by the CSC. Now have 2 fax appliances (primary and backup).		2,000
Aruba Wireless Hardware/Software Support. Cover wireless on 1st and 3rd floors.		2,800
WatchGuard XTM Security Bundle. Formerly WatchGuard Live Security Support. Required for PCI.		2,600
WatchGuard UTM SW Suite		13,200
Imperva 2 WAFs - Support		7,800
eIQ Networks Support		10,000
DisKeeper Support for Plazas		5,250
Diskeeper Support (Host)		2,925
SolarWinds Support - Orion NPM		4,500
SolarWinds Support - Orion NTA		3,000
SolarWinds Support - Engineer's Toolset		395

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Information Technology - 720**

SolarWinds Support - LANsurveyor	495
SolarWinds Support - Application Monitoring (Requiredfor PCI)	1,800
HT250 Software Support - OpenVMS	7,000
Trustwave Scanning	26,400
Trustwave Adhoc Internal Pen Tests.	0
RSA SecurID Support	1,500
Juniper RADIUS Support	2,600
Cisco SmartNet - Cisco 2960S	1,300
Cisco SMartNet - Cisco 2911	3,150
Websense Tech & HW support	4,100
Websense Licensing Renewal	17,225
Extreme Switch Support Contract	17,945
Libra Tape Library Support	1,800
Server Warranty Renewals	6,000
Primavera SW Support (construction dept)	400
E-PASS Servers Maintenance	3,200
VioWeb Server Maintenance	1,800
TRIMS Training Server Maintenance	1,800
Virtual Server Maintenance	6,400
Microsoft Maintenance	50,000
Adobe Software Maintenance	750
Misc and unforseen	7,500
VMS Doc and Subscription Updates	4,000
Iron Mountain SW Esrow	2,000
Symantec Data Leakage Protection	2,700
NASBCK Tape Loader Maint	1,000
NASBCK Storage Maint	2,600
SAN Switch 8/24 Renewal	3,600
P2000 SAN Array Renewal	4,000
Genetic Support	5,000
Fiber Channel Tape Library Warranty	3,000
LeadTools Imaging Pro 18 support	500
Site 24X7 Website Monitoring	250
New Document Servers Maintenance (5 year warranty 1-4 hour repair/replace and 1-next business day) - item tied to the delay in the CCSS	3,200

05-110-720-54622 Maintenance - Toll Collection Software **Account Budget:** **$650,000**

This budget amount is used for toll collection system software maintenance. This budget amount remains the same from last FY. 650,000

05-110-720-54990 Miscellaneous Expense **Account Budget:** **$1,000**

This budget item is used to cover any item not covered under any other category. This budget amount remains the same from last FY. 1,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Information Technology - 720**

05-110-720-55100 Office Supplies	**Account Budget:**	**$19,825**
This is the line item is used for general office supplies including paper and toner cartridges.		7,525
Backup tapes - we are purchasing fewer this year which reduced the overall line item budget.		10,500
Building Security items including prox cards and printer ribbons.		1,800
05-110-720-55110 Office Expense - Other	**Account Budget:**	**$130,820**
This item covers office items including computer hardware < $5,000.		38,145
Desktops, Laptops, printers, scanners, monitors, etc. - replacement and spares.		31,475
Spare parts <$5,000 budget for all host and plaza machines. The warranties have expired on them, so we will now be responsible for buying parts and making repairs.		15,000
Spare drives for all servers including LAN, plazas and hosts.		10,200
Raritan Serial Consoles for remote management of switches.		12,000
Replacement of Older PCs in the CSC. Item is tied to the delay in the CCSS.		21,000
Replacement of Older Monitors in the CSC. Item is tied to the delay in the CCSS.		3,000
05-110-720-55220 Software Expense	**Account Budget:**	**$94,700**
This item covers software expenses < $5,000.		37,800
Upgrade desktop software		43,200
2 New Documents Servers Microsoft 2008R2 (operating system) - item tied to the delay in the CCSS		1,200
2 New Document Servers HP iLo Advanced (remote console access) - item tied to the delay in the CCSS		600
Websense Data Security (Upgraded product needed to monitor the CSC computers) - item is tied to the delay in the CCSS		11,900
05-110-720-55400 Dues and Subscriptions	**Account Budget:**	**$835**
This line item is used to pay for dues and subscriptions.		0
Subscription to post office zipcode database needed for the CSC. There was a slight increase for this item.		400
Dues for IT staff to belong to professional organizations.		435
05-110-720-55410 Books and Publications	**Account Budget:**	**$1,100**
This line item is used to pay for technical books and publications. This budget amount remains the same from last FY.		1,100
05-110-720-55420 Seminars and Conferences	**Account Budget:**	**$750**
To attend an IBTTA meeting. This budget amount remains the same from last FY.		750
05-110-720-55430 Staff Training and Education	**Account Budget:**	**$38,500**
This line item will cover IT employees for training. This budget amount remains the same from last FY.		38,500

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Information Technology - 720**

05-110-720-56400 General Equipment	**Account Budget:**	**$261,750**
This line item is for equipment needs over $5,000.		30,000
Purchase a new tape backup unit.		27,000
Spare parts >=$5,000 budget for all host and plaza machines. The warrantees have expired on them, so we will now be responsible for buying parts and making repairs.		20,000
Upgrade switches in data closets on 1st and 3rd floors.		52,000
Replace obsolete servers		28,250
Lab servers to test software prior to rollout. These servers would be virtualized to provide multiple environments. Could also be used as a spare if necessary.		20,000
Replace PBX servers (obsolete)		42,500
4 X 48-Port Layer 2/3 switches - Replacement of the switches on the second floor that service the CSC. Item is tied to the delay in the CCSS.		26,000
Replacement of the Document Servers (primary and backup) utilized by the CSC and E-PASS customers. Item is tied to the delay in the CCSS.		16,000
05-110-720-56700 Software	**Account Budget:**	**$42,000**
This line item is used to purchase software valued at greater than $5,000		17,000
Solarwinds unlimited licensing required to cover all nodes		25,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Information Technology Projects - 721**

05-110-721-58014	**Software - Misc. ETC Upgrades FY14**	**Account Budget:**	**$0**
Last FY			0
05-110-721-58015	**Software - Misc. ETC Upgrades FY15**	**Account Budget:**	**$134,000**
Software - Misc. ETC Upgrades. Used for ARCS, TRIMS and Website software upgrades needed during the fiscal year. (Project # 7200398).			134,000
05-110-721-58016	**Building Camera Replacement Project**	**Account Budget:**	**$100,000**
This project is to replace the security cameras in the building with a higher resolution as well as provide a server to gather/store the video. Currently the video goes to a DVR. (Project # 7200399)			100,000
05-110-721-58017	**Toll Host Upgrade Project**	**Account Budget:**	**$202,200**
Upgrade existing toll host and backup toll host hardware. It is becoming more and more difficult to purchase spare parts for these systems. Item is tied to the delay in the CCSS.			202,200
05-110-721-58018	**IVR Upgrade Project**	**Account Budget:**	**$250,000**
Upgrading existing IVR and backup IVR equipment. The current IVR is no longer supported and cannot be modified in any way. Item is tied to the delay in the CCSS.			250,000

E-PASS

Central Florida Expressway Authority
Operations - E-Pass Service Center
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
OTHER										
05-110-740-49001	Cost Of Transponders Sold - Sticker	$ 805,086	$ 860,018	$ 599,054	$ 852,698	-1%	$ 800,104	9.3%	-6%	-7%
05-110-740-49002	Cost Of Transponders Sold - Hardcase	274,272	43,660	32,680	35,430	-19%	6,484	0.1%	-82%	-85%
05-110-740-49003	Cost Of Transponders Sold - Bumper	59,840	21,175	26,178	30,149	42%	15,786	0.2%	-48%	-25%
05-110-740-53410	Contract Personnel	2,212,936	2,293,000	1,348,041	2,305,000	1%	2,337,000	27.1%	1%	2%
05-110-740-54110	Telephone Service	115,318	108,000	51,561	100,000	-7%	100,000	1.2%	0%	-7%
05-110-740-54130	Postage and Delivery	249,775	350,000	271,916	333,000	-5%	362,650	4.2%	9%	4%
05-110-740-54200	Printing	2,020	3,500	1,771	2,500	-29%	3,500	0.0%	40%	0%
05-110-740-54212	Service Center Printing and Mailing	75,531	80,000	47,413	71,500	-11%	75,000	0.9%	5%	-6%
05-110-740-54300	Utilities	52,744	65,000	33,648	60,000	-8%	60,000	0.7%	0%	-8%
05-110-740-54410	Lease - Buildings	99,847	114,500	86,700	116,000	1%	119,400	1.4%	3%	4%
05-110-740-54430	Lease - Equipment	10,487	9,540	6,573	10,500	10%	10,500	0.1%	0%	10%
05-110-740-54440	Records Management	952	1,000	712	1,056	6%	1,100	0.0%	4%	10%
05-110-740-54610	Repairs & Maint. - Equipment	1,447	900	688	1,250	39%	1,500	0.0%	20%	67%
05-110-740-54620	Repairs & Maint. - Software and Hardware	-	2,000	3,564	3,564	78%	4,000	0.0%	12%	100%
05-110-740-54630	Facilities Maintenance	53,357	52,200	33,295	52,320	0%	59,000	0.7%	13%	13%
05-110-740-54640	Repairs and Maint. - Toll Equipment	-	3,000	-	1,500	-50%	3,000	0.0%	100%	0%
05-110-740-54641	Repairs and Maint. - Toll Equipment Parts	-	500	-	300	-40%	500	0.0%	67%	0%
05-110-740-54910	Advertising and Legal Notices	-	250	-	-		-	0.0%		
05-110-740-54920	Bank Fees	16,999	18,000	9,540	16,546	-8%	18,000	0.2%	9%	0%
05-110-740-54925	Credit Card Fees	4,217,402	4,252,870	2,698,364	4,423,706	4%	4,556,418	52.9%	3%	7%
05-110-740-54930	Security	7,458	7,900	3,867	7,793	-1%	8,261	0.1%	6%	5%
05-110-740-54990	Miscellaneous Expense	158	1,000	174	500	-50%	1,000	0.0%	100%	0%
05-110-740-55100	Office Supplies	13,123	16,000	10,000	19,000	19%	21,000	0.2%	11%	31%
05-110-740-55110	Office Expense - Other	-	8,000	2,647	5,300	-34%	8,000	0.1%	51%	0%
05-110-740-55215	Transponder Supplies	17,154	50,000	17,656	35,000	-30%	40,000	0.5%	14%	-20%
	Total Other:	8,285,906	8,362,013	5,286,042	8,484,612	1%	8,612,203	100.0%	2%	3%
PROJECTS										
05-110-741-58012	E-PASS Equip Primary CSC/IVR (7410201)	5,750	-	-	-		-	0.0%		
	Total Projects:	5,750	-	-	-		-	0.0%		
	SUBTOTAL	8,291,656	8,362,013	5,286,042	8,484,612	1%	8,612,203	100.0%	2%	3%

Central Florida Expressway Authority
Operations - E-Pass Service Center
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	**2015 Annual Budget**	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
OFFSETTING REVENUES										
05-100-000-32001	Transponder Sales - Sticker	(24,326)	(25,674)	(24,950)	(34,321)	34%	**(34,800)**		1%	36%
05-100-000-32002	Transponder Sales - Hardcase	(247,800)	(50,000)	(24,825)	(24,725)	-51%	**-**		-100%	-100%
05-100-000-32003	Transponder Sales - Bumper	(2,050)	(3,000)	(6,625)	(8,175)	173%	**(8,400)**		3%	180%
05-100-000-33120	Misc. Rev. - E-PASS Statements	(137,172)	(123,501)	(84,527)	(125,315)	1%	**(117,744)**		-6%	-5%
	Total Revenue	(411,348)	(202,175)	(140,927)	(192,536)	-5%	**(160,944)**		-16%	-20%
	NET TOTAL COST TO CFX	7,880,308	8,159,838	5,145,115	8,292,076	2%	**8,451,259**			

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: E-PASS Service Center - 740**

05-110-740-49001 Cost of Transponders Sold - Sticker **Account Budget:** **$800,104**

Annual distribution rate of 100,642 for FY14 year-end estimate; purchased by the Authority at $8.87 each for approximately 60% and at a rate of $7.95 for 40%. No growth anticipated due to CCSS and potential accounts transitioning to SunPass. YE FY15 Sticker Tag Cost 100,642 @ $7.95 $ 800,104. 800,104

05-110-740-49002 Cost of Transponders Sold - Hardcase **Account Budget:** **$6,484**

The year-end estimate Cost of Transponder Sold for FY 14 at an annual distribution rate of 1,623 hard case Portable II transponders purchased by the Authority at $21.83 a piece. Decrease on proposed budget associated to the discontinuation of purchasing the hard case transponders. YE FY 14 Port II Cost 1,623 @ $21.83 $ 35,430 However, there should be approximately 163 remaining in FY 15 for distribution 297 X $21.83 = $6,484 FY 15 Budget. 6,484

05-110-740-49003 Cost of Transponders Sold - Bumper **Account Budget:** **$15,786**

The overall Cost of Transponder Sold is estimated at an annual distribution rate of 636 bumper hard case transponders purchased by the Authority at $24.82 a piece. Based on the cost anticipate customers will opt for a free sticker tags. Year-end FY 14 estimate includes write-off of defective and no sale transponders. No growth anticipated. 15,786

05-110-740-53410 Contract Personnel **Account Budget:** **$2,337,000**

Proposed Budget is based on Option Year 1 bill rates (2% increase) for the Personnel Services Contract effective August 1, 2015. Proposed budget does not factor vacancies or absentee rate from the overall expected hours worked. Supplement to contract will be requested if additional staff is required. VES personnel bill rates are excluded from proposed budget amount and allocated to VES budget. 2,337,000

05-110-740-54110 Telephone Service **Account Budget:** **$100,000**

Recurring charges associated with the call center T-1 connection, long distance calls to customers and other related telephone expenses. Increase on bandwidth for Service Centers under consideration with an estimated cost of 500-1,000 per month; reflected in budget. 100,000

05-110-740-54130 Postage and Delivery **Account Budget:** **$362,650**

Postage based on first class mail for transponders, E-PASS letters and monthly statements mailed to E-PASS customers by E-PASS and outside vendor. Postage rate for first class mail increased 6.5% from .46 to .49 effective January 26, 2014. Postage meter refills and other costs associated with mailing of transponders and misc. correspondence to E-PASS customers from the CSC. VES (UTN/UTC) postage is allocated to department's respective line item. Next Day Delivery - Batteries $ 200 E-PASS P.O. Box Fee $ 1,600 Misc. & Postage Supplies- Ink /Tape $ 1,000 Postage Meter Refills $ 51,000 Postage - E-PASS Statements/Letters $ 308,850 Total $ 362,650 362,650

05-110-740-54200 Printing **Account Budget:** **$3,500**

Print material (comment cards, letterhead and envelopes, bags) required for E-PASS. 3,500

05-110-740-54212 Service Center Printing and Mailing **Account Budget:** **$75,000**

Option Yr. 1 effective since July 1, 2014 and same bill rates in effect during duration of contract. Current volumes and rates used for budgeting purposes. E-PASS customer base requesting physical statements monthly continues to decrease due to web access and statements sent via email. VES UTC/UTN printing allocated to the respective department's printing line item. Budget item does not take into consideration net expense that will be offset by revenue collected from statement fees. Supplemental will be requested if estimated costs exceeds proposed budget. 75,000

05-110-740-54300 Utilities **Account Budget:** **$60,000**

Utilities estimated based on recurring services pertaining to waste management, water and electricity for the Operations Center, East and West Service Centers. 60,000

05-110-740-54410 Leases - Buildings **Account Budget:** **$119,400**

Building lease cost for the East and West Service Centers. East location three year lease extension being exercised through May 31, 2015. Currently exercising year one of five year renewals for west location; expiring March 28, 2018. East Service Center $ 50,038 West Service Center $ 67,726 Water Sewer -West $ 1,636 119,400

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: E-PASS Service Center - 740**

05-110-740-54430 **Leases - Equipment**	**Account Budget:**	**$10,500**
Equipment lease based on CSC copiers and postage mailing system. Cost based on new lease amounts for three copiers required at the Service Centers and Operation Center. VES copier allocated to respective line item. Five Year Mailing System Lease - Effective 10/1/12 New Copier Lease for Service Centers Postage Meter & Mailing System $ 4,300 East, West and Ops Center Copiers $ 4,700 Estimated cost for Surplus Copies $ 1,500		10,500
05-110-740-54440 **Records Management**	**Account Budget:**	**$1,100**
Cost based on frequency of pickup per location for secure destruction of E-PASS documents at the east, west service centers and ops center.		1,100
05-110-740-54610 **Repairs & Maint. - Equipment**	**Account Budget:**	**$1,500**
R&M estimated cost for CSC general office equipment. An AED service maintenance agreement is in effect.		1,500
05-110-740-54620 **Repairs & Maint. - Software and Hardware**	**Account Budget:**	**$4,000**
R&M estimated cost for CSC general office equipment i.e. service center cameras, digital video recorder and service center phone maintenance allocation.		4,000
05-110-740-54630 **Facilities Maintenance**	**Account Budget:**	**$59,000**
Facilities Maintenance contract portion based on new contract pricing which cover only the service centers. Operations/Call Center is under a General Maintenance contract is based on work orders which a portion of cost is allocated. Facilities Maintenance (Svc Centers only) $ 57,000 Misc. Repair Maintenance $ 2,000		59,000
05-110-740-54640 **Repairs and Maint. - Toll Equipment**	**Account Budget:**	**$3,000**
Expense related to the Service Centers electronic toll collection system hardware maintenance contract.		3,000
05-110-740-54641 **Repairs and Maint. - Toll Equipment Part**	**Account Budget:**	**$500**
Expense related to the Service Centers electronic test lane R&M hardware parts required.		500
05-110-740-54910 **Advertising and Legal Notices**	**Account Budget:**	**$0**
Notices and contract advertising allocated to Procurement Department budget.		0
05-110-740-54920 **Bank Fees**	**Account Budget:**	**$18,000**
Based on current ACH rate fee structure and experience trending cost is approx. $1,500 monthly; fees expected to change based on new contract commencement - March 2014.		18,000
05-110-740-54925 **Credit Card Fees**	**Account Budget:**	**$4,556,418**
Based on current trending and it is conservatively estimated there will be 3% increase of transactions fee associated with customer accounts using credit cards. New rates become effective March 2014.		4,556,418
05-110-740-54930 **Security**	**Account Budget:**	**$8,261**
Security and Fire alarm services required for service centers and operation center with a 6% increase factored.		8,261
05-110-740-54990 **Miscellaneous Expense**	**Account Budget:**	**$1,000**
Based on past two year's expense on misc. expenses associated to CSC.		1,000
05-110-740-55100 **Office Supplies**	**Account Budget:**	**$21,000**
Current trending for general E-PASS office supplies including mailing labels, copy paper and printer toner.		21,000
05-110-740-55110 **Office Expense - Other**	**Account Budget:**	**$8,000**
Estimate to purchase and or replace miscellaneous office items required for the operation of the CSC such as chairs, reader programmers, credit card swipe device, etc. General Equipment and Furniture line items amounts were reclassified and consolidated with Office Expense line item.		8,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: E-PASS Service Center - 740**

05-110-740-55215	**Transponder Supplies**	**Account Budget:**	**$40,000**
Cost associated with transponders requiring misc. supplies consisting of batteries, tools, double sided tape, bubble mailers, radio frequency bags.			40,000

Marketing

Central Florida Expressway Authority
Operations - Marketing
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
MARKETING EXPENSES										
05-110-745-53100	Professional Services	$ -	$ -	$ -	$ -		$ 100,250	19.2%		
05-110-745-53110	Consultant Fees	9,210	65,000	81,185	100,000	-54%	-	0.0%	-100%	-100%
05-110-745-53115	Consultant Fees - Surveys	-	25,000	150	13,000	48%	-	0.0%	-100%	-100%
05-110-745-54130	Postage and Delivery	14	10,000	-	-	100%	**10,000**	1.9%		0%
05-110-745-54200	Printing	9,469	30,000	7,941	10,000	67%	**30,000**	5.7%	200%	0%
05-110-745-54822	Advertising - Sponsorships	13,000	25,000	8,500	30,000	-20%	**25,000**	4.8%	-17%	0%
05-110-745-54825	Advertising	331,055	318,040	137,999	334,500	-5%	**318,040**	60.9%	-5%	0%
05-110-745-54830	Newsletter	825	6,000	936	2,500	58%	**6,000**	1.1%	140%	0%
05-110-745-54840	Graphic Production Services	22,348	30,000	9,085	15,000	50%	**30,000**	5.7%	100%	0%
05-110-745-54850	Promotional Items	4,100	3,000	1,650	7,000	-133%	**3,000**	0.6%	-57%	0%
05-110-745-54990	Miscellaneous Expense	20	-	-	-		-	0.0%		
	TOTAL EXPENSES	390,041	512,040	247,446	512,000	0%	522,290	100.0%	2%	2%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Marketing - 745**

05-110-745-53100	**Professional Services**	**Account Budget:**	**$100,250**
Anticipated costs associated for consultants for marketing, public relations and website projects where expertise or professional services may be required for $75,250. Also this amount would support research projects and/or customer opinion survey for $25,000.			100,250
05-110-745-54130	**Postage and Delivery**	**Account Budget:**	**$10,000**
Projected costs associated with postage to be used for things like mailing the customer opinion survey.			10,000
05-110-745-54200	**Printing**	**Account Budget:**	**$30,000**
Projected budget would allow for printing of various agency public information materials.			30,000
05-110-745-54822	**Advertising - Sponsorships**	**Account Budget:**	**$25,000**
Budget for sponsorships promoting the agency and/or community awareness campaigns.			25,000
05-110-745-54825	**Advertising**	**Account Budget:**	**$318,040**
This amount would support various advertising and public awareness campaigns for such items as centralized customer service system, safety and community awareness campaigns and potential transition into the new agency.			318,040
05-110-745-54830	**Newsletter**	**Account Budget:**	**$6,000**
To be used for Newsletter to customers and stakeholders.			6,000
05-110-745-54840	**Graphic Production Services**	**Account Budget:**	**$30,000**
This amount supports the production of general graphic materials including flyers and promotional materials as well as regular collateral activities.			30,000
05-110-745-54850	**Promotional Items**	**Account Budget:**	**$3,000**
Give-away items used to promote and brand the agency and its services.			3,000

Violation Enforcement

Central Florida Expressway Authority
Operations - Violation Enforcement System
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Projected Budget Variance %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
OTHER										
05-110-750-53410	Contract Personnel	$ 1,281,990	$ 1,455,770	$ 746,641	$ 1,350,000	-7%	$ **1,945,633**	69.1%	44%	34%
05-110-750-54110	Telephone Service	38,803	25,000	10,195	24,000	-4%	**25,000**	0.9%	4%	0%
05-110-750-54130	Postage and Delivery	307,392	380,000	334,000	450,000	18%	**475,000**	16.9%	6%	25%
05-110-750-54200	Printing	159,852	158,500	122,863	171,400	8%	**180,500**	6.4%	5%	14%
05-110-750-54430	Leases - Equipment	2,719	2,500	1,659	2,500	0%	**2,500**	0.1%	0%	0%
05-110-750-54440	Records Management	768	800	560	750	-6%	**800**	0.0%	7%	0%
05-110-750-54610	Repairs & Maint. - Equipment	-	600	-	300	-50%	**600**	0.0%	100%	0%
05-110-750-54920	Bank Fees	3,932	4,235	2,528	4,300	2%	**4,515**	0.2%	5%	7%
05-110-750-54925	Credit Card Fees	130,958	129,800	88,453	150,000	16%	**157,500**	5.6%	5%	21%
05-110-750-54990	Miscellaneous Expense	-	250	-	125	-50%	**250**	0.0%	100%	0%
05-110-750-55100	Office Supplies	2,590	2,500	130	1,000	-60%	**2,500**	0.1%	150%	0%
05-110-750-55110	Office Expense - Other	290	3,000	361	1,500	-50%	**3,000**	0.1%	100%	0%
05-110-750-55210	Operating Supplies	-	250	-	125	-50%	**250**	0.0%	100%	0%
05-110-750-55400	Dues and Subscriptions	17,624	17,500	10,502	16,500	-6%	**18,200**	0.6%	10%	4%
	TOTAL ALL EXPENSES	1,946,918	2,180,705	1,317,892	2,172,500	0%	**2,816,248**	100.0%	30%	29%
OFFSETTING REVENUES										
05-100-000-33200	Misc. Rev. - VES Admin. Fee	(677,390)	(542,880)	(564,419)	(960,000)	77%	**(960,000)**		0%	77%
05-100-000-33210	Misc. Rev. - UTC Fee	(208,250)	(204,000)	(92,446)	(120,240)	-41%	**(150,000)**		25%	-26%
05-100-000-33250	UTN Transaction Fee	(718,106)	(665,000)	(607,324)	(875,000)	32%	**(900,000)**		3%	35%
05-100-000-33270	UTN Document Fee	(1,723,532)	(1,661,000)	(1,393,678)	(1,971,700)	19%	**(2,070,000)**		5%	25%
	Total Revenue	(3,327,278)	(3,072,880)	(2,657,867)	(3,926,940)	28%	**(4,080,000)**		4%	33%
	NET COST TO CFX	(1,380,360)	(892,175)	(1,339,975)	(1,754,440)	97%	**(1,263,752)**			

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Violation Enforcement - 750**

05-110-750-53410 Contract Personnel **Account Budget:** **$1,945,633**

Proposed Budget is based on year six bill rates for the Personnel Services Contract effective August 1, 2014. Proposed budget does not factor vacancies or absentee rate from the overall expected hours worked. Increase is due to significant increase in the number of violation images and associated Unpaid Toll Notices needing to be processed. Personnel Services Contract will need to be supplemented to accommodate this increase. 1,945,633

05-110-750-54110 Telephone Service **Account Budget:** **$25,000**

Cost for VES telephone line and Nextel Two-Way Radio utilized by VES to communicate with law enforcement. 25,000

05-110-750-54130 Postage and Delivery **Account Budget:** **$475,000**

Postage allocated for mailing VES citations, unpaid toll notices and final notices. Other costs based on related item listed. Increase of 6% from YE estimate based on anticipated new postage rates for 2015 and anticipated increase in issuance of in-state and out of state UTNs and UTCs. Other factors are postage rates jumped 6.5% from CY 2013 to 2014 and we saw an increase of 13% in VES printing. 475,000

Post Office Box Fee $ 500 UTN/UTC Postage $ 464,500 VES In House Postage $ 10,000 Total $ 475,000

05-110-750-54200 Printing **Account Budget:** **$180,500**

Contract (July 1, 2010) for Printing and Mailing Services for Unpaid Toll Notices (UTNs), Final Notices and Uniform Traffic Citations (UTCs). CY 2013 monthly averages: 58,678 UTN, 22,323 Final Notices and 1,564 UTC which is approximately 13% increase from CY 2012. Also included on this line item is the cost of mailing print stock. Budget based on FY13 trending and anticipated increase in mailings of UTNs and UTCs. 180,500

VES Envelopes $ 500 AXIS Printing $ 180,000 Total $ 180,500

05-110-750-54430 Leases - Equipment **Account Budget:** **$2,500**

Budget based on new lease amount for VES copier plus surplus copies. Lease Pricing Effective 4/1/11. 2,500

05-110-750-54440 Records Management **Account Budget:** **$800**

Cost based on frequency of pickup for secure destruction of VES related documents. 800

05-110-750-54610 Repairs & Maint. - Equipment **Account Budget:** **$600**

R&M for unanticipated equipment needs. 600

05-110-750-54920 Bank Fees **Account Budget:** **$4,515**

Fees paid to accept UTN and UTC payments via ACH through the website. 4,515

05-110-750-54925 Credit Card Fees **Account Budget:** **$157,500**

Fees based on current trending transaction volume to process UTNs and UTCs via the Authority's website and call center. 157,500

05-110-750-54990 Miscellaneous Expense **Account Budget:** **$250**

Allocation associated to unanticipated misc. expenses. 250

05-110-750-55100 Office Supplies **Account Budget:** **$2,500**

General office supplies, copy paper and printer toner. 2,500

05-110-750-55110 Office Expense - Other **Account Budget:** **$3,000**

Cost to replace furniture/equipment and purchase misc. item(s). General Equipment and Furniture line items amounts were reclassified and consolidated with Office Expense line item. 3,000

05-110-750-55210 Operating Supplies **Account Budget:** **$250**

Misc. items as needed for VES operations. 250

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Violation Enforcement - 750**

05-110-750-55400	**Dues and Subscriptions**	**Account Budget:**	**$18,200**
Cost for obtaining registered vehicle owner data through an online service (West Technologies) required for Violation Enforcement processing. West Tech. - Fixed Fee $17,828 (not to increase more than 2%)			18,200

Plazas

Central Florida Expressway Authority
Toll Facilities Summary

General Category	2013 Year-end Actual	2014 Final Budget	2014 February YTD Actual	Projected Year-end Actual	Proj Budget Var. %	**2015 Annual Budget**	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
Administrative	$2,367,228	$ 2,434,118	$ 1,603,976	$ 2,433,118	0%	**$ 2,463,168**	11%	1%	1%
Toll Collection	9,683,741	10,451,010	6,442,032	10,451,011	0%	**10,650,203**	49%	2%	2%
Toll Equipment Maintenance	2,806,949	2,891,838	1,600,747	2,884,005	0%	**2,940,166**	13%	2%	2%
Other	5,068,887	5,623,466	3,267,182	5,228,446	-7%	**5,735,568**	26%	10%	2%
Total Before FDOT Participation	19,926,805	21,400,432	12,913,937	20,996,580	-2%	**21,789,105**	100%	4%	2%
FDOT Participation	(5,299,127)	(5,617,540)	(3,745,027)	(5,538,517)	-1%	**(5,779,350)**	-27%	4%	3%
Grand Total	14,627,678	15,782,892	9,168,910	15,458,063	-2%	**16,009,755**	73%	4%	1%

Central Florida Expressway Authority
Toll Facilities Detail

	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj Budget Var. %	**2015 Annual Budget**	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
Contractor - FTS								
Administrative								
05-110-XXX-53430 Toll Collection Mngt Fees	$ 280,858	$ 284,492	$ 189,652	$ 284,492	0%	$ **284,491**	0%	0%
05-110-XXX-53432 Administration Salaries	1,387,794	1,454,569	951,008	1,453,569	0%	**1,483,668**	2%	2%
05-110-XXX-53434 Office Expenses	454,401	449,069	299,363	449,069	0%	**449,069**	0%	0%
05-110-XXX-53436 Insurance and Bond	244,175	245,988	163,953	245,988	0%	**245,940**	0%	0%
Total	2,367,228	2,434,118	1,603,976	2,433,118	0%	**2,463,168**	1%	1%
Toll Collection								
05-110-XXX-53420 Salaries/Wages	9,017,561	9,914,651	6,084,455	9,914,651	0%	**10,112,943**	2%	2%
05-110-XXX-53422 Other Direct Expenses	666,180	536,359	357,577	536,360	0%	**537,260**	0%	0%
Total	9,683,741	10,451,010	6,442,032	10,451,011	0%	**10,650,203**	2%	2%
Contractor - Transcore								
Toll Equipment Maintenance								
110-XXX-54640 R&M-Toll Equipment	2,046,767	2,080,972	1,231,246	2,080,972	0%	**2,155,625**	4%	4%
110-XXX-54641 R&M - Toll Equip Parts	388,710	420,000	169,265	420,000	0%	**420,000**	0%	0%
05-110-XXX-54642 R&M - VES Equipment	371,472	390,866	200,236	383,033	-2%	**364,541**	-5%	-7%
Total	2,806,949	2,891,838	1,600,747	2,884,005	0%	**2,940,166**	2%	2%
Other Operating Expenses								
05-110-XXX-53460 Janitorial	414,867	425,614	283,743	425,614	0%	**425,614**	0%	0%
05-110-XXX-54110 Telephone Service	166,868	167,600	105,545	171,500	2%	**174,000**	1%	4%
05-110-XXX-54300 Utilities	1,880,560	2,067,000	1,124,804	1,945,000	-6%	**1,972,000**	1%	-5%
05-110-XXX-54310 Water System Operation	(147)	-	-	-		-		
05-110-XXX-54500 Insurance	573,905	585,196	573,566	576,559	-1%	**590,758**	2%	1%
05-110-XXX-54610 R& M - Equipment	33,577	26,000	5,216	13,577	-48%	**24,500**	80%	-6%
05-110-XXX-54620 R&M Software & Hardware	71,526	153,000	50,399	144,000	-6%	**151,000**	5%	-1%
05-110-XXX-54630 Facilities Maintenance	985,656	1,042,023	561,265	947,696	-9%	**960,917**	1%	-8%
05-110-XXX-54920 Bank Fees	934,219	1,065,533	556,207	955,000	-10%	**1,359,279**	42%	28%
05-110-XXX-55110 Office Expense Other	2,919	7,500	559	4,000	-47%	**7,500**	88%	0%
05-110-XXX-55210 Operating Supplies	2,290	70,000	1,191	35,000	-50%	**56,000**	60%	-20%
05-110-XXX-55700 Contingency	2,647	14,000	4,687	10,500	-25%	**14,000**	33%	0%
Total	5,068,887	5,623,466	3,267,182	5,228,446	-7%	**5,735,568**	10%	2%
Total Before FDOT Participation	19,926,805	21,400,432	12,913,937	20,996,580	-2%	**21,789,105**	4%	2%
FDOT Participation	(5,299,127)	(5,617,540)	(3,745,027)	(5,538,517)	-1%	**(5,779,350)**	4%	3%
Grand Total	**14,627,678**	15,782,892	**9,168,910**	**15,458,063**	-2%	**16,009,755**	4%	1%

Central Florida Expressway Authority
Toll Facilities Operations FY 2015 Budget

	914 Dean	915 Conway Main	916 Pine Hills	917 Hiawassee	923 John Young	924 Boggy Creek	925 Curry Ford	926 University	934 Independence	935 Forest Lake	943 Dallas	944 Beachline	945 Airport	954 Coral Hills	FY 2015 FINAL BUDGET	FY 2014 FINAL BUDGET	CHANGE	%
Contractor - FTS																		
Administrative																		
53430 Toll Collection Management Fees	$ 17,526	$ 30,665	$ 19,676	$ 17,521	$ 20,483	$ 20,001	$ 17,336	$ 18,884	$ 16,905	$ 17,360	$ 20,932	$ 19,899	$ 30,117	$ 19,173	$ 284,491	$ 284,492	$ (1)	0%
53432 Administration Salaries	89,589	179,065	100,596	88,541	104,747	102,203	88,655	92,493	86,432	88,832	107,025	101,861	154,040	97,929	1,483,888	1,454,589	29,099	2%
53434 Office Expenses	27,666	47,224	31,058	27,657	32,332	31,572	27,368	27,632	26,684	27,416	33,041	31,410	47,540	30,265	449,069	449,069	0	0%
53436 Insurance and Bond	14,991	26,510	16,813	15,054	17,677	17,291	14,803	15,184	14,614	15,016	18,095	17,202	26,036	16,575	245,868	245,868	(48)	0%
Total	149,776	284,364	168,203	149,773	175,239	171,067	148,164	152,373	144,635	149,635	179,093	170,172	257,733	163,942	2,463,166	2,434,118	29,050	1%
Toll Collection																		
53420 Salaries/Wages	645,000	1,112,000	676,000	617,000	760,000	697,000	620,000	610,943	620,000	627,000	719,000	691,000	1,105,000	630,000	10,112,943	9,914,651	198,292	2%
53422 Other Direct Expenses	24,638	54,599	42,879	19,497	34,311	52,000	29,688	24,053	29,280	29,280	23,533	52,497	68,516	72,288	537,260	536,359	901	0%
Total	669,638	1,166,599	718,879	636,497	794,311	749,000	649,688	634,996	649,280	656,280	742,533	743,497	1,153,516	705,288	10,650,203	10,451,010	199,193	2%
Contractor - Transcore																		
Toll Equipment Maintenance																		
54640 Repairs & Maintenance - Toll Equip	142,705	215,812	196,104	142,705	169,718	234,470	159,630	161,042	131,732	157,985	115,300	98,507	79,878	148,657	2,155,825	2,080,972	74,853	4%
54641 Repairs & Maint. - Toll Equip Parts	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	420,000	420,000	-	0%
54642 Repairs & Maint. - VES Equipment	25,502	29,115	28,105	25,748	27,095	29,788	25,748	25,748	25,074	26,421	25,074	24,401	21,648	25,074	364,541	390,866	(26,325)	-7%
Total	198,207	274,927	254,209	198,453	226,813	294,258	215,378	216,790	186,806	214,386	170,374	153,908	131,526	203,931	2,940,366	2,891,838	48,529	2%
OOCEA Expenses																		
Other Operating Expenses																		
53462 Janitorial	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	425,614	425,614	-	0%
54110 Telephone Service	11,500	22,000	17,500	13,000	16,500	11,000	13,000	15,000	20,000	7,500	7,500	8,500	5,000	8,000	174,000	167,600	6,400	4%
54300 Utilities	110,000	235,000	175,000	140,000	120,000	195,000	98,000	120,000	160,000	195,000	90,000	130,000	72,000	132,000	1,872,000	2,067,000	(95,000)	-5%
54500 Insurance	56,296	78,864	64,545	55,548	35,467	30,655	31,379	32,494	36,979	40,191	14,489	15,570	23,646	70,832	590,756	585,195	5,562	1%
54610 Repairs & Maint. Equipment	4,000	2,000	1,000	2,000	2,000	2,000	2,000	1,000	1,000	1,000	1,500	2,000	2,000	1,000	24,500	26,000	(1,500)	-6%
54620 Repairs & Maint. Software & Hardware	8,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	151,000	153,000	(2,000)	-1%
54630 Facilities Maintenance	61,061	91,787	85,907	55,201	75,242	83,211	58,021	83,053	62,467	73,836	53,912	59,772	65,983	73,484	980,917	1,042,023	(61,106)	-6%
54920 Bank Fees	82,829	218,611	119,351	88,850	108,000	96,907	78,915	80,894	71,611	75,589	71,611	76,915	115,373	67,632	1,358,278	1,065,533	293,746	28%
55110 Office Expense Other	500	500	500	500	500	500	500	500	500	1,000	500	500	500	500	7,500	7,500	-	0%
55210 Operating Supplies	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	56,000	70,000	(14,000)	-20%
55700 Contingency	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	14,000	14,000	-	0%
Total	379,587	693,143	510,204	401,500	402,200	471,574	324,216	359,342	398,958	440,517	285,913	339,658	330,906	397,849	5,723,566	5,623,466	112,102	2%
Grand Total	1,397,208	2,419,033	1,651,494	1,386,223	1,598,563	1,685,899	1,337,847	1,363,501	1,379,679	1,439,818	1,377,913	1,407,235	1,873,681	1,471,010	21,799,108	21,400,432	398,673	2%
DOT Participation via FDOT	(5,779,350)	(2,342,369)	(1,586,949)										(1,850,032)					

NOTE: FDOT Participation is the grand total of the plaza less insurance.

Central Florida Expressway Authority
Toll Facilities Operations FY 2014 Budget

	914 Dean	915 Conway Main	916 Pine Hills	917 Hiawassee	923 John Young	924 Boggy Creek	925 Curry Ford	926 University	934 Independence	935 Forest Lake	943 Dallas	944 Beachline	945 Airport	954 Coral Hills	FY 2014 FINAL BUDGET	FY 2013 FINAL BUDGET	CHANGE	%
Contractor - FTS																		
Administrative																		
53430 Toll Collection Management Fees	$ 17,167	$ 31,051	$ 20,259	$ 17,031	$ 21,300	$ 20,359	$ 17,815	$ 17,281	$ 17,093	$ 17,433	$ 18,391	$ 18,622	$ 30,945	$ 18,635	$ 284,482	$ 284,475	$ 17	0%
53432 Administration Salaries	87,773	158,758	103,581	87,077	108,903	104,147	91,597	88,351	87,394	89,131	94,032	100,328	158,219	95,280	1,454,569	1,425,913	28,656	2%
53434 Office Expenses	27,098	49,014	31,979	26,883	33,622	32,153	28,279	27,277	26,981	27,517	29,030	30,973	48,847	29,416	449,069	449,031	38	0%
53436 Insurance and Bond	14,841	26,843	17,514	14,723	18,413	17,609	15,467	14,938	14,776	15,070	15,899	16,963	26,752	16,180	245,988	246,115	(127)	0%
Total	146,879	265,666	173,333	145,714	182,238	174,278	153,278	147,847	146,244	149,151	157,352	167,884	264,763	159,491	2,434,118	2,405,534	28,584	1%
Toll Collection																		
53420 Salaries/Wages	636,000	1,099,851	679,000	610,000	758,000	699,000	611,000	598,000	587,000	602,000	622,000	754,000	1,051,000	608,000	9,814,851	9,859,839	55,012	1%
53422 Other Direct Expenses	24,638	52,617	42,879	19,497	34,311	51,999	29,669	24,053	25,280	29,280	23,533	52,497	48,516	73,170	636,339	635,477	862	0%
Total	660,638	1,152,468	721,879	629,497	792,311	750,999	640,669	622,053	612,280	631,280	645,533	806,497	1,099,516	681,170	10,451,010	10,395,116	55,894	1%
Contractor - Transcore																		
Toll Equipment Maintenance																		
54640 Repairs & Maintenance - Toll Equip	137,977	206,590	189,554	137,976	164,068	225,571	154,517	155,668	127,030	152,196	111,332	96,077	76,825	143,571	2,080,972	2,080,972	-	0%
54641 Repairs & Maint. - Toll Equip Parts	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	420,000	420,000	-	0%
54642 Repairs & Maint. - VES Equipment	28,292	31,133	29,786	28,102	29,449	31,468	28,102	28,102	26,755	28,755	26,755	26,087	23,329	26,755	390,666	365,272	25,394	7%
Total	196,269	269,723	249,340	196,078	223,517	287,040	212,619	213,770	183,785	208,951	168,087	152,159	130,154	200,326	2,891,638	2,866,244	25,394	1%
OOCEA Expenses																		
Other Operating Expenses																		
53460 Janitorial	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	425,614	425,614	-	0%
54110 Telephone Service	11,900	21,000	16,500	12,500	16,000	11,000	12,500	15,000	16,500	7,500	8,300	8,300	5,000	6,000	167,900	163,800	3,800	2%
54300 Utilities	115,000	258,000	175,000	150,000	125,000	220,000	95,000	130,000	165,000	170,000	125,000	130,000	72,000	137,000	2,087,000	2,114,000	(47,000)	-2%
54310 Water System Operation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	400	(400)	-100%
54500 Insurance	55,486	75,830	63,634	54,788	35,236	36,401	31,133	32,248	36,603	39,735	14,706	15,886	23,886	69,845	585,186	580,158	5,028	1%
54610 Repairs & Maint. Equipment	4,000	2,000	1,000	3,000	2,000	2,000	2,000	1,000	1,000	1,000	2,000	2,000	2,000	1,000	26,000	22,000	4,000	18%
54620 Repairs & Maint. Software & Hardwa	10,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	153,000	153,000	-	0%
54630 Facilities Maintenance	61,031	81,778	80,422	78,783	63,000	98,570	63,000	63,000	82,525	80,000	77,722	77,722	58,706	65,760	1,042,023	974,904	67,119	7%
54920 Bank Fees	76,280	175,100	97,850	71,070	71,070	81,800	63,860	72,100	48,320	44,290	68,493	85,520	90,540	39,140	1,065,533	1,036,500	29,033	3%
55110 Office Expense Other	500	500	500	500	500	500	500	500	500	1,000	500	500	500	500	7,500	7,500	-	0%
55210 Operating Supplies	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	70,000	70,000	-	0%
56700 Contingency	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	14,000	14,000	-	0%
Total	372,198	671,609	482,307	418,032	360,207	477,672	315,394	361,249	394,844	390,926	344,122	368,329	300,132	366,446	5,623,466	5,581,886	51,580	1%
Grand Total	1,375,984	2,359,466	1,626,859	1,389,321	1,558,273	1,689,989	1,322,160	1,344,939	1,341,153	1,380,308	1,315,094	1,494,868	1,794,565	1,407,433	21,400,432	21,228,780	171,652	1%
DOT Participation		(2,283,636)	(1,563,225)										(1,770,679)					
Total FDOT	(5,617,540)																	

NOTE FDOT Participation is the grand total of the plaza less insurance

Central Florida Expressway Authority
Toll Facilities Operations FY 2014 Projections

	914 Dean	915 Conway Main	916 Pine Hills	917 Hiawassee	923 John Young	924 Boggy Creek	925 Curry Ford	926 University	934 Independence	935 Forest Lake	943 Dallas	944 Beachline	945 Airport	954 Coral Hills	FY 2014 Final Totals
Contractor - FTS															
Administrative															
53430 Toll Collection Management Fees	$ 17,167	$ 31,051	$ 20,259	$ 17,031	$ 21,300	$ 20,369	$ 17,915	$ 17,281	$ 17,093	$ 17,433	$ 18,391	$ 19,822	$ 30,945	$ 18,635	$ 284,492
53432 Administration Salaries	87,773	157,758	103,581	87,077	108,903	104,147	91,597	88,351	87,394	89,131	94,032	100,326	158,219	95,280	1,453,569
53434 Office Expenses	27,098	49,014	31,979	26,883	33,622	32,153	28,279	27,277	26,981	27,517	29,030	30,973	48,847	29,416	449,069
53436 Insurance and Bond	14,841	26,843	17,514	14,723	18,413	17,609	15,487	14,936	14,776	15,070	15,899	16,963	26,752	16,160	245,986
Total	146,879	264,666	173,333	145,714	182,238	174,278	153,278	147,847	146,244	149,151	157,352	167,884	264,763	159,491	2,433,118
Toll Collection															
53420 Salaries/Wages	636,000	1,099,651	679,000	610,000	758,000	699,000	611,000	598,000	587,000	602,000	622,000	754,000	1,051,000	608,000	9,914,651
53422 Other Direct Expenses	24,638	52,817	42,879	19,497	34,311	52,000	29,889	24,053	29,280	29,280	23,533	52,497	48,516	73,170	536,360
Total	660,638	1,152,468	721,879	629,497	792,311	751,000	640,889	622,053	616,280	631,280	645,533	806,497	1,099,516	681,170	10,451,011
Contractor - Transcore															
Toll Equipment Maintenance															
54640 Repairs & Maintenance - Toll Equip	137,977	208,590	188,554	137,976	164,068	225,571	154,517	155,668	127,030	152,196	111,332	96,077	78,625	143,571	2,080,972
54641 Repairs & Maint. - Toll Equip Parts	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	420,000
54642 Repairs & Maint. - VES Equipment	27,000	29,000	29,786	27,000	28,000	31,469	28,102	27,000	26,755	26,755	26,000	26,082	23,329	26,755	383,033
Total	194,977	267,590	249,340	194,976	222,068	287,040	212,619	212,668	183,785	208,951	167,332	152,159	130,154	200,326	2,884,005
OOCEA Expenses															
Other Operating Expenses															
53460 Janitorial	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	30,401	425,614
54110 Telephone Service	11,500	22,000	17,200	12,500	16,000	11,000	12,800	15,000	19,500	7,500	7,500	8,300	5,000	5,700	171,500
54300 Utilities	105,000	230,000	175,000	140,000	120,000	195,000	98,000	117,000	155,000	180,000	90,000	130,000	70,000	132,000	1,945,000
54500 Insurance	54,857	74,432	62,866	53,931	34,434	35,588	30,466	31,548	35,902	39,021	17,067	15,117	22,961	68,769	576,559
54610 Repairs & Maint. Equipment	2,000	1,500	500	1,000	1,000	1,000	2,000	500	500	77	1,000	1,000	1,000	500	13,577
54620 Repairs & Maint. Software & Hardware	8,000	11,000	11,000	7,500	7,500	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	144,000
54630 Facilities Maintenance	61,031	81,778	80,422	50,000	70,000	75,000	60,000	63,000	70,000	77,000	53,000	72,000	58,705	65,760	947,696
54920 Bank Fees	65,000	160,000	65,000	82,000	75,000	68,000	53,000	56,000	49,000	52,000	49,000	53,000	82,000	48,000	955,000
55110 Office Expense Other	250	250	250	250	250	250	500	250	250	500	250	250	250	250	4,000
55210 Operating Supplies	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	35,000
55700 Contingency	750	750	750	750	750	750	750	750	750	750	750	750	750	750	10,500
Total	341,089	624,611	465,689	380,832	357,935	430,489	299,417	327,949	374,803	410,749	262,468	324,318	284,567	363,630	5,228,446
Grand Total	1,343,583	2,309,335	1,610,241	1,331,019	1,554,452	1,642,807	1,306,203	1,310,537	1,321,112	1,400,131	1,232,685	1,450,858	1,779,000	1,404,617	20,995,580
FDOT Participation		(2,234,903)	(1,547,575)										(1,756,039)		
Total FDOT	(5,538,517)														

NOTE: FDOT Participation is the grand total of the plaza less insurance.

Central Florida Expressway Authority
Toll Facilities Operations FY 2013 Actual

	914 Dean	915 Conway Main	916 Pine Hills	917 Hiawassee	923 John Young	924 Boggy Creek	925 Curry Ford	926 University	934 Independence	935 Forest Lake	943 Dallas	944 Beachline	945 Airport	954 Coral Hills	FY 2013 Actual Totals
Contractor - FTS															
Administrative															
53430 Toll Collection Management Fees	$ 17,178	$ 30,024	$ 19,582	$ 17,181	$ 20,668	$ 19,782	$ 17,297	$ 17,278	$ 15,215	$ 17,368	$ 18,512	$ 21,811	$ 30,378	$ 18,574	$ 280,856
53432 Administration Salaries	86,140	150,721	98,277	86,145	103,641	106,517	86,761	86,559	83,379	80,301	84,454	96,685	152,413	85,801	1,387,794
53434 Office Expenses	24,771	47,392	30,911	27,136	37,260	31,225	27,303	22,838	26,249	34,141	37,675	30,429	47,952	29,319	454,401
53436 Insurance and Bond	17,194	25,955	16,929	14,861	17,867	17,101	14,953	14,937	14,376	15,014	16,004	16,685	26,262	16,057	244,175
Total	145,283	254,092	165,699	145,333	179,436	174,625	146,314	141,412	139,219	146,824	156,645	165,590	257,005	149,751	2,367,228
Toll Collection															
53420 Salaries/Wages	542,259	1,003,116	635,175	567,369	716,883	832,730	580,746	519,160	573,394	514,653	556,839	614,473	991,169	569,395	9,017,561
53422 Other Direct Expenses	24,227	51,937	44,699	46,559	35,744	51,133	29,391	21,648	28,793	81,751	51,298	51,623	76,293	71,084	656,180
Total	566,486	1,055,053	679,874	613,928	752,627	883,863	610,137	540,808	602,187	596,404	608,137	666,096	1,067,462	640,479	9,673,741
Contractor - Transcore															
Toll Equipment Maintenance															
54640 Repairs & Maintenance - Toll Equip	137,663	206,534	189,241	137,663	163,756	226,299	154,204	137,663	126,550	137,995	111,192	95,938	76,978	143,091	2,046,767
54641 Repairs & Maint. - Toll Equip Parts	27,765	27,765	27,765	27,765	27,765	27,765	27,765	27,765	27,765	27,765	27,765	27,765	27,765	27,765	388,710
54642 Repairs & Maint. - VES Equipment	26,977	29,309	28,467	26,083	28,783	29,539	25,452	26,970	24,515	27,365	25,402	25,163	22,932	24,515	371,472
Total	192,405	265,608	245,473	191,511	220,304	283,603	207,421	192,398	178,830	193,125	164,359	148,866	127,675	195,371	2,806,949
OOCEA Expenses															
Other Operating Expenses															
53460 Janitorial	29,894	29,894	27,361	29,894	34,961	29,895	29,894	24,828	31,308	29,894	29,894	27,361	29,884	29,995	414,867
54110 Telephone Service	11,023	21,571	16,893	12,691	15,704	10,823	12,589	14,726	18,469	7,008	6,709	8,537	4,730	5,395	166,868
54300 Utilities	98,496	221,873	169,764	135,207	112,317	188,781	96,563	115,782	150,279	180,716	74,948	140,407	68,078	127,389	1,880,560
54310 Water System Operation	-	-	-	-	-	-	-	-	-	(147)	-	-	-	-	(147)
54500 Insurance	54,838	74,137	62,830	54,123	34,220	35,379	30,243	31,875	35,947	38,957	14,318	15,333	23,033	58,872	573,906
54610 Repairs & Maint. Equipment	3,315	2,573	1,142	6,310	1,952	1,517	1,283	1,672	4,855	1,987	1,403	1,142	2,352	2,074	33,577
54620 Repairs & Maint. Software & Hardware	4,638	9,838	5,648	3,989	4,760	4,465	5,395	5,105	3,893	4,216	4,867	5,323	5,175	4,223	71,926
54630 Facilities Maintenance	81,046	92,291	85,103	69,023	78,712	97,795	59,674	63,604	73,614	76,385	28,217	69,310	62,344	70,558	985,666
54920 Bank Fees	61,256	153,984	85,190	60,170	75,215	66,299	51,580	55,170	47,245	49,467	48,813	53,522	82,126	44,402	934,219
55110 Office Expense Other	110	821	211	-	110	221	110	-	-	-	-	-	1,536	-	2,919
55210 Operating Supplies	239	417	248	225	135	135	148	33	173	33	127	33	33	311	2,290
55700 Contingency	74	147	74	74	74	74	74	1,612	74	74	74	74	74	74	2,647
Total	324,939	607,347	454,264	371,706	358,150	435,364	287,533	314,407	365,857	388,580	209,170	321,042	279,375	353,173	5,068,867
Total Before Capital	1,229,113	2,182,100	1,545,310	1,322,478	1,508,517	1,577,455	1,251,405	1,189,025	1,286,093	1,325,113	1,138,311	1,301,594	1,731,517	1,338,774	19,926,806
Capital Expenditures															
56410 Toll Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total	1,229,113	2,182,100	1,545,310	1,322,478	1,508,517	1,577,455	1,251,405	1,189,025	1,286,093	1,325,113	1,138,311	1,301,594	1,731,517	1,338,774	19,926,805
FDOT Participation		(2,107,963)	(1,482,680)										(1,708,484)		
Total FDOT	(5,299,127)														

NOTE: FDOT Participation is the grand total of the plaza less insurance.

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection – 05

FISCAL YEAR: 2015 **Cost Center: Plazas**

05-110-XXX-53420	**Toll Collection Salaries and Wages**	**Account Budget:**	**$10,112,943**
This is based on the toll collection contract with the contractor Florida Toll Services.			10,112,943
05-110-XXX-53422	**Toll Collection Other Direct Expenses**	**Account Budget:**	**$537,260**
This is based on the toll collection contract with the contractor Florida Toll Services.			537,260
05-110-XXX-53430	**Toll Collection Management Fees**	**Account Budget:**	**$284,491**
This is based on the toll collection contract with the contractor Florida Toll Services.			284,491
05-110-XXX-53432	**Toll Collection Administrative Salaries**	**Account Budget:**	**$1,483,668**
This is based on the toll collection contract with the contractor Florida Toll Services.			1,483,668
05-110-XXX-53434	**Toll Collection Office Expense**	**Account Budget:**	**$449,069**
This is based on the toll collection contract with the contractor Florida Toll Services.			449,069
05-110-XXX-53436	**Toll Collection Insurance and Bonding**	**Account Budget:**	**$245,940**
This is based on the toll collection contract with the contractor Florida Toll Services.			245,940
05-110-XXX-53460	**Janitorial**	**Account Budget:**	**$425,614**
This is based on the toll collection contract with the contractor Florida Toll Services.			425,614
05-110-XXX-54110	**Telephone Service**	**Account Budget:**	**$174,000**
All telecommunication charges.			174,000
05-110-XXX-54200	**Utilities**	**Account Budget:**	**$1,972,000**
Electric, water and gas charges.			1,972,000
05-110-XXX-54500	**Insurance**	**Account Budget:**	**$590,758**
Insurance for plazas, bridges and overpasses.			590,758
05-110-XXX-54610	**Repairs & Maint. – Equipment**	**Account Budget:**	**$24,500**
Repairs and maintenance on equipment.			24,500
05-110-XXX-54620	**Repairs & Maint. – Software and Hardware**	**Account Budget:**	**$151,000**
Repairs and maintenance agreements for bill, coin and misc. equipment.			151,000
05-110-XXX-54630	**Facilities Maintenance**	**Account Budget:**	**$960,917**
All charges related to maintaining the plazas.			960,917

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection – 05

FISCAL YEAR: 2014 **Cost Center: Plazas**

05-110-XXX-54640	**Repairs and Maint. – Toll Equipment**	**Account Budget:**	**$2,155,625**
All charges related to maintaining the toll collection system.			2,155,625
05-110-XXX-54641	**Repairs and Maint. – Toll Equipment Part**	**Account Budget:**	**$420,000**
Replacement and spare parts for the toll collection system.			420,000
05-110-XXX-54642	**Repairs and Maint. – VES Equipment**	**Account Budget:**	**$364,541**
All charges related to maintaining the violation enforcement system.			364,541
05-110-XXX-54920	**Bank Fees**	**Account Budget:**	**$1,359,279**
Armored car and deposit supplies expense.			1,359,279
05-110-XXX-55110	**Office Expense - Other**	**Account Budget:**	**$7,500**
For furniture and appliances under $1,000.			7,500
05-110-XXX-55210	**Operating Supplies**	**Account Budget:**	**$56,000**
Coin vaults, safety coins and various operating supplies.			56,000
05-110-XXX-55700	**Contingency**	**Account Budget:**	**$14,000**
Contingency for unknown expenses.			14,000

MAINTENANCE

Central Florida Expressway Authority
Maintenance Fund - Summary

	2013 Year-end Actual	2014 Original Budget	2014 Budget Amendments	2014 Budget Restated	Projected Year-end Actual	**2015 Annual Budget**	% Inc (Decr) over 2014 Restated
I. Maintenance Administration	$ 648,836	$ 744,738	$ -	$ 744,738	$ 722,036	**$ 821,397**	10%
II. Expressway Operations	4,178,818	4,678,146	-	4,678,146	5,058,424	**4,888,407**	4%
III. Routine Maintenance	8,767,875	9,391,800	-	9,391,800	9,428,300	**9,778,193**	4%
Total Maintenance Expenditures Before FDOT Participation	13,595,529	14,814,685	-	14,814,685	15,208,760	**15,487,997**	5%
FDOT Participation	(2,771,420)	(2,938,839)	-	(2,938,839)	(2,933,370)	**(2,927,316)**	0%
Total Maintenance Costs	10,824,109	11,875,846	-	11,875,846	12,275,390	**12,560,681**	6%

Capital Expenditures

Capital Expenditures							
Expressway Operations	-	-	-	-	-	**68,720**	
Total Capital Expenditures	-	-	-	-	-	**68,720**	

Maintenance Administration

Central Florida Expressway Authority
Maintenance - Administration
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-120-810-51200	Salaries & Wages	$ 376,897	$ 474,854	$ 312,018	$ 466,659	-2%	$ **492,176**	59.9%	5%	4%
05-120-810-52100	Soc Sec & Medicare Expense	27,964	33,674	21,708	33,577	0%	**36,924**	4.5%	10%	10%
05-120-810-52210	Retirement Contributions -FRS	17,853	46,751	30,918	46,115	-1%	**53,636**	6.5%	16%	15%
05-120-810-52300	Life and Health Insurance	57,379	113,440	52,446	81,306	-28%	**123,176**	15.0%	51%	9%
05-120-810-52310	State Assessment	595	1,309	468	765	-42%	**1,309**	0.2%	71%	0%
05-120-810-52400	Workers Compensation	836	961	648	1,086	13%	**23,076**	2.8%	2025%	2301%
05-120-810-52500	Unemployment Compensation	6,325	-	-	-		-	0.0%		
	Total Salaries & Benefits:	489,849	670,988	418,206	629,508	-6%	**730,297**	88.9%	16%	9%
OTHER										
05-120-810-53122	Maintenance Program Support	-	-	-	-		**15,200**	1.9%		
05-120-810-53124	Mitigation Maint. Support	137,797	15,000	27,790	37,500	150%	**17,000**	2.1%	-55%	13%
05-120-810-53126	Pavement Management System	-	20,000	-	20,000	0%	**20,000**	2.4%	0%	0%
05-120-810-54010	Travel	472	2,500	389	2,500	0%	**2,500**	0.3%	0%	0%
05-120-810-54012	Reimbursed Local Travel	42	200	79	200	0%	**200**	0.0%	0%	0%
05-120-810-54020	Gasoline	8,116	11,000	4,904	11,000	0%	**11,000**	1.3%	0%	0%
05-120-810-54110	Telephone Expense	2,879	3,500	1,762	3,500	0%	**3,500**	0.4%	0%	0%
05-120-810-54130	Postage and Delivery	21	-	-	-		-	0.0%		
05-120-810-54200	Printing	-	250	51	250	0%	**400**	0.0%	60%	60%
05-120-810-54500	Insurance	2,903	2,800	2,043	2,728	-3%	**2,800**	0.3%	3%	0%
05-120-810-54610	Repairs & Maint. - Equipment	-	1,000	-	1,000	0%	**1,000**	0.1%	0%	0%
05-120-810-54650	Repairs & Maint. - Vehicles	3,598	5,500	1,730	4,000	-27%	**5,500**	0.7%	38%	0%
05-120-810-55100	Office Supplies	1,875	2,500	1,050	2,500	0%	**2,500**	0.3%	0%	0%
05-120-810-55110	Office Expense - Other	1,039	3,000	648	1,500	-50%	**3,000**	0.4%	100%	0%
05-120-810-55400	Dues and Subscriptions	-	500	305	350	-30%	**500**	0.1%	43%	0%
05-120-810-55420	Seminars and Conferences	125	2,000	195	1,500	-25%	**2,000**	0.2%	33%	0%
05-120-810-55430	Staff Training and education	120	4,000	400	4,000	0%	**4,000**	0.5%	0%	0%
	Total Other:	158,987	73,750	41,346	92,528	25%	**91,100**	11.1%	-2%	24%
	TOTAL	648,836	744,738	459,552	722,036	-3%	**821,397**	100.0%	14%	10%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Maintenance Administration - 810**

05-120-810-53122	**Maintenance Program Support**	**Account Budget:**	**$15,200**
Support for various contracts within the Maintenance Dept.			15,200
05-120-810-53124	**Mitigation Maintenance Support**	**Account Budget:**	**$17,000**
Covers the funds necessary to provide Mitigation Maintenance Support/Management for the Mitigation Area Maintenance Services Purchase Order. (Atkins)			17,000
05-120-810-53126	**Pavement Management System**	**Account Budget:**	**$20,000**
Pavement Management System			20,000
05-120-810-54010	**Travel**	**Account Budget:**	**$2,500**
Various travel needs for professional development seminars/conferences.			2,500
05-120-810-54012	**Reimbursed Local Travel**	**Account Budget:**	**$200**
Mileage, toll and parking reimbursement for in town non-Authority vehicle travel as needed.			200
05-120-810-54020	**Gasoline**	**Account Budget:**	**$11,000**
To cover the cost of gasoline for five Authority vehicles driven by Maintenance Department employees.			11,000
05-120-810-54110	**Telephone Service**	**Account Budget:**	**$3,500**
Cell phone service for five Maintenance Department employees.			3,500
05-120-810-54200	**Printing**	**Account Budget:**	**$400**
Printing needs such as business cards, special reports and documents that cannot be done in house.			400
05-120-810-54500	**Insurance**	**Account Budget:**	**$2,800**
This figure is derived based on actual costs for vehicle insurance.			2,800
05-120-810-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$1,000**
R&M as needed.			1,000
05-120-810-54650	**Repairs & Maint. - Vehicles**	**Account Budget:**	**$5,500**
R&M as needed for five Authority maintenance vehicles.			5,500
05-120-810-55100	**Office Supplies**	**Account Budget:**	**$2,500**
Basic office supply needs for the Department.			2,500
05-120-810-55110	**Office Expense - Other**	**Account Budget:**	**$3,000**
Furniture, etc. under $5,000			3,000
05-120-810-55400	**Dues and Subscriptions**	**Account Budget:**	**$500**
Needed for staff members in professional organizations and trade subscriptions.			500
05-120-810-55420	**Seminars and Conferences**	**Account Budget:**	**$2,000**
Fees for seminars and conferences attended by staff for professional development.			2,000
05-120-810-55430	**Staff Training and Education**	**Account Budget:**	**$4,000**
Specific training for staff such as Fiber Optic Network (FON) Certification courses and Safety Inspection of In-Service Bridges.			4,000

Expressway Operations

Central Florida Expressway Authority
Maintenance - Expressway Operations
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-120-820-51200	Salaries and Wages	$ 139,843	$ 134,067	$ 87,599	$ 130,987	-2%	$ **138,089**	2.8%	5%	3%
05-120-820-52100	Soc Sec & Medicare Expense	10,760	9,741	6,403	9,720	0%	**9,774**	0.2%	1%	0%
05-120-820-52210	Retirement Contributions -FRS	7,321	9,318	6,114	9,130	-2%	**10,232**	0.2%	12%	10%
05-120-820-52300	Life and Health Insurance	32,383	23,924	15,543	24,168	1%	**25,967**	0.5%	7%	9%
05-120-820-52310	State Assessment	350	274	211	272	-1%	**274**	0.0%	1%	0%
05-120-820-52400	Workers Compensation	245	202	162	254	26%	**577**	0.0%	127%	186%
	Total Salaries & Benefits	190,902	177,526	116,032	174,531	-2%	**184,913**	3.8%	6%	4%
FIBER OPTIC NETWORK (FON)										
05-120-820-53125	FON Program Support	116,553	152,200	110,817	152,000	0%	**170,000**	3.5%	12%	12%
05-120-820-54612	Maintenance FON Locates	13,634	14,980	8,179	15,000	0%	**16,500**	0.3%	10%	10%
05-120-820-54625	Repairs & Maint. - Fiber Optic Network	154,724	295,280	212,428	400,000	35%	**400,000**	8.2%	0%	35%
	Total Fiber Optic Network:	284,911	462,460	331,424	567,000	23%	**586,500**	12.0%	3%	27%
LAW ENFORCEMENT										
5-120-820-53440	Florida Highway Patrol Services	986,036	713,707	294,561	713,707	0%	**785,275**	16.1%	10%	10%
5-120-820-54110	Telephone Expense	4,285	7,300	2,611	7,000	-4%	**7,000**	0.1%	0%	-4%
	Total Law Enforcement:	990,321	721,007	297,172	720,707	0%	**792,275**	16.2%	10%	10%
05-120-820-53444	**Motorist Service Patrol Agreement**	1,121,354	1,123,763	790,587	1,401,600	25%	**1,065,024**	21.8%	-24%	-5%
INTELLIGENT TRANSPORTATION SYSTEM (ITS)										
05-120-820-53123	Maintenance Program Support - ITS	513,417	681,500	356,085	681,500	0%	**795,700**	16.3%	17%	17%
05-120-820-53411	Contract Personnel - ITS	-	250,000	-	250,000	0%	**-**	0.0%	-100%	-100%
05-120-820-54615	Maintenance - ITS Infrastructure	876,076	1,099,350	614,318	1,099,350	0%	**1,288,280**	26.4%	17%	17%
	Total ITS Infrastructure Maintenance	1,389,493	2,030,850	970,403	2,030,850	0%	**2,083,980**	42.6%	3%	3%

Central Florida Expressway Authority
Maintenance - Expressway Operations
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	**2015 Annual Budget**	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
OTHER EXPENSES										
05-120-820-53110	Consultant Fees	85,000	50,000	-	50,000	0%	**50,000**	1.0%	0%	0%
05-120-820-54010	Travel	2,129	3,000	619	3,000	0%	**4,000**	0.1%	33%	33%
05-120-820-54012	Reimbursed Local Travel	122	1,650	51	1,650	0%	**1,650**	0.0%	0%	0%
05-120-820-54020	Gasoline	5,028	5,600	2,831	5,600	0%	**5,600**	0.1%	0%	0%
05-120-820-54130	Postage & Delivery	553	-	-	250		-	0.0%	-100%	
05-120-820-54200	Printing	36	80	-	80	0%	**80**	0.0%	0%	0%
05-120-820-54300	Utilities	102,801	95,000	62,873	95,000	0%	**100,000**	2.0%	5%	5%
05-120-820-54500	Insurance	713	610	416	556	-9%	**585**	0.0%	5%	-4%
05-120-820-54650	Repairs & Maint. - Vehicles	1,259	1,300	988	1,800	38%	**2,000**	0.0%	11%	54%
05-120-820-55100	Office Supplies	974	800	430	800	0%	**800**	0.0%	0%	0%
05-120-820-55110	Office Expense - Other	1,087	1,500	388	1,500	0%	**1,500**	0.0%	0%	0%
05-120-820-55400	Dues & Subscriptions	550	1,000	740	1,500	50%	**1,500**	0.0%	0%	50%
05-120-820-55420	Seminars and Conferences	1,585	2,000	305	2,000	0%	**2,000**	0.0%	0%	0%
05-120-820-55430	Staff Training and Education	-	-	-	-		**6,000**	0.1%		
	Total Other:	201,837	162,540	69,641	163,736	1%	**175,715**	3.6%	7%	8%
	SUBTOTAL	4,178,818	4,678,146	2,575,259	5,058,424	8%	**4,888,407**	100%	-3%	4%
CAPITAL EXPENDITURES										
05-120-820-56400	General Equipment	-	-	-	-		**7,000**			
05-120-820-56700	Software	-	-	-	-		**61,720**			
	Total Capital Expenditures:	-	-	-	-		**68,720**			
	TOTAL	4,178,818	4,678,146	2,575,259	5,058,424	8%	**4,957,127**	100.0%	-2%	6%
OFFSETTING REVENUES										
05-100-000-33300	Misc. Rev. - FON Lease	(649,335)	(664,472)	(442,245)	(664,222)	0%	**(674,748)**		2%	2%
	NET TOTAL COST TO CFX	3,529,483	4,013,674	2,133,014	4,394,202	9%	**4,282,379**		-3%	7%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Expressway Operations - 820**

05-120-820-53110 Consultant Fees **Account Budget:** **$50,000**

Cost of UCF Phase II wrong way driving study up to a maximum of $50,000. 50,000

05-120-820-53123 Maintenance Program Support - ITS **Account Budget:** **$795,700**

795,700

Covers the costs that are invoiced to the Authority by the General Engineering Consultant (GEC) to support the management and maintenance of the ITS infrastructure completed, in use and under maintenance in FY 2015. Includes coordination with the maintenance contractors, providing technical support to ensure that ITS projects are performing as intended to help the Authority manage traffic and accidents/incidents. The ITS projects needing this support are DCS upgrade, SR429 ITS implementation and ITS FON documentation. Our system contains a total of 168 cameras, the Data Server used to measure and calculate travel times and inform customers of traffic conditions, 139 data collections sensors (DCS) to support the travel time program, 52 single line DMS Signs and 36 three line DMS Signs that are now in operation plus (393) TMS that are now online. The GEC will also generate performance measures report for the CFX monthly statistics manual. Performance measures are being developed from archived data server travel time information. The budget amount requested for FY 2015 is $114,200 higher than FY 2014. The increase is due to the update to 2014 rates from 2013 (9,000), Staff from Montgomery Consulting Group (W/MBE) (18,000), SunGuide onsite support rates increase (53,000) and part time staffing of the ITS Control Room (34,200). Additional cost represents 2014 billing rates and additional hours for Road Ranger and FHP coordination. This scope includes the following: Support Authority staff with regional operations and ITS coordination with partner agencies. Assist Authority staff with coordinating activities and evaluating operational data associated with the Road Ranger Motorist Assistance Service Patrol and dedicated Florida Highway Patrol (FHP) law enforcement contracts. Support the development of and updates to the Expressway Operations budget projections (ITS Projects). Support the application for and development of Industry trade publications, recognition programs, and conference presentations highlighting Expressway Cperations efforts and achievements. Provide status updates on Expressway Operations Program Activities. Develop briefing materials for Authority Board members and management staff on Expressway Operations efforts. Provide technical analysis of technologies and operational strategies that could benefit Expressway Operations. Provide half-time support for staffing of ITS control room for 12 months.

05-120-820-53125 FON Program Support **Account Budget:** **$170,000**

170,000

Covers the costs that are invoiced to CFX by the General Engineering Consultant (GEC) to support the Fiber Optic Network (FON) maintenance program activities. Includes coordination with contractor (Century Link, Inc./ PCS) on alarms, contract administration and verification of pay requests, overall project management for the (Century Link, Inc./ PCS) contract, FON utility coordination, update of FON drawings, Internet Protocol (IP) Network alarm coordination and coordination of maintenance activities with Juniper Networks and Extreme Networks. The proposed figure of $170,000 is slightly higher than the current year figure of $152,200. This level of technical support from the GEC will be similar during FY 2015, however the rates have been adjusted from 2013 to 2014 rates. We also will have a new contractor so there will be some learning curve at the beginning of the contract. This contract ensures Authority's Fiber Optics Communications Network is reliable and consistently on line and in service protecting our revenue collection data.

05-120-820-53440 Florida Highway Patrol Services **Account Budget:** **$785,275**

785,275

This budget item is to pay the Florida Highway Patrol (FHP) for dedicated law enforcement services on the CFX expressway system in accordance with the contract between FHP and CFX executed October 27, 2000. The original contract stipulates that eight (8) troopers will be provided to patrol the expressway system two (2) shifts per day for 16 hours, 365 days per year. This covers salaries, benefits, expenses, patrol vehicle operating costs, risk management, laptop expense, HR Resources and salary incentive payments. The proposed figure of $785,275 for FHP services is an increase of $71,568 over revised current year figure of $713,707. This $71,568 increase is due to increased rates FY 2015 in salaries and includes the replacement of one (1) existing patrol car cost of $28,805. *With the addition of Wekiva Parkway construction completion, these services will need to be expanded in the future.

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Expressway Operations - 820**

05-120-820-53444 Motorist Service Patrol **Account Budget:** **$1,065,024**

1,065,024

CFX and Florida Turnpike Services of Florida executed a new contract in 2013 for the provision of Motorist Assistance Service on the CFX expressway system and portions of the Florida Turnpike. The Florida Turnpike Enterprise District of Florida Department of Transportation reimburses CFX for that portion of service on the Turnpike system through a separate interlocal agreement. The funding requested will support the Authority's net share of the cost for providing the service. Currently, the service runs from 6:00 A.M. to 8:00 P.M., seven (7) days a week using six (6) vehicles. This contract will continue the partnership with the Florida Turnpike Enterprise. The current year net cost to CFX for the service is $1,065,024 versus the estimated net cost for the contract service in FY 2013/14 at $1,123,763, a $58,739 decrease after the procurement of the contract in September 2013. The cost covers the additional new vehicles and staff. The budget number was calculated by taking the total contract value of $7,572,000 subtracting $287,000 mobilization fee and $88,891 for new signs, which was invoiced in the first year and dividing the total by five (5) and discounting for the net amount to CFX. This number should be consistent for the next four (4) years upon extension of the current contract. *With the addition of Wekiva Parkway construction completion, these services will need to be expanded in the future.

05-120-820-54010 Travel **Account Budget:** **$4,000**

4,000

Funding is requested to allow travel and attendance at appropriate committee meetings, conferences and project business relating to Expressway Operations and particularly those that speak to issues of maximizing the roadway capacity of the CFX expressway system. Examples of proposed conferences and committee meetings are Team Florida, ITS America, ITS Florida (ITS 3C summit), IBTTA, ITE, FES Leadership institute and Transportation Research Board. The proposed figure of $4,000.00 is $1,000 more than FY 13/14. It represents the estimated costs to attend up to five (5) meeting/conferences during FY 2015 that would provide direct benefits to CFX in more efficient management of the expressway systems.

05-120-820-54012 Reimbursed Local Travel **Account Budget:** **$1,650**

1,650

To pay for local mileage travel by CFX staff using personal vehicles on CFX business to include mileage costs, parking, charges and tolls. This budget would not cover any authorized overnight travel which would cover under a separate budget category. This will include local travel to Metroplan Orlando, Florida's Turnpike Enterprise, FDOT District 5 Deland, and other FDOT district RTMC's. This budget is the same as the previous year.

05-120-820-54020 Gasoline **Account Budget:** **$5,600**

5,600

The proposed budget figure is to pay for gasoline for one (1) vehicle owned by the Authority. One (1) vehicle operated by the Authority Fiber Optic Network technician. The Fiber Optic Technician is responsible for providing locate services for requests (tickets) received from Sunshine One Call to establish location flags depicting the actual alignment of the Authority's Fiber Optic Network to protect it from damage by those that would be excavating/performing construction activity in the vicinity. This Service was formerly done by a consultant under contract to the Authority but is now accomplished by in house staff in the Maintenance department. The $5,600.00 is for the Manager of Expressway operations using a pool vehicle instead of a full time assigned vehicle. Cost determination for one (1) vehicle. 1) 25,000 miles at 17 MPG x $3.75/gal = $5,514.71 Rounded to = $5,600.00

05-120-820-54110 Telephone Service **Account Budget:** **$7,000**

7,000

Telephone service is provided by CFX for each of the nine (9) troopers on the CFX FHP Squad. Nextel "Direct Connect" phones are provided to the FHP Troopers for communication with the "Road Rangers." CFX Maintenance Staff and to the VES office for direct communication in their toll violation enforcement activity. The proposed cost also includes the cell phone used by the Manager of Expressway Operations. The requested figure of $7,000 is $300 less due to current usage rates from 13/14.

05-120-820-54130 Postage and Delivery **Account Budget:** **$0**

0

This line item is being paid for by the General Administration cost center.

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Expressway Operations - 820**

05-120-820-54200 Printing **Account Budget: $80**

For special printing needs that cannot be done in house such as business cards, special reports and documents. It also includes a distribution of costs for in house printing machine expense for that portion assessed to Expressway Operations. The requested figure of $80.00 is a consistent with the previous year. 80

05-120-820-54300 Utilities **Account Budget: $100,000**

The funds requested are to pay the costs for commercial electric power for 168 CCTV camera locations, 139 Data Collection Sensor (DCS) and 36 three (3) line DMS Signs throughout the CFX Expressway System. All of these devices and associated equipment were installed as part of the Authority's Intelligent Transportation Systems (ITS) Program. These projects help the Authority better manage accidents/incidents by monitoring traffic more efficiently and provide travel time information to our customers. 100,000

05-120-820-54500 Insurance **Account Budget: $585**

Funding is requested to insure one (1) vehicle owned by the Authority. The vehicle is operated by the Authority Fiber Optic Network Technician performing locates of the Fiber Optic Network on the CFX Expressway System. 585

05-120-820-54612 Maintenance FON Locates **Account Budget: $16,500**

This item provides funding to support expenses associated with performing "locates" of the Authority's Fiber Optic Network (FON) in response to ticket requests from Sunshine One Call of Florida. The FON is installed on both sides of the entire CFX Expressway System. It is necessary to "locate" the FON System to prevent conflicts and damage to the fiber ahead of construction and maintenance activities. The FON is the communication medium for the Authority's Electronic Toll Collection (ETC) System and telephone communication between toll plazas, E-PASS service centers and the CFX administration building. It also provides communication for all devices installed under the Authority's Intelligent Transportation System projects, 168 CCTV cameras, 139 Data Collections Sensors, 36 three (3) line DMS Signs and 52 single line DMS Signs. We also are maintaining 393 TMS system wide through the 511 project. CFX staff responds to Sunshine One Call "locate" tickets which will cost about $1,040 per month which are calculated below with additional related expenses. 1) Tickets $1,040.00 per month x12 = $12,480.00 2) Locate tape, Locate paint and FON Marker establishment/replacement expense = $ 2,500.00 Total: $14,980.00 The addition of a 10 percent contingency due to the size of the I-4, and All Aboard Florida projects equals a budget of 16,478 which rounds to $16,500. The locates are now performed in house by the CFX Fiber Optic Network Technician whose salary and benefits costs are included in the CFX Maintenance budget. Locate tasks were previously performed by a consultant under contract to CFX and have been brought in house as a more cost effective method to perform the work. 16,500

05-120-820-54615 Maintenance - ITS Infrastructure **Account Budget: $1,288,280**

This budget item is to support maintenance costs for all the ITS projects that have been implemented together with those signs and devices installed and brought on line during FY 2013/14. We maintain ITS infrastructure including CCTV Cameras, 393 TMS, Data Collection Sensors, Portable DMS Signs, Single line DMS Signs approaching toll plazas and three (3) line DMS Signs for displaying of travel time at key locations on the CFX Expressways. Data Server Software and equipment have been installed to develop travel time information and the project has now transitioned to the Maintenance and Support Phase. The FY 2014/15 budget request also includes funding for Data Server Software and the data server maintenance $1,288,280 which is $188,930 higher than the FY 2013/14 budget of $1,099,350. The increase in costs is attributed to extending additional CCTV, Data Collection Sensors, TMS and DMS brought on line on the SR429 project contingency for repairs coordination with massive I-4 and All Aboard FL projects of $18,500. 1,288,280

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Expressway Operations - 820**

05-120-820-54625 Repairs & Maint. - Fiber Optic Network **Account Budget:** **$400,000**

400,000

Funds are requested to pay for monitoring, maintenance and repair of the Authority's Fiber Optic Communications Network (FON). The FON provides communication between all the toll plazas for The Electronic Toll Collection (ETC) System and also communication to support The Intelligent Transportation (ITS) projects. The funds are to pay the contractor for performing the FON monitoring and maintenance with an additional amount for time and material costs for repair that exceeds routine monitoring and maintenance requirements. The funds also support a contract for technical assistance advice and replacements parts for certain major items of network switching equipment and another service contract for maintenance of firewalls that provide security to the CFX Network. The proposed figure of $400,000 is $104,720 higher than the current year (2013/14) figure of $295,280.00. The funds requested for FY 2014/15 reflect the existing contracts will cost CFX to adequately repair and maintain the FON based on our ITS projects that have been implemented together with those signs and devices installed and brought on line during FY 2013/14. This would also help us avoid any risk with fiber repair that may come with the massive I-4 and All Aboard Florida Construction projects.

05-120-820-54650 Repairs & Maint. - Vehicles **Account Budget:** **$2,000**

2,000

Budget request is to pay maintenance and repair costs for one (1) vehicle owned by The Authority. This vehicle is operated by the by the CFX Fiber Optic Network technician. As of February 11, 2014 the vehicle has 86,000 miles (FON technician). This estimate was based on previous repairs averaging 1,890.46 per 12 month period.

05-120-820-55100 Office Supplies **Account Budget:** **$800**

800

The proposed figure of $800.00 represents the estimated needs for Expressway Operations for FY 2014/15 which is the same as the previous year. This covers the ITS control room and also the office supplies for the Administrative Assistant for Construction, Maintenance, Design Project Management and Expressway Operations.

05-120-820-55110 Office Expense - Other **Account Budget:** **$1,500**

1,500

This budget request is to cover the cost of acquiring office furniture, desk, chair, bookshelves and credenza if needed for the ITS Control Room or Expressway Operations Director.

05-120-820-55400 Dues and Subscriptions **Account Budget:** **$1,500**

1,500

These funds are requested to pay for dues to professional organizations related to Expressway Operations business. Includes purchase of publications and manuals from FDOT, AASHTO, ITE and other organizations that provide guidance, specifications and current processes/procedures in the traffic operational aspects of the CFX Expressway System. Payment of CFX dues to ITS Florida is included in this proposal figure which remains the same $420 as FY 2013/2014. This figure is the same as last fiscal year.

05-120-820-55420 Seminars and Conferences **Account Budget:** **$2,000**

2,000

The required funds will support training and education in the design, installation and maintenance of Fiber Optic Networks and for management and maintenance of ITS infrastructure. ITS infrastructure includes Closed Circuit Television Cameras (CCTV), Data Collection Sensors, Dynamic Message Signs and data servers which will equip CFX operations staff to better manage these facilities that have been installed. Funding requested will support up to three (3) sessions in the $400.00 to $600.00 per session cost range. These seminars will be important for PDH's continuing education to maintain P.E. License.

05-120-820-55430 Staff Training and Education **Account Budget:** **$6,000**

6,000

The proposed figure of $6,000 represents the estimated needs for Expressway Operations for FY 2014/15. This investment will pay for ONE (1) of the following ENA certification (Extreme networks) or Operations Academy hosted by the University of Maryland. Both would be beneficial to the operations director here at CFX.

05-120-820-56400 General Equipment **Account Budget:** **$7,000**

7,000

Funding is requested to potentially acquire (1) one Trimble device used by the FON Locate Technician. This GPS device will be to maintain the OSP insight database with accurate up to date GPS information. The cost is approximately 5,000. I also added an additional 2,000 for laptop or tablet to access OSP insight in the field. This database can save us cost in the future by making our fiber locating process more accurate.

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Expressway Operations - 820**

05-120-820-56700	**Software**	**Account Budget:**	**$61,720**
This is for the Application development stage of data server enhancements.			61,720

Routine Maintenance

Central Florida Expressway Authority
Routine Maintenance Detail

Description		2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Projected Budget Var. %	2015 Annual Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
A. Comprehensive Maintenance Contracts									
05-120-XXX-54702	Roadway and Bridges Maintenance	$ 5,006,106	$ 5,202,100	$ 2,650,842	$ 5,202,100	0%	$ 5,209,443	0%	0%
05-120-XXX-54704	Landscape Area Maintenance	3,308,776	3,539,900	1,729,661	3,539,900	0%	3,771,000	7%	7%
	Total Maintenance Contracts	8,314,882	8,742,000	4,380,503	8,742,000	0%	8,980,443	3%	3%
B. Pavement									
05-120-XXX-54710	Asphalt Repair	-	-	-	-		-		
05-120-XXX-54712	Base Repair	-	-	-	-		-		
05-120-XXX-54714	Concrete Pavement Joint Repair	-	-	-	-		-		
05-120-XXX-54716	Concrete Slope Pavement Joint Repair	-	-	-	-		-		
05-120-XXX-54718	Concrete Paving Surface Repair	-	-	-	-		-		
	Total Pavement Maintenance	-	-	-	-		-		
C. Drainage									
05-120-XXX-54720	Clean Drainage Structures	-	-	-	-		-		
05-120-XXX-54721	Repair/Replace Drains	-	-	-	-		-		
05-120-XXX-54722	Concrete Repair Slope & Ditch Pavement	-	-	-	-		-		
05-120-XXX-54724	Clean and Reshape Ditches	-	-	-	-		-		
05-120-XXX-54726	Mitigation Area Maintenance	13,435	21,000	5,250	21,000	0%	21,000	0%	0%
05-120-XXX-54728	Road Sweeping (Mechanical)	-	-	-	-		-		
	Total Drainage Maintenance	13,435	21,000	5,250	21,000	0%	21,000	0%	0%
D. Bridge Maintenance									
05-120-XXX-54731	Bridge Inspection	91,040	142,000	126,931	142,000	0%	161,000	13%	13%
	Total Bridge Routine Maintenance	91,040	142,000	126,931	142,000	0%	161,000	13%	13%
E. Roadside/Shoulder									
05-120-XXX-54732	Sodding	-	-	-	-		-		
05-120-XXX-54736	Reworking Shoulders, Slopes, Ditches	-	-	-	-		-		
05-120-XXX-54738	Fence Repair	-	-	-	-		-		
	Total Shoulder Maintenance	-	-	-	-		-		
F. Traffic Services									
05-120-XXX-54740	Delineators and Type 2 Object Markers	-	-	-	-		-		
05-120-XXX-54741	Sign Maintenance/Inspection	199,893	236,000	52,235	236,000	0%	322,000	36%	36%
05-120-XXX-54742	Temp. Barricades & Message Signs	315	15,000	786	15,000	0%	15,000	0%	0%
05-120-XXX-54743	Guardrail Repair	-	-	-	-		-		
05-120-XXX-54745	Attenuator Repair	-	-	-	-		-		
05-120-XXX-54746	Pavement Markings	-	-	-	-		-		
05-120-XXX-54747	Raised Pavement Marker Replacement	-	-	-	-		-		
05-120-XXX-54748	Highway Lighting Maintenance	-	-	-	-		-		
05-120-XXX-54749	Traffic Signals and Lights	-	65,800	-	65,800		69,500	6%	6%
	Total Traffic Services	200,208	316,800	53,021	316,800	0%	406,500	28%	28%
G. Vegetation & Aesthetics									
05-120-XXX-54759	Aquatics	39,419	125,000	44,888	125,000	0%	164,250	31%	31%
05-120-XXX-54760	Large Machine Mowing(Incl. Hand & Small Machine)	-	-	-	-		-		
05-120-XXX-54761	Wildflowers	-	-	-	-		-		
05-120-XXX-54762	Fertilizing	-	-	-	-		-		
05-120-XXX-54764	Tree Trimming and Removal	64,350	-	-	-		-		
05-120-XXX-54766	Chemical Weed and Grass Control	-	-	-	-		-		
05-120-XXX-54768	Graffiti Removal	-	-	-	-		-		
05-120-XXX-54769	Roadside Litter Removal (emerg debris /dead anima	-	-	-	-		-		
	Total Vegetation & Aesthetics	103,769	125,000	44,888	125,000	0%	164,250	31%	31%
H. Other Maintenance									
05-120-XXX-54770	Emergency Maintenance	-	-	-	-		-		
05-120-XXX-54772	Railroad Crossing Maintenance	-	-	-	-		-		
05-120-XXX-55700	Contingency Project(s)	525	45,000	3,336	45,000	0%	45,000	0%	0%
05-120-XXX-58905	Insurance Proceeds	-	-	-	-		-		
	Total Other Maintenance	525	45,000	3,336	45,000	0%	45,000	0%	0%
I. FDOT Services		44,018	-	38,089	36,500		-	-100%	
Total Routine Maintenance		8,767,875	9,391,800	4,650,018	9,428,300	0%	9,778,193	4%	4%

BUDGET FISCAL YEAR 2015

ROUTINE MAINTENANCE ACTIVITIES (ROADWAY)

Account # 05-120-XXX	Description	SR 408 East - West Expressway	SR 528 Beachline Expressway	SR 417 Greeneway Expressway	SR 429 Western Expressway	SR 414 John Land Apopka Expressway	FY Total
	A. Comprehensive Maintenance Contracts						
54702	Roadway & Bridges Maintenance	$ 1,006,000	$ 943,943	$ 1,335,500	$ 1,480,000	$ 444,000	$ 5,209,443
54704	Landscape Maintenance Service	1,300,000	615,000	700,000	994,000	162,000	3,771,000
	Total	2,306,000	1,558,943	2,035,500	2,474,000	606,000	8,980,443
	B. Pavement Maintenance						
54710	Asphalt Repair	$ -	$ -	$ -	$ -	$ -	$ -
54712	Base Repair	-	-	-	-	-	-
54714	Concrete Pavement Joint Repair	-	-	-	-	-	-
54716	Concrete Slope Pavement Joint Repair	-	-	-	-	-	-
54718	Concrete Pavement Surface Repair	-	-	-	-	-	-
	Total	-	-	-	-	-	-
	C. Drainage						
54720	Clean Drainage Structures	$ -	$ -	$ -	$ -	$ -	$ -
54721	Repair/Replace Drains	-	-	-	-	-	-
54722	Concrete Repair Slope & Ditch Pavement	-	-	-	-	-	-
54724	Roadside Ditches - Clean and Reshape	-	-	-	-	-	-
54726	Mitigation Area Maintenance	18,500	-	2,500	-	-	21,000
54728	Road Sweeping	-	-	-	-	-	-
	Total	18,500	-	2,500	-	-	21,000
	D. Bridge Routine Maintenance						
54731	Bridge Inspection	45,000	17,500	10,000	68,500	20,000	161,000
	Total	45,000	17,500	10,000	68,500	20,000	161,000
	E. Roadside Maintenance						
54732	Shoulder Sodding	$ -	$ -	$ -	$ -	$ -	$ -
54734	Shoulder Seeding, Fertilizing and Mulching	-	-	-	-	-	-
54736	Reworking Non-Paved Shoulder, Slopes, Ditches	-	-	-	-	-	-
54738	Fence Repair	-	-	-	-	-	-
	Total	-	-	-	-	-	-

Account # 05-120-XXX	Description	SR 408 East - West Expressway	SR 528 Beachline Expressway	SR 417 Greeneway Expressway	SR 429 Western Expressway	SR 414 John Land Apopka Expressway	FY Total
	F. Traffic Services						
54740	Delineators and Object Marker Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
54741	Sign Maintenance/Inspection	111,000	40,000	73,000	64,000	34,000	322,000
54742	Temporary Barricades and Message Signs	15,000	-	-	-	-	15,000
54743	Guardrail Repair	-	-	-	-	-	-
54745	Attenuator Repair	-	-	-	-	-	-
54746	Pavement Markings	-	-	-	-	-	-
54747	Raised Pavement Marker Replacement	-	-	-	-	-	-
54748	Highway Lighting Maintenance	-	-	-	-	-	-
54749	Traffic Signals and Lights	27,000	4,000	23,000	10,000	5,500	69,500
	Total	153,000	44,000	96,000	74,000	39,500	406,500
	G. Vegetation and Aesthetics						
54759	Aquatic	$ 17,750	$ 23,500	$ 94,000	$ 25,000	$ 4,000	$ 164,250
54760	Mowing	-	-	-	-	-	-
54761	Wildflowers	-	-	-	-	-	-
54762	Fertilizing	-	-	-	-	-	-
54764	Tree Trimming and Removal	-	-	-	-	-	-
54766	Chemical Weed and Grass Control	-	-	-	-	-	-
54768	Graffiti Removal	-	-	-	-	-	-
54769	Roadside Litter Removal	-	-	-	-	-	-
	Total	17,750	23,500	94,000	25,000	4,000	164,250

Account # 05-120-XXX	Description	SR 408 East - West Expressway	SR 528 Beachline Expressway	SR 417 Greeneway Expressway	SR 429 Western Expressway	SR 414 John Land Apopka Expressway	FY Total
	H. Other Maintenance						
54770	Emergency Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
54772	Railroad Crossing Maintenance	-	-	-	-	-	-
55700	Contingency	10,000	10,000	10,000	10,000	5,000	45,000
58905	Insurance Proceeds	-	-	-	-	-	-
	Total	10,000	10,000	10,000	10,000	5,000	45,000
	IV. FDOT SERVICES						
	Total FDOT Services	$0	$0	$ -	$ -	$ -	$0
	Total	-	-	-	-	-	-
	Grand Total Roadway	**$ 2,550,250**	**$ 1,653,943**	**$ 2,248,000**	**$ 2,651,500**	**$ 674,500**	**$ 9,778,193**

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: 408 - 408**

05-120-408-54702 **Roadway and Bridges Maintenance**	**Account Budget:**	**$1,006,000**
Jorgensen Contract Services (JCS) (000761) - NTP 7/1/11 (5 year term w/ one 5 year renewal)		1,006,000
05-120-408-54704 **Landscape Maintenance Service**	**Account Budget:**	**$1,300,000**
Groundtek of Central Florida (000965) - NTP 11/15/13 (3 year term w/ 2 one year renewals)		1,300,000
05-120-408-54726 **Mitigation Area Maintenance**	**Account Budget:**	**$18,500**
Aquatic Weed Control, Inc. - Maintenance (clearing and grubbing) of wetland mitigation sites. Managed by Atkins.		18,500
05-120-408-54731 **Bridge Inspection**	**Account Budget:**	**$45,000**
KCA (000848) - Inspection of all LPA & Non-LPA Bridges. (31 bridges due this FY)		45,000
05-120-408-54741 **Sign Maintenance/Inspection**	**Account Budget:**	**$111,000**
Ayers Associates, Inc (000988) - Systemwide Overhead Sign Inspection Services. (110 signs due this FY) Transcore (000720) - Single line DMS Maintenance		111,000
05-120-408-54742 **Temporary Barricades and Message Signs**	**Account Budget:**	**$15,000**
Bob's Barricades (000867) - Systemwide traffic control devices		15,000
05-120-408-54749 **Traffic Signals and Lights**	**Account Budget:**	**$27,000**
Traffic Signal Maintenance Agreement 000286 - Orange County Traffic Signal Maintenance Agreement (# TBD) - City of Orlando		27,000
05-120-408-54759 **Aquatic Maintenance**	**Account Budget:**	**$17,750**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)		17,750
05-120-408-55700 **Contingency**	**Account Budget:**	**$10,000**
For any unanticipated maintenance costs on SR 408.		10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: 414 - 414**

05-120-414-54702	**Roadway and Bridges Maintenance**	**Account Budget:**	**$444,000**
Infrastructure Corporation of America (ICA) - NTP 7/1/10 (5 year term w/ one 5 YR Renewal)			444,000
05-120-414-54704	**Landscape Maintenance Service**	**Account Budget:**	**$162,000**
Groundtek of Central Florida (000830) - NTP 11/3/11 (3 year term w/ 2 one year renewals)			162,000
05-120-414-54731	**Bridge Inspection**	**Account Budget:**	**$20,000**
KCA (000848) - Inspection of all LPA & Non-LPA Bridges (16 bridges due this FY)			20,000
05-120-414-54741	**Sign Maintenance/Inspection**	**Account Budget:**	**$34,000**
Ayers Associates, Inc (000988) - Systemwide Overhead Sign Inspection Services. (33 signs due this FY)			34,000
Transcore (000720) - Single line DMS Maintenance			
05-120-414-54749	**Traffic Signals and Lights**	**Account Budget:**	**$5,500**
Traffic Signal Maintenance Agreement 000286 - Orange County			5,500
05-120-414-54759	**Aquatic Maintenance**	**Account Budget:**	**$4,000**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)			4,000
05-120-414-55700	**Contingency**	**Account Budget:**	**$5,000**
For any unanticipated maintenance costs on SR 414.			5,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: 417 - 417**

05-120-417-54702	**Roadway and Bridges Maintenance**	**Account Budget:**	**$1,335,500**
Jorgensen Contract Services (JCS) (000761) - NTP 7/1/11 (5 year term w/ one 5 year renewal)			1,335,500
05-120-417-54704	**Landscape Maintenance Service**	**Account Budget:**	**$700,000**
Groundtek of Central Florida (000965) - NTP 11/15/13 (3 year term w/ 2 one year renewals)			700,000
05-120-417-54726	**Mitigation Area Maintenance**	**Account Budget:**	**$2,500**
Aquatic Weed Control, Inc. - Maintenance (clearing and grubbing) of wetland mitigation sites			2,500
05-120-417-54731	**Bridge Inspection**	**Account Budget:**	**$10,000**
KCA (000848) - Inspection of all LPA & Non-LPA Bridges. (5 bridges due this FY)			10,000
05-120-417-54741	**Sign Maintenance/Inspection**	**Account Budget:**	**$73,000**
Ayers Association, Inc (000988) - Systemwide Overhead Sign Inspection Services. (75 signs due this FY) Transcore (000720) - Single line DMS Maintenance			73,000
05-120-417-54749	**Traffic Signals and Lights**	**Account Budget:**	**$23,000**
Traffic Signal Maintenance Agreement 000286 - Orange County Traffic Signal Maintenance Agreement (# TBD) - City of Orlando			23,000
05-120-417-54759	**Aquatic Maintenance**	**Account Budget:**	**$94,000**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)			94,000
05-120-417-55700	**Contingency**	**Account Budget:**	**$10,000**
For any unanticipated maintenance costs on SR 417.			10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: 429 - 429**

05-120-429-54702	**Roadway and Bridges Maintenance**	**Account Budget:**	**$1,480,000**
Infrastructure Corporation of America (ICA) (000689) - NTP 7/1/10 (5 year term w/ one 5 YR Renewal)			1,480,000
05-120-429-54704	**Landscape Maintenance Service**	**Account Budget:**	**$994,000**
Groundtek of Central Florida (000830) - NTP 11/3/11 (3 year term w/ 2 one year renewals)			994,000
05-120-429-54731	**Bridge Inspection**	**Account Budget:**	**$68,500**
KCA (000848) - Inspection of all LPA & Non-LPA Bridges (57 bridges due this FY)			68,500
05-120-429-54741	**Sign Maintenance/Inspection**	**Account Budget:**	**$64,000**
Ayers Association, Inc (000988) - Systemwide Overhead Sign Inspection Services. (66 signs due this FY) Transcore (000720) - Single line DMS Maintenance			64,000
05-120-429-54749	**Traffic Signals and Lights**	**Account Budget:**	**$10,000**
Traffic Signal Maintenance Agreement 000286 - Orange County			10,000
05-120-429-54759	**Aquatic Maintenance**	**Account Budget:**	**$25,000**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)			25,000
05-120-429-55700	**Contingency**	**Account Budget:**	**$10,000**
For any unanticipated maintenance costs on SR 429/SR 451.			10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: 528 - 528**

05-120-528-54702	**Roadway and Bridges Maintenance**	**Account Budget:**	**$943,943**
Jorgensen Contract Services (JCS) (000761) - NTP 7/1/11 (5 year term w/ one 5 year renewal)			943,943
05-120-528-54704	**Landscape Maintenance Service**	**Account Budget:**	**$615,000**
Groundtek of Central Florida (000830) - NTP 11/3/11 (3 year term w/ 2 one year renewals)			615,000
05-120-528-54731	**Bridge Inspection**	**Account Budget:**	**$17,500**
KCA (000848) - Inspection of all LPA & Non-LPA Bridges (14 bridges due this FY)			17,500
05-120-528-54741	**Sign Maintenance/Inspection**	**Account Budget:**	**$40,000**
Ayers Association, Inc (000988) - Systemwide Overhead Sign Inspection Services. (28 signs due this FY) Transcore (000720) - Single line DMS Maintenance			40,000
05-120-528-54749	**Traffic Signals and Lights**	**Account Budget:**	**$4,000**
Traffic Signal Maintenance Agreement 000286 - Orange County Traffic Signal Maintenance Agreement (# TBD) - City of Orlando			4,000
05-120-528-54759	**Aquatic Maintenance**	**Account Budget:**	**$23,500**
Southern Aquatic Management, Inc (001003) - Systemwide Aquatic Vegetation Control (1 year term w/ 2 one year renewals)			23,500
05-120-528-55700	**Contingency**	**Account Budget:**	**$10,000**
For any unanticipated maintenance costs on SR 528.			10,000

ADMINISTRATION

Central Florida Expressway Authority
Administration Fund - Summary

	2013 Year-end Actual	2014 Original Budget	2014 Budget Amendments	2014 Restated Budget	Projected Year-end Actual	**2015 Annual Budget**	% Inc (Decr) over 2014 Restated
General (610)	$ 481,197	$ 527,884	$ -	$ 527,884	$ 530,344	**$ 564,866**	7%
525 Magnolia (615)	15,817	20,128	-	20,128	19,745	**20,341**	1%
Executive (620)	1,207,114	1,234,069	-	1,234,069	1,026,665	**1,266,075**	3%
Plans Production* (623)	194,015	286,197	-	286,197	277,916	**301,508**	5%
Legal (625)	504,171	599,481	-	599,481	592,311	**618,547**	3%
Accounting (630)	1,586,628	1,663,060	-	1,663,060	1,460,399	**1,709,445**	3%
Procurement (640)	507,165	668,455	-	668,455	600,013	**727,653**	9%
Human Resources (660)	122,476	161,859	-	161,859	146,864	**193,705**	20%
Business Development (665)	243,392	410,807	-	410,807	321,410	**450,825**	10%
Communications (670)	324,963	455,568	-	455,568	434,252	**479,509**	5%
Construction Administration* (685)	445,043	349,272	-	349,272	342,306	**370,197**	6%
Internal Audit (690)	363,815	369,000	-	369,000	313,689	**389,000**	5%
Total Administration Costs	5,995,796	6,745,779	-	6,745,779	6,065,914	**7,091,671**	5%

Capital Expenditures and Projects

Capital Expenditures							
General (610)	8,735	15,000	-	15,000	-	**15,000**	0%
Procurement (640)	-	16,000	-	16,000	-	**-**	
Construction Administration* (685)	-	-	-	-	-	**15,000**	
Total Capital Expenditures	8,735	31,000	-	31,000	-	**30,000**	-3%
Projects							
Communications (670)	-	15,000	-	15,000	-	**30,000**	100%
Total Projects	-	15,000	-	15,000	-	**30,000**	100%

* Construction Administration and Plans Production cost centers will be allocated to all construction in progress projects at the end of the year.

General

Central Florida Expressway Authority
Administrative Fund - General
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
OTHER										
05-130-610-54020	Gasoline	$ 970	$ 1,000	$ 409	$ 1,000	0%	$ **1,000**	0.2%	0%	0%
05-130-610-54130	Postage and Delivery	-	6,350	3,788	5,750	-9%	**5,900**	1.0%	3%	-7%
05-130-610-54200	Printing	107	400	-	200	-50%	**300**	0.1%	50%	-25%
05-130-610-54300	Utilities	198,583	235,000	126,137	235,000	0%	**246,750**	42.6%	5%	5%
05-130-610-54430	Leases - Equipment	25,937	25,000	15,831	26,000	4%	**29,666**	5.1%	14%	19%
05-130-610-54440	Records Management	501	400	360	465	16%	**500**	0.1%	8%	25%
05-130-610-54500	Insurance	82,754	94,734	55,338	76,639	-19%	**86,250**	14.9%	13%	-9%
05-130-610-54610	Repairs & Maint. - Equipment	2,494	10,000	645	10,000	0%	**10,000**	1.7%	0%	0%
05-130-610-54620	Repairs & Maint. - Software and Hardware	2,804	3,500	4,016	5,500	57%	**6,500**	1.1%	18%	86%
05-130-610-54630	Facilities Maintenance	125,532	120,000	69,407	120,000	0%	**120,000**	20.7%	0%	0%
05-130-610-54650	Repairs & Maint. - Vehicles	1,932	2,000	72	1,000	-50%	**2,000**	0.3%	100%	0%
05-130-610-54704	Landscape Maintenance Service	19,921	21,000	11,799	33,000	57%	**35,000**	6.0%	6%	67%
05-130-610-54930	Security	6,195	1,000	225	1,000	0%	**1,000**	0.2%	0%	0%
05-130-610-54990	Miscellaneous Expense	-	-	-	-		**5,000**	0.9%		
05-130-610-55100	Office Supplies	4,486	5,000	3,407	4,790	-4%	**5,000**	0.9%	4%	0%
05-130-610-55110	Office Expense - Other	9,001	2,500	4,441	10,000	300%	**10,000**	1.7%	0%	300%
	Total Other:	481,197	527,884	295,875	530,344	0%	**564,866**	97.4%	7%	7%
CAPITAL EXPENDITURES										
05-130-610-56400	General Equipment	8,735	10,000	-	-	-100%	**10,000**	1.7%		
05-130-610-56405	Furniture	-	5,000	2,820	-	-100%	**5,000**	0.9%		0%
	Total Capital Expenditures:	8,735	15,000	2,820	-	-100%	**15,000**	2.6%		0%
	TOTAL	489,932	542,884	298,695	530,344	-2%	**579,866**	100.0%	9%	7%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: General - 610**

05-130-610-54020 Gasoline **Account Budget:** **$1,000**
To cover the cost of gasoline needed for Authority pool vehicles. (Camry & Hyundai) 1,000

05-130-610-54130 Postage and Delivery **Account Budget:** **$5,900**
Basic postage and delivery for administration building. 5,900

05-130-610-54200 Printing **Account Budget:** **$300**
Basic printing needs for the administration building for items such as stationary et al. 300

05-130-610-54300 Utilities **Account Budget:** **$246,750**
General HQ utility costs such as Bright House, Waste Management, OUC and non-ad valorem assessments. 246,750

05-130-610-54430 Leases - Equipment **Account Budget:** **$29,666**
Copiers for administration building. 29,666

05-130-610-54440 Records Management **Account Budget:** **$500**
For document destruction. 500

05-130-610-54500 Insurance **Account Budget:** **$86,250**
General liability for the CFX, automobile for the pooled vehicles, and property insurance for the administration building. 86,250

05-130-610-54610 Repairs & Maint. - Equipment **Account Budget:** **$10,000**
To cover various equipment R&M costs associated the administration building such as the Automated External Defibrillator (PSS World Med) and Board Room equipment. 10,000

05-130-610-54620 Repairs & Maint. - Software and Hardware **Account Budget:** **$6,500**
To cover software/hardware R&M costs associated with the administration building such as the annual maintenance for the Security Access Control System and preventative software maintenance for the HVAC (MC2). 6,500

05-130-610-54630 Facilities Maintenance **Account Budget:** **$120,000**
Covers various services required to maintain the administration building such as the Facilities Maintenance Contract (ICA), Interior Plant Services (Green Thumb), and miscellaneous locksmith services. 120,000

05-130-610-54650 Repairs & Maint. - Vehicles **Account Budget:** **$2,000**
R&M for Authority pool vehicles. 2,000

05-130-610-54704 Landscape Maintenance Service **Account Budget:** **$35,000**
Landscape Maintenance Services for the administration building. 35,000

05-130-610-54930 Security **Account Budget:** **$1,000**
Misc. security related costs. 1,000

05-130-610-54990 Miscellaneous Expense **Account Budget:** **$5,000**
Used to cover any item not covered under any other category. 5,000

05-130-610-55100 Office Supplies **Account Budget:** **$5,000**
Basic office supplies for administration building. 5,000

05-130-610-55110 Office Expense - Other **Account Budget:** **$10,000**
Equipment purchases under $5,000 for the administration building. 10,000

05-130-610-56400 General Equipment **Account Budget:** **$10,000**
Equipment purchases over $5,000 for the administration building for equipment. 10,000

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: General - 610**

05-130-610-56405	**Furniture**	**Account Budget:**	**$5,000**
Miscellaneous furniture needs.			5,000

525 South Magnolia

Central Florida Expressway Authority
Administrative Fund - 525 Magnolia
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
OTHER										
05-130-615-53100	Professional Services	$ -	$ 250	$ -	$ 250	0%	$ **250**	1.2%	0%	0%
05-130-615-53110	Consultant Fees	10,972	12,789	8,475	13,000	2%	**13,000**	63.9%	0%	2%
05-130-615-54500	Insurance	4,845	5,089	3,247	4,495	-12%	**5,091**	25.0%	13%	0%
05-130-615-54630	Facilities Maintenance	-	2,000	-	2,000	0%	**2,000**	9.8%	0%	0%
	TOTAL	15,817	20,128	11,722	19,745	-2%	**20,341**	100.0%	3%	1%
OFFSETTING REVENUES										
05-100-000-33600	Misc. Revenue - Rent	(181,608)	(213,137)	-	(215,659)	1%	**(243,405)**		13%	14%
	NET TOTAL COST TO CFX	(165,791)	(193,009)	11,722	(195,914)		**(223,064)**		14%	16%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: 525 Magnolia - 615**

05-130-615-53100	**Professional Services**	**Account Budget:**	**$250**
To be used for various services such as structural engineering or architectural.			250
05-130-615-53110	**Consultant Fees**	**Account Budget:**	**$13,000**
This is for the amortization of the deferred commission on the 525 South Magnolia building.			13,000
05-130-615-54500	**Insurance**	**Account Budget:**	**$5,091**
For the 525 South Magnolia building's share of the property insurance premium which is for the building structure and minor contents.			5,091
05-130-615-54630	**Facilities Maintenance**	**Account Budget:**	**$2,000**
Facilities maintenance for the roof and exterior only.			2,000

Executive

Central Florida Expressway Authority
Administrative Fund - Executive
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	**2015 Annual Budget**	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-130-620-51200	Salaries & Wages	$ 704,317	$ 743,562	$ 431,361	$ 593,056	-20%	$ **753,688**	59.5%	27%	1%
05-130-620-52100	Social Security & Medicare	39,246	38,315	16,795	29,235	-24%	**38,505**	3.0%	32%	0%
05-130-620-52200	Retirement Contributions	57,375	41,715	11,061	11,061	-73%	**-**	0.0%	-100%	-100%
05-130-620-52210	Retirement Contributions -FRS	29,037	79,861	52,821	78,656	-2%	**145,035**	11.5%	84%	82%
05-130-620-52300	Life and Health Insurance	132,183	92,930	53,950	80,432	-13%	**100,766**	8.0%	25%	8%
05-130-620-52310	State Assessment	753	1,056	455	632	-40%	**1,056**	0.1%	67%	0%
05-130-620-52400	Workers' Compensation	697	775	529	882	14%	**3,100**	0.2%	251%	300%
	Total Salaries & Benefits:	963,608	998,214	566,972	793,954	-20%	**1,042,150**	82.3%	31%	4%
OTHER										
05-130-620-53110	Consultant Fees	122,066	130,000	72,917	125,000	-4%	**127,500**	10.1%	2%	-2%
05-130-620-54010	Travel	4,631	8,000	4,279	8,000	0%	**8,000**	0.6%	0%	0%
05-130-620-54012	Reimbursed Local Travel	949	950	227	400	-58%	**650**	0.1%	63%	-32%
05-130-620-54110	Telephone Service	1,001	1,000	316	500	-50%	**800**	0.1%	60%	-20%
5-130-620-54130	Postage and Delivery	779	-	-	-		**-**	0.0%		
05-130-620-54200	Printing	36	100	102	175	75%	**100**	0.0%	-43%	0%
05-130-620-54910	Advertising and Legal Notices	1,103	-	-	-		**-**	0.0%		
05-130-620-54950	Special Events	2,580	-	-	-		**-**	0.0%		
05-130-620-55100	Office Supplies	3,616	3,500	2,887	5,162	47%	**5,200**	0.4%	1%	49%
05-130-620-55110	Office Expense - Other	780	2,000	300	1,000	-50%	**1,000**	0.1%	0%	-50%
05-130-620-55400	Dues & Subscriptions	102,261	85,305	76,650	91,324	7%	**77,675**	6.1%	-15%	-9%
05-130-620-55420	Seminars and Conferences	3,704	5,000	575	1,150	-77%	**3,000**	0.2%	161%	-40%
	Total Other:	243,506	235,855	158,253	232,711	-1%	**223,925**	17.7%	-4%	-5%
	TOTAL	1,207,114	1,234,069	725,225	1,026,665	-17%	**1,266,075**	100.0%	23%	3%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Executive - 620**

05-130-620-53110	**Consultant Fees**	**Account Budget:**	**$127,500**
Legislative consultants, Southern Strategy Group.			127,500
05-130-620-54010	**Travel**	**Account Budget:**	**$8,000**
Misc. travel as needed.			8,000
05-130-620-54012	**Reimbursed Local Travel**	**Account Budget:**	**$650**
Local mileage, parking, etc.			650
05-130-620-54110	**Telephone Service**	**Account Budget:**	**$800**
Cell phone charges for Executive Director.			800
05-130-620-54200	**Printing**	**Account Budget:**	**$100**
Misc. printing			100
05-130-620-55100	**Office Supplies**	**Account Budget:**	**$5,200**
Expenses such as plaques, calendars, and office supplies for Executive Director, both Deputy Executive Directors, and administrative assistant.			5,200
05-130-620-55110	**Office Expense - Other**	**Account Budget:**	**$1,000**
Miscellaneous purchases that may be necessary.			1,000
05-130-620-55400	**Dues and Subscriptions**	**Account Budget:**	**$77,675**
Metroplan			25,000
Foundation for Building a Better Community (Orlando Chamber of Commerce)			17,500
Team FL			2,000
ITS America			3,250
Florida Engineering Society for Deputy Executive Director			350
Florida Department of Economic Opportunity - Annual Fee for Special Districts			175
IBTTA			28,000
Orlando Regional Chamber of Commerce			1,400
05-130-620-55420	**Seminars and Conferences**	**Account Budget:**	**$3,000**
Seminars and Conferences which may include IBTTA, Florida Engineering Society Annual Conference, or others.			3,000

Plans Production

Central Florida Expressway Authority
Plans Production
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-130-623-51200	Salaries & Wages	$ 148,117	$ 196,662	$ 125,988	$ 189,632	-4%	$ 202,562	67.2%	7%	3%
05-130-623-52100	Social Security and Medicare	9,713	12,948	7,884	12,657	-2%	13,077	4.3%	3%	1%
05-130-623-52210	Retirement Contributions -FRS	7,797	30,426	19,652	29,499	-3%	35,932	11.9%	22%	18%
05-130-623-52300	Life and Health Insurance	21,447	38,567	25,170	39,103	1%	41,865	13.9%	7%	9%
05-130-623-52310	State Assessment	335	443	383	583	31%	443	0.1%	-24%	0%
05-130-623-52400	Workers' Compensation	139	326	183	332	2%	804	0.3%	142%	147%
	Total Salaires & Benefits:	187,548	279,372	179,260	271,806	-3%	294,683	97.7%	8%	5%
OTHER										
05-130-623-54010	Travel	1,090	1,100	1,097	1,100	0%	1,250	0.4%	14%	14%
05-130-623-54012	Reimbursed Local Travel	1,957	1,650	197	1,650	0%	1,750	0.6%	6%	6%
05-130-623-54130	Postage and Delivery	109	-	-	-		-	0.0%		
05-130-623-54200	Printing	-	100	36	100	0%	100	0.0%	0%	0%
05-130-623-54610	Repairs & Maint. - Equipment	-	75	-	60	-20%	75	0.0%	25%	0%
05-130-623-55100	Office Supplies	1,232	900	618	900	0%	900	0.3%	0%	0%
5-130-623-55110	Office Expense - Other	510	1,000	-	800	-20%	1,000	0.3%	25%	0%
5-130-623-55400	Dues and Subscriptions	519	500	345	500	0%	500	0.2%	0%	0%
05-130-623-55420	Seminars and Conferences	1,050	1,500	505	1,000	-33%	1,250	0.4%	25%	-17%
	Total Other:	6,467	6,825	2,798	6,110	-10%	6,825	2.3%	12%	0%
	TOTAL	194,015	286,197	182,058	277,916	-3%	301,508	100.0%	8%	5%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Plans Production - 623**

05-130-623-54010	**Travel**	**Account Budget:**	**$1,250**
Various travel needs for professional development seminars/conferences (Florida Engineering Society Annual Meeting and TEAMFL Meetings)			1,250
05-130-623-54012	**Reimbursed Local Travel**	**Account Budget:**	**$1,750**
Mileage and tolls for in town travel as needed			1,750
05-130-623-54200	**Printing**	**Account Budget:**	**$100**
Various printing as needed			100
05-130-623-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$75**
R&M as needed			75
05-130-623-55100	**Office Supplies**	**Account Budget:**	**$900**
Basic supplies			900
05-130-623-55110	**Office Expense - Other**	**Account Budget:**	**$1,000**
Furniture etc. under $5,000			1,000
05-130-623-55400	**Dues and Subscriptions**	**Account Budget:**	**$500**
Dues and subscriptions as needed. Florida Engineering Society, American Society of Civil Engineers, Institute of Transportation Engineers, American Society of Highway Engineers.			500
05-130-623-55420	**Seminars and Conferences**	**Account Budget:**	**$1,250**
Professional development seminars and conferences (Florida Engineering Society Annual Meeting, TEAMFL).			1,250

Legal

Central Florida Expressway Authority
Administration Fund - Legal
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-130-625-51200	Salaries & Wages	$ 311,660	$ 254,719	$ 165,808	$ 248,241	-3%	$ **262,360**	42.4%	6%	3%
05-130-625-52100	Social Security and Medicare	18,743	14,171	7,640	13,967	-1%	**14,337**	2.3%	3%	1%
05-130-625-52210	Retirement Contributions -FRS	17,794	40,357	26,635	39,695	-2%	**47,725**	7.7%	20%	18%
05-130-625-52300	Life and Health Insurance	49,153	37,001	24,290	37,653	2%	**40,150**	6.5%	7%	9%
05-130-625-52310	State Assessment	442	422	221	326	-23%	**422**	0.1%	29%	0%
05-130-625-52400	Workers' Compensation	418	310	247	529	71%	**1,053**	0.2%	99%	240%
	Total Salaires & Benefits:	398,210	346,981	224,841	340,411	-2%	**366,047**	59.2%	8%	5%
OTHER										
05-130-625-53100	Professional Services	625	12,000	895	12,000	0%	**12,000**	1.9%	0%	0%
05-130-625-53105	Legal Fees	97,170	225,000	22,923	225,000	0%	**225,000**	36.4%	0%	0%
05-130-625-54010	Travel	-	2,000	725	1,900	-5%	**2,000**	0.3%	5%	0%
05-130-625-54012	Reimbursed Local Travel	59	500	46	500	0%	**500**	0.1%	0%	0%
05-130-625-54110	Telephone Service	332	750	-	700	-7%	**750**	0.1%	7%	0%
05-130-625-54130	Postage and Delivery	469	-	-	-		**-**	0.0%		
05-130-625-54200	Printing	242	750	-	700	-7%	**750**	0.1%	7%	0%
05-130-625-54610	Repairs & Maint. - Equipment	-	500	-	500	0%	**500**	0.1%	0%	0%
05-130-625-55100	Office Supplies	2,773	4,000	2,006	4,000	0%	**4,000**	0.6%	0%	0%
05-130-625-55110	Office Expense - Other	332	1,000	-	800	-20%	**1,000**	0.2%	25%	0%
05-130-625-55400	Dues and Subscriptions	2,970	4,000	1,288	3,800	-5%	**4,000**	0.6%	5%	0%
05-130-625-55420	Seminars and Conferences	989	2,000	305	2,000	0%	**2,000**	0.3%	0%	0%
	Total Other:	105,961	252,500	28,188	251,900	0%	**252,500**	40.8%	0%	0%
	TOTAL	504,171	599,481	253,029	592,311	-1%	**618,547**	100.0%	4%	3%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Legal - 625**

05-130-625-53100	**Professional Services**	**Account Budget:**	**$12,000**
Professional Services			12,000
05-130-625-53105	**Legal Fees**	**Account Budget:**	**$225,000**
Legal Fees.			225,000
05-130-625-54010	**Travel**	**Account Budget:**	**$2,000**
Travel			2,000
05-130-625-54012	**Reimbursed Local Travel**	**Account Budget:**	**$500**
Reimbursed Local Travel			500
05-130-625-54110	**Telephone Service**	**Account Budget:**	**$750**
Telephone Service			750
05-130-625-54200	**Printing**	**Account Budget:**	**$750**
Printing			750
05-130-625-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$500**
Repairs & Maint. - Equipment			500
05-130-625-55100	**Office Supplies**	**Account Budget:**	**$4,000**
Office Supplies			4,000
05-130-625-55110	**Office Expense - Other**	**Account Budget:**	**$1,000**
Office Expense - Other			1,000
05-130-625-55400	**Dues and Subscriptions**	**Account Budget:**	**$4,000**
Dues and Subscriptions			4,000
05-130-625-55420	**Seminars and Conferences**	**Account Budget:**	**$2,000**
Seminars and Conferences			2,000

Accounting

Central Florida Expressway Authority
Administration Fund - Accounting
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-130-630-51200	Salaries & Wages	$ 621,026	$ 800,627	$ 416,236	$ 631,512	-21%	$ 819,379	47.9%	30%	2%
05-130-630-52100	Social Security and Medicare	57,458	57,796	31,927	48,376	-16%	59,182	3.5%	22%	2%
05-130-630-52210	Retirement Contributions -FRS	41,951	77,299	30,684	46,448	-40%	84,040	4.9%	81%	9%
05-130-630-52300	Life and Health Insurance	174,815	219,087	104,755	163,366	-25%	237,870	13.9%	46%	9%
05-130-630-52310	State Assessment	1,710	2,534	891	1,431	-44%	2,481	0.1%	73%	-2%
05-130-630-52400	Workers' Compensation	1,672	1,860	1,269	2,116	14%	3,074	0.2%	45%	65%
	Total Salaries & Benefits	1,098,632	1,159,202	585,762	893,249	-23%	1,206,026	70.6%	35%	4%
OTHER										
05-130-630-53100	Professional Services	283,487	279,500	151,417	270,250	-3%	279,500	16.4%	3%	0%
05-130-630-53200	Auditing Fees	66,000	79,500	74,500	85,500	8%	79,500	4.7%	-7%	0%
05-130-630-53410	Contract Personnel	16,458	1,000	89,936	89,936	8894%	1,000	0.1%	-99%	0%
05-130-630-54010	Travel	1,820	7,000	-	3,000	-57%	7,000	0.4%	133%	0%
05-130-630-54012	Reimbursed Local Travel	345	400	177	325	-19%	400	0.0%	23%	0%
05-130-630-54110	Telephone Service	982	1,100	337	514	-53%	1,100	0.1%	114%	0%
05-130-630-54130	Postage and Delivery	2,400	-	-	-		-	0.0%		
05-130-630-54200	Printing	645	800	-	-	-100%	800	0.0%		0%
05-130-630-54430	Leases - Equipment	199	-	-	-		-	0.0%		
5-130-630-54610	Repairs & Maint. - Equipment	-	1,000	-	-	-100%	1,000	0.1%		0%
5-130-630-54617	Support & Maint. - Software	76,547	83,653	61,375	81,375	-3%	86,664	5.1%	6%	4%
05-130-630-54910	Advertising and Legal Notices	255	-	-	-		-	0.0%		
05-130-630-54920	Bank Fees	23,340	30,700	6,250	21,250	-31%	27,250	1.6%	28%	-11%
05-130-630-55100	Office Supplies	9,328	10,000	6,630	10,000	0%	10,000	0.6%	0%	0%
05-130-630-55110	Office Expense - Other	946	2,500	-	1,500	-40%	2,500	0.1%	67%	0%
05-130-630-55400	Dues and Subscriptions	1,791	2,705	1,095	1,000	-63%	2,705	0.2%	171%	0%
05-130-630-55420	Seminars and Conferences	1,453	4,000	1,032	2,500	-38%	4,000	0.2%	60%	0%
	Total Other:	487,996	503,858	412,749	567,150	13%	503,419	29.4%	-11%	0%
	TOTAL	1,586,628	1,663,060	998,511	1,460,399	-12%	1,709,445	100.0%	17%	3%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Accounting - 630**

05-130-630-53100	**Professional Services**	**Account Budget:**	**$279,500**
PFM - Financial Advisor			205,000
Bond Disclosure services - DAC			1,500
Arbitrage Calculations - PFM			15,000
Rating Agency Monitoring: - S&P $13,000 - Moody's $30,000 - Fitch $12,000 - Special requests $3,000			58,000
05-130-630-53200	**Auditing Fees**	**Account Budget:**	**$79,500**
Annual external audit			79,500
05-130-630-53410	**Contract Personnel**	**Account Budget:**	**$1,000**
Additional staffing to be used on an as needed basis			1,000
05-130-630-54010	**Travel**	**Account Budget:**	**$7,000**
Travel as required for CFO and additional Finance Department staff members. This includes conferences and bond issues.			7,000
05-130-630-54012	**Reimbursed Local Travel**	**Account Budget:**	**$400**
Mileage, parking and tolls for local travel			400
05-130-630-54110	**Telephone Service**	**Account Budget:**	**$1,100**
Cell phone service for CFO and air card for CFO's laptop.			1,100
05-130-630-54200	**Printing**	**Account Budget:**	**$800**
Printing of business cards and tabs for the monthly stat book			800
05-130-630-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$1,000**
Misc. repairs to office equipment			1,000
05-130-630-54617	**Support & Maint. -Software**	**Account Budget:**	**$86,664**
Annual support for Accounting Software package. A 6.5% increase over prior year's acutal is budgeted.			86,664
05-130-630-54920	**Bank Fees**	**Account Budget:**	**$27,250**
Annual Custodian Fee			2,000
Trustee Fee - 1990			1,250
Trustee Fee - 2007A			1,250
Trustee Fee - 2008B1-4			8,000
Trustee Fee - 2010A,B,C			3,750
Trustee Fee - 2012 and 2012A			2,500
Trustee Fee - 2013A,B,C			3,750
Escrow Fee			750
Tender Agent Fee - 2008B			4,000
05-130-630-55100	**Office Supplies**	**Account Budget:**	**$10,000**
Various office supplies			10,000
05-130-630-55110	**Office Expense - Other**	**Account Budget:**	**$2,500**
Other miscellaneous equipment or furniture as needed			2,500

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Accounting - 630**

05-130-630-55400 Dues and Subscriptions	**Account Budget:**	**$2,705**
Various memberships which may include GFOA, FGFOA or FICPA etc.		385
Various periodicals and publications		1,050
CPA certification for CFO and Assistant Manager of Accounting and Finance		220
CAFR application fee		600
Miscellaneous dues or subscriptions		450
05-130-630-55420 Seminars and Conferences	**Account Budget:**	**$4,000**
Seminars and Conferences as needed for CPE purposes		4,000

Procurement

Central Florida Expressway Authority
Administration Fund - Procurement
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-130-640-51200	Salaries & Wages	$ 348,078	$ 381,481	$ 242,746	$ 366,203	-4%	$ **392,925**	54.0%	7%	3%
05-130-640-52100	Social Security and Medicare	26,765	29,183	18,644	28,139	-4%	**30,059**	4.1%	7%	3%
05-130-640-52210	Retirement Contributions -FRS	17,268	38,926	24,966	37,564	-3%	**44,614**	6.1%	19%	15%
05-130-640-52300	Life and Health Insurance	80,035	109,468	65,846	102,216	-7%	**118,868**	16.3%	16%	9%
05-130-640-52310	State Assessment	723	1,267	585	883	-30%	**1,267**	0.2%	43%	0%
05-130-640-52400	Workers' Compensation	697	930	599	1,023	10%	**1,170**	0.2%	14%	26%
	Total Salaries & Benefits:	473,566	561,255	353,386	536,028	-4%	**588,903**	80.9%	10%	5%
OTHER										
05-130-640-53100	Professional Services	-	60,000	7,993	20,000	-67%	**90,000**	12.4%	350%	50%
05-130-640-53110	Consultant Fees	-	2,500	-	2,500	0%	**1,500**	0.2%	-40%	-40%
05-130-640-54010	Travel	451	750	162	1,350	80%	**2,000**	0.3%	48%	167%
05-130-640-54012	Reimbursed Local Travel	35	200	69	100	-50%	**200**	0.0%	100%	0%
05-130-640-54130	Postage and Delivery	829	-	-	-		-	0.0%		
05-130-640-54200	Printing	36	500	51	100	-80%	**250**	0.0%	150%	-50%
05-130-640-54440	Records Management	21,073	30,000	14,201	30,000	0%	**30,000**	4.1%	0%	0%
05-130-640-54610	Repairs & Maint. - Equipment	615	100	-	-	-100%	**100**	0.0%		0%
05-130-640-54910	Advertising and Legal Notices	-	6,500	3,430	5,000	-23%	**5,000**	0.7%	0%	-23%
05-130-640-55100	Office Supplies	4,879	3,000	1,279	1,735	-42%	**3,000**	0.4%	73%	0%
05-130-640-55110	Office Expense - Other	2,133	1,000	-	500	-50%	**1,000**	0.1%	100%	0%
05-130-640-55400	Dues and Subscriptions	1,710	1,000	1,634	1,700	70%	**1,800**	0.2%	6%	80%
05-130-640-55420	Seminars and Conferences	1,838	1,650	597	1,000	-39%	**3,900**	0.5%	290%	136%
	Total Other:	33,599	107,200	29,416	63,985	-40%	**138,750**	19.1%	117%	29%
	Subtotal Salaries, Benefits, & Other	507,165	668,455	382,802	600,013	-10%	**727,653**	100.0%	21%	9%
CAPITAL EXPENDITURES										
05-130-640-56400	General Equipment	-	16,000	14,042	-		-	0.0%		-100%
	Total Capital Expenditures:	-	16,000	14,042	-		-	0.0%		
	TOTAL	507,165	684,455	396,844	600,013	-12%	**727,653**	100.0%	21%	6%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Procurement - 640**

05-130-640-53100	**Professional Services**	**Account Budget:**	**$90,000**
Funds needed to contract with a Records Management firm to microfilm CFX records in accordance with the Records Management Plan. Estimate 750,000 images to be microfilmed during the fiscal year.			90,000
05-130-640-53110	**Consultant Fees**	**Account Budget:**	**$1,500**
Assistance in continuing the implementation of the Records Management Plan including identification of documents for destruction, scheduling and disposition document preparation.			1,500
05-130-640-54010	**Travel**	**Account Budget:**	**$2,000**
Travel to conferences, training, etc.			2,000
05-130-640-54012	**Reimbursed Local Travel**	**Account Budget:**	**$200**
Mileage allowed for local travel.			200
05-130-640-54200	**Printing**	**Account Budget:**	**$250**
Printing various documents (bid documents, contracts, etc.)			250
05-130-640-54440	**Records Management**	**Account Budget:**	**$30,000**
Off site storage, retrieval and destruction of Authority documents.			30,000
05-130-640-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$100**
Repairs for printers, scanners, etc.			100
05-130-640-54910	**Advertising and Legal Notices**	**Account Budget:**	**$5,000**
Advertising for bids, RFPs, etc.			5,000
05-130-640-55100	**Office Supplies**	**Account Budget:**	**$3,000**
Misc. office supples, toner, paper, etc.			3,000
05-130-640-55110	**Office Expense - Other**	**Account Budget:**	**$1,000**
Miscellaneous office needs.			1,000
05-130-640-55400	**Dues and Subscriptions**	**Account Budget:**	**$1,800**
Dues for staff members in professional organizations and subscriptions to trade publications.			1,800
05-130-640-55420	**Seminars and Conferences**	**Account Budget:**	**$3,900**
Fees for seminars and conferences attended by staff for professional development.			3,900

Human Resources

Central Florida Expressway Authority
Administrative Fund - Human Resources
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	**2015 Annual Budget**	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-130-660-51200	Salaries & Wages	$ 69,751	$ 74,263	$ 47,256	$ 71,289	-4%	**$ 76,491**	39.5%	7%	3%
05-130-660-52100	Social Security and Medicare	5,482	5,681	3,678	5,545	-2%	**5,852**	3.0%	6%	3%
05-130-660-52210	Retirement Contributions -FRS	3,616	5,161	3,299	4,969	-4%	**5,668**	2.9%	14%	10%
05-130-660-52300	Life and Health Insurance	17,315	18,287	11,828	18,423	1%	**19,855**	10.3%	8%	9%
05-130-660-52310	State Assessment	91	211	61	92	-56%	**211**	0.1%	129%	0%
05-130-660-52400	Workers' Compensation	139	155	106	176	14%	**228**	0.1%	30%	47%
	Total Salaries & Benefits:	96,394	103,759	66,228	100,494	-3%	**108,305**	55.9%	8%	4%
OTHER										
05-130-660-53100	Professional Services	2,144	2,200	1,542	2,200	0%	**2,500**	1.3%	14%	14%
05-130-660-53110	Consultant Fees	12,599	10,000	24,470	24,470	145%	**37,000**	19.1%	51%	270%
05-130-660-54010	Travel	256	2,000	-	1,500	-25%	**2,000**	1.0%	33%	0%
5-130-660-54012	Reimbursed Local Travel	-	200	-	200	0%	**200**	0.1%	0%	0%
J5-130-660-54130	Postage and Delivery	35	-	-	-		**-**	0.0%		
05-130-660-54200	Printing	-	500	-	500	0%	**500**	0.3%	0%	0%
05-130-660-54610	Repairs & Maint. - Equipment	-	400	-	200	-50%	**400**	0.2%	100%	0%
05-130-660-54910	Advertising and Legal Notices	83	2,000	350	1,000	-50%	**2,000**	1.0%	100%	0%
05-130-660-54950	Special Events	1,404	1,000	730	1,000	0%	**1,000**	0.5%	0%	0%
05-130-660-55100	Office Supplies	525	1,500	185	1,000	-33%	**1,500**	0.8%	50%	0%
05-130-660-55110	Office Supplies - Other	2,130	300	-	300	0%	**300**	0.2%	0%	0%
05-130-660-55400	Dues & Subscriptions	655	6,000	-	3,000	-50%	**6,000**	3.1%	100%	0%
05-130-660-55420	Seminars and Conferences	99	2,000	210	1,000	-50%	**2,000**	1.0%	100%	0%
05-130-660-55430	Staff Training and Education	6,152	30,000	3,500	10,000	-67%	**30,000**	15.5%	200%	0%
	Total Other:	26,082	58,100	30,987	46,370	-20%	**85,400**	44.1%	84%	47%
	TOTAL	122,476	161,859	97,215	146,864	-9%	**193,705**	100.0%	32%	20%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Human Resources - 660**

05-130-660-53100	**Professional Services**	**Account Budget:**	**$2,500**
Employee Assistance Program and employee background checks cost.			2,500
05-130-660-53110	**Consultant Fees**	**Account Budget:**	**$37,000**
Benefit Consultant Group and Work place training as required by HR for $12,000. Consultant fees for recruitment process of Executive Director replacement for $25,000.			37,000
05-130-660-54010	**Travel**	**Account Budget:**	**$2,000**
Attendance for EAF Conference, HR Workshops, SHRM conference.			2,000
05-130-660-54012	**Reimbursed Local Travel**	**Account Budget:**	**$200**
Local attendance of meetings in Orlando area.			200
05-130-660-54200	**Printing**	**Account Budget:**	**$500**
Miscellaneous document printing ie. handbooks.			500
05-130-660-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$400**
Scanner and Printer repair as required or replacement.			400
05-130-660-54910	**Advertising and Legal Notices**	**Account Budget:**	**$2,000**
This item will be used for advertising costs associated with recruiting activities placing legal notices. These include print media ads in the newspaper, job postings on the internet, and with industry related associations.			2,000
05-130-660-54950	**Special Events**	**Account Budget:**	**$1,000**
Employee Recognition Program.			1,000
05-130-660-55100	**Office Supplies**	**Account Budget:**	**$1,500**
Printer cartriges, paper, file folders, misc. office suppplies.			1,500
05-130-660-55110	**Office Expense - Other**	**Account Budget:**	**$300**
Printer replacement if needed.			300
05-130-660-55400	**Dues and Subscriptions**	**Account Budget:**	**$6,000**
Dues for each employee access to Success Factors. EAF, SHRM membership. One time Set up for Success Factors			6,000
05-130-660-55420	**Seminars and Conferences**	**Account Budget:**	**$2,000**
HR seminars, Professional Courses, Industry Conferences.			2,000
05-130-660-55430	**Staff Training and Education**	**Account Budget:**	**$30,000**
Tuition Reimbursement $25,000 Leadership Orlando $3,500 Specialized Training $1,500			30,000

Business Development

Central Florida Expressway Authority
Administrive Fund - Business Development
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-130-665-51200	Salaries & Wages	$ 90,833	$ 95,481	$ 62,183	$ 93,083	-3%	$ **98,345**	21.8%	6%	3%
05-130-665-52100	Social Security and Medicare	6,771	7,304	4,672	7,001	-4%	**7,523**	1.7%	7%	3%
05-130-665-52210	Retirement Contributions - FRS	5,723	17,483	11,511	17,169	-2%	**20,830**	4.6%	21%	19%
05-130-665-52300	Life and Health Insurance	16,875	18,373	11,517	17,900	-3%	**19,943**	4.4%	11%	9%
05-130-665-52310	State Assessment	283	211	143	206	-2%	**211**	0.0%	2%	0%
05-130-665-52400	Workers' Compensation	139	155	106	176	14%	**423**	0.1%	140%	173%
	Total Salaries & Benefits:	120,624	139,007	90,132	135,535	-2%	**147,275**	32.7%	9%	6%
OTHER										
05-130-665-53100	Professional Services	100,000	175,000	14,205	100,000	-43%	**200,000**	44.4%	100%	14%
05-130-665-53110	Consultant Fees	4,440	75,000	789	70,000	-7%	**75,000**	16.6%	7%	0%
05-130-665-54010	Travel	1,840	3,000	1,258	1,500	-50%	**6,500**	1.4%	333%	117%
05-130-665-54012	Reimbursed Local Travel	18	500	78	350	-30%	**500**	0.1%	43%	0%
05-130-665-54110	Telephone Service	-	500	127	350	-30%	**650**	0.1%	86%	30%
05-130-665-54130	Postage and Delivery	62	-	-	-		**-**	0.0%		
05-130-665-54200	Printing	198	1,500	-	1,000	-33%	**1,500**	0.3%	50%	0%
05-130-665-54910	Advertising and Legal Notices	5,258	-	125	125		**-**	0.0%	-100%	
05-130-665-54950	Special Events	274	6,000	3,034	3,500	-42%	**7,500**	1.7%	114%	25%
05-130-665-55100	Office Supplies	203	300	14	150	-50%	**300**	0.1%	100%	0%
05-130-665-55400	Dues & Subscriptions	8,380	8,000	5,174	8,000	0%	**8,600**	1.9%	8%	8%
05-130-665-55420	Seminars and Conferences	2,095	2,000	762	900	-55%	**3,000**	0.7%	233%	50%
	Total Other:	122,768	271,800	25,566	185,875	-32%	**303,550**	67.3%	63%	12%
	TOTAL	243,392	410,807	115,698	321,410	-22%	**450,825**	100.0%	40%	10%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Business Development - 665**

05-130-665-53100 Professional Services	**Account Budget:**	**$200,000**
Financial Management and Technical Assistance Contract		100,000
Disparity Study		100,000
05-130-665-53110 Consultant Fees	**Account Budget:**	**$75,000**
Business Development assistance with the functionality of the office i.e reports, analysis and community engagement for $7,000. Business Development Management Consultant- Program Enhancement for $68,000.		75,000
05-130-665-54010 Travel	**Account Budget:**	**$6,500**
Travel expenses to attend seminars, conferences and quarterly meetings including travel for federal disadvantaged business enterprise program (DBE).		6,500
05-130-665-54012 Reimbursed Local Travel	**Account Budget:**	**$500**
Reimbursement for field assisgnments		500
05-130-665-54110 Telephone Service	**Account Budget:**	**$650**
Telephone and Mobile Communications		650
05-130-665-54200 Printing	**Account Budget:**	**$1,500**
Printing cost associated with workshops and trade fair(s)		1,500
05-130-665-54950 Special Events	**Account Budget:**	**$7,500**
Business Development Advertising		3,000
Community activities related to minority, women and small businesses i.e. expos and networking		4,500
05-130-665-55100 Office Supplies	**Account Budget:**	**$300**
Office supplies for routine operations		300
05-130-665-55400 Dues and Subscriptions	**Account Budget:**	**$8,600**
Asian American Chamber of Commerce and Minority Chamber of Commerce		600
Central and North Florida Minority Supplier Development Council		4,555
Florida Minority Busniness Enterprise Officals		150
African American Chamber of Commerce		550
Central and North National Association of Minority Contractors		1,500
Central Florida Partnership		195
Hispanic Chamber of Commerce		575
National Forum for Black Public Administrators		275
Florida Diversity Council		200
05-130-665-55420 Seminars and Conferences	**Account Budget:**	**$3,000**
Registration fee associated with seminars and conferences.		3,000

Communication

Central Florida Expressway Authority
Administrative Fund - Communications
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-130-670-51200	Salaries & Wages	$ 141,650	$ 198,555	$ 127,983	$ 192,241	-3%	$ 204,512	40.1%	6%	3%
05-130-670-52100	Social Security & Medicare	10,832	15,189	9,778	14,684	-3%	15,645	3.1%	7%	3%
05-130-670-52210	Retirement Contributions -FRS	7,343	13,800	8,933	13,399	-3%	15,154	3.0%	13%	10%
05-130-670-52300	Life and Health Insurance	28,003	54,765	26,272	42,752	-22%	59,466	11.7%	39%	9%
05-130-670-52310	State Assessment	321	633	287	439	-31%	633	0.1%	44%	0%
05-130-670-52400	Workers' Compensation	347	465	282	494	6%	879	0.2%	78%	89%
	Total Salaries & Benefits:	188,496	283,408	173,535	264,009	-7%	296,289	58.2%	12%	5%
OTHER										
05-130-670-53100	Professional Services	55,565	75,000	9,487	100,000	33%	78,500	15.4%	-22%	5%
05-130-670-53110	Consultant Fees	37,620					-	0.0%		
05-130-670-54010	Travel	1,228	2,000	937	2,000	0%	3,500	0.7%	75%	75%
05-130-670-54012	Reimbursed Local Travel	334	1,000	77	250	-75%	1,000	0.2%	300%	0%
05-130-670-54110	Telephone Service	3,186	3,500	1,555	2,500	-29%	3,500	0.7%	40%	0%
05-130-670-54130	Postage and Delivery	9	-	-	-		-	0.0%		
05-130-670-54200	Printing	1,805	20,000	135	18,000	-10%	8,500	1.7%	-53%	-58%
05-130-670-54220	Annual Report	22,005	25,000	11,430	12,000	-52%	25,000	4.9%	108%	0%
05-130-670-54808	Board Meeting Broadcasting	-	12,960	4,320	12,960	0%	20,520	4.0%	58%	58%
05-130-670-54834	Photography	620	2,200	750	2,200	0%	2,200	0.4%	0%	0%
05-130-670-54836	Displays	-	3,000	-	-	-100%	3,000	0.6%		0%
05-130-670-54840	Graphic Production Services	975	-	-	-		10,000	2.0%		
05-130-670-54850	Promotional Items	558	1,000	356	1,500	50%	1,000	0.2%	-33%	0%
05-130-670-54910	Advertising and Legal Notices	122	-	-	-		-	0.0%		
05-130-670-54950	Special Events	941	3,000	2,983	2,983	-1%	3,000	0.6%	1%	0%
05-130-670-54990	Miscellaneous Expense	-	8,000	250	8,000	0%	8,000	1.6%	0%	0%
05-130-670-55100	Office Supplies	1,096	2,000	483	750	-63%	2,000	0.4%	167%	0%
05-130-670-55110	Office Expense - Other	1,042	1,500	14	150	-90%	1,500	0.3%	900%	0%
05-130-670-55220	Software Expense	557	5,000	2,533	3,000	-40%	5,000	1.0%	67%	0%
05-130-670-55400	Dues & Subscriptions	7,589	5,500	2,310	3,000	-45%	5,500	1.1%	83%	0%
05-130-670-55420	Seminars & Conferences	1,215	1,500	440	950	-37%	1,500	0.3%	58%	0%
	Total Other:	136,467	172,160	38,060	170,243	-1%	183,220	36.0%	8%	6%
	Subtotal Salaries, Benefits, & Other	324,963	455,568	211,595	434,252	-5%	479,509	94.1%	10%	5%
PROJECTS										
05-130-670-56700	Software	-	15,000	-	-	-100%	30,000	5.9%		100%
	Total Capital Expenditures:	-	15,000	-	-	-100%	30,000	5.9%		100%
	TOTAL	324,963	470,568	211,595	434,252	-8%	509,509	100.0%	17%	8%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Communications - 670**

05-130-670-53100	**Professional Services**	**Account Budget:**	**$78,500**
Professional services as needed during the fiscal year.			78,500
05-130-670-54010	**Travel**	**Account Budget:**	**$3,500**
This amount will cover travel expenses incurred by the Communications Department to travel as assigned including to Tallahassee during legislative session.			3,500
05-130-670-54012	**Reimbursed Local Travel**	**Account Budget:**	**$1,000**
Associated costs to reimburse employees for mileage and tolls as required by job assignments.			1,000
05-130-670-54110	**Telephone Service**	**Account Budget:**	**$3,500**
This amount covers cell phone expenses for the Communications Department.			3,500
05-130-670-54200	**Printing**	**Account Budget:**	**$8,500**
Projected budget would allow for printing of the CAFR and other communication collateral.			8,500
05-130-670-54220	**Annual Report**	**Account Budget:**	**$25,000**
Projected budget to cover all costs associated with producing CAFR.			25,000
05-130-670-54808	**Board Meeting Broadcasting**	**Account Budget:**	**$20,520**
For board meeting broadcasting.			20,520
05-130-670-54834	**Photography**	**Account Budget:**	**$2,200**
Projected budget for professional photographer needs.			2,200
05-130-670-54836	**Displays**	**Account Budget:**	**$3,000**
Associated costs with displays promoting the agency.			3,000
05-130-670-54840	**Graphic Production Services**	**Account Budget:**	**$10,000**
This amount supports the production of communication graphic materials including flyers and promotional materials as well as regular collateral activites and website graphics.			10,000
05-130-670-54850	**Promotional Items**	**Account Budget:**	**$1,000**
Give-away items used to promote and brand the agency and its services.			1,000
05-130-670-54950	**Special Events**	**Account Budget:**	**$3,000**
Projected costs to support the agency's promotional and community events.			3,000
05-130-670-54990	**Miscellaneous Expense**	**Account Budget:**	**$8,000**
As needed.			8,000
05-130-670-55100	**Office Supplies**	**Account Budget:**	**$2,000**
Projected amount to cover office supplies as needed during the fiscal year.			2,000
05-130-670-55110	**Office Expense - Other**	**Account Budget:**	**$1,500**
This amount will cover misc. office expense needs that may arise during the fiscal year as well as furniture and equipment for potential new employee.			1,500
05-130-670-55220	**Software Expense**	**Account Budget:**	**$5,000**
Projected budget to cover software updates as necessary for website that is not capitalized in below software line item.			5,000
05-130-670-55400	**Dues and Subscriptions**	**Account Budget:**	**$5,500**
Allocations for dues and subscriptions for the Communications Department such as News Service Florida, lobby tools and professional organizations.			5,500

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Communications - 670**

05-130-670-55420	**Seminars and Conferences**	**Account Budget:**	**$1,500**
This amount will cover continuing education and professional development for the Communications Department such as IBTTA, TEAMFL, etc.			1,500
05-130-670-56700	**Software**	**Account Budget:**	**$30,000**
Capital expense portion to enhance the corporate website and/or tracking software. Note that the budget for software for FY14 for was not spent and is carried forward into FY15.			30,000

Construction Administration

Central Florida Expressway Authority
Administration Fund - Construction Administration
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
SALARIES & BENEFITS										
05-130-685-51200	Salaries & Wages	$ 335,165	$ 235,513	$ 153,975	$ 230,193	-2%	$ **242,579**	65.5%	5%	3%
05-130-685-52100	Social Security and Medicare	21,878	15,799	9,926	15,672	-1%	**17,185**	4.6%	10%	9%
05-130-685-52210	Retirement Contributions -FRS	19,161	22,260	14,664	21,868	-2%	**25,332**	6.8%	16%	14%
05-130-685-52300	Life and Health Insurance	52,476	44,120	28,758	44,676	1%	**47,890**	12.9%	7%	9%
05-130-686-52310	State Assessment	797	507	484	703	39%	**507**	0.1%	-28%	0%
05-130-685-52400	Workers' Compensation	452	372	275	444	19%	**3,264**	0.9%	635%	777%
	Total Salaires & Benefits:	429,929	318,572	208,082	313,556	-2%	**336,757**	91.0%	7%	6%
OTHER										
05-130-685-54010	Travel	1,432	3,000	-	3,000	0%	**3,000**	0.8%	0%	0%
05-130-685-54012	Reimbursed Local Travel	68	200	-	200	0%	**200**	0.1%	0%	0%
05-130-685-54020	Gasoline	4,618	7,500	2,418	6,000	-20%	**7,500**	2.0%	25%	0%
05-130-685-54110	Telephone Service	1,376	3,250	740	3,000	-8%	**3,250**	0.9%	8%	0%
05-130-685-54130	Postage and Delivery	35	-	-	-		-	0.0%		
05-130-685-54200	Printing	644	250	510	600	140%	**500**	0.1%	-17%	100%
5-130-685-54500	Insurance	1,069	1,100	783	1,050	-5%	**1,090**	0.3%	4%	-1%
5-130-685-54610	Repairs & Maint. - Equipment	-	400	-	400	0%	**400**	0.1%	0%	0%
05-130-685-54650	Repairs & Maint. - Vehicles	1,182	2,000	338	2,000	0%	**2,000**	0.5%	0%	0%
05-130-685-55100	Office Supplies	1,928	4,000	1,059	4,000	0%	**4,000**	1.1%	0%	0%
05-130-685-55110	Office Expense - Other	578	3,500	-	3,500	0%	**3,500**	0.9%	0%	0%
05-130-685-55400	Dues and Subscriptions	1,150	2,000	320	1,500	-25%	**4,500**	1.2%	200%	125%
05-130-685-55420	Seminars and Conferences	1,034	3,500	305	3,500	0%	**3,500**	0.9%	0%	0%
	Total Other:	15,114	30,700	6,473	28,750	-6%	**33,440**	9.0%	16%	9%
	Subtotal Salaries, Benefits, & Other	445,043	349,272	214,555	342,306	-2%	**370,197**	100.0%	8%	6%
CAPITAL EXPENDITURES										
05-130-685-56400	General Equipment	-	-	-	-		**10,000**	2.6%		
05-130-685-56415	Furniture				-		**5,000**	1.3%		
	Total Capital Expenditures:	-	-	-	-		**15,000**	3.9%		
	TOTAL	445,043	349,272	214,555	342,306	-2%	**385,197**	103.9%	13%	10%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Construction Administration - 685**

05-130-685-54010	**Travel**	**Account Budget:**	**$3,000**
Various travel needs for professional development seminars/conferences			3,000
05-130-685-54012	**Reimbursed Local Travel**	**Account Budget:**	**$200**
Mileage and tolls for non-Authority in town travel as needed			200
05-130-685-54020	**Gasoline**	**Account Budget:**	**$7,500**
Gasoline for 2 vehciles in Construction Department			7,500
05-130-685-54110	**Telephone Service**	**Account Budget:**	**$3,250**
Cell phones and modems			3,250
05-130-685-54200	**Printing**	**Account Budget:**	**$500**
Various printing as needed.			500
05-130-685-54500	**Insurance**	**Account Budget:**	**$1,090**
Auto insurance for 2 vehicles			1,090
05-130-685-54610	**Repairs & Maint. - Equipment**	**Account Budget:**	**$400**
R&M as needed			400
05-130-685-54650	**Repairs & Maint. - Vehicles**	**Account Budget:**	**$2,000**
R&M for 2 vehciles			2,000
05-130-685-55100	**Office Supplies**	**Account Budget:**	**$4,000**
Basic supplies			4,000
05-130-685-55110	**Office Expense - Other**	**Account Budget:**	**$3,500**
Furniture etc. under $5,000			3,500
05-130-685-55400	**Dues and Subscriptions**	**Account Budget:**	**$4,500**
Dues and subscriptions as needed. including the Florida Transportation Builders for $2,500.			4,500
05-130-685-55420	**Seminars and Conferences**	**Account Budget:**	**$3,500**
Professional development seminars and conferences (Florida Engineering Society Annual Meeting, IBTTA, TEAMFL).			3,500
05-130-685-56400	**General Equipment**	**Account Budget:**	**$10,000**
Equipment purchases over $5,000 for the administration building.			10,000
05-130-685-56405	**Furniture**	**Account Budget:**	**$5,000**
Misc. furniture needs.			5,000

Internal Audit

Central Florida Expressway Authority
Internal Audit
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
OTHER										
05-130-690-53410	Contract Personnel	363,411	369,000	156,040	313,689	-15%	389,000	100.0%	24%	5%
05-130-690-54130	Postage and Delivery	143	-	-	-		-	0.0%		
05-130-690-54910	Advertising and Legal Notices	145	-	-	-		-	0.0%		
05-130-690-55100	Office Supplies	116	-	-	-		-	0.0%		
		363,815	369,000	156,040	313,689	-15%	389,000	100.0%	24%	5%

Budget Prep Detail

Preliminary Budget

FUND: Toll Collection - 05

FISCAL YEAR: 2015 **Cost Center: Internal Audit - 690**

05-130-690-53410	**Contract Personnel**	**Account Budget:**	**$389,000**
Contract for outsourcing of entire internal audit function.			389,000

OTHER OPERATING EXPENSES

Cental Florida Expressway Authority
Other Operating

	2013 Year-end Actual	2014 Annual Budget	2014 Budget Amendments	2014 Budget Restated	Projected Year-end Actual	**2015 Annual Budget**	% Inc (Decr) over 2014 Budget
Traffic & Engineering Consultant	$ 403,138	$ 750,000	-	$ 750,000	$ 516,561	**$ 571,000**	-24%
General Engineering Consultant	2,226,581	2,631,684	-	2,631,684	2,129,705	**2,229,000**	-15%
Total Other Operating Expenses	2,629,719	3,381,684	-	3,381,684	2,646,266	**2,800,000**	-17%

GOLDENROD

Cental Florida Expressway Authority
Goldenrod Road - Summary

	2013 Year-end Actual	2014 Annual Budget	2014 Budget Amendments	2014 Budget Restated	Projected Year-end Actual	2015 Annual Budget	% Inc (Decr) over 2014 Budget
Maintenance	$ 124,422	$ 134,000	$ -	$ 134,000	$ 134,000	$ 135,000	1%
Operations	216,607	219,429	-	219,429	215,771	220,788	1%
TOTAL OPERATIONS AND MAINTENANCE	341,029	353,429	-	353,429	349,771	355,788	1%
TOLL REVENUE	(1,151,359)	(1,150,000)	-	(1,150,000)	(1,230,000)	(1,240,000)	8%
NET RESULT OF ACTIVITY	810,330	796,571	-	796,571	880,229	884,212	11%

Cental Florida Expressway Authority
Goldenrod Road
Budget Worksheet

Account	Description	2013 Year-end Actual	2014 Annual Budget	2014 February YTD Actual	Projected Year-end Actual	Proj. Budget Var. %	2015 Annual Budget	% of Total Budget	% Inc (Decr) over Proj. 2014 Actual	% Inc (Decr) over 2014 Budget
MAINTENANCE										
80-120-000-54702	Roadway and Bridges Maintenance	$ 113,610	$ 120,000	$ 57,941	$ 120,000	0%	$ 120,000	33.7%	0%	0%
80-120-000-54749	Traffic Signals and Lights	10,812	14,000	-	14,000	0%	15,000	4.2%	7%	7%
	Total Maintenance:	124,422	134,000	57,941	134,000	0%	135,000	37.9%	1%	1%
OPERATIONS										
80-110-000-53430	Toll Collection Management Fees	107	125	74	100	-20%	100	0.0%	0%	-20%
80-110-000-53432	Toll Collection Administrative Salaries	530	600	365	500	-17%	500	0.1%	0%	-17%
80-110-000-53434	Toll Collection Office Expense	169	200	116	150	-25%	150	0.0%	0%	-25%
80-110-000-53436	Toll Collection Insurance and Bonding	92	100	64	100	0%	100	0.0%	0%	0%
80-110-000-53460	Janitorial	3,805	4,000	2,579	4,000	0%	4,000	1.1%	0%	0%
80-110-000-54300	Utilities	46,247	45,000	24,913	45,000	0%	45,000	12.6%	0%	0%
80-110-000-54500	Insurance	4,779	4,804	4,758	4,758	-1%	4,948	1.4%	4%	3%
80-110-000-54610	Repairs & Maint. - Equipment	450	-	285	500		500	0.1%	0%	
80-110-000-54620	Repairs & Maint. - Software and Hardware	2,810	2,000	1,293	2,000		2,000	0.6%	0%	
80-110-000-54630	Facilities Maintenance	58,602	59,540	33,636	57,662	-3%	57,662	16.2%	0%	-3%
80-110-000-54640	Repairs & Maint. - Toll Equipment	39,112	39,251	23,265	39,251	0%	40,675	11.4%	4%	4%
0-110-000-54641	Repairs & Maint. - Toll Equipment Parts	27,765	30,000	12,090	30,000	0%	30,000	8.4%	0%	0%
0-110-000-54642	Repairs & Maint. - VES Equipment	20,888	21,309	11,312	20,000	-6%	19,628	5.5%	-2%	-8%
80-110-000-54920	Bank Fees	11,218	11,000	6,588	11,000	0%	14,025	3.9%	28%	28%
80-110-000-55210	Operating Supplies	33	500	-	250	-50%	500	0.1%	100%	0%
80-110-000-55700	Contingencies	-	1,000	-	500	-50%	1,000	0.3%	100%	0%
	Total Operations:	216,607	219,429	121,338	215,771	2%	220,788	62.1%	2%	1%
	TOTAL OPERATIONS AND MAINTENANCE	341,029	353,429	179,279	349,771	-1%	355,788	100.0%	2%	1%
	TOLL REVENUE	(1,151,359)	(1,150,000)	(824,542)	(1,230,000)	7%	(1,240,000)		1%	8%
	NET RESULT OF ACTIVITY	810,330	796,571	645,263	880,229	-11%	884,212		0%	11%

TAB 10

Five-Year Work Plan
FY 2015 - FY 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807

September 11, 2014

Central Florida .essway Authority
Five-Year Work Plan

Category Summary

Category	Project Cost (thousand $)							
	Fiscal Year							Total
	14/15		15/16		16/17	17/18	18/19	
	E	U	E	U	U	U	U	
Existing System Improvements	7,594	5,112	115	13,946	12,188	811	18,183	**57,949**
System Expansion Projects	7,732	107,591	22	115,190	42,773	107,593	153,222	**534,123**
Interchange Projects	58,370	25,835	15,862	65,713	2,051	75,500	75,500	**318,831**
Toll Facilities Projects	18,308	4,091	26,507	6,136	27,930	29,738	8,891	**121,601**
Intelligent Transportation Systems Projects	5,152	1,600	0	5,458	2,579	171	513	**15,473**
Signing and Pavement Markings	2,850	4,257	0	4,749	3,007	1,247	2,289	**18,399**
Renewal and Replacement Projects	3,804	22,281	0	28,438	2,538	3,572	49,310	**109,943**
Landscape Projects	316	950	20	700	750	750	800	**4,286**
SUB TOTALS	**104,126**	**171,717**	**42,526**	**240,330**	**93,816**	**219,382**	**308,708**	
TOTALS		**275,843**		**282,856**	**93,816**	**219,382**	**308,708**	**1,180,605**
Non-System Project (Goldenrod Road)	4,353	0	0	0	0	1,002	0	**5,355**
GRAND TOTALS		**280,196**		**282,856**	**93,816**	**220,384**	**308,708**	**1,185,960**
CREDITS **		**30,250**		**0**	**0**	**0**	**0**	**30,250**
GRAND TOTALS WITH CREDITS		**249,946**		**282,856**	**93,816**	**220,384**	**308,708**	**1,155,710**

* Construction costs escalated at 2.9% per year for FY 2015 through FY 2018, and 3.0% for FY 2019. In general, all other costs escalated at 3.0% per year.

** Credits for SR 528 / Innovation Way Interchange. Expected credit of $12 million from AAF contribution. Received credits of $11.75 million from SLR and $6.5 million from Orange County.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Existing System Improvements Summary

Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
		From	To	Length (miles)	Work Description	14/15		15/16		16/17	17/18	18/19		
						E	U	E	U	U	U	U		
417-110	SR 417 Widening from Curry Ford to Lake Underhill	Curry Ford Road	Lake Underhill Road	1.6	Add Lanes, Mill and Resurface	7,076	0	0	0	0	0	0	CF	Construction
-	SR 417 Widening from Econ to County Line	Econlockhatchee Trail	County Line	2.3	Add Lanes, Mill and Resurface	0	0	0	0	0	0	1,708	CF	Design
-	SR 408 Widening from Good Homes to East of Hiawassee	Good Homes Road	East of Hiawassee Road	-	Add Lanes, Mill and Resurface	0	775	0	4,611	11,788	0	0	CF	Design & Construction
-	SR 408 Widening from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	3.0	Add Lanes, Mill and Resurface	0	1,064	0	1,064	0	11	14,667	CF	Design & Partial Construction
-	SR 528 Widening from Narcoossee Road to SR 417	Narcoossee Road	SR 417	1.9	Add Lanes, Mill and Resurface	0	0	0	0	0	0	1,008	CF	Design
-	SR 528 / SR 436 Bridge Deck Replacement	-	-	-	Bridge Deck Replacement	0	358	0	5,044	0	0	0	CF	Design & Construction
599-777	SR 528 Econ River Bridge	-	-	-	Bridge Repair	0	490	0	1,147	0	0	0	CF	Design & Construction
-	Systemwide Safety and Operational Improvement Projects	-	-	-	Minor Roadway Projects	0	150	0	100	100	200	200	CF	Design & Construction
-	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	150	0	100	100	200	200	CF	Design & Construction
-	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	150	0	100	100	200	200	CF	Design & Construction
-	Systemwide Roadway Lighting	-	-	-	Lighting Rehabilitation	0	150	0	100	100	200	200	CF	Design & Construction
408-819	SR 408 Landscape Improvements	SR 436	Chickasaw Trail	2.0	Landscaping	156	0	115	0	0	0	0	CF	Maintenance
599-126	SR 417 / SR 528 Ramp Improvements	-	-	-	Ramp Improvements	362	560	0	1,680	0	0	0	CF	Design & Construction
429-538	SR 429 / CR 535 Southbound Off Ramp Improvements	-	-	-	Add Deceleration Lane	0	1,265	0	0	0	0	0	CF	Construction
					Encumbered Total	7,594		115						
					Unencumbered Total		5,112		13,946	12,188	811	18,183		
					TOTALS	**12,706**		**14,061**		**12,188**	**811**	**18,183**		

* Construction costs escalated at 2.9% per year for FY 2015 through FY 2018, and 3.0% for FY 2019. In general, all other costs escalated at 3.0% per year.
E = Encumbered costs from projects under contracts from previous fiscal year
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

System Expansion Projects Summary

Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
		From	To	Length (miles)	Work Description	14/15		15/16		16/17	17/18	18/19		
						E	U	E	U	U	U	U		
-	SR 528 Right of Way Corridor (FRI / SLR)	-	-	-	Right of Way	0	12,000	0	0	0	0	0	CF	Right of Way
-	SR 528 Additional Parcels	-	-	-	Right of Way	0	16,000	0	0	0	0	0	CF	Right of Way
429-200E	SR 451 / SR 441 Landscape	-	-	-	Landscaping	40	0	22	0	0	0	0	CF	Maintenance
429-822	SR 429 / SR 414 Interchange Landscape	-	-	-	Landscaping	35	394	0	20	10	0	0	CF	Design, Installation & Maintenance
-	John Land Apopka Expressway Landscape	North of US 441	Boy Scout Road	3.0	Landscaping	0	1,307	0	21	21	21	0	CF	Design, Installation & Maintenance
-	SR 408 Eastern Extension	Challenger Parkway	SR 520	7.3	New Expressway	0	340	0	1,335	330	1,500	0	CF	PD&E & 15% Line & Grade
429-202	Wekiva Parkway Section 1A	US-441 Interchange	North of Ponkan Road	2.3	New Expressway	728	15,701	0	46,404	13,018	0	0	CF	Design & Construction
429-203	Wekiva Parkway Section 1B	North of Ponkan Road	North of Kelly Park Road	2.3	New Expressway	2,016	11,532	0	46,127	11,532	0	0	CF	Design & Construction
429-204	Wekiva Parkway Section 2B	North of Kelly Park Road	East of CR 437 and North to Lake County Line	2.0	New Expressway	2,916	0	0	0	861	54,341	53,041	CF	Design & Construction
429-205	Wekiva Parkway Section 2A	East of CR 437	East of Mt. Plymouth Road	2.0	New Expressway	424	0	0	0	0	18,328	35,379	CF	Design & Construction
429-206	Wekiva Parkway Section 2C	Lake County Line	SR 46 East of Round Lake Road	1.3	New Expressway	1,400	0	0	0	0	26,798	54,513	CF	Design & Construction
-	SR 429 - Wekiva Parkway (Right of Way)	US 441	East of Mt Plymouth Road and northwest to SR 46	-	New Expressway	0	50,317	0	20,344	16,062	6,605	6,051	CF	Right of Way
-	Wekiva Parkway Gantries	-	-	-	New Expressway	173	0	0	939	939	0	4,238	CF	Design & Construction
					Encumbered Total	7,732		22						
					Unencumbered Total		107,591		115,190	42,773	107,593	153,222		
					TOTALS	**115,323**		**115,212**		**42,773**	**107,593**	**153,222**		

* Construction costs escalated at 2.9% per year for FY 2015 through FY 2018, and 3.0% for FY 2019. In general, all other costs escalated at 3.0% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Interchange Projects Summary

Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
		From	To	Length (miles)	Work Description	14/15		15/16		16/17	17/18	18/19		
						E	U	E	U	U	U	U		
253F	SR 408/SR 417 Interchange (Phase I)	SR 408/SR 417	Lake Underhill Road	-	Add Ramps, Mill and Resurface	60	6,109	0	24,436	0	0	0	CF	Final Design & Construction
429-305	SR 429 / Schofield Road Interchange	-	-	-	New Interchange	11,999	0	0	311	0	0	0	CF	Construction
417-301C	SR 417 / Boggy Creek Road Interchange (Phase III)	-	-	-	Modify Interchange	31,724	0	15,862	790	0	0	0	CF	Construction
417-304	SR 417 / Turnpike Interchange (Partial)	-	-	-	New Interchange	14,266	0	0	0	0	0	0	CF	Construction
528-313	SR 528 / Innovation Way Interchange	Innovation Way	Aerospace Parkway	-	New Interchange	321	19,476	0	39,676	1,551	0	0	CF	Design-Build
-	SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	0	250	0	500	500	75,500	75,500	CF	Contribution & CCIA
					Encumbered Total	58,370		15,862						
					Unencumbered Total		25,835		65,713	2,051	75,500	75,500		
					TOTALS	84,205		81,575		2,051	75,500	75,500		

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U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Toll Facilities Projects Summary

Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
		From	To	Length (miles)	Work Description	14/15		15/16		16/17	17/18	18/19		
						E	U	E	U	U	U	U		
528-405	SR 528 Airport Toll Plaza Demolition	Boggy Creek Road	SR 436	2.1	Demolish Existing Mainline Toll Plaza	18,298	0	26,507	0	134	0	0	CF	Construction
599-902	Toll Collection System Upgrade	-	-	-	System Upgrade	10	4,091	0	6,136	27,796	29,738	8,891	CF	Procurement, Design Development & Installation
					Encumbered Total	18,308		26,507						
					Unencumbered Total		4,091		6,136	27,930	29,738	8,891		
					TOTALS	**22,399**		**32,643**		**27,930**	**29,738**	**8,891**		

* Construction costs escalated at 2.9% per year for FY 2015 through FY 2018, and 3.0% for FY 2019. In general, all other costs escalated at 3.0% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Intelligent Transportation Systems Projects Summary

Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
		From	To	Length (miles)	Work Description	14/15		15/16		16/17	17/18	18/19		
						E	U	E	U	U	U	U		
408-509	Fiber Optic Network (FON) Utility Adjustments	-	-	-	Utility Adjustments	0	50	0	50	50	50	50	CF	Utility Adjustments
-	Regional ITS Studies	-	-	-	Regional ITS Partnership Projects	0	150	0	150	0	0	0	CF	Partnership Contributions
599-520	Data Collection Sensor Upgrade	-	-	-	Upgrade Data Collection Sensors	5,152	0	0	0	0	0	0	CF	Construction
-	ITS Network Upgrade Phase II	-	-	-	Re-splice Network Physical Architecture	0	87	0	1,790	0	0	0	CF	Design & Construction
-	Wekiva Parkway CCTV Deployment Sections 1A & 1B	-	-	-	CCTV Cameras	0	0	0	213	988	0	0	CF	Design & Construction
-	Wekiva Parkway CCTV Deployment Sections 2A, 2B & 2C	-	-	-	CCTV Cameras	0	0	0	0	0	0	338	CF	Design & Bidding
-	Advanced Expressway Operations Performance Measures	-	-	-	Enhancements to ITS Data Analysis Systems	0	989	0	330	0	0	0	CF	Implementation
-	Single Line DMS Upgrade	-	-	-	Upgrade DMS	0	213	0	2,543	844	0	0	CF	Design & Construction
-	Supplemental DCS and CCTV Deployment	-	-	-	Deploy DCS and CCTV Cameras	0	0	0	268	579	0	0	CF	Design & Construction
-	Traffic Management CCTV Upgrade	-	-	-	Migration to IP Traffic Management Cameras	0	111	0	114	118	121	125	CF	Implementation
					Encumbered Total	5,152		0						
					Unencumbered Total		1,600		5,458	2,579	171	513		
					TOTALS	**6,752**		**5,458**		**2,579**	**171**	**513**		

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E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Signing and Pavement Markings Summary

Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
		From	To	Length (miles)	Work Description	14/15		15/16		16/17	17/18	18/19		
						E	U	E	U	U	U	U		
-	Systemwide Miscellaneous Signing	-	-	-	Signing and Pavement Markings	0	150	0	150	150	150	150	CF	Design & Construction
-	Systemwide Trailblazer Upgrades	-	-	-	Signing	0	1,040	0	600	600	500	1,000	CF	Design & Construction
-	E-PASS Logo Replacement	-	-	-	Signing	0	155	0	2,131	0	0	0	CF	Design & Construction
599-620	Systemwide Ramp Striping and Option Lane Arrows	-	-	-	Signing and Striping	569	0	0	0	0	0	0	CF	Construction
429-621	SR 429 Part A Guide Sign Upgrades	Seidel Road	CR 535	8.4	Signing	2,092	0	0	0	0	0	0	CF	Construction
-	Systemwide Sign Panel Replacement Projects	-	-	-	Signing	0	1,802	0	0	0	0	0	CF	Design & Construction
-	Central Florida Expressway Authority Logo Replacement	-	-	-	Signing	189	1,110	0	1,868	2,257	597	1,139	CF	Design & Construction
					Encumbered Total	2,850		0						
					Unencumbered Total		4,257		4,749	3,007	1,247	2,289		
					TOTALS	**7,107**		**4,749**		**3,007**	**1,247**	**2,289**		

* Construction costs escalated at 2.9% per year for FY 2015 through FY 2018, and 3.0% for FY 2019. In general, all other costs escalated at 3.0% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary

Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
		From	To	Length (miles)	Work Description	14/15		15/16		16/17	17/18	18/19		
						E	U	E	U	U	U	U		
599-731	SR 417 Resurfacing	SR 50	Orange / Seminole County Line	3.5	Mill & Resurface	322	5,709	0	2,850	0	0	0	RR	Design & Construction
-	SR 417 Resurfacing	I-Drive	Moss Park	17.0	Mill & Resurface	0	9,125	0	21,778	0	0	0	RR	Design & Construction
599-731	SR 408 Resurfacing	Econ River Bridge	Rouse Road	1.5	Mill & Resurface	0	2,652	0	1,205	0	0	0	RR	Design & Construction
-	SR 408 Resurfacing	West SR 50	I-4	8.1	Mill & Resurface	0	0	0	0	0	1,103	17,042	RR	Design & Construction
-	SR 429 Resurfacing	Seidel Road	CR 535	8.4	Mill & Resurface	0	0	0	0	0	929	17,442	RR	Design & Construction
-	SR 528 Resurfacing	SR 436	SR 520 (East) / SR 417 Innovation Way (South)	21.7	Mill & Resurface	0	0	0	0	0	0	11,126	RR	Design & Partial Construction
-	Miscellaneous Resurfacing Projects	-	-	-	Mill & Resurface	3,042	0	0	200	250	300	250	RR	Design & Construction
-	Miscellaneous Drainage and Stormwater Projects	-	-	-	Drainage and Stormwater	440	500	0	200	200	400	400	RR	Design & Construction
-	Systemwide Toll Plaza Projects	-	-	-	Toll Plaza Projects	0	100	0	50	50	200	200	RR	Design & Construction
-	Systemwide Generator Replacements and Upgrades	-	-	-	Generator Replacements	0	1,056	0	1,056	960	0	0	RR	Design & Construction
-	Systemwide Air Conditioner Replacements and Upgrades	-	-	-	Air Conditioner Replacements	0	432	0	459	288	0	0	RR	Design & Construction
-	Systemwide Roof Replacements	-	-	-	Roof Replacements	0	240	0	240	240	240	240	RR	Design & Construction
-	Systemwide Bridge Projects	-	-	-	Misc. Structural Projects	0	345	0	0	345	0	345	RR	Design & Construction
-	Systemwide Coatings	-	-	-	Painting & Inspections	0	1,892	0	0	0	0	2,000	RR	Design & Construction
-	Systemwide Fencing Replacements	-	-	-	Fencing Replacement	0	0	0	250	0	250	0	RR	Construction
-	Systemwide Bridge Joint & Approach Slab Projects	-	-	-	Concrete Pavement Projects	0	100	0	0	100	0	100	RR	Design & Construction
-	Systemwide Reflective Pavement Markers	-	-	-	RPM Replacement	0	130	0	150	105	150	165	RR	Design & Construction
					Encumbered Total	3,804		0						
					Unencumbered Total		22,281		28,438	2,538	3,572	49,310		
					TOTALS	**26,085**		**28,438**		**2,538**	**3,572**	**49,310**		

* Construction costs escalated at 2.9% per year for FY 2015 through FY 2018, and 3.0% for FY 2019. In general, all other costs escalated at 3.0% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Landscape Projects Summary

Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
		From	To	Length (miles)	Work Description	14/15		15/16		16/17	17/18	18/19		
						E	U	E	U	U	U	U		
-	Systemwide Discretionary Landscape Projects	-	-	-	Landscaping	0	750	0	700	750	750	800	CF	Design & Construction
408-113A	SR 408 / SR 50 Interchange Landscape Improvements	-	-	-	Landscaping	190	0	20	0	0	0	0	CF	Installation & Maintenance
417-817	SR 417 Moss Park Ramp Buffer	-	-	-	Landscaping	52	0	0	0	0	0	0	CF	Maintenance
528-818	SR 528 Dallas Boulevard Ramp Buffer	-	-	-	Landscaping	38	0	0	0	0	0	0	CF	Maintenance
429-212B	SR 429/CR 437A Ramp D Buffer	-	-	-	Landscaping	36	0	0	0	0	0	0	CF	Maintenance
429-821	SR 429 / New Independence Intersection Landscape	-	-	-	Landscaping	0	200	0	0	0	0	0	CF	Contribution
					Encumbered Total	316		20						
					Unencumbered Total		950		700	750	750	800		
					TOTALS	**1,266**		**720**		**750**	**750**	**800**		

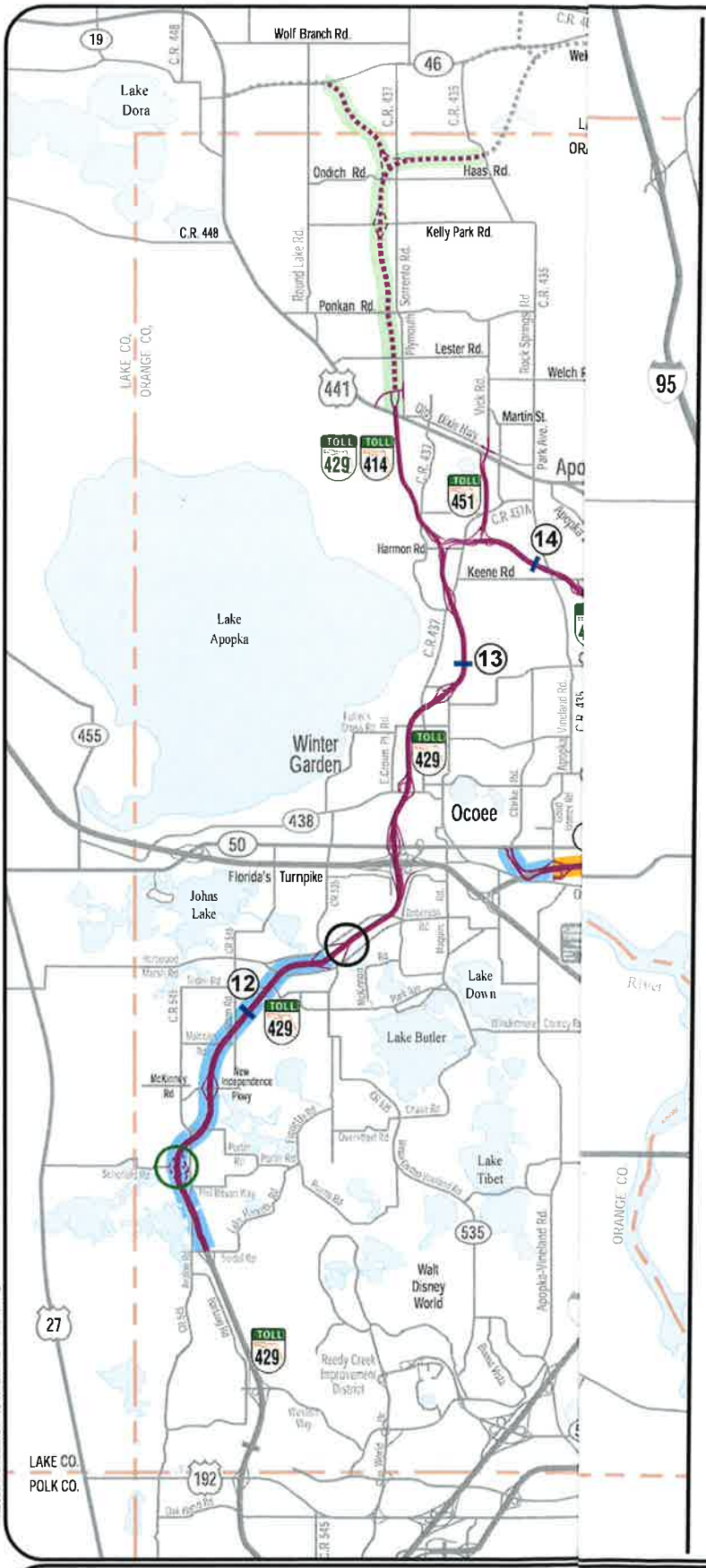
* Construction costs escalated at 2.9% per year for FY 2015 through FY 2018, and 3.0% for FY 2019. In general, all other costs escalated at 3.0% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida ___pressway Authority
Five-Year Work Plan

Non-System Projects Summary

Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
		From	To	Length (miles)	Work Description	14/15		15/16		16/17	17/18	18/19		
						E	U	E	U	U	U	U		
800-903D	Goldenrod Road Resurfacing	Cargo Road	Narcoossee Road	2.4	Mill & Resurface	4,353	0	0	0	0	1,002	0	NSP	Construction
					Encumbered Total	4,353		0						
					Unencumbered Total		0		0	0	1,002	0		
					TOTALS	**4,353**		**0**		**0**	**1,002**	**0**		

* Construction costs escalated at 2.9% per year for FY 2015 through FY 2018, and 3.0% for FY 2019. In general, all other costs escalated at 3.0% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs



Five-Year Work Plan FY 2015 - FY 2019

LEGEND:

- EXISTING CFX SYSTEM
- FUTURE CFX SEGMENTS
- EXISTING EXPRESSWAYS OR FREEWAYS BY OTHERS
- FUTURE EXPRESSWAY SEGMENTS OR IMPROVEMENTS BY OTHERS
- SYSTEM EXPANSION PROJECTS
- MILL AND RESURFACE
- CAPACITY IMPROVEMENTS
- TOLL PLAZA DEMOLITION & OTHER IMPROVEMENTS
- EXISTING SYSTEM IMPROVEMENTS
- INTERCHANGE IMPROVEMENTS
- PROPOSED INTERCHANGE

CFX MAINLINE TOLL PLAZA

1. HIAWASSEE
2. PINE HILLS
3. CONWAY
4. DEAN
5. JOHN YOUNG
6. BOGGY CREEK
7. CURRY FORD
8. UNIVERSITY
9. AIRPORT
10. BEACHLINE
11. DALLAS
12. INDEPENDENCE
13. FOREST LAKE
14. CORAL HILLS
15. GOLDENROD (NON-SYSTEM)

CENTRAL FLORIDA EXPRE

Exhibit

TAB 11

Darleen Mazzillo

From: Tecau, Jeffrey (10080) <Jeffrey.Tecau@protiviti.com>
Sent: Tuesday, August 26, 2014 11:36 AM
To: Darleen Mazzillo
Cc: Taylor, David J. (10080); Fretwell, Phillip (10080); Laura Kelley; Joe Passiatore
Subject: CFX Board Meeting - 9/11/14 - Internal Audit Matters
Attachments: 2015 CFX Internal Audit Plan.pdf

Hi Darleen:

After speaking with Laura, would you please include the following agenda item for the September 11, 2014 Board meeting?

Internal Audit Matters -Phil Fretwell and David Taylor, Protiviti

1. Fiscal 2015 Internal Audit Plan – Action Item
2. Sensitive Data Audit Report – Action Item
3. Business Impact Analysis Report – Action Item

The Fiscal 2015 Internal Audit Plan is attached. The Sensitive Data Report and Business Impact Analysis Report have been marked exempt from public disclosure. I will send you a memo in a separate email to include in the Board package for these two reports. David Taylor will send the final versions of these reports directly to Laura. These reports will be shared with the Board during the Board briefing and subsequently collected, and shared again during the Board meeting and subsequently collected.

Thanks,
Jeff

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Darleen Mazzillo

·om: Tecau, Jeffrey (10080) <Jeffrey.Tecau@protiviti.com>
ɔent: Tuesday, August 26, 2014 11:49 AM
To: Darleen Mazzillo
Cc: Fretwell, Phillip (10080); Taylor, David J. (10080); Laura Kelley; Joe Passiatore
Subject: CFX Board Meeting - 9/11/14 - Internal Audit Matters - EXEMPT Reports

Hi Darleen:

Would you please include this memorandum with the agenda for the September 11, 2014 Board of Directors meeting.

Under our contract to provide Internal Audit Services to the Central Florida Expressway Authority, we have recently completed the following projects:

(1) Sensitive Data Review
(2) Business Impact Analysis

Each of these reports contains the following legend:

"This document is exempt from public records disclosure pursuant to F.S. 282.318. It shall not be copied or distributed in any manner. It may not be inspected or reviewed by any persons other than those authorized by CFX to receive it. Upon conclusion of review, those persons authorize shall return the document to the CFX Internal Auditor."

'/e reviewed these reports with the CFX Audit Committee on August 21, 2014, and each was accepted by that committee for filing.

Thank You,
Jeff

Jeff Tecau | Protiviti | Director | 301 E Pine St, Suite 225 | Orlando, FL 32801
W: 407.849.3921 | C: 407.758.4847 | eFax: 407.849.3990 | Email: jeffrey.tecau@protiviti.com



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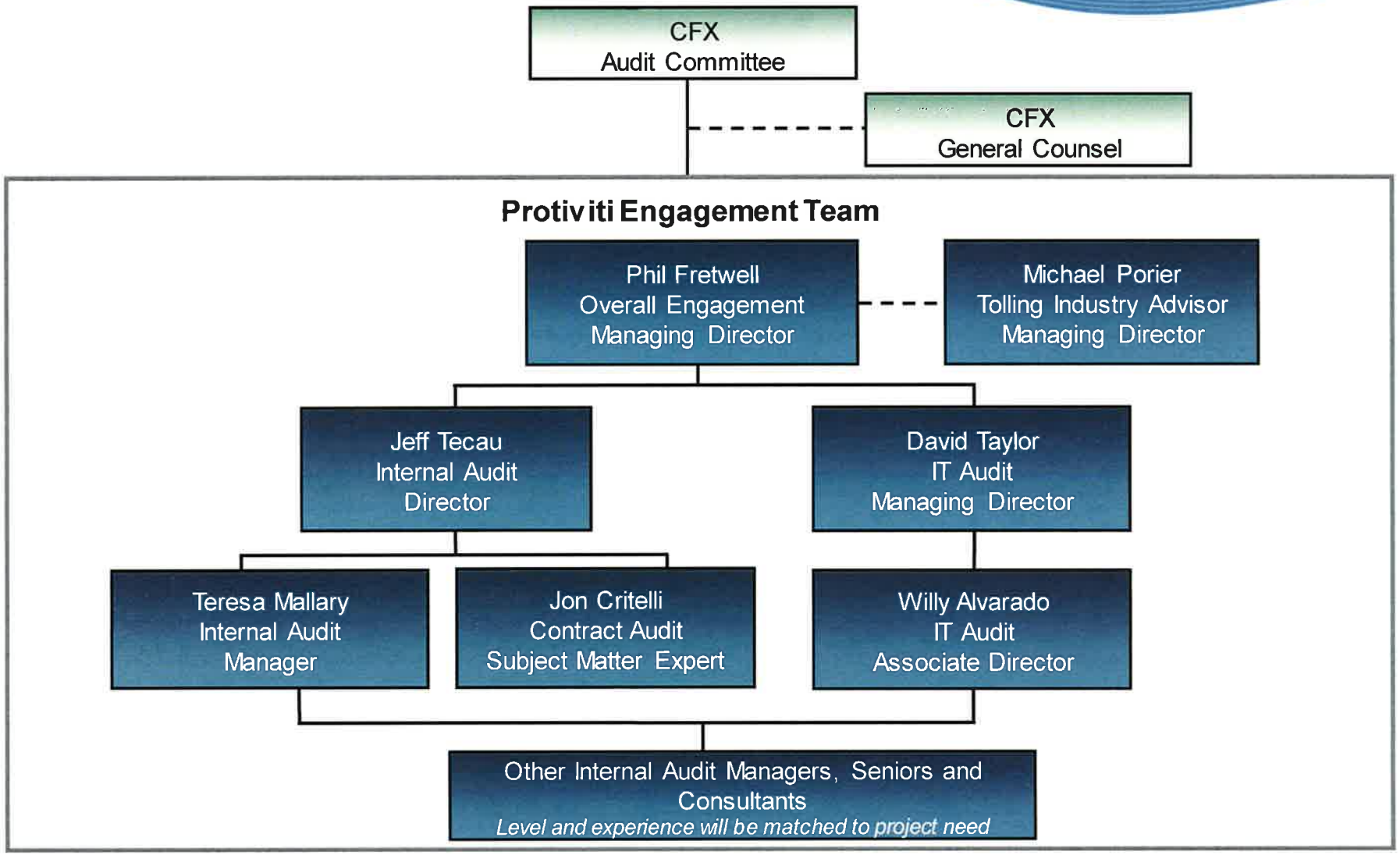
Central Florida Expressway Authority

Internal Audit Plan
For the Fiscal Year Ending June 30, 2015

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Your Internal Audit Team

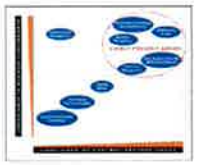
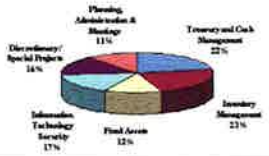


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Background

Risk assessment is a critical element of a high-quality Internal Audit department's responsibility and provides the opportunity to be "front and center" with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2015 risk assessment was to identify and prioritize key areas of risk within the Authority to consider in designing the fiscal 2015 Internal Audit plan. The approach utilized in conducting the fiscal 2015 risk assessment and in developing the fiscal 2015 Internal Audit plan is depicted below:

	**Identify Key Areas of Risk to be Assessed**	-Confirm and update prior year risk areas based upon review of prior year work papers, audit results, and discussions with senior management and the Board -Determine preliminary risk ratings based upon prior year results -Review areas of potential fraud risk as identified in prior years
	**Assess & Prioritize Areas of Risk**	-Conduct interviews with management to confirm and validate the current enterprise risk model and the identified fraud risks and to gain additional insight around risk trending -Aggregate and compile resulting information -Provide a graphical representation of enterprise risks on a risk heat map to prioritize areas of risk
	**Select Focus Areas**	- Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for 2015 - Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus
	**Develop & Approve Audit Plan**	-Establish high-level scoping statements and levels of effort for proposed projects -Finalize budget allotments and propose projects for Audit Committee approval -Finalize proposed timing for selected projects -Finalize Internal Audit plan and obtain Audit Committee approval

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Interview List

The following fifteen (15) members of management and key vendors were interviewed to gather information for the fiscal year 2015 Internal Audit plan:

Name	Title
Joe Berenis	Deputy Executive Director
Laura Kelley	Deputy Executive Director
Joe Passiatore	General Counsel
Lisa Lumbard	Interim Chief Financial Officer
Claude Miller	Director of Procurement
Joann Chizlett	Director of Information Technology
Ben Dreiling	Director of Construction

Name	Title
Neel Long	Director of Human Resources
Corey Quinn	Director of Expressway Operations
Glenn Pressimone	Project Manager, Engineering
Iranetta Dennis	Director of Development
Michelle Maikisch	Manager of PR and Communications
David Wynne	Manager of Toll Operations
Rene Rodrigue	Information Security Manager
Dan Goff	Vendor; FTS Project Manager

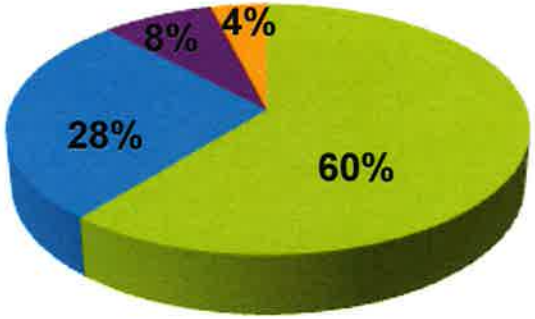
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Fiscal 2015 Internal Audit Plan Overview

The Authority's fiscal 2015 Internal Audit budget is $389,000, including the PCI Assessment of $65,100. The projects approved by the Audit Committee for inclusion in the 2015 plan are consistent with the budget. The project allocation, by type of Internal Audit project, is as follows:

	Budget Allocation	Frequency
Performance and Compliance		
- Prior Audit Recommendations: Semi-Annual Follow-up	$18,000	Annual
- Contract Billing Audits	$30,000	Annual
- Ethics Policy Compliance Audit	$39,000	5 Year Cycle
- 2013 COSO Framework Governance Review	$25,000	One Time
- All Aboard Florida Review	$31,900	One Time
- Back Office Customer Contact Center Review	$50,000	One Time
Information Technology		
- DHSMV Data Security Assessment	$25,000	Annual
- PCI 3.0 Gap Assessment	$20,000	One time
- ITS Security Review	$45,000	One Time
Other		
- Fiscal 2016 Internal Audit Plan and Risk Assessment	$25,000	Annual
Administration		
- Board and Audit Committee Meetings	$15,000	Annual
Total Internal Audit Budget	**$323,900**	
PCI Assessment with Report on Compliance*	$65,100 *	Annual
GRAND TOTAL	**$389,000**	



* The PCI Assessment is a separate contract and is not included in the Internal Audit contract

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3 Year Internal Audit Projects Schedule

Description	Frequency	Date Last Performed	Audit Plan Year 2015	2016	2017
Annual Internal Audits					
Internal Audit Plan and Risk Assessment	Annual	2014	$ 25,000	$ 25,000	$ 25,000
Board and Audit Committee Meetings	Annual	2014	$ 15,000	$ 15,000	$ 15,000
Prior Year Recommendations: Semi-Annual Follow-up	Annual	2014	$ 18,000	$ 18,000	$ 18,000
Contract Billing Audits	Annual	2014	$ 30,000	$ 30,000	$ 30,000
DHSMV Data Security Assessment	Annual	2014	$ 25,000	$ 25,000	$ 25,000
		Total	$ 113,000	$ 113,000	$ 113,000
PCI Assessment					
PCI Assessment with Report on Compliance	Annual	2014	$ 65,100	$ 65,100	$ 65,100
Cyclical Audits					
Ethics Policy Compliance Audit (including SB230 review)	5 Year Cycle	2010	$ 39,000		
Purchasing Spend Data Audit	5 Year Cycle	2010			X
Accounting System Access and SOD Review	5 Year Cycle	2011		X	
Human Resources Process Review	5 Year Cycle	2011			X
Right of Way Audit	5 Year Cycle	2012			X
Toll Violations Audit	3 Year Cycle	2012		X	
Toll Revenue Audit	3 Year Cycle	2013		X	
Procurement Audit of Large Contract Awards	3 Year Cycle	2013			X
IT General Controls Review	3 Year Cycle	N/A			X
Document Retention and Records Management Audit	3 Year Cycle	N/A			X
Sensitive Data / Data Management Review	3 Year Cycle	2014			
Maintenance and Safety Plan Compliance Audit	3 Year Cycle	2014			
Social Media Policy Audit	3 Year Cycle	N/A			X
Disaster Recovery Review	3 Year Cycle	N/A		X	
One Time Audits					
2013 COSO Framework Governance Review	One Time	N/A	$ 25,000		
All Aboard Florida Review	One Time	N/A	$ 31,900		
Back Office Customer Contact Center Review	One Time	N/A	$ 50,000		
PCI 3.0 Gap Assessment	One Time	N/A	$ 20,000		
ITS Security Review	One Time	N/A	$ 45,000		
PCI Risk Assessment	One Time	N/A		X	
Internal Penetration Test	One Time	N/A		X	
Tolling System Replacement Implementation Review	One Time	N/A		X	
Communications Program Review	One Time	N/A		X	
Capital Projects Consultant Review	One Time	N/A		X	
IT Service Management Review	One Time	N/A		X	
		Grand Total	$ 389,000	$ 113,000	$ 113,000

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Fiscal 2015 Internal Audit Projects

#	Project	Project Description	Risks	Estimated Cost
1	**Fiscal 2016 Internal Audit Plan and Risk Assessment**	We will conduct a risk assessment to highlight the Authority's current year risk profile, to identify risk trends, and to form the foundation for the fiscal year 2015/2016 Internal Audit Plan. In addition, we will conduct the annual review of the completeness of the fraud risk universe and annual refresh of the fraud risk assessment. The information and findings will be utilized to develop the 2015/2016 Internal Audit plan, with a focus on addressing opportunities identified during the risk assessment process.	Strategic Planning Fraud	$25,000
2	**Board and Audit Committee Meetings**	Protiviti will attend Board meetings and prepare for and present at all Audit Committee meetings during fiscal year 2015. This includes document preparation time and preparation time with management and the Audit Committee in advance of meetings.	N/A	$15,000
3	**Prior Audit Recommendations: Semi-Annual Follow-up**	This work will focus on semi-annual follow-up on the status of all OPEN action plans from prior year audits. In addition, internal audit will consider re-auditing closed recommendations for selected areas from prior year audits as requested by management or the Audit Committee.	Various	$18,000
4	**Contract Billing Audits**	This audit will encompass a selection of 2 or 3 large engineering, construction, maintenance, operations, or legal contracts on an annual, rotational basis, with the objective of verifying that internal controls are in place to ensure work performed for the Authority under large contracts has been billed in accordance with contractual terms and conditions. The work will include testing pricing and hours worked for accuracy and validity, testing invoice approvals, testing vendor compliance with other contractual obligations, using data analytics to identify high risk vendors and/or change orders, and trending key spend data and other data points for management review and consideration.	Contract Management Contract Performance Reporting Cost Containment Procurement and Vendor Selection	$30,000
5	**DHSMV Data Security Assessment**	The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information.	IT Security	$25,000
6	**Ethics Policy Compliance Review**	CFX has a formal ethics policy in place and will update it to incorporate new ethics language imposed by Florida state legislation. Later in the year, Internal Audit will review the policy and (1) leverage leading practices to suggest additional areas for consideration to include in the policy and (2) review compliance with the policy, including the new provisions added as a result of Florida state legislation.	Ethical Behavior Financial Reporting	$39,000

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Fiscal 2015 Internal Audit Projects

#	Project	Project Description	Risks	Estimated Cost
7	**2013 COSO Framework Governance Review**	The *Committee of Sponsoring Organizations* of the Treadway Commission (***COSO***) is a voluntary private sector initiative dedicated to improving organizational performance and governance through effective internal control, enterprise risk management, and fraud deterrence. On May 14, 2013, COSO released an updated version of its Internal Control—Integrated Framework. SEC registrants subject to Sarbanes-Oxley requirements are converting to the new framework by December 15, 2014. The objective of this review will be to leverage the newly issued 2013 COSO framework and related points of focus to review CFX's governance level internal controls for gaps to leading practices.	Governance Ethical Behavior	$25,000
8	**All Aboard Florida Review**	The objective of this project will be to review the background of CFX's commitments to All Aboard Florida to outline CFX's obligations, future exposures, expected spend, necessary contracting, and potential land acquisitions associated with the project.	Strategic Planning Access to Capital Political Environment Cost Containment	$31,900
9	**Back Office Customer Contact Center Review**	With the existing delay of a back office consolidation of the customer contact center, Protiviti subject matter experts will conduct a performance review of the existing customer contact center operation, with a focus on risks around the efficiency and effectiveness of operations, to provide the Authority with opportunity to consider risks, results, or leading practices to put into place during the interim or to consider during an eventual move to back office consolidation. This review may entail (1) Organizational Analysis (interviews, training and quality assurance, evaluation of 3rd-party vendors/suppliers, and staffing / scheduling), (2) Detailed Contact Analysis (to collect a statistically valid sampling of calls through a combination of direct, side-by-side call observation and analysis of recorded calls to review call processing, applications used, how effectively technology and call processing is applied, what issues the agents typically face during the progress of a call, and how effectively customers are served), (3) Technology / Infrastructure Application Review, and (4) Statistical Analysis to extrapolate call handling costs and related performance.	Back Office Consolidation Cost Containment Customer Satisfaction	$50,000

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Fiscal 2015 Internal Audit Projects

#	Project	Project Description	Risks	Estimated Cost
10	**ITS Security Review**	Protiviti will conduct an system security review of Intelligent Transportation Systems. This review will include an assessment of access controls, hardening procedures, patching processes, and remote connectivity of ITS systems to identify security risks that exist in the ITS network.	IT Security	$45,000
11	**PCI 3.0 Gap Assessment**	Protiviti will conduct a gap assessment to identify new items that must be addressed to maintain compliance with the PCI DSS under version 3.0.	IT Security	$20,000

Fiscal 2015 PCI Assessment

#	Project	Project Description	Risks	Estimated Cost
1	**PCI Assessment with Report on Compliance**	This project will be to fully test the Authority's compliance with the PCI Data Security Standard, (PCI-DSS) version 3.0 and issue a Report on Compliance (ROC). The testing will cover all twelve sections of the PCI-DSS.	IT Security	$65,100

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Other Potential Internal Audit Projects Not Included in the FY15 Internal Audit Plan

#	Project	Project Description	Risk	Estimated Cost
1	**Procurement Audit of Large Contract Awards**	This audit will encompass a selection of large engineering and construction contract awards. The work will include testing the awarding process of contacts that are not "low bid" awards, and evaluating the process for short-listing vendors and for scoring proposals. We will review the bid packages and awarding criteria for contracts selected for audit and verify there is proper justification for each award. We will also review for any evidence of excessive vendor preference.	Procurement and Vendor Selection Fraud	$35,000
2	**Toll Violations Audit**	This audit will focus on reviewing the processes, policies, procedures, technology, and reporting in place around the violations process to verify the process is working as intended. Focus will be on enhancing the efficiencies around the process to review violations and to bill and collect violations revenue. Samples of deleted / voided unpaid toll notices will also be reviewed to verify there is sufficient justification for voiding.	Toll Violations	$45,000
3	**Toll Revenue Audit**	This audit will focus on cash toll collections and electronic tolling collections, with the objectives to review (1) controls exist to ensure revenue data captured at the point of origin is completely and accurately recorded to the financial statements, (2) physical safeguarding controls exist around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts / other reconciling activities), (3) controls in place around processing revenue adjustments to customer accounts are operating according to policy, and (4) appropriate monitoring and measurements are in place to review toll revenue. Additionally, IT general controls around supporting systems and information technology will be reviewed.	Toll Collections Cash Handling	$75,000
4	**Purchasing Spend Data Audit**	This review will focus on a 100% interrogation of spending data over a 3 year history to identify opportunities for recovery such as vendor overpayments, unused vendor credits, etc. We will use our proprietary tools to review the Authority's detailed spend data for areas of leakage and audit against contracts and other available information as red flags are identified. As a side benefit to any actual recoveries, we will also focus on identifying potential frauds, root causes and process improvement opportunities.	Cost Containment Fraud Procurement	$50,000
5	**Capital Projects Consultant Review**	The objective of this review is to analyze the key construction and engineering processes performed by third-party engineering consulting firms in support of large capital projects. We will utilize the Project Management Body of Knowledge as the framework to identify and assess key processes performed by third-party engineering consulting firms related to project scope, time, cost, quality, communications, and risk management. We will identify current controls within the various processes and test key controls for operating effectiveness. We will also identify potential control gaps within the processes and work with management to develop recommendations and next steps to address the control gaps.	Contract Management Contract Performance Reporting	$45,000

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Other Potential Internal Audit Projects Not Included in the FY15 Internal Audit Plan

#	Project	Project Description	Risk	Estimated Cost
6	**Document Retention and Records Management Audit**	The Authority is in process of implementing an updated document retention and records management policy. This review will focus on the Authority's processes and policies in place around records management and to comply with public records laws. Additionally, we will review documentation retention schedules specific to document classification (different types must be kept for a different lengths of time) for consistency with rules established by the Florida Secretary of State.	Records Management	$30,000
7	**Right of Way Audit**	This audit will encompass reviewing the Authority's right of way process every 5 years, including right of way acquisitions through negotiated settlement and acquisitions through the use of eminent domain. Potential areas of review around right of way acquisitions include property owner notification, business owner notification, offers, good faith negotiations, suits, agreements, closings, and settlement. Areas of review regarding potential use of eminent domain include legal settlement, mediated settlement, fees and costs, preparation of lawsuits and petitions, timing, business damage claims and costs.	Cost Containment Public Relations Records Management	$50,000
8	**Accounting System Access and Segregation of Duties Review**	The financial close and related accounting processes will be reviewed for appropriate segregation of duties among Authority personnel. Protiviti-developed tools will be leveraged to verify segregation for each key accounting cycle around the following: Physical custody of assets, adjustments to accounting records, approvals of accounting transactions, and review responsibilities. In addition, we will also review access rights within the Eden financial package to verify system access restrictions appropriately support segregation of duties and to identify segregation of duties conflicts within the system. We will recommend compensating monitoring controls to the extent necessary.	Financial Reporting Fraud	$20,000
9	**Disaster Recovery Review**	This review will focus on the IT Disaster Recovery plans, including existing policies and procedures. The review will include an assessment of the documented plans as well as the foundational efforts that were performed to create them (such as a Business Impact Analysis).	Business Continuity	$35,000

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Other Potential Internal Audit Projects Not Included in the FY15 Internal Audit Plan

#	Project	Project Description	Risk	Estimated Cost
10	**Social Media Policy Audit**	The purpose of this audit is to review the Authority's social media program, with a focus on how social media is utilized within the Authority for marketing purposes, how it is being used to enhance customer service (customers) , and how social media use by employees and is monitored by the Authority for compliance (employees). Recommendations around enhancing the Authority's social media policy and process will be made around key risk exposures. Finally, testing will be perform for key controls in place.	Communications	$30,000
11	**Communications Program Review**	Leverage Protiviti subject matter experts to review the Authority's communications program to create brand awareness, training and onboarding for new Board members, and enhance the overall rebranding efforts. Leading practice ideas for improving communications and marketing will be shared as appropriate.	Communications	$30,000
12	**IT Service Management Review**	This review will focus on IT operational effectiveness and entail the following: (1) Processes for receiving, responding to and prioritizing requests for work; (2) Program and project management procedures and governance entities; (3) Review of overall roles and responsibilities for alignment with technology strategy and business objectives; (4) Review of IT service management procedures (potentially using ITIL); (5) Analyze the procedures for communication and transparency of IT projects and effectiveness; (6) Compare with leading practices, evaluate maturity, and provide specific recommendations for effectiveness/ efficiency.	IT Infrastructure IT Applications Strategic Planning Communication	$50,000
13	**PCI Risk Assessment**	PCI requirement 12 states that organizations must implement a risk assessment process that is performed annually, identifies critical assets (and their corresponding threats and vulnerabilities), and results in a formal risk assessment. Protiviti will conduct a risk assessment for CFX of CFX's IT environment that will identify asset groupings within the PCI environment and assign them a value. This value is based on the likelihood and potential impact of threats posed to these assets, the vulnerabilities they have, and the safeguards surrounding them. Assets with higher values have higher risks, and can help prioritize actions through PCI compliance efforts.	IT Security	$65,000
14	**Internal Penetration Test**	Protiviti will assess the security of internal networks, devices, and servers as part of an internal penetration test. This test will identify risks to those networks, devices, and servers posed by outdated software, missing patches, or insecure configurations. Attempts will then be made to exploit these vulnerabilities with manual techniques.	IT Security	$25,000

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Other Potential Internal Audit Projects Not Included in the FY15 Internal Audit Plan

#	Project	Project Description	Risks	Estimated Cost
15	**Tolling System Replacement Implementation Review**	The Authority will replace all roadside equipment, toll plaza imaging system s and host database at the toll plazas during FY15. This audit will focus on evaluating the Authority procedures for monitoring and identifying potentially revenue loss that may occur during the implementation of the tolling system replacement project and identify potential revenue collections from the vendor.	Toll Collections	$35,000
16	**ISO 27001 Information Security Review**	This review will compare CFX's information security practices and procedures to the ISO 27001 framework. This framework is widely recognized as the benchmark for assessing / creating overall information security programs. Protiviti will utilize an adapted version of the Carnegie Mellon Capability Maturity Model (CMM) to report on the results. The CMM helps to identify critical areas that must be addressed before an organization can progress to a more mature state.	IT Security	$45,000

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Internal Audit Timeline

Selected Audits

1. Fiscal 2016 Internal Audit Plan and Risk Assessment
2. Prior Audit Recommendations: Semi-Annual Follow-Up
3. Contract Billing Audits
4. DHSMV Data Security Assessment
5. Ethics Policy Compliance Review
6. 2013 COSO Framework Governance Review
7. All Aboard Florida Review *
8. Back Office Customer Contact Center Review
9. ITS System Security Review
10. PCI 3.0 Gap Assessment

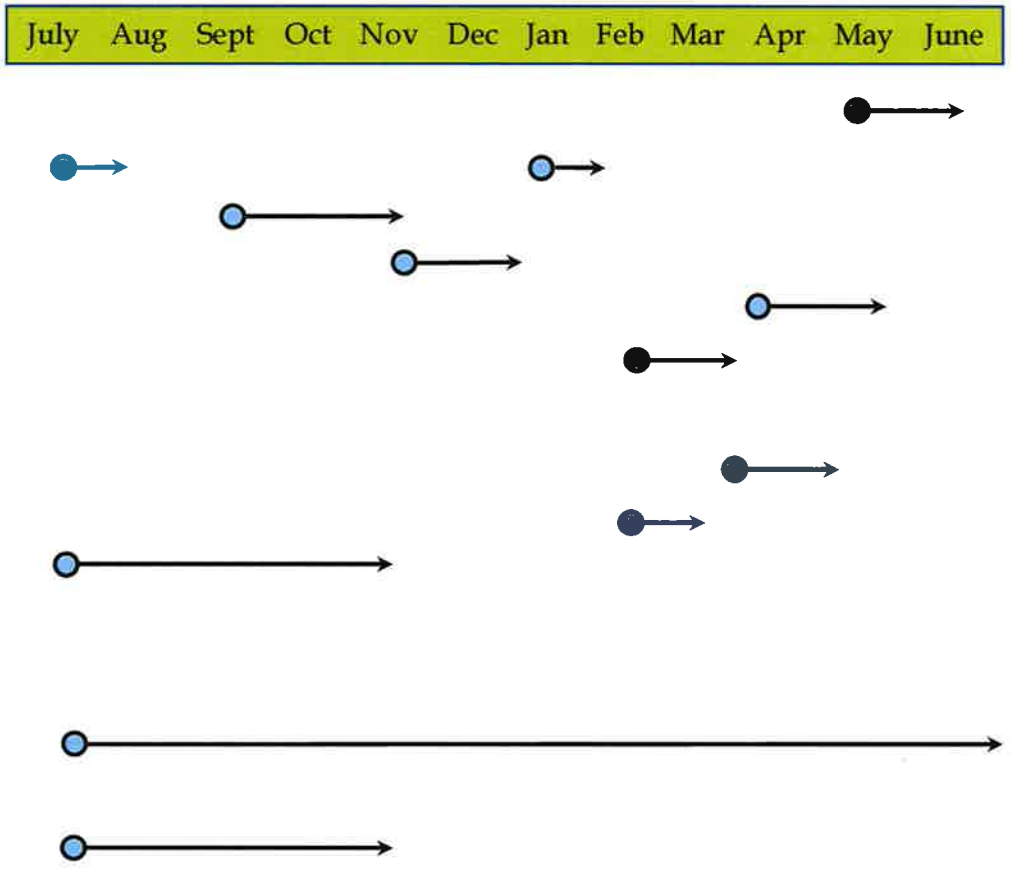
Administration

11. Board and Audit Committee Meetings

PCI Assessment

12. PCI Assessment with Report on Compliance

FY 2015 Estimated Project Timeline



* Timing subject to approval by the Audit Committee

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Appendix A
Internal Audit Charter

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Internal Audit Charter

Central Florida Expressway Authority
Fiscal 2015 Internal Audit Department Charter

MISSION
The mission of the internal audit department is to provide the Authority Board with unbiased, objective assessments of whether Expressway resources are responsibly and effectively managed to achieve intended results.

PURPOSE
Internal audit's purpose is to add value, improve operations, and enhance transparency. It helps the Expressway accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

INDEPENDENCE
The Internal Auditor Director is appointed by the Expressway Authority Board, and reports to them through the Audit Committee. The role of the Internal Audit Director may be filled by an outside firm that provides internal audit services to the Expressway Authority on an outsourced basis. For administrative purposes, the Internal Audit Director reports to the General Counsel. To ensure independence, the internal audit function has no direct responsibility or any authority over any of the activities or operation of the Expressway.

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Internal Audit Charter

AUTHORITY

Everything the Expressway Authority does is subject to assessment by internal audit. Internal Audit shall have full, free, and unrestricted access to all activities, records, properties and personnel. The Internal Audit Director shall have direct and independent access to members of the Audit Committee. The internal audit department is authorized to allocate resources, set frequencies, select subjects, determine scopes of work for projects as approved by the Audit Committee, and apply the techniques required to accomplish audit objectives. In addition, the Internal Audit Director may obtain the necessary assistance of personnel in units of the organization where they perform audits, as well as other specialized services from within or outside the organization, as approved by the Audit Committee.

SCOPE

Management is responsible for establishing and maintaining risk management, control, and governance processes. The scope of work of internal audit is to determine whether management's processes are adequate and functioning in a manner to ensure:

- Risks are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information is relevant, reliable and understandable.
- Employee actions comply with policies, standards, procedures, and applicable laws and regulations.
- Resources are acquired economically, used efficiently, and adequately protected.
- Programs, plans, and objectives are achieved.
- Quality and continuous improvement are fostered in control processes.
- Significant legislative or regulatory issues are recognized and addressed properly.

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Internal Audit Charter

RESPONSIBILITY

The internal audit department's responsibility includes, but is not limited to:

- Develop a flexible annual audit plan using appropriate risk-based methodology, including any risks or control concerns identified by management, and submit that plan to the Audit Committee for review and approval.
- Implement the annual audit plan, as approved, including, and as appropriate, any special tasks or projects requested by management and the Audit Committee.
- Maintain a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirements of this Charter.
- Establish a quality assurance program by which the Internal Audit Director assures the operation of internal auditing activities.
- Perform consulting services, beyond internal audit's assurance services, to assist management in meeting its objectives. Examples may include facilitation, process design, training, and advisory services.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion.
- Issue periodic reports to the Audit Committee and management summarizing results of audit activities as well as results of internal and external assessments conducted in association with the Quality Assurance and Improvement Program.
- Keep the Audit Committee informed of emerging trends and successful practices in internal auditing.
- Provide a list of significant measurement goals and results to the Audit Committee.
- Assist in the investigation of significant suspected fraudulent activities within the organization and notify management and the Audit Committee of the results.
- Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage to the organization at a reasonable overall cost.

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Internal Audit Charter

STANDARDS

Internal audit shall comply with the International Standards for the Professional Practice of Internal Auditing of The Institute of Internal Auditors. Consistent with the IIA Standards, internal audit recognizes the mandatory nature of the Definition of Internal Auditing, the Code of Ethics, and the IIA Standards.

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Appendix B
Enterprise Risk Assessment

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Enterprise Risk Assessment

To assist with the development of the fiscal 2015 Internal Audit Plan, Internal Audit used prior years' risk models and risk trending data as the starting point for discussions with management. Internal Audit asked management to consider the current business environment, critical business initiatives, and prior year audit results to provide input on which risks warranted the most focus in today's environment. In addition, management was asked to identify any new risks that may not have been considered in past years for inclusion in the current risk model.

Internal Audit utilized the aggregated input obtained during interviews with management and from risk surveys of management to develop a list of potential internal audit projects for fiscal 2015, with the objective being to help the Audit Committee and management mitigate areas of highest residual risk, monitor areas of high inherent risk, or to mitigate areas where risks are trending higher.

Risk is defined as follows:

Risk:

- Is the possibility of an event occurring that will have a negative impact on the achievement of goals and objectives and could also include the cost of missing an opportunity.

Inherent Risk:

- Is the amount of risk to the business given the environment in which it operates, without considering the application of controls. The risks identified on the following page represent the risk areas deemed most important for the Authority to manage and control in order to achieve its goals and objectives.

Residual Risk:

- Is the amount of risk remaining after the application of management controls. Residual risk was judgmentally considered for purposes of this fiscal 2014 audit plan in the selection of potential projects for inclusion in the plan. The results of the residual risk assessment are depicted via the Enterprise Risk Map on the following pages.

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CFX Risk Model

Strategic Execution

- Strategic Planning*
- Regulatory Changes^
- Governance*^
- Communication
- Back Office Consolidation*
- Organization Structure*
- Statewide Interoperability
- Political Environment
- Leadership
- National Interoperability
- Succession Planning*
- Access to Capital
- Ethical Behavior*^
- Outsourcing*
- Toll Rate Management

Financial Reporting

- Financial Reporting*
- Cost Containment*^
- Budgeting
- Fraud*^
- Bond Financing / Covenant Compliance
- Contract Performance Reporting*^
- Procurement and Vendor Selection*^
- Management Performance Reporting*
- Cash Handling*
- Treasury and Liquidity Management

Operational Execution

- Toll Violations*
- Toll Collections*
- IT Applications*
- Human Resources*
- Public Relations*
- IT Infrastructure* / Business Continuity*
- IT Security*^
- IT Change Management*
- Insurance Coverage
- Customer Satisfaction

Regulatory / Compliance

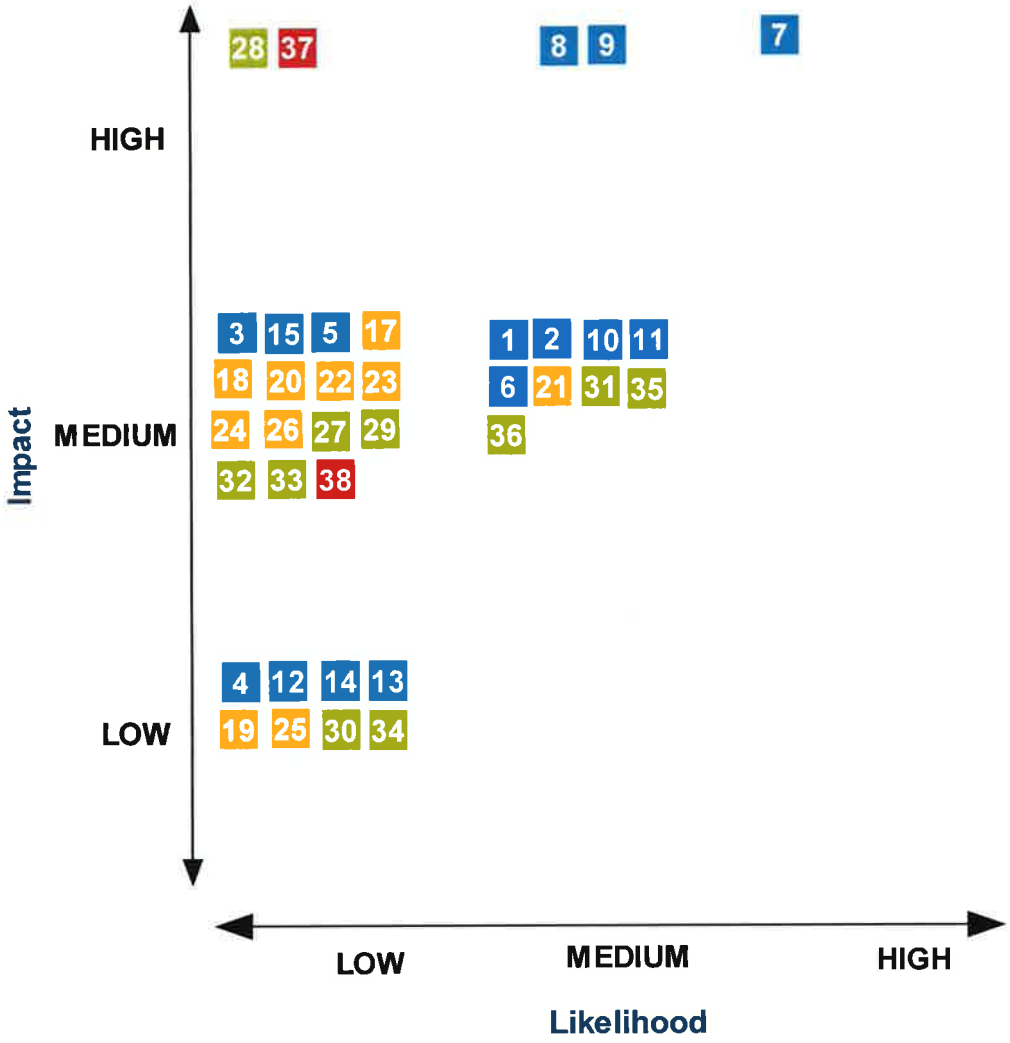
- Maintenance & Safety*
- Contract Management*^

- Represents risks addressed by internal audits conducted during fiscal years 2009 – 2014.
- ^ Represents areas to be addressed by Fiscal 2015 Internal Audit projects

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Enterprise Risk Map – Residual Risk



STRATEGIC EXECUTION

1	Strategic Planning
2	Organization Structure
3	Succession Planning
4	Regulatory Changes
5	Access to Capital
6	Statewide Interoperability
7	Governance
8	Political Environment
9	Ethical Behavior
10	Communication
11	Leadership
12	Outsourcing
13	Toll Rate Management
14	Back Office Consolidation
15	National Interoperability

OPERATIONAL EXECUTION

27	Toll Violations
28	Toll Collections
29	IT Application Controls
30	Human Resources
31	IT Infrastructure/ Business Continuity
32	IT Security and Access
33	IT Change Management
34	Insurance Coverage
35	Public Relations
36	Customer Satisfaction

REGULATORY/ COMPLIANCE

37	Contract Management
38	Maintenance and Safety

FINANCIAL REPORTING

17	Bond Financing / Covenant Compliance
18	Fraud
19	Management Performance Reporting
20	Budgeting
21	Cost Containment
22	Treasury and Liquidity Management
23	Cash Handling
24	Procurement and Vendor Selection
25	Contract Performance Reporting
26	Financial Reporting

*The enterprise risk rankings above are based on management's evaluation.

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Risks Not Addressed through Internal Audit

Risk	Controls and/or Oversight outside of Internal Audit	Audit Committee Evaluation of Additional required Internal Audit Effort
Communication	Communication risks are principally managed through Board of Directors and Committee oversight.	None – not typically an area that can be addressed by internal audit.
Access to Capital	Capital has been achieved through bond offerings – see related risks below.	None – not typically an area that can be addressed by internal audit.
Political Environment	The political risks are managed by the Executive Director and frequent communication of issues with the Board and Committees.	None – not typically an area that can be addressed by internal audit.
Leadership	Leadership risks are managed by the Board.	None – not typically an area that can be addressed by internal audit.
Budgeting	Budgeting risks are managed by the Board and Finance Committee, including an annual presentation the budget process results by the CFO.	None – remaining risks are not significant enough to cost justify additional internal audit resources.
Bond Financing / Covenant Compliance	Outside financial advice is provided by third party firms and the external auditor considers covenant compliance in connection with the annual financial statement audit.	None – remaining risks are not significant enough to cost justify additional internal audit resources.
Treasury & Liquidity Management	Treasury and liquidity risks are managed by the CFO with oversight of the Finance Committee.	None – remaining risks are not significant enough to cost justify additional internal audit resources.
Insurance Coverage	An outside advisor was engaged in fiscal year 2013 to provide advice on insurance coverage.	None – remaining risks are not significant enough to cost justify additional internal audit resources.
Toll Rate Management	Toll rate management risks are managed by the Finance Committee	None – remaining risks are not significant enough to cost justify additional internal audit resources.
Statewide Interoperability	Statewide interoperability risks are managed by the Executive Director and overseen by Authority staff.	None – statewide interoperability is heavily impacted by data provided by third parties.
National Interoperability	National interoperability risks are managed by the Executive Director and the Board and Committees.	None – national interoperability requirements have not been defined.

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Appendix C
Fraud Risk Assessment

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Fraud Risk Assessment

In addition to the Enterprise Risk Assessment and in conjunction with the Fiscal 2015 Internal Audit planning process, Internal Audit also executed a fraud risk assessment with the objectives of:

1. Conducting a review of the completeness of the Authority's fraud risk universe and a refresh of the fraud risk assessment last completed during Fiscal year 2014.

2. Identifying key management activities and prior audits that may help reduce exposure to the highest risk fraud scenarios, and

3. Proposing Internal Audits projects as part of this plan that may help reduce exposure to the highest risk fraud scenarios that have not been previously audited within the past 5 years or that do not appear to receive a high amount of attention from management.

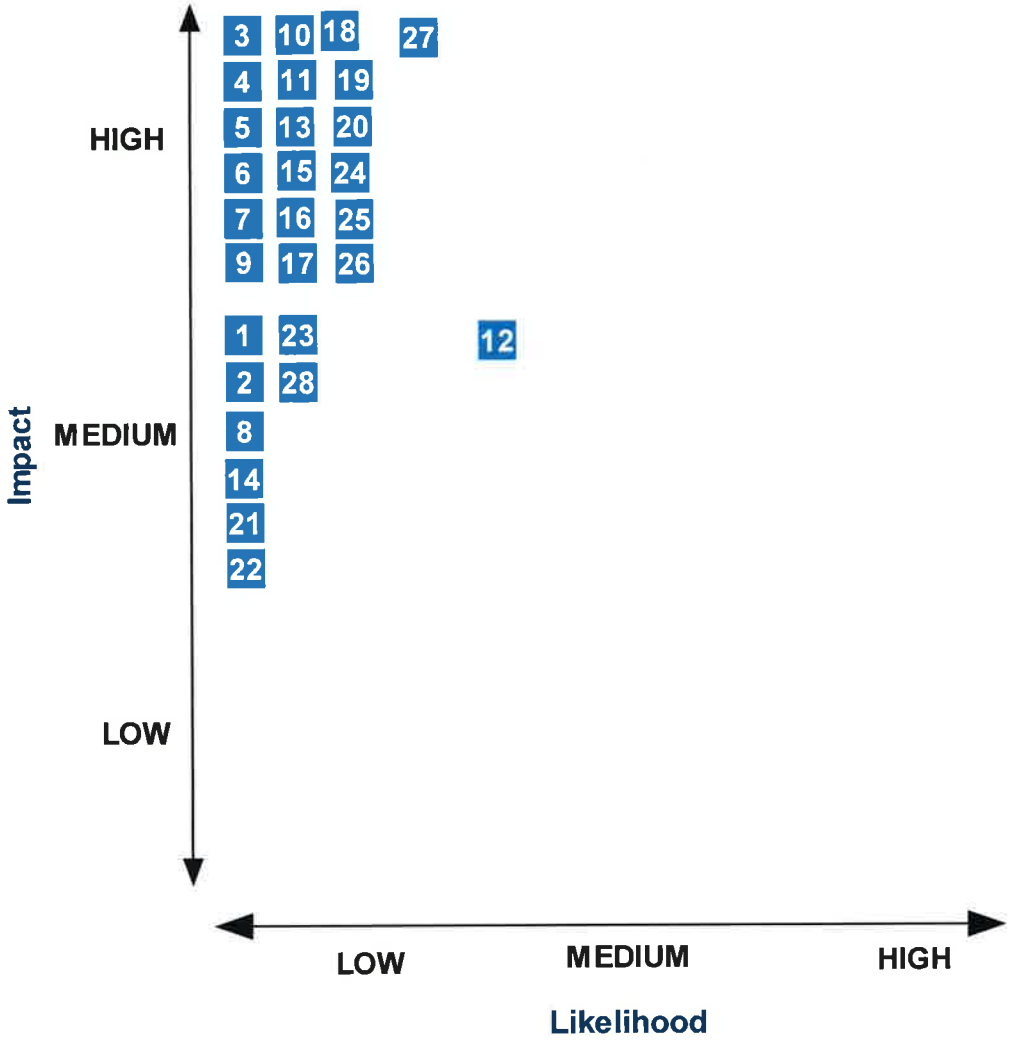
Per the Institute of Internal Auditors (IIA) *International Standards for the Professional Practice of Internal Auditing* ("*Standards*") *Standard 2120.A2* reads, "The internal audit activity must evaluate the potential for the occurrence of fraud and how the organization manages fraud risk."

The results of the fraud risk assessment work for the most significant or likely fraud risk scenarios are provided as part of this Appendix.

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Fraud Risk Map – Residual Risk



FRAUD RISK

Management	
1	Unauthorized / improper use of corporate credit cards / misuse of funds
3	Awarding of work to related parties
4	Bribery / kickback to award bids
5	Management disclosure of confidential information during procurement
6	Theft or misuse of confidential financial information
7	Billing for work not performed or vendor overbillings
9	Circumvention of procurement
10	Selective disclosure to Board or public
18	Earnings management
20	Management override of controls
21	Nepotism
24	Use of confidential information for personal gain
25	Solicitation
26	Price fixing
27	Bid rigging
28	Off contract agreements
Employee	
2	Payment of false invoices / invoices do not match contract terms
13	Misuse of company assets / theft of company assets
14	Falsification of hours worked
15	Unauthorized adjustment of salary / wages
16	Theft / forgery of payroll or blank checks
17	Creation of ghost vendors or employees
19	Manual journal entries
23	Partner billings / payments
Third Party	
8	Adjustment to customer accounts
11	Theft of cash
12	Toll violations
22	Counterfeit cash

***The fraud risk rankings above are based on management's evaluation.**

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Fraud Risk Assessment Results

Risk assessment results and a gap coverage analysis for the highest ranked fraud risk scenarios are depicted below, consideri ng management control activities, prior Internal Audits, and potential next steps / proposed future audits.

Risk #	Fraud Scenario	Relative Rating / Trend	Management Key Activity	Prior Audits	Potential Next Steps / Audits
1	Unauthorized / improper use of corporate credit cards / misuse of funds	High	Procurement policies and procedures are in place.	A. 2010 Purchasing Spend Audit	None
2	Payment of false invoices / invoices do not match contract terms	High	Procurement policies and procedures are in place.	A. 2011, 2012, 2013 and 2014 Contract Audits B. 2011 Vendor Billing Audits C. 2010 Purchasing Spend Audit	2015 Contract Audit
3	Awarding of work to related parties	High	Procurement policies and procedures are in place.	None	None proposed; typically reviewed as part of a whistleblower complaint
4	Bribery / kickback to award bids to Board or Management	High	Procurement policies and procedures are in place. Ethics policy is in place.	A. 2011 and 2013 Procurement Compliance Audit B. 2010 Ethics Policy Compliance Audit C. 2009 Corporate Governance Review	2015 Ethics Policy Compliance Audit 2015 Governance Review
5	Management disclosure of confidential information during procurement	High	Bids / proposals are sealed and opened only after the due date.	A. 2011, 2012, 2013, and 2014 Contract Audits	2015 Contract Audit
6	Theft or misuse of confidential financial information, e.g. credit card numbers, bank account information, etc.	High	Call center employees cannot see customer financial information once it is entered into the system.	A. 2014 Sensitive Data Review B. PCI Assessment with Report on Compliance	2015 PCI Assessment
7	Billing for work not performed or vendor overbillings	High	Invoices are reviewed on multiple levels prior to payment	A. 2011, 2012, 2013 and 2014 Contract Audits B. 2011 Vendor Billing Audits C. 2010 Purchasing Spend Audit	2015 Contract Audit

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Fraud Risk Assessment Results

Risk #	Fraud Scenario	Relative Rating / Trend	Management Key Activity	Prior Audits	Potential Next Steps / Audits
8	Adjustment to customer accounts	High	Outsourced to Third Party	A. 2009 and 2013 Toll Revenue Audit B. 2013 Toll Revenue Audit	None
9	Circumvention of procurement	High	Procurement policies and procedures are in place.	A. 2011 and 2013 Procurement Compliance Audit	None
10	Selective disclosure to Board or public (Intentionally omitting detrimental information, debt covenant violations, ethics violations, etc.)	High	Ethics policy is in place.	A. 2010 Ethics Policy Compliance Audit B. 2009 Corporate Governance Review	2015 Ethics Policy Compliance Audit 2015 Governance Review
11	Theft of cash	High	Reconciliations are performed between cash collected, what the collector's system says should have been collected, and the treadles.	A. 2009 and 2013 Toll Revenue Audit	None
12	Toll violations	Medium	Unpaid Toll Notices are sent to violators	A. 2012 Violations Audit	None
13	Misuse of company assets / theft of company assets	High	Procurement policies and procedures are in place.	None	None; typically reviewed as part of a whistleblower complaint
14	Falsification of hours worked	Medium	Segregation of duties	A. 2011 Human Resources Process Review	None

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Fraud Risk Assessment Results

Risk #	Fraud Scenario	Relative Rating / Trend	Management Key Activity	Prior Audits	Potential Next Steps / Audits
15	Unauthorized adjustment of salary/Wages	High	Segregation of duties	A. 2011 Human Resources Process Review	None
16	Theft/Forgery of payroll or blank checks	High	Segregation of duties	A. 2011 Accounting System and SOD Review	None
17	Creation of ghost vendors or employees	High	Segregation of duties	A. 2011 Accounting System and SOD Review B. 2011 Human Resources Process Review	None
18	Earnings Management	High	Assessment of earnings performed	None	None
19	Manual Journal Entries	High	Segregation of duties	A. 2011 Accounting System Access and SOD Review	None
20	Management override of controls	High	Segregation of duties	None	None; typically reviewed as part of a whistleblower complaint
21	Nepotism	Medium	Human resources policies and procedures are in place.	None	None; typically reviewed as part of a whistleblower complaint
22	Counterfeit cash	Medium	Toll lane detection software	None	None

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Fraud Risk Assessment Results

Risk #	Fraud Scenario	Relative Rating / Trend	Management Key Activity	Prior Audits	Potential Next Steps / Audits
23	Partner billings / payments		Invoices are reviewed on multiple levels prior to payment	A. 2011, 2012, 2013 and 2014 Contract Audits B. 2011 Vendor Billing Audits C. 2010 Purchasing Spend Audit	2015 Contract Audit
24	Use of confidential information for personal gain	High	Conflict of interest policies are in place.	None	None; typically reviewed as part of a whistleblower complaint
25	Solicitation of the Board or Management	High	Ethics policy is in place. Procurement policies and procedures are in place.	A. 2010 Ethics Policy Compliance Audit B. 2009 Corporate Governance Review C. 2011 and 2013 Procurement Compliance Audit	2015 Ethics Policy Compliance Audit 2015 – 2013 COSO Framework Governance Review
26	Price Fixing	High	Procurement policies and procedures are in place.	A. 2011 and 2013 Procurement Compliance Audit	None
27	Bid rigging	High	Bids / proposals are sealed and opened only after the due date.	A. 2011, 2012, 2013 and 2014 Contract Audits B. 2011 and 2013 Procurement Compliance Audit	2015 Contract Audit

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TAB 12

AUDIT COMMITTEE
CHARTER

Resolution No. 2014-

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS AUDIT COMMITTEE CHARTER

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, the Central Florida Expressway Authority assumed the governance and control of the Orlando-Orange County Expressway Authority; and

WHEREAS, the Authority previously adopted a policy creating the Audit Committee and its Charter; and

WHEREAS, the governing Board wishes to update the Audit Committee Charter to reflect the transition from the Orlando-Orange County Expressway Authority to the Central Florida Expressway Authority; and

WHEREAS, at its workshop on August 14, 2014; the Board directed changes to Audit Committee membership and changes to the method of Committee Chair selection,

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1. Throughout the Audit Committee Charter, "Orlando-Orange County Expressway Authority" is replaced with "Central Florida Expressway Authority".

Section 2. The first four paragraphs in the section entitled: "Organization" is hereby replaced with the following:

The Audit Committee shall be composed of five voting members as follows:

1. Orange County staff member appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;

4. Osceola County staff member appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have financial expertise in governmental accounting and experience reviewing financial statements and audit reports.

The Audit Committee will be chaired on an annual, rotating basis beginning on the effective date of this amendment, in the following order:

Orange County Representative
City of Orlando Representative
Seminole County Representative
Osceola County Representative
Lake County Representative

The Audit Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. The revised Charter is adopted in its entirety as Exhibit "A".

Section 4. This Resolution shall become effective upon adoption.

ADOPTED this 11th day of September, 2014.

_____
Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
AUDIT COMMITTEE CHARTER

Adopted October 27, 2004
Revised and Adopted January 24, 2007
Revised and Adopted November 19, 2008
Revised and Adopted July 24, 2009
Revised and Adopted October 27, 2010
Revised and Adopted January 23, 2013
Replaced and Adopted September 11, 2014

PURPOSE

The Audit Committee's primary function is to assist the Authority Board in fulfilling its oversight responsibilities by reviewing the financial information, systems of internal control which Management has established, the audit process, the process for monitoring compliance with laws and regulations and the Code of Ethics. In doing so, it is the responsibility of the Audit Committee to provide an open avenue of communication between the Authority Board, Management, the Internal Auditor, and external auditors. The Audit Committee is provided specific authority to make recommendations to the Chief Financial Officer, the Executive Director and the Authority Board.

ORGANIZATION

The Audit Committee shall be composed of five voting members as follows:

1. Orange County staff member appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have financial expertise in governmental accounting and experience reviewing financial statements and audit reports.

The Audit Committee will be chaired on an annual, rotating basis beginning on the effective date of this amendment, in the following order:

Orange County Representative
City of Orlando Representative
Seminole County Representative
Osceola County Representative
Lake County Representative

The Audit Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

The Internal Audit Director and the external auditors shall have direct and independent access to the Audit Committee and individually to members of the Audit Committee. The Committee shall have unrestricted access to employees and relevant information. The Committee may retain independent counsel, accountants or others to assist in the conduct of its responsibilities, subject to the Authority's procurement policy.

MEETINGS

The Audit Committee shall meet at least quarterly. Meetings may be called by the Authority Board Chairman, the Audit Committee Chair, or any two Committee members. Public notice shall be provided in accordance with State law.

Whenever possible, the agenda will be prepared by the Chair and provided in advance to members, along with appropriate briefing materials. In the absence of any objection, the Chair or any Committee member may add or subtract agenda items at a meeting. In the event of objection, a majority vote shall decide.

The Committee meeting minutes and any Committee recommendations shall be submitted to the Authority Board for consideration.

RESPONSIBILITIES

Financial Reporting Oversight

1. Review with Management and the external auditors:
   - The annual financial statements and related footnotes;
   - The external auditors' audit of the financial statements and their report;
   - Management's representations and responsibilities for the financial statements;
   - Any significant changes required in the audit plan;
   - Information from the external auditors regarding their independence;
   - Any difficulties or disputes with Management encountered during the audit;
   - The organization's accounting principles;
   - All matters required to be communicated to the Committee under generally accepted auditing standards.
2. Review with Management, the Authority's financial performance on a regular basis.

Internal Control and Risk Assessment

3. Review with Management the effectiveness of the internal control system, including information technology security and control.

4. Review with Management the effectiveness of the process for assessing significant risks or exposures and the steps Management has taken to monitor and control such risks.
5. Review any significant findings and recommendations of the Internal Auditor and external auditors together with Management's responses, including the timetable for implementation of recommendations to correct any weaknesses.

Compliance

6. Review with Management the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.

Code of Ethics

7. Review with Management and monitor adequacy, administration, and compliance with the Authority's Code of Ethics.
8. Review the procedures for the anonymous and confidential submission of complaints and concerns regarding matters such as accounting, internal controls, auditing, waste, abuse, fraud, conflicts of interest, or other Code of Ethics violations.

Internal Audit

9. Recommend to the Board the appointment or removal of the Internal Audit Director.
10. Review and approve the annual internal audit plan and all major changes to the plan.
11. Review the internal audit budget and submit to the Finance Committee.
12. Review and approve the Internal Audit Department Charter.
13. Review internal audit reports and recommend transmittal and acceptance of the audit for filing with the governing Board which shall be accomplished by separate item on the Consent Agenda at a regularly scheduled meeting.
14. Review annually the performance of the Internal Audit Director.
15. Review annually the effectiveness of the internal audit function.

External Audit

16. Appoint an Audit Committee Member to serve on the Selection Committee for all external audit services.
17. Recommend to the Authority Board the external auditors to be appointed and the related compensation.
18. Review and approve the discharge of the external auditors.
19. Review the scope and approach of the annual audit with the external auditors.
20. Approve all non-audit services provided by the external auditors.

Other Authority and Responsibilities

21. Conduct other activities as requested by the Authority Board.
22. Conduct or authorize investigations into any matter within the Committee's scope of responsibilities.
23. Address any disagreements between Management and the Internal Auditor or external auditors.
24. Annually evaluate the Committee's and individual member's performance.
25. Review the Committee's formal Charter annually and update as needed.
26. Confirm annually that all responsibilities outlined in this Charter have been carried out.

FINANCE COMMITTEE
CHARTER

Resolution No. 2014-

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS FINANCE COMMITTEE CHARTER

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, the Central Florida Expressway Authority assumed the governance and control of the Orlando-Orange County Expressway Authority; and

WHEREAS, the Authority previously adopted a policy creating the Finance Committee and its Charter; and

WHEREAS, the governing Board wishes to update the Finance Committee Charter to reflect the transition from the Orlando-Orange County Expressway Authority to the Central Florida Expressway Authority; and

WHEREAS, at its workshop on August 14, 2014; the Board directed changes to Finance Committee membership and changes to the method of Committee Chair selection,

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board.

Section 1. Throughout the Finance Committee Charter, "Orlando-Orange County Expressway Authority" is replaced with "Central Florida Expressway Authority".

Section 2. The first three paragraphs in the section entitled: "Organization" is hereby replaced with the following:

The Finance Committee shall be composed of five voting members as follows:

1. Orange County staff member appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;

4. Osceola County staff member appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have financial management expertise in governmental accounting and experience in public finance.

The Finance Committee will be chaired on an annual, rotating basis beginning on the effective date of this amendment, in the following order:

Seminole County Representative
Osceola County Representative
Lake County Representative
Orange County Representative
City of Orlando Representative

The Finance Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. The revised Charter is adopted in its entirety as Exhibit "A".

Section 4. This Resolution shall become effective upon adoption.

ADOPTED this 11th day of September, 2014.

_____
Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
FINANCE COMMITTEE CHARTER

PURPOSE

The Finance Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by providing financial and budgetary oversight and guidance.

RESPONSIBILITIES

The Finance Committee is responsible for conducting reviews and associated recommendations to the Board regarding capital budgeting, debt structure and issuance, liquidity, credit management, financial forecasting and interest rate risk management.

ORGANIZATION

The Finance Committee shall be composed of five voting members as follows:

1. Orange County staff member appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have financial management expertise in governmental accounting and experience in public finance.

The Finance Committee will be chaired on an annual, rotating basis beginning on the effective date of this amendment, in the following order:

Seminole County Representative
Osceola County Representative
Lake County Representative

Orange County Representative
City of Orlando Representative

The Finance Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

The Central Florida Expressway Authority Chief Financial Officer shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of Authority responsibilities, subject to the Authority's procurement policy and budget.

MEETINGS

The Finance Committee shall meet as required to review financial and budgetary matters and provide guidance to Authority staff and consultants. Meetings may be called by the Executive Director, Chief Financial Officer or the Finance Committee Chair.
Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the Chief Financial Officer and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for financial and budgetary actions shall be submitted to the Board for approval. Draft committee meeting minutes and any other Committee actions shall be submitted to the Authority Board for information and/or approval.

OPERATIONS COMMITTEE
CHARTER

Resolution No. 2014-

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS OPERATIONS COMMITTEE CHARTER

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, the Central Florida Expressway Authority assumed the governance and control of the Orlando-Orange County Expressway Authority; and

WHEREAS, the Authority previously adopted a policy creating the Operations Committee and its Charter; and

WHEREAS, the governing Board wishes to update the Operations Committee Charter to reflect the transition from the Orlando-Orange County Expressway Authority to the Central Florida Expressway Authority; and

WHEREAS, at its workshop on August 14, 2014; the Board directed changes to Operations Committee membership and changes to the method of Committee Chair selection,

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board.

Section 1. Throughout the Operations Committee Charter, "Orlando-Orange County Expressway Authority" is replaced with "Central Florida Expressway Authority".

Section 2. The section entitled: "Organization" is hereby replaced with the following:

The Operations Committee shall be composed of five voting members as follows:

1. Orange County staff member appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;

4. Osceola County staff member appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have operations and management experience.

The Operations Committee will be chaired on an annual, rotating basis beginning on the effective date of this amendment, in the following order:

City of Orlando Representative
Seminole County Representative
Osceola County Representative
Lake County Representative
Orange County Representative

The Operations Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. The revised Charter is adopted in its entirety as Exhibit "A".

Section 4. This Resolution shall become effective upon adoption.

ADOPTED this 11th day of September, 2014.

_____
Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
OPERATIONS COMMITTEE CHARTER

PURPOSE

The Operations Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by reviewing operational information, toll collection and violation processing functions, and established agency performance indicators to monitor agency operations. The Operations Committee has the specific responsibility and authority to make recommendations to the Executive Director and the Authority Board regarding operational issues.

RESPONSIBILITIES

1. Review with Management:
    - Toll revenue collection results;
    - Toll violation reports;
    - Any proposed changes to operational policies;
    - Any proposed change to the Authority Operational Business Rules;
    - Any additions or changes to Authority interoperability agreements with other agencies.
2. Review with management the Authority's annual operational performance as reported by the FTC Transportation Authority Monitoring and Oversight report.
3. Review with management the results of the bi-annual customer service survey.
4. Review with management the performance of the toll collection and back office staffing of consultants.
5. Conduct other operational activities as requested by the Authority Board.

ORGANIZATION

The Operations Committee shall be composed of five voting members as follows:

1. Orange County staff member appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;

4. Osceola County staff member appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have operations and management experience.

The Operations Committee will be chaired on an annual, rotating basis beginning on the effective date of this amendment, in the following order:

City of Orlando Representative
Seminole County Representative
Osceola County Representative
Lake County Representative
Orange County Representative

The Operations Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

MEETINGS

The Operations Committee shall meet as required to adequately fulfill Committee responsibilities. Meetings may be called by the Executive Director, the Authority Board Chairman, and/or the Operations Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and provided in advance to members, along with appropriate briefing materials.

The draft Committee meeting minutes and Committee recommendations shall be submitted to the Authority Board for information and/or approval as required.

RIGHT OF WAY COMMITTEE
CHARTER

Resolution No.: 2014 -

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS RIGHT OF WAY COMMITTEE CHARTER

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, the Central Florida Expressway Authority assumed the governance and control of the Orlando-Orange County Expressway Authority; and

WHEREAS, the Authority possesses the power of eminent domain in order to acquire real property to expand and operate the expressway system; and

WHEREAS, the Authority previously adopted a policy and associated Charter establishing a Right of Way Committee to make recommendations to the full Board on land acquisition and disposition; and

WHEREAS, the governing Board wishes to update the Right of Way Committee Charter to reflect the transition from the Orlando-Orange County Expressway Authority to the Central Florida Expressway Authority; and

WHEREAS, at its workshop on August 14, 2014; the Board directed changes to Right of Way Committee membership and changes to the method of Committee Chair selection,

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1. Throughout the Right of Way Committee Charter, "Orlando-Orange County Expressway Authority" is replaced with "Central Florida Expressway Authority".

Section 2. The first five paragraphs in the section entitled: "Organization" is hereby replaced with the following:
The Right of Way Committee shall be composed of five voting members as follows:

1. Orange County staff member appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;

3. Lake County staff member appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters, possess sufficient experience in property acquisition and disposition. Committee members shall not vote on matters directly impacting their respective jurisdictions (i.e., engaging in any business with the Authority).

The Right of Way Committee will be chaired on an annual, rotating basis beginning on the effective date of this amendment, in the following order:

Osceola County Representative
Lake County Representative
Orange County Representative
City of Orlando Representative
Seminole County Representative

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. The revised Charter is adopted in its entirety as Exhibit "A".

Section 4. This Resolution shall become effective upon adoption.

ADOPTED this 11th day of September, 2014.

_____
Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
RIGHT OF WAY COMMI'ITEE CHARTER

PURPOSE
The Right of Way Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by providing oversight and control of the property acquisition and disposition process.

The Right of Way Committee shall oversee and assist the Central Florida Expressway Authority right of way activities. Delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached.

RESPONSIBILITIES
The Right of Way Committee is responsible for conducting reviews and associated recommendations to the Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements.

ORGANIZATION
The Right of Way Committee shall be composed of five voting members as follows:

1. Orange County staff member appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters, possess sufficient experience in property acquisition and disposition. Committee members shall not vote on matters directly impacting their respective jurisdictions (i.e., engaging in any business with the Authority).

The Right of Way Committee will be chaired on an annual, rotating basis beginning on the effective date of this amendment, in the following order:

Osceola County Representative
Lake County Representative
Orange County Representative
City of Orlando Representative
Seminole County Representative

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

The Central Florida Expressway Authority General Counsel's office and Right of Way Counsel shall serve as advisors to the Committee. The Authority General Counsel's office shall provide support to the Committee and may retain independent consultants to assist in the conduct of Authority responsibilities, subject to the Authority's procurement policy and budget.

CONDUCT OF BUSINESS

The Right of Way Committee shall conduct business in accordance with the Central Florida Expressway Authority Property Acquisition and Disposition Procedures Manual.

MEETINGS

The Right of Way Committee shall meet as required to review negotiations and provide guidance to General Counsel, acquisition staff and consultants. Meetings may be called by the Executive Director, General Counsel or the Right of Way Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by General Counsel and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for right of way acquisition and disposition shall be submitted to the Board for approval. Draft Committee meeting minutes and any other Committee recommendations shall be submitted to the Authority Board for information and/or approval.