#### AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING October 8, 2015 9:00 a.m. Meeting location: CFX Boardroom 4974 ORL Tower Road, Orlando, FL 32807

#### A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

#### **B. PUBLIC COMMENT**

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

#### C. APPROVAL OF MINUTES (Action Item)

- 1. September 10, 2015 Board Meeting
- 2. September 10, 2015 Board Workshop
- 3. September 10, 2015 Wellness Way Transportation Corridor Meeting

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

#### E. REPORTS

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

#### F. REGULAR AGENDA ITEMS

- 1. UPDATE ON S.R. 417 AND S.R. 429 BUY Laura Kelley, Executive Director and Commissioner Brenda Carey, Board Member (Info. Item)
- 2. ACCOUNTING/FINANCE DEPARTMENT PRESENTATION Michael Carlisle, Manager of Accounting and Finance (Info. Item)
- 3. FEDERAL LOBBYIST PROCUREMENT Michelle Maikisch, Chief of Staff/Public Affairs Officer (Action Item)
- 4. ADVANCEMENT OF S.R. 417 WIDENING PROJECT Glenn Pressimone, Director of Engineering (Action Item)
- 5. MARDEN ROAD/S.R. 414 INTERCHANGE AGREEMENT Joseph Passiatore, General Counsel and Michael E. Wright, General Partner, Emerson Point Assoc., LLLP (Action Item)

- 6. CONSIDERATION OF COST SAVINGS REGARDING LEGAL SERVICES FOR RIGHT OF WAY ACQUISITION – Chairman Welton Cadwell (Action Item)
- 7. AMENDMENTS TO COMMITTEE CHARTERS Joseph Passiatore, General Counsel (Action Item)
- 8. ALL ELECTRONIC TOLLING Corey Quinn, Chief of Technology/Operations (Info. Item)
- 9. AWARD OF CONTRACT TO THE LANE CONSTRUCTION CORPORATION FOR S.R. 408/S.R. 417 INTERCHANGE IMPROVEMENTS PHASE I (PROJECT NO. 253F) – Don Budnovich, Resident Engineer/Sr. Project Manager (Action Item)
- 10. REGIONAL PUBLIC SCHOOL BUS REBATE PROGRAM PROPOSAL Lisa Lumbard, Chief Financial Officer (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 Statute 286.0105.

## **C.1.** 9/10/15 Board Meeting Minutes

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING September 10, 2015 Location: CFX Boardroom

#### Board Members Present:

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

Board Members Participating by Phone: S. Michael Scheeringa, Gubernatorial Appointment

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

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

#### CALL TO ORDER

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

Chairman Cadwell welcomed Ms. Andria Herr, who was appointed to the Board by Governor Scott on September 4. Since Ms. Herr is a very recent appointee, she has not had an opportunity to file her qualifying papers with the Department of State, therefore, she will refrain from participating at today's meeting.

#### PUBLIC COMMENT

Vanessa Pinkney and Emmett O'Dell of the OBT Development Board addressed the Board regarding roadway improvements on Orange Blossom Trail. They requested that CFX partner with them on the SR 408/OBT Interchange.

#### APPROVAL OF MINUTES

A motion was made by Commissioner Boyd and seconded by Commissioner Carey to approve the August 13, 2015 Board Meeting Minutes and August 13, 2015 Workshop Minutes as presented. The motion carried with six (6) members voting AYE by voice vote; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

#### APPROVAL OF CONSENT AGENDA

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

#### **CONSTRUCTION & MAINTENANCE**

- Approval for contract renewal with Southern Aquatic Management, Inc. for Aquatic Vegetation Control – Contract No. 001003 (Agreement Amount: \$209,719.47)
- Approval of Supplemental Agreement No. 1 with A<sup>2</sup> Group, Inc. for CEI Services for SR 417/Boggy Creek Road Interchange Improvements – Project No. 417-301 (Supplemental Agreement Amount: \$474,327.15)
- Approval to award contract to Traffic Control Devices, Inc. for SR 417/Landstar Boulevard Traffic Signal Improvements – Contract No. 001102 (Agreement Amount: \$395,231)
- 4. Authorization to execute Construction Contract Modifications on the following contracts:

a)	Contract No. 599-519	Advanced Cabling Solutions Inc.	(\$38,559.76)
b)	Contract No. 429-621	United Signs & Signals, Inc.	(\$70,339.97)
C)	Contract No 429-305	Southland Construction, Inc.	(\$432,235.53)
d)	Contract No. 417-301C	SEMA Construction	\$645,287.71
e)	Contract No. 528-405	Southland Construction, Inc.	\$184,344.33
f)	Contract No. 417-110	Masci General Contractor, Inc.	\$23,332.87

#### ENGINEERING

5. Authorization to reimburse Duke Energy for relocation costs of overhead transmission lines on Plymouth Sorrento Road (Cost not-to-exceed \$1,645,851.97)

- 6. Authorization to advertise for Letters of Interest for Design Consultant Services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line – Contract No. 001153
- Approval of Supplemental Agreement No. 3 with DRMP, Inc. for Design Consultant Services for Wekiva Parkway from Lake County Line to SR 46 – Project No. 429-206 (Supplemental Agreement Amount: Not-to-Exceed \$399,467.38)
- 8. Approval of contract renewal with WBQ Design and Engineering, Inc. for Miscellaneous Design Consultant Services – Contract No. 000817 (Agreement Amount: Not-to-Exceed \$750,000)
- Approval of contract renewal with The Balmoral Group, LLC for Miscellaneous Design Consultant Services – Contract No. 000819 (Agreement Amount: Not-to-Exceed \$750,000)

#### EXPRESSWAY OPERATIONS

- Approval of Purchase Order to Temple, Inc. for CyberLock ITS Cabinet and Network Security Protection System (P.O. Amount: \$140,090.85)
- Approval to award contract to Schneider Electric Mobility, NA, Inc. for Maintenance of ITS Infrastructure – Contract No. 001113 (Agreement Amount: \$2,243,699.54)
- 12. Approval of Purchase Order to Carousel Industries for Switches for Local Area Network Communications and Support (P.O. Amount: 295,805.03)
- 13. Approval of Purchase Order for Traffic & Parking Control Co. Inc. for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment (Purchase Order Amount: \$447,000)

#### FINANCE & ACCOUNTING

- 14. Approval of Insurance Proposal with FMIT (Insurance Premium: Not-to-Exceed \$145,000)
- 15. Approval of Amendment and Restatement of Existing Private Placement Credit Facilities between the Authority and Wells Fargo Bank, N.A. with respect to the Authority's Variable Rate Refunding Revenue Bonds, Subseries 2008B-3 and 2008B-4 Bonds and authorization for the Chairman, Executive Director, Chief Financial Officer and Assistant Secretary to sign any and all documents and certificates in connection therewith

#### INFORMATION TECHNOLOGY

16. Approval of Purchase Order to Oracle for Software Update Licenses and Support (P.O. Amount: \$59,323.38)

#### INTERNAL AUDIT

17. Approval of Supplemental Agreement No. 1 with Protiviti, Inc. for Internal Audit Services – Contract No. 000931 (Supplemental Agreement Amount: \$137,000)

#### LEGAL

- 18. Approval of settlement with Korus Orchid Corporation for the acquisition of Parcel 120 Parts A & B for the construction of the Wekiva Parkway Project 429-202 (Settlement Amount: \$3,963,125)
- Approval of settlement with Prineet D. Sharma, Esq., as Attorney Ad Litem for the Unknown Heirs and Beneficiaries of Harvey D. Hood for the acquisition of Parcel 193 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: \$12,985)
- 20. Approval of settlement with Vickie Davis d/b/a Bay Hills Equestrian Center for the acquisition of Parcel 197 for the construction of the Wekiva Parkway (Settlement Amount: \$85,000)
- 21. Adoption of Amended Resolution No. 2015-327 for the acquisition of Parcel 330/730/731 for the construction of the Wekiva Parkway Project 429-206
- 22. Approval to serve Offers of Judgment for Parcel 209 (William H. Kelly, Sr. and Dorothy B. Kelly) and Parcel 221 (William H. Kelly, Sr., Trustee), Wekiva Parkway Project 429-203 (Offer of Judgment Amounts: Parcel 209: \$23,000/Parcel 221 \$1,004,000)

#### TOLL OPERATIONS

- 23. Approval of changes to Violation Business Rules.
- Approval of Supplemental Agreement No. 15-02 with Florida Toll Services for Toll Facilities Operations and Management Services – Contract No. 000154 (Supplemental Agreement Amount: \$3,444,132)

Commissioner Carey requested that item #6 be pulled for separate discussion. That item was discussed and approved under the Regular Agenda items.

A motion was made by Commissioner Carey and seconded by Mayor Jacobs to approve the Consent Agenda with the exception of item #6. The motion carried with six (6) members voting AYE by voice vote; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

#### **CHAIRMAN'S REPORT**

1) Chairman Cadwell expressed his thanks to Walter Ketcham for his many years of dedicated service on the OOCEA and CFX Boards.

- 2) Chairman Cadwell reported that an open house will be held for Section 2 of the Wekiva Parkway on September 24 from 5:00 to 7:00 p.m.
- 3) The Chairman thanked Sandy Minkoff for his service on the Right of Way Committee. Mr. Minkoff is retiring next month.

#### TREASURER'S REPORT

Commissioner Carey reported that toll revenues for July (the first month of our fiscal year) were \$29,972,284 which is 6.91% above projections and 10.7% above prior year. The Authority's total revenues were \$31.6 million for the month.

Total OM&A expenses were \$2.2 million for the month, which is 8.6% under budget.

After debt service the total net revenue was \$17.6 million for the month.

#### EXECUTIVE DIRECTOR'S REPORT

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

In addition, she highlighted an issue regarding the call center wait times. In July the average wait time for the call center exceeded 5 minutes due to Xerox call center staff taking leave during the last month of their contract with CFX while the transponder swap program was in full swing. She presented a full synopsis of the issue with a corrective action plan. Some of the Board members commented on this issue.

Mayor Dyer mentioned a presentation that was made at the Metroplan meeting yesterday regarding the public's attitude toward public transportation. He suggested that the CFX Board be provided with the information as it may be helpful as we move forward with our Master Plan process.

#### **REGULAR AGENDA ITEMS**

The following item was carried over from the Consent Agenda.

#### <u>CONSENT AGENDA ITEM #6 - Authorization to advertise for Letters of Interest for Design</u> <u>Consultant Services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line –</u> <u>Contract No. 001153</u>

Commissioner Carey reported that the Turnpike Enterprise is moving forward with design of their express lanes on SR 417 from SR 434 to the University Interchange. With the I-4 Ultimate Project going on at the same time, she suggested that CFX's SR 417 widening project be expedited. She proposed that CFX meet

with the Turnpike Enterprise to coordinate the projects so that the traveling public is the least inconvenienced.

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve Consent Agenda item #6, with the stipulation that the advertisement be delayed to allow for discussions with the Turnpike Enterprise regarding project timing. The motion carried with six (6) members voting AYE by voice vote; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

#### 1. METROPLAN'S REGIONAL TRANSPORTATION PLANNING PROCESS

Harry Barley, Executive Director of Metroplan Orlando, gave a presentation on the Regional Transportation Planning Process.

(This item was presented for information only. No formal Board action was taken.)

#### 2. LEGAL DEPARTMENT PRESENTATION

General Counsel Joseph Passiatore gave a presentation on the Legal Department. The presentation included information on legal staff, special right-of-way counsels, bond counsel and 2016 priorities.

(This item was presented for information only. No formal Board action was taken.)

#### 3. PROCUREMENT DEPARTMENT PRESENTATION

Director of Procurement Claude Miller gave a presentation on the Procurement Department. The presentation included information on department mission, department team, purchase levels, primary solicitation processes, and FY 14-15 solicitations & contracts.

(This item was presented for information only. No formal Board action was taken.)

#### 4. INTERNAL AUDIT UPDATE

Phil Fretwell, Managing Director of Protiviti, requested Board acceptance of three reports that have been reviewed and approved by the Audit Committee. Mr. Fretwell went over the observations and recommendations in each report (reports attached as Exhibit "C").

- 1. Ethics Policy Compliance Review
- 2. 2013 COSO Governance Review
- 3. FY 2016 Internal Audit Plan and Internal Audit Charter

Regarding the Ethics Policy Compliance Review, Mayor Jacobs proposed having lobbyist registration at CFX rather than Orange County and the City of Orlando. The thought is that groups that lobby those entities may not be the same ones that lobby CFX. Mayor Jacobs requested that staff look into that and come back with a recommendation.

Mr. Madara pointed out that the CFX Committees have no direct representation from the gubernatorial appointees and he suggested that we make a change in the committee structure. There was discussion amongst the Board members. Chairman Cadwell offered to work with Mr. Passiatore on suggested language to amend the committee structure to allow for representation from the gubernatorial appointees on all four committees and to bring back their recommendations to the Board. By consensus, the Board members were in agreement.

A motion was made by Commissioner Boyd and seconded by Mr. Madara to accept the Ethics Policy Compliance Review, 2013 COSO Governance Review and FY 2016 Internal Audit Plan/Internal Audit Charter as presented. The motion carried with six (6) members voting AYE by voice vote; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

#### 5. VISION AND MISSION STATEMENT PRESENTATION

At the August 13 Board Workshop, the CFX Board participated in a Visioning Workshop facilitated by Gert Garman of the Valencia College Collaborative Design Center. Board members discussed the informed clues garnered from surveys, speaking engagements, interviews and meetings with the Board, customers, employees and constituents. Out of the workshop discussion came themes and phrases that best describe CFX's aspirations for the next 50 years.

Michelle Maikisch, Chief of Staff/Chief of Public Affairs, presented the following vision statement that incorporates the keywords and phrases into one succinct statement:

To provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.

Ms. Maikisch presented a mission statement that reflects CFX's practices, capabilities and services. The Board members suggested that the words "operate and maintain" be added to express the full function of the Authority.

To build, <u>operate and maintain</u> a mobility network through accountability, fiscally sound practices and a community focus.

(Commissioner Hawkins left the meeting during this presentation.)

A motion was made by Mayor Jacobs and seconded by Commissioner Carey to adopt the Mission Statement as presented and Vision Statement as amended. The motion carried with five (5) members voting AYE by voice vote; Commissioner Hawkins was not present; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

#### BOARD MEMBER COMMENT

There were no comments from the public.

#### ADJOURNMENT

The Chairman adjourned the meeting at 10:30 a.m.

Commissioner Welton G. Cadwell Chairman Central Florida Expressway Authority Darleen Mazzillo Recording Secretary/Executive Assistant Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_

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2015.

# C.2.

## 9/10/15 Board Workshop Minutes

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD WORKSHOP September 10, 2015 Location: CFX Boardroom

#### Board Members Present:

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

Board Members Not Present: Commissioner Fred Hawkins, Jr., Osceola County S. Michael Scheeringa, Gubernatorial Appointment

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

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

#### CALL TO ORDER

The workshop was called to order at 10:45 a.m. by Chairman Welton Cadwell.

#### PUBLIC COMMENT

There were no comments from the public.

#### PROJECT POLICY OVERVIEW

(Presentation attached as Exhibit "A")

Chief of Infrastructure Joseph Berenis explained that the purpose of the policies that will be presented today are to implement CFX vision, guide staff decisions on future initiatives/capital programs and to comply with CFX legislation. He also provided an overview of the CFX legislation.

Director of Engineering Glenn Pressimone went into detail about the policy profiles. The framework for the policies was established in 1995. The policy profiles are used by staff as guidelines for future projects.

The policies are organized into the following categories:

- Existing System Improvements
  - Capacity Improvements
  - Existing Interchanges
  - o Renewal/Replacement
  - o Toll Facilities
- New Projects
  - o New Interchanges
  - System Expansions
  - Non-system Expansions
  - Other jurisdictions
- New Markets
  - o Multimodal
  - New Services
    - Traveler Information
    - Parking
    - Fiber Optic Cable
    - Advertising

Mr. Pressimone went over each policy profile and asked for the Board's preference for setting the policy levels. The input from the Board will be incorporated in the Draft 2040 Master Plan.

Under the non-system expansions, Commissioner Boyd asked if there is an opportunity for CFX to partner on a new interchange in Southwest Orange County, south of SR 528 (Beachline Expressway) at I-4 to provide relief to Sand Lake Road. Mr. Berenis replied that staff will look into it.

The Board members were comfortable with the policy profiles as presented.

#### CFX SYSTEM NEEDS AND POTENTIAL CAPITAL PROJECTS

(Presentation attached as Exhibit "B")

Glenn Pressimone gave a presentation which included the following information.

#### Potential Capital Projects in the 2040 Master Plan

- Five-Year Work Plan Summary (FY 2016 2020)
- Existing System Improvements (FY 2020 2040)
  - Approximately 60 miles of widening (SR 417, SR 429 and SR 528)
  - o 2 interchange improvements
  - SR 408 mobility options
- Existing System Renewal
  - Roadway milling and resurfacing
  - o ITS equipment and software
  - o Signs
  - o Other Infrastructure
- Proposed System Buy
- Candidate Expansion Projects
  - SR 408 Eastern Extension
  - o SR 414 Managed Lanes
  - o Lake-Orange Connector

#### Other Candidate Projects

Orange County Transportation Planning Manager, Renzo Nastasi, gave a presentation that included information on:

- County Metrics
- Focus Areas
- Infrastructure Investments

(Mayor Dyer left the meeting at this time.)

#### Task Force Projects/Expansion Projects

Mr. Pressimone reported that the East Central Florida Corridor Task Force has authored their final report. The Task Force recommended 4 new study areas for new or upgraded corridors: two running east-west and 2 running north-south. FDOT is currently preparing to initiate studies of these corridors. Mr. Pressimone showed the corridors on the map. The approximate cost to develop these corridors is between \$3.5B and \$4.5B (in 2015 dollars).

#### Osceola County Expressway Authority Master Plan Projects

Osceola County Expressway Authority (OCX) has approximately 60 new expressway miles that will be included in the CFX Master Plan, as dictated by the CFX legislation.

- Osceola Parkway Extension
- Northeast Connector
- Southport Connector
- Poinciana Parkway

Atlee Mercer, Chairman of the Osceola County Expressway Authority, talked about the projects in the Osceola County Expressway Authority's Master Plan. All of the Project Development & Environmental (PD&E) Studies are funded except for the Northeast Corridor.

#### Capital Projects Summary

Mr. Pressimone presented the costs associated with the proposed Master Plan:

Estimated Costs (2015 dollars	)
Existing System	, \$2.0B
Expansion Projects	\$8.6B - \$10.1B
Total Cost Range	\$10.6 B - \$12.1B

CFX Project Capacity

\$4.65B

#### ALL ELECTRONIC TOLL COLLECTION

This item was tabled until the next meeting, due to time constraints.

#### BOARD MEMBER COMMENT

- Mr. Madara asked about the date for the Board Retreat in October. Ms. Kelley answered that the scheduled date is October 8, however she has recently learned that there may be a few board members that have scheduling conflicts. CFX staff will work with the Board members to come up with a satisfactory date.
- Regarding the call center wait times, Mr. Madara proposed that we hold the new vendor accountable for holding the wait times to a minimum. He also highlighted the need for a dashboard to be able to monitor issues like this in the future.

#### ADJOURNMENT

The Chairman adjourned the meeting at 12:00 p.m.

Commissioner Welton G. Cadwell Chairman Central Florida Expressway Authority Darleen Mazzillo Recording Secretary/Executive Assistant Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2015.

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## C.3. 9/10/15 Wellness Way Meeting Minutes

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### MINUTES WELLNESS WAY TRANSPORTATION CORRIDOR MEETING September 10, 2015 Location: CFX Ibis Room

In attendance:

#### Name **Rick Baldocchi** Scott Boyd Laura Kelley Michelle Maikisch Glenn Pressimone Joe Berenis Linda Lanosa Brehmer Darleen Mazzillo Lowell Clary John Booker Noranne Downs Welton Cadwell Robert Chandler Jim Stivender T.J. Fish Harold Barley Virginia Whittington Gary Huttmann Scott Boyd Jim Harrison Renzo Nastasi Chris Testerman Laura Roberts Larry Tunnell Ray Hanson Vic Godlewski Jim Karr Dan Ickes

Agency AVCON, INC. **Boyd Development** Central Florida Expressway Authority Clary Consulting FDOT FDOT Lake County Government Lake County Government Lake County Government Lake Sumter MPO MetroPlan Orlando MetroPlan Orlando MetroPlan Orlando **Orange County Government Orange County Government** Orange County Government **Orange County Government Orange County Government Orange County Utilities Orange County Utilities** City of Orlando South Lake Crossing

#### CALL TO ORDER

YMCA

Commissioner Scott Boyd called the meeting to order at 1:05 p.m. He explained that the purpose of this meeting is to discuss potential funding approaches for the transportation infrastructure associated with Wellness Way. The West Orange/South Lake region continues to develop at a rapid pace. This exponential growth in conjunction with Lake County's intent to build their own Wellness Way Sector Plan

demands consideration of a holistic approach to addressing the current challenges and increasing transportation needs of this area.

Mr. Scott Boyd of Boyd Development provided information on a potential corridor south of SR 50 and Marsh Road. They are in the process of completing an application for a State Infrastructure Bank (SIB) Loan for a proposed toll facility. If approved, the SIB loan will be for no greater than 75% of the ultimate capital stack. They are looking for partners for the remaining 25%. They have secured some money from the private sector to pursue this opportunity.

By January or February they hope to have an alignment, complete the environmental studies and complete the traffic & revenue study. If everything goes well and they have the studies done by early 2016, they hope to start design in the second quarter of 2016. About 50% of the land is owned by Conserv. They anticipate having one toll plaza most likely on the Conserv property.

Discussion ensued amongst the participants regarding partnership opportunities, design, tolling opportunities, funding methods, etc. It was decided to hold a working session with the agency engineers to discuss the design concepts and then bring the concepts back to this group for further discussion.

The meeting was adjourned at 2:10 p.m.

Linda Lanosa Brehmer Deputy General Counsel Central Florida Expressway Authority Darleen Mazzillo Recording Secretary/Executive Assistant Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2015.

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## D. Consent Agenda

#### CONSENT AGENDA October 8, 2015

#### **CONSTRUCTION & MAINTENANCE**

- 1. Approval to advertise for Request for Proposals for Facilities Maintenance Services Contract No. 001150
- 2. Approval to Advertise for Letters of Interest for Miscellaneous Construction Engineering and Inspection (CEI) Services for ITS Projects
- 3. Approval of final ranking and authorization for fee negotiations with RS&H, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 417 Resurfacing Contract No. 001131
- 4. Approval for Award of Contract to Traffic Control Products of Florida, Inc. for S.R. 408 Trailblazer Upgrades Phase II Contract No. 001146 (Contract Amount: \$323,927)
- Approval for Award of Contract to A<sup>2</sup> Group, Inc. for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Systems Interchange - Project No. 429-204 (Contract Amount: Not to Exceed \$6,000,000)
- 6. Approval of Construction Contract Modifications on the following contracts:

a) Contract No. 599-123	United Signs & Signals, Inc.	(\$15,144.93)
b) Contract No. 528-405	Southland Construction, Inc.	\$111,096.02
c) Contract N. 599-520	United Signs & Signals, Inc.	(\$96,468.64)
d) Contract N. 417-301C	SEMA Construction	(\$22,256.64)

#### ENGINEERING

- Approval of Supplemental Agreement No. 6 with URS Corporation for post-design services for S.R. 408/S.R. 417 Ultimate Interchange Improvements – Project No. 253F (Agreement Amount: Not-to-Exceed \$361,091.19)
- 8. Approval to advertise for Letters of Interest to provide Miscellaneous Design Consultant Services under the Small Sustainable Business Enterprise (SSBE) Program Contract No. 001161

#### **EXPRESSWAY OPERATIONS**

9. Approval to advertise for construction bids for installation of Single Line Dynamic Message Sign Upgrades – Contract No. 001159

#### **FINANCE & ACCOUNTING**

10. Approval of Inventory Disposal

#### **LEGAL**

- 11. Approval of Second Agreement for Appraisal Services by Pinel & Carpenter, Inc. for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Contract Amount: \$200,000)
- Approval of Second Agreement for Appraisal Services by Durrance & Associates, P.A. for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Contract Amount: \$200,000)
- 13. Approval of Real Estate Purchase Agreement to purchase Parcels 108/708 for the construction of the S.R. 528 Intermodal Corridor, Project 528-1240 (Purchase Amount: \$530,000)
- 14. Approval of Contract Renewal with Broad and Cassel for Bond Counsel Services Contract No. 000816 (Contract Amount: \$325,000)
- 15. Authorization to serve Offer of Judgment for Parcel 228, Wekiva Parkway Project No. 429-203 (Offer of Judgment Amount: \$81,240)
- 16. Approval of Statutory Business Damage Counter-offer for Parcels 275 & 279 (Holder & Strite Corp.), Wekiva Parkway Project No. 429-202 (Amount of offer: \$78,805)
- 17. Approval of First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement
- 18. Approval of Supplemental Agreement No. 3 with Shutts & Bowen LLP for Right-of-Way Counsel Services - Contract No. 000930 (Supplemental Agreement Amount: \$2,000,000.00)

#### SUPPLIER DIVERSITY

- Approval of Supplemental Agreement No. 1 with Covalt Group, Inc. for Construction Contractor Compliance Consultant Services and Approval of Wynn Consulting Group, Inc. as Subconsultant (Supplemental Agreement Amount: \$300,000)
- 20. Authorization to execute Cooperative Purchase Agreement with Construction Estimating Institute of America, Inc. for supplier diversity training Contract No. 001160 (Contract Amount: \$100,000)

### **CONSENT AGENDA ITEM**

#1

#### **MEMORANDUM**

ТО:	Authority Board Members
FROM:	Claude Miller Mult

**DATE:** September 22, 2015

**RE:** Authorization to Advertise for Request for Proposals for Facilities Maintenance Services Contract No. 001150

Board approval is requested to advertise for Request for Proposals (RFP) from qualified firms to provide maintenance services for toll facilities on S.R. 408, S.R. 414, S.R. 417, S.R. 528, S.R. 429, and Goldenrod Road Extension. Also included are the Authority's main office (4974 ORL Tower Road), the McCoy Road Maintenance Yard, and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road and in the Good Homes Shopping Center, 8919 West Colonial Drive) The current contract with Infrastructure Corporation of America expires on June 30, 2016.

In accordance with the approved Procurement Policy, this Asset Management Services contract will be for an initial term of 5 years with 5 one year renewal options.

### **CONSENT AGENDA ITEM**

#2

#### **MEMORANDUM**

TO:	Authority Board Members
FROM:	Claude Miller Auch

Director of Procurement

**DATE:** September 22, 2015

RE: Authorization to Advertise Miscellaneous Construction Engineering and Inspection (CEI) Services For Intelligent Transportation Systems Projects Contract No. 001158

Authorization is requested to advertise for Letters of Interest from professional consultants to provide a resource pool of qualified professional, technical and administrative CEI personnel for future construction projects awarded by the Authority specifically related to intelligent transportation systems. These services will be provided on an as-needed, per project basis as directed by the Authority.

### **CONSENT AGENDA ITEM**

#3

#### **MEMORANDUM**

TO: Authority Board Members FROM: Claude Miller Mille **Director of Procurement** 

DATE: September 22, 2015

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

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 July 19, 2015. Responses were received from five firms by the August 4, 2015, deadline. Those firms were: DRMP, Inc.; RS&H, Inc.; Infrastructure Engineers, Inc.; Johnson, Mirmiran & Thompson, Inc.; JBS Engineering Technical Services, Inc.

Prior to the meeting of the Evaluation Committee on August 11, 2015, JBS Engineering Technical Services, Inc., withdrew from consideration. The Evaluation Committee voted to shortlist the remaining four firms who were notified by the Procurement Department and directed to submit Technical Proposals.

Technical Proposals were received from all four firms by the September 9, 2015, deadline and were transmitted to the members of Technical Review Committee for review and scoring. As part of the scoring process, the Technical Review Committee met on September 18, 2015, to hear oral presentations from the firms. After the oral presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

Ranking	Consultant Firm
1	RS&H, Inc.
2.	DRMP, Inc.
3.	Johnson, Mirmian & Thompson, Inc.
4.	Infrastructure Engineers, Inc.

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

#### LOI-001131 Committee Meeting September 18, 2015 Minutes

Technical Review Committee for **CEI Services for S.R. 417 Resurfacing from International Drive to Moss Park Road; Project 417-733, Contract No. 001131,** held a duly noticed meeting on Friday, September 18, 2015, commencing at 9:11am in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

#### **Committee Members Present:**

Joe Berenis, Executive Deputy Director Engineering, Construction, Operations, and Maintenance Glenn Pressimone, Director of Engineering Don Budnovich, Resident Engineer/ Sr. Project Manager

#### **Other Attendees:**

Robert Johnson, Manager of Procurement

#### Presentation / Question and Answer:

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

DRMP, Inc.	09:14 – 09:52 a.m.
Infrastructure Engineers, Inc.	10:03 – 10:34 a.m.
Johnson, Mirmiran & Thompson	10:46 – 11:14 a.m.
RS&H, Inc.	11:24 – 11:59 a.m.

#### **Evaluation Portion:**

Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them and their executed Disclosure forms to Robert. 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
RS&H, Inc.	03	01
DRMP, Inc.	06	02
Johnson, Mirmiran & Thompson	09	03
Infrastructure Engineers, Inc.	12	04

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Don Budnovich would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 12:12pm These minutes are considered to be the official minutes of the Technical Review Committee meeting held Friday, September 18, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: Robert Johnson Approved by: Don Budnovich

#### **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

#### TECHNICAL PROPOSALS FINAL RANKING

### CEI Services for S.R. 417 Resurfacing from Int'I Dr to Moss Park Rd; Project No. 417-733, Contract No. 001131

	Jòe B.	Don B	Glenn P.	-	P
CONSULTANT	INDIVIDUAL RANKING	INDIVIDUAL RANKING	INDIVIDUAL RANKING	RAW SCORE	FINAL RANKING
DRMP, Inc.	2	2	2	6	2
Infrastructure Engineers, Inc.	4	4	4	12	4
Johnson, Mirmiran & Thompson	3	3	3	9	3
RS&H, Inc.				3	1

EVALUATION COMMITTEE MEMBERS:

9/18/2015

9/18/2015

9/18/2015

### **CONSENT AGENDA ITEM**

#4

#### **MEMORANDUM**

TO:	Authority Board Members
FROM:	Claude Miller Mull Director of Procurement
DATE:	September 22, 2015
RE:	Award of Contract for

S.R. 408 Trailblazer Upgrades Phase II Contract No. 001146; Project No. 599-616B

In accordance with the approved Procurement Policy and the Procurement Procedures Manual, an invitation to bid the referenced project ran in the Orlando Sentinel on August 16, 2015. Responses to the invitation were received from two (2) contractors by the September 17, 2015, deadline for submittal of bids. Those firms are shown below. Since less than three bids were received, the Procurement Procedures Manual requires that the Chief of Infrastructure and the Director of Procurement meet to discuss the Authority's options which were to reject the bids and re-advertise the project or to proceed with the award process. That meeting took place on September 17, 2015, and resulted in the decision to recommend to the Executive Director that the award process continue. The recommendation of award was accepted.

Bid results were as follows:

## BidderBid Amount1.Traffic Control Products of Florida, Inc.\$323,927.002.Traffic Control Devices, Inc.\$538,450.00

The Engineer's Estimate for this project is \$357,898.50.

The Procurement Department has evaluated both bids and has determined the bid from Traffic Control Products of Florida, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Traffic Control Products of Florida, Inc., in the amount of \$323,927.00 is recommended contingent upon final execution of the contract by both parties.

#### CONTRACT

This Contract No. 001146 (the "Contract"), made this 8<sup>th</sup> day of October, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC., 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. 599-616B, S.R. 408 Trailblazer Upgrades Phase II, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 180 calendar days. The Contract Amount is \$323,927.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 8, 2015.

The Contract Documents consist of:

- 1. The Contract,
- 2. The Memorandum of Agreement,
- 3. The Plans,
- 4. The Special Provisions,
- 5. The Technical Specifications,
- 6. The General Specifications,
- 7. The Standard Specifications,
- 8. The Design Standards, and
- 19 The Proposal.

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

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

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:\_\_\_\_\_
Director of Procurement

#### TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC.

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title

ATTEST:	(Seal)
---------	--------

Approved as to form and execution, only.

General Counsel for the AUTHORITY

#### **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

#### **MEMORANDUM**

TO: Laura Kelley Executive Director

3193

**FROM:** Joseph A. Berenis, P.E. Chief of Infrastructure



Claude Miller Director of Procurement

SUBJECT: S.R. 408 Trailblazer Upgrades Phase II Contract No. 001146; Project No. 599-616B Recommendation for Award of Contract

DATE: September 18, 2015

On September 17, 2015, two (2) sealed bids were opened for the subject project:

Bidder		Bid Amount
1.	Traffic Control Products of Florida, Inc.	\$323,927.00
2.	Traffic Control Devices, Inc.	\$538,450.00

The Engineer's Estimate for the project is \$357,898.50.

Since less than three bids were received, the Procurement Procedures Manual requires that the Chief of Infrastructure (formerly Deputy Executive Director) and the Director of Procurement meet to discuss the Authority's options to either reject the bids and re-bid the project or recommend award of the contract to the Executive Director. That meeting took place on September 17, 2015.

During the meeting we noted the following:

- 1. Historically, it has been shown there is a very limited pool of contractors prequalified by FDOT in Roadway Signing in the Central Florida area. When we reviewed the list of planholders for this project there were only 3 contractors that we recognized as "primary", or prime contractors, and only 2 submitted bids as indicated above. The third company is United Signs & Signals (US&S). We contacted US&S to ask why they had not bid and they said that they didn't feel they could be competitive on this particular project.
- 2. On April 23, 2015, bids were opened for Project No. 599-729, Systemwide Guide Sign Improvements, and only three bids were submitted: Traffic Control Products; Traffic Control Devices; United Signs and Signals. The contract was awarded to Traffic Control Products.
- 3. On December 19, 2013, and there were only 2 bids submitted for Project No. 429-621, S.R. 429 Guide Sign Replacements from US&S and Traffic Control Devices. The contract was awarded to US&S.

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011 WWW.CFXWAY.COM

- 4. On May 6, 2013, only one bid was received from Traffic Control Devices for Project No. 599-616, Systemwide Trailblazer Signs. The bid was rejected and the project was rebid.
- 5. On July 13, 2013, only two bids (Traffic Control Products and Traffic Control Devices) were received for the rebid of Project No. 599-616. Contract was awarded to Traffic Control Products.

Considering the historical information, the size of the project, the low bid when compared to the Engineer's Estimate, the cost to re-bid the project, and whether or not a re-bid would result in more bids and a lower price, it is our opinion that rebidding the project would not be in the best interest of the Authority since it probably would not result in more bids or a lower price. Therefore, in accordance with Article V, Procurement Processes, of the Procurement Procedures Manual, we jointly recommend award of Contract No. 001146 to Traffic Control Products of Florida, Inc.

Accept Recommendation Reject Recommendation Executive Director If rejected, reason(s) for rejection:

# **CONSENT AGENDA ITEM**

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### **MEMORANDUM**

Jule

TO: Authority Board Members

FROM: Claude Miller Director of Procurement

DATE: September 22, 2015

RE: Award of Contract for Construction Engineering and Inspection Services for S.R. 429 (Wekiva Parkway) Systems Interchange Project No. 429-204; Contract No. 001087

At its meeting on June 11, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with A<sup>2</sup> Group, Inc. Those negotiations have been completed and Board award of the contract to A<sup>2</sup> Group, Inc., in the not-to-exceed amount of \$6,000,000.00 is requested.

# AGREEMENT

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND A<sup>2</sup> GROUP, INC.

## CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR S.R. 429 (WEKIVA PARKWAY) SYSTEMS INTERCHANGE CONTRACT NO. 001087

## CONTRACT DATE: OCTOBER 8, 2015 CONTRACT AMOUNT: \$6,000,000.00

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

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

#### FOR

#### S.R. 429 (WEKIVA PARKWAY) SYSTEMS INTERCHANGE

#### **CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

CONTRACT NO. 001087

#### OCTOBER 2015

#### **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Members of the Board

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

**Executive Director** 

Laura Kelley

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### CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT NO. 001087

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of October, 2015 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and A<sup>2</sup> GROUP, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 4303 Vineland Road, Suite F3, Orlando, Florida 32811.

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

#### WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish Construction
 Engineering and Inspection (CEI) services required by the AUTHORITY for Contract No. 001087,
 S.R. 429 (Wekiva Parkway) Systems Interchange.

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

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

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

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

#### 3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five year term from the date of the Notice to Proceed from the Authority which includes the construction period of 24 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by the AUTHORITY at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 26 months.

#### 4.0 PROJECT SCHEDULE

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

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delays were concurrent with one another. The AUTHORITY will review the request and make a determination as to granting all or part of the requested extension.

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

#### 5.0 PROFESSIONAL STAFF

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

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Mehta and Associates, Inc.FIGG Bridge Inspection, Inc.Gannett FlemingPage One Consultants, Inc.DRMP, Inc.Rummel, Klepper & Kahl, LLPGeotech Consultants Internationsa, Inc.

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

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

#### 6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for Contract No. 001087 including, but not necessarily limited to, construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,000,000.00. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

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

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

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and

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all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by the AUTHORITY for a proper audit of project costs.

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

#### 8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

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shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

10.0 TERMINATION

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

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

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

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

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or

has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Director of Construction.

#### 11.0 ADJUSTMENTS

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

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

### 12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement. The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

#### 13.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

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

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

#### 14.0 THIRD PARTY BENEFICIARY

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

#### 15.0 INSURANCE

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

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

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

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

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

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage

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for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

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

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

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

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

16.0 COMMUNICATIONS

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

#### 17.0 STANDARD OF CONDUCT

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

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

#### 18.0 DOCUMENTED ALIENS

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

#### 19.0 CONFLICT OF INTEREST

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

#### 20.0 SEVERABILITY

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

#### 21.0 GOVERNING LAW AND VENUE

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

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## 22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on July 9, 2015.

A<sup>2</sup> GROUP, INC.

## **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

BY:		
	Authorized Signature	

BY:\_\_\_\_\_ Director of Procurement

Print Name:

Title:\_\_\_\_\_

Print Name:\_\_\_\_\_

ATTEST: \_\_\_\_\_(Seal) Secretary or Notary

Approved as to form and execution, only.

General Counsel for the AUTHORITY

# **EXHIBIT** A

## **SCOPE OF SERVICES**

## EXHIBIT "A" SCOPE OF SERVICES

#### CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

### I. <u>PURPOSE</u>

The AUTHORITY requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by the AUTHORITY, for Contract No. 001087, S.R. 429 (Wekiva Parkway) Systems Interchange.

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

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

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

## II. GENERAL REQUIREMENTS

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

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

## III. <u>BEGINNING AND LENGTH OF SERVICES</u>

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 26 months.

## IV. SERVICES

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

## A. <u>General</u>

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

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

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

## B. Resident Inspection

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

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

## C. <u>Testing</u>

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

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

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

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

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

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

The CONSULTANT shall perform all necessary surveillance and inspection of the off-site fabrication of steel and/or prestressed structural elements, including bridge beams and sign structures.

## D. Management Engineering Services

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

Services include, but are not limited to the following:

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

2. Maintain project files in accordance with the AUTHORITY's methods and utilizing the AUTHORITY's filing system.

3. Receive, review, and recommend acceptance by the Authority of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.

4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.

5. Maintain a roadway and bridge construction diary, including weather.

6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.

8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to the AUTHORITY for review and processing.

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

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with the AUTHORITY when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the AUTHORITY may request an interpretation from the Wekiva Parkway Corridor Consultant and/or Design Engineers.

10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to the AUTHORITY.

11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.

12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by the AUTHORITY a finding of facts and request for contract modification in accordance with applicable procedures.

13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.

14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to the AUTHORITY covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.

15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to the AUTHORITY covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

16. Prepare and submit to the AUTHORITY all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the marked As-Built (Record)

plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by the AUTHORITY. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, AUTHORITY's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist the AUTHORITY's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.

18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the AUTHORITY immediately.

19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents. Additionally, the AUTHORITY's Wekiva Parkway Corridor Consultant will review and approve structural, life-safety, and unusual or specialty submittals.

20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.

21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared and a copy transmitted to the AUTHORITY within two (2) business days following the meeting.

22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.

23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. The CONSULTANT shall review the Contractor's baseline CPM Schedule, as well as the Contractor's monthly schedule updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. Utilizing a minimum of the same activity codes and descriptions listed in the contractor's CPM schedule, the CONSULTANT will prepare an As-Built schedule of the contractor's activities.

## V. PERSONNEL

A. <u>General Requirements</u>

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

## B. <u>Personnel Qualifications</u>

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

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

## C. <u>Staffing</u>

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the AUTHORITY. An individual previously approved by the AUTHORITY whose performance is later determined by the AUTHORITY to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification. Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by the AUTHORITY to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of the AUTHORITY.

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

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

## D. Licensing for Equipment Operation

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

## E. <u>Personnel Training and Experience Standards</u>

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

## 1. Resident Engineer/Sr. Project Engineer

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

## 2. Project Engineer/Project Administrator

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

## 3. Office Engineer/Contract Support Specialist

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

## 4. Senior Inspector (Roadway/Bridge)

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

## VI. ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT

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

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.

- G. AUTHORITY Construction Project Administration Procedures.
- H. AUTHORITY standardized forms to be used with documentation and reporting procedures.

It is the intent of the AUTHORITY to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction projects. However, if the AUTHORITY is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. The AUTHORITY will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

## VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

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

- A. FDOT Standard Specifications for Road and Bridge Construction, 2014 edition.
- B. FDOT Roadway and Traffic Design Standards, 2014 edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.
- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.
- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.
- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for AUTHORITY related business. Documentation of mileage for Authority related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by the AUTHORITY's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to the AUTHORITY and all other software packages determined by the AUTHORITY to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

## VIII. <u>LIAISON</u>

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

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

Construction Engineering and Inspection forces will <u>generally</u> be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of the AUTHORITY.

## IX. <u>COOPERATION AND PERFORMANCE OF THE CONSULTANT</u>

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

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

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

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by the AUTHORITY to be inadequate.

- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.
- D. Increase the scope and frequency of training conducted by the CONSULTANT.

## X. <u>SUBCONSULTANT SERVICES</u>

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

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

## XI. <u>OTHER SERVICES</u>

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

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

## XII. POST CONSTRUCTION CLAIMS REVIEW

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

## END OF SCOPE

## EXHIBIT B

## **METHOD OF COMPENSATION**

## EXHIBIT "B" METHOD OF COMPENSATION

## Central Florida Expressway Authority Project No. 429-204 Contract No. 001087

### 1.0 PURPOSE

This Exhibit defines the method and limits of compensation to be made to the CONSULTANT for the services described in **Exhibit "A"** (Scope of Service) and method by which payments shall be made.

## 2.0 COMPENSATION

For satisfactory completion of all services detailed in **Exhibit "A"** (Scope of Services) of this Agreement, the AUTHORITY will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$6,000,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in **Exhibit "A"** and quantified in **Exhibit "C"**.

### 2.1 SUMMARY OF COMPENSATION

The Total Maximum Limiting Amount will consist of the following:

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

A 1 - A ( 101 - A (
\$ 4,526,191.56

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

\$ 39 469 20
\$ 39,409.20

<ul> <li>Fixed Fee/Operating Margin (Field</li> </ul>	Services)
A <sup>2</sup> (Lump Sum)	\$ 363,929.34
Sub-Consultants (Limiting Amount)	\$ 179,213.65

<ul> <li>Direct Project Expenses (As Ide</li> </ul>	entified)	
Office Setup and Rent (Allowance)	\$	92,802.49
Office Supplies, Utilities, Tools, Equip, Furniture (	$[Lump Sum]: A^2   $$	151,339.67
FIGG	\$	1,363.20
RK&K	\$	681.60
DRMP	\$	1,363.20
GCI	\$	681.60
Mehta	\$	1,363.20
Vehicles, Operating Costs, Tolls and Mobile (	Communications \$	242,994.30
(Limiting Amount) (Billed Hourly for each	vehicle-phone	
combination up to a max. 165 hrs. per month of	vehicle presence	
on the jobsite.)		
A <sup>2</sup> \$5.60		
FIGG \$5.35		
RK&K \$4.50		
DRMP \$5.36		
GCI \$4.39		
Mehta \$5.38		

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

Gannet Fleming (Geotechnical Engineering)	\$ 124,473.49
Page One (Material Testing)	\$ 74,133.50

Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; and that bids have not yet been received that establish the value of construction, and therefore have included a contingency to be expended at the sole discretion and prior authorization of the Authority

Contingency (Allowance)	\$ 200,000.00

## 2.2 DETAILS OF COMPENSATION

### LUMP SUM AMOUNTS

Project Expenses (Lump Sum)

The CONSULTANT (A<sup>2</sup>) will receive monthly progress payments as follows: Month 1 @ \$30,267.92, Months 2 – 26 will be paid in equal installments of \$4,842.87 per month. Unless otherwise agreed upon by the Authority, project expenses will be paid beginning on the 1<sup>st</sup> month the Consultant's field office for this project is established and operational.

## Operating Margin (Lump Sum)

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

### LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, the AUTHORITY will compensate the CONSULTANT for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations: Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State law.

### Salary Related Costs (Limiting Amount)

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

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

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

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

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

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

## ALLOWANCE AMOUNT ELEMENTS

### Contingency (Allowance Amount)

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

### 3.0 INVOICING PROCEDURE

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

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

### 4.0 RATE ESCALATION PROVISION

The Contract contains one (1) rate escalation provision at 3% commencing January 1, 2017 (see Exhibit C, Details of Costs and Fees for itemization). Unless otherwise agreed to by the Authority, the established billable rates of compensation shall remain in force throughout the term of the Contract. The Authority will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiations of that rate may occur if both parties agree to do so.

## END OF SECTION

# EXHIBIT C

# **DETAILS OF COSTS AND FEES**



#### Contract Estimate 429-204 Prime Consultant and Team

Date : 09/17/2015

CEISERVICES FOR S. R. 429 (Wekiva Parkway) CONTRACT NO. 001087 CFX Project No. 429-204 Section 2B S.R. 429 (Wekiva Parkway) from North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange).

Contract Estimate # 10 (Final)

Recap	REGULAR HOURS	O.T. HOURS	Regular	Straight O.T.	Fringes & OH.	Sub-Total	Operating Margin	Lump Sum Services	Field Office Expenses Allowance	Direct Project Office Supplies, Utilities, Tools, Equip, Furniture Expenses	Direct Project Vehicles, Operating Costs, Tolls and Mobile Expenses	Premium OT	CEI Subconsultants Allowances	Contingency	Prime	Subconsultant CEI	Total	%
A <sup>2</sup> GROUP, INC.	34 455 00	1 379 00	\$1,335,428.70	\$ 43,091 51	\$ 1 654 224 25	\$3 032 744 46	\$ 363,929,34	\$	\$ 92,802.49	\$ 151 339 67	\$ 144,792.36	\$ 21,545.76			\$ 3,807,154.08		\$ 3,807,154.08	83.45%
Contingency														5 200,000.00			\$ 208,000,00	3 33%
Subconsultant - FIGG	5,260.00	145.00	\$ 278,059.65	\$ 5,247.12	\$ 339,968 12	\$ 623,274.89	\$ 74,792,99	s +	S -	\$ 1.363.20	\$ 28,256.00	\$ 2,623.56				\$ 730,310.64	\$ 730,310.64	12.17%
Subconsultant - RK&K	4,290,00	342.00	\$ 101,286.90	\$ 8,083.98	\$ 124,846.86	\$ 234,217.74	\$ 28,106.13	S +	\$ -	\$ 681.60	S 19 316 69	\$ 4,041,99				\$ 286,364,15	\$ 286,364,15	4.77%
Subconsultant - DRMP	3.960.00	316.00	\$ 94,792.50	\$ 7,564.25	\$ 114,470.67	\$ 216.827.42	\$ 26.019.29	\$ -	\$ .	\$ 1,363.20	\$ 21,242.56	\$ 3,782.13				\$ 269 234 60	\$ 269 234 60	4.49%
Subconsultant - GCI	3,050.00	243.00	\$ 98,468.80	\$ 7,845.12	\$ 101,753.05	\$ 208,066.97	\$ 24,968,04	s -	\$ .	\$ 681.60	\$ 13,404.21	\$ 3,922.56				\$ 251,043,38	\$ 251 043 38	4 18%
Subconsultant - METHA	2,970.00	237.60	5 70,290.00	\$ 5,623.20	\$ 91,095.84	\$ 167,009.04	5 20.041.08	s -	\$ .	\$ 1,363.20	\$ 15,982.48	\$ 2.811.60				\$ 207 207 40	\$ 207.207.40	3.45%
Subconsultant - GANNET FLEMING												-	124_473_49			\$ 124.473.49	\$ 124,473.49	2 07%
Subconsultant - PAGE ONE	720.00	57.60	\$ 18,540.00	\$ 1,483.20	\$ 24,027.84	\$ 44,051.04	\$ 5,286,12			s -	s -	\$ 741.60	\$74,133.50			\$ 124 212 26	\$ 124 212 26	2 07%
Subconsultant - TBD												_				s -	\$ +	0.00%
Totals	54,725.00	2,720.20	\$ 1,996,866.55	\$ 78,938.38	\$ 2,450,386.63	\$ 4.526,191.56	\$ 543,142.99	s -	\$ 92,802.49	\$ 156.792.47	\$ 242,994.30	\$ 39.469.20	\$ 198,606.99	\$ 200,000.00	\$ 3,807,154.08	\$ 1,992,845.92	\$ 6,000,000.00	100.00%
*		-	33.28%	1.32%	40.84%		9.05%	0.00%	1.55%	2.61%	4.05%	0.66%	3.31%	3.33%	63.45%	33.21%	100.00%	

DBE Participation Percentage	Contract	*	
Sub-Total A <sup>1</sup> Group, Inc. Prime Consultant	5 3,807,154.08	63,45%	%
Subconsultant - GCI	\$ 251,043,38	4.18%	4.16%
Subconsultant - METHA	5 207,207.40	3.45%	3.45%
Subconsultant - PAGE ONE CONSULTANTS	\$ 124,212.26	2.07%	2.07%
Totals	5 4,389,617.12	73.16%	9.71%

A<sup>2</sup> Group, Inc. Summary of Estimated Costs SR-429 204 Date : 09/17/2015

Contract Estimate 429-204 Prime Consultant and Team CEI SERVICES FOR S, R. 429 (Wekiva Parkway) CONTRACT NO. 001087 CFX Project No. 429-204 Section 2B

S.R. 429 (Wekiva Parkway) from North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange).

## EXHIBIT "C"

DBE Participation Percentage	
Sub-Total A <sup>2</sup> Group, Inc. Prime Consultant	
Subconsultant - GCI	
Subconsultant - METHA	
Subconsultant - PAGE ONE CONSULTANTS	-
Totals	-

	Contract	1/4
\$	3,807,154.08	63.45%
\$	251,043.38	4.18%
\$	207,207,40	3.45%
\$	124,212.26	2.07%
5	4,389,617.12	73,16%

DESCRIPTION	DBE		-	-	TOTALS	-	DBE
SALARY RELATED COSTS (FIELD INSPECTIONS)		\$ 4,526,191.56		\$ 4	4,526,191,56		
A <sup>2</sup> GROUP, INC.	DBE	\$ 3,032,744.46	-			\$	3.032,744.46
Subconsultant - FIGG		\$ 623,274.89				1	
Subconsultant - RK&K		\$ 234,217,74				11	
Subconsultant - DRMP		\$ 216,827,42				-	
Subconsullant - GCI	DBE	\$ 208,066.97				\$	208,066.97
Subconsultant - METHA	DBE	\$ 167,009,04				\$	167,009.04
Subconsultant - GANNET FLEMING		\$ -	-			1	
Subconsultant - PAGE ONE	DBE	\$ 44,051,04		-		\$	44,051.04
Subconsultant - TBD		\$ .				-	
OVERTIME PREMIUM COSTS		\$ 39,469,20		s	39,469,20	-	_
A* GROUP, INC.	DBE	\$ 21,545.76		-	00,400,20	\$	21,545.76
Subconsultant - FIGG	DUC	\$ 2,623,56		-		-	21,010,00
Subconsultant - RK&K		\$ 4,041.99					
Subconsultant - DRMP		\$ 3,782.13					
Subconsultant - GCI	DBE	\$ 3,922,56				\$	3,922.56
Subconsultant - METHA	DBE	\$ 2,811.60				\$	2,811.6
Subconsultant - GANNET FLEMING		\$ -					
Subconsultant - PAGE ONE	DBE	\$ 741.60				s	741.80
Subconsultant - TBD		\$ -		_		-	1.1.20
			-			1	
OPERATING MARGIN		\$ 543,142.99		\$	543 142 99	-	
A* GROUP, INC.	DBE	\$ 363,929,34		-		\$	363,929.3
Subconsultant - FIGG	and the second second	\$ 74 792 99		-			
Subconsultant - RK&K	1.	\$ 28,106.13				-	
Subconsultant - DRMP		\$ 26,019.29		-		-	
Subconsullant - GCI	DBE	\$ 24,968.04				\$	24 968 0
Subconsultant - METHA	DBE	\$ 20,041.08		1		\$	20,041.0
Subconsultant - GANNET FLEMING		\$ -				-	
Subconsultant - PAGE ONE	DBE	\$ 5,286.12		1		\$	5,286,1
Subconsultant - TBD		\$ -		-		-	_
					-	_	
EXPENSES	DDC	\$ 249,594.96		\$	249,594.96	9	30,267.9
A <sup>2</sup> GROUP, INC. MONTH 1 - 20%	DBE	\$ 30,267,92 \$ 121,071,75		1		\$	121,071.7
A <sup>2</sup> GROUP, INC. MONTH 2 thru 26				-		\$	92,802.4
A2 GROUP FIELD OFFICE EXPS ALLOWANCE	DBE	\$ 92,802,49 \$ 1,363,20		-			32,002.4
Subconsultant - FIGG		\$ 681.60		-		-	
Subconsultant - RK&K		\$ 1,363.20		-		-	
Subconsultant - DRMP	DDC	\$ 681.60		-		\$	681.6
Subconsultant - GCI	DBE			-		S	1.363.2
Subconsultant - METHA	DBE			-		0	1,303,20
Subconsultant - GANNET FLEMING	0.05	<u>\$</u> -		-		0	
Subconsultant - PAGE ONE Subconsultant - TBD	DBE	\$ - \$ -		-		\$	
			_	-		-	
VEHICLES / MOBILE EXPENSES		\$ 242,994,30		\$	242,994,30		
A <sup>2</sup> GROUP, INC.	DBE	\$ 144,792.36	\$ 5.60	-		S	144,792.3
Subconsultant - FIGG		\$ 28,256.00	\$ 5.35			-	
Subconsultant - RK&K		\$ 19,316.69	\$ 4.50	-		-	
Subconsultant - DRMP	1.	\$ 21,242.56	\$ 5.36	-			
Subconsultant - GCI	DBE	\$ 13,404.21	\$ 4.39	-		\$	13,404 2
Subconsultant - MEHTA	DBE	\$ 15,982.48	\$ 5.38			\$	15,982.4
Subconsultant - GANNET FLEMING		S -		-		_	
Subconsultant - PAGE ONE	DBE	\$ -				\$	
Subconsultant - TBD		\$		-		-	
				-		_	
GEOECHNICAL / SURVEYING / OTHER		\$ 198,606 99		\$	198,606.99	-	
A <sup>2</sup> GROUP, INC	DBE	\$ -		-		\$	
Subconsultani - FIGG		\$ .		-		-	-
Subconsultani - RK&K		\$ -		-		-	
Subconsultant - DRMP		\$		-		-	
Subconsultant - GCI	DBE	\$ -				\$	
Subconsultant - METHA	DBE	\$ -				\$	
Subconsultant - GANNET FLEMING	and the second second	\$ 124,473.49		_		-	
Subconsultant - PAGE ONE	DBE	\$ 74,133.50				\$	74 133 5
Subconsultant - TBD		\$ -		-		-	
CONTIGENCY			-	\$	200,000.00		
				-		-	
TOTALS		\$ 5,800,000.00			6.000.000.00	1.14	a 389 617 1

<u>A<sup>z</sup> Group, Inc.</u> Prime Consultant and Team

Å A<sup>2</sup> Group, Inc Summary of Estimated Costs

Homes Jan 2001

CEI SERVICES FOR 1 8, CEI (WAINS PAINNI) CONTRACT NO. 001027 CFT Privat Na. 225-MM Section 12 S. 4.29 (Mikuka Parkway) from North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange) S. 4.29 (Mikuka Parkway) from North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange)

<u>\$R-429 204</u>

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Hours Times (x) Applicable Rate per Original Contract \$ 5.00 Vehicle Expenses & Cellular \$144,792.36

 OAR Participation Personage

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Regular	1	1	15	1,335,428.70	- 11
Straight Overtime			3	45,021.51	
Total Salary Costs			5	1,376,520.21	-
Fristors and Overhead	1.2000			1.654 224 25	
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Expense (Vehicles Expenses			1	\$144,792.36	-
Field Office Expenses Allows	hee		1-	\$92,002.45	
Expense: (Per Schedule)			1.	\$151,339.67	
Premium Overtime			1.	21.545.74	
Bub-Total A' Group, Inc. Firm	e Consultant		13.	2.807,154.08	\$2.487
Contingency		· · · · · · · · · · · · · · · · · · ·	12	200,000,00	2.37%
Subconsultant - FIGG	-		\$	730,310.62	12.57
Subconsultant - RK&K			1	206.364.15	4.775
Subconsultant - DRMP	the second se		1	259,734.60	4.42%
Subconsultant - GCI		Particular Contractor	1.2	251,043.35	4.18%
Subconsultant - METHA	and the second second		5	207,207.40	3.495
Subconsultant - PAGE ONE C	ONSULTANTS		1	124,212.26	2.275
Subconsultant - GANNETT FU	EMING, INC	And the second second	15	124,472.49	2.07%
Subcomultant - Precast/Ster	Flant Inspection Serv	vices (By CEX)	15		5.175
Subconsultant - Coatings Ins	pettion Services (By I		1		6.00%
and the second se		Tutal Estimate	1	6.000.000.00	100.00

Total Estimated Services January 2015 thru February 2016 \$ 6,000,000.00 7 06%

Original Construction Budget \$ 85,000,000.00

	EXPENSES SCHEDULE			26		1	6.50%	( day and the second se					
EM #	Туре	Expense Item #	Description	Quantity	Unit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
1	Field Office Expenses Allowance	7	Alarm System	1	\$ 1,725.00	\$1,725.00	\$112.13	\$1,637.13	50.00%	\$918.57	\$918.56		
	Field Office Expenses Allowance	1	Fire Extinguisher Office	2	\$ 59.00	\$118.00	\$7.87	\$125.67		\$0.00	\$125,67		
	Field Office Expenses Allowance		First Aid Kit Office	1	\$ 77.99	\$77.99	\$5.07	\$83,06		\$0.00	\$83.06		
	Field Office Expenses Allowance	1	Monthly Garbage delivery (4 CY dumpster) (estimate)	1	\$ 150.00	\$150.00	\$9.75	\$159.75		\$0.00	\$159.75		
	Field Office Expenses Allowance	1	Office Trailer Lease	28	\$ 1,100.00	528,600.00	\$1,859.00	\$30,459.00		\$0.00	\$30,459.00		
10	Field Office Expenses Allowance	1	Office Trailer - Handy-Cop Ramp & Stairs	1	\$ 3,650.00	\$3,650.00	\$237.25	\$3,887,25		\$0.00	\$3,887.25		
11	Field Office Expenses Allowance	1	Office Trailer - Set-Up, Delivery, & Removal	1	\$ 7,910,00	\$7,910.00	\$514 15	\$8,424.15		50.00	\$8,424.15		
	Field Office Expenses Allowance	1	Temporary Fencing w/Delivery, Rental / Setup & Removal (Estimate)	1	\$ 7,400.00	\$7,400.00	\$481.00	\$7,881.00		\$0.00	\$7,881.00		
14	Field Office Expenses Allowance	1	Progress Energy Service Hookup (Estimated Allowance)	1	\$ 2,500.00	\$2,500.00	\$162.50	\$2,862,50		\$0.00	\$2,662.50		
15	Field Office Expenses Allowance	1	Electrical Contractor Set-up (Estimated Allowance)	1	\$ 5,000.00	\$5,000.00	\$325.00	\$5,325.00		\$0.00	\$5,325.00		
16	Field Office Expenses Allowance	1	Sewer, Monthly Service (Septic Tank for Trailer) (Estimated Allowance)	26	\$ 550.00	\$14,300.00	\$929.50	\$15,229,50		\$0.00	\$15,229,50		
	Field Office Expenses Allowance	1	Telephone, initial connection fee ( STE Communications Estimate)	1	\$ 430.00	\$430.00	\$27.95	\$457.95	1	\$0.00	\$457.95		
21	Field Office Expenses Allowance	1	Office Set up Mobilization	1	\$ 15,140.00	\$16,140.00	\$1,049,10	\$17,189.10		\$0.00	517 189 10	1	
	Field Office Expenses Allowance	1	SUBTOTAL			a land and a						\$92,802.49	No. of the second s
2	Field Office Monthly Expenses	-	Alarm System Monitoring	26	\$ 40.00	\$1,040.00	\$67.60	\$1,107 60		\$0.00	\$1 107 60		
_			and the second	1	41.99	\$41,99	\$2.73	\$44 72		\$0.00	\$44 72		
3	Field Office Monthly Expenses		Digital Recorder	26	\$ 300.00		\$507.00	\$8,307.00		50.00	\$8,307.00		
5	Field Office Monthly Expenses	1.5	Janitorial Service		\$ 140.10		\$236.77	\$3,879,37		\$0.00	\$3,879.37		
7	Field Office Monthly Expenses		Monthly Garbage Collection (4 CY dumpster) (estimate)	26				\$8,307.00		50.00	\$8,307.00		
13	Field Office Monthly Expenses	1.5	Electric Service (Estimated)	26	\$ 300 50	\$7,800.00	\$507.00			\$692.19	\$6,307.00		
	Field Office Monthly Expenses	1.5	Telephone System	1	5 1,299,68	\$1,299.88	\$84.49		50.00%		\$6,500.00		
18	Field Office Monthly Expenses		Telephone, Mo. Service - Local & LD (Essimated Allowance)	26	\$ 250.00	\$5,500.00 \$6,500.00	\$0.00	\$5,500.00		50.00	\$6,500.00		
19	Field Office Monthly Expenses	1.5	Telephone, Mo. Service - Internet	28	\$ 250.00	\$6,500.00	\$0,00	\$6,500.00	-	50.00	35,500.00	\$35,337,87	
20	Field Office Monthly Expenses	1,5	SUBTOTAL							50.00	2070.05	232,237,07	
21	Office Furniture	2	Bookcase Four Shelf	2	5 129,99	\$259.98	\$18,90	\$275,88			\$276.88		
22	Office Furniture	2	Calculator Tape (12pk)	4	5 5.99	\$27,96	\$1.82	529,78		\$0.00	\$29,78		
23	Office Furniture	2	Calculator Hand Held	2	\$ 7.79	\$15.58	51.01	\$16,50		\$0.00	\$18.59		
24	Office Furniture	-2	Calculator, Desk Top w/Tape	2	5 40.19	\$80,38	\$5.22	\$85,60		\$0,00	\$85.60		
25	Office Furniture	2	Chair-Desk (Office)	11	S 109.99	\$1,205,89	\$78,64	\$1,288.53		50.00	\$1,288 53		
26	Office Furniture	2	Chair mats.	11	5 40.49	\$445.39	\$28.95	\$474.34		\$0,00	\$474.34		
27	Office Furniture	2	Choirs Stackable	12	5 53.49	\$641.88	\$41.72	\$683.60		\$0.00	\$683.60		
28	Office Furniture	2	Desk (Office)	11	5 189.89	\$2,089.89	\$135.84	\$2,225.73		\$0.00	\$2,225.73		
29	Office Furnitute	2	File Cabinet, 4 drawer (Fire Safe)	2	\$ 1,843.99	\$3,687.98	\$239 72		50.00%		51,963.85		
30	Office Furniture	2	File Cabinet, 4 drawer	2	\$ 129.99	\$259.98	\$16.90	\$276.88		50.00	\$276.88		
31	Office Furniture	2	Key Cabinet	1	\$ 42.39	\$42.39	\$2,75	\$45.15		50.00	\$45,15		
32	Office Furniture	2	Storage Shelves	1	\$ 176,99	\$175.99	\$11.50	\$188.49		\$0,00	\$158,49		
33	Office Furniture	2	Storage Cabinet	1	5 139.99	\$139.99	\$9.10	\$149.09		\$0,00	\$149.09		
34	Office Furniture	2	Bulletin Board		5 79.99	578.99	\$5.20	585.19	L	\$0,00	\$85.19		
35	Office Furniture	2	Dry erase Board	1	5 149.99	\$149.99	\$9.75	\$159.74		\$0,00	\$159,74		
36	Office Furniture	2	Table Folding (45" x 24")	2	\$ 56.99	\$113.98	\$7.41	\$121.39		50.00	5121.39		
37	Office Furniture	2	Table, Folding (Conference)	2	\$ 195.99	\$393.95	\$25.61	\$419.59		\$0.00	\$418.59		
38	Office Furniture	2	SUBTOTAL		a strange and the							58,490.42	
39	Communication Exp	3	Cellular phones.	157	\$ 72.21	\$11,336.97	\$0.00	\$11 336.97		\$0.00	\$11,336,97		
40	Communication Exp	2	TOTAL									\$11,336.97	
47	Vehicle Expenses	4	SUV (4WD) - Resident Engineer	25	\$ 548.00		50.00	\$14,248.00		50.00	\$14,248,00		
42	Vehicle Expenses	4	SLV (4WB) - Project Administrator	26	\$ 558.00	514,508.00	50.00	\$14,508.00		50.00	\$14,508,00		
43	Vehicle Expenses		P/U (4WO) - Senior Inspector	80	\$ 558.00	\$44,640.00	\$0.00	\$44,640.00		\$0.00	\$44,840,00		
44	Vehicle Expenses	4	P/J (4WD) - Inspector & Inspector's Aid	25	\$ 558.00	\$13,950.00	- \$0.00			50,60	\$13,950,00		
45	Vehicle Expenses	4	Resident - Monthly Vehicle Operating Expenses	26	\$ 108.85		\$0.00	\$2,830.10		\$0.00	\$2,830.10		
46	Vehicle Expenses	4	Project Administrator - Monthly Vahicle Operating Expenses	26	\$ 108.85	\$2,830.10	\$0.00	\$2,830.10		\$0,00	\$2,830.10		
47	Vehicle Expenses	4	Senior Inspector - Monthly Vehicle Operating Expenses	60	\$ 108.85	58,708.00	\$0.00	\$8,708.00		\$0.00	\$8,708.00		
48	Vehicle Expenses	4	Inspector/Inspector's Aid - Monthly Vehicle Operating Expenses	25	\$ 108.85		50.00			\$0.00	\$2,721.25		
49	Vehicle Expenses	4	Insurance and Licensing Allowance	157	\$ 137.62		\$0.00			\$0.00	\$21,606.34		
50	Vehicle Expenses	4	Monthly Project Vehicle Tolls - Resident Engineer	26	\$ 36,00	\$936.00	\$0.00	\$936.00		\$0,00	\$936.00		
51	Vehicle Expenses	4	Monthly Project Vehicle Tails - Inspectors	25	\$ 58.00		\$0.00			\$0.00	\$2,200.00		
52	Vehicle Expenses	4	Fire Extinguisher, Vehicle	7	\$ 29.95	\$209.65	\$13.63			\$0.00	\$223.28		
53		4	First Ald Kits, Vehicle	7	\$ 65.00	\$455.00	\$29.58			\$0.00	\$484.58		
	Vehicle Expenses	4	Flasher Beacon & Magnetic Kit	-	\$ 550.00	\$1,650.00	\$107.25			\$0.00	\$1,757.25		
54	Vehicle Expenses	4	ECC Backup Alarm	1	\$ 149.00	\$447.00	\$29.06	\$476.06		\$0.00	\$476.06		
55	Vehicle Expenses	4		3	5 325.00	\$975.00	\$63.38	\$1,038.38		\$0.00	\$1,038.38		
56	Vehicle Expenses	4	Trunk Mounted Tool Sox	14	\$ 19.99		\$18.19	\$298.05		\$0.00	\$298.05		
57	Vehicle Expenses	4	Vehicle Signs	18.	4 13.33	24/9,00	210.19	er.20.00		40.00		\$133,455,39	

			26 6,50%										
EM #	Туре	Expense Item #	Description	Quantity	Unit Price	Price	Тах	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
59	Testing & Field Equip	5	100' Steel Tape	2	\$ 38.90	\$77.80	\$5.06	\$82.85		\$0,00	\$82.86		
60	Testing & Field Equip	5	300' Fiberglass Tape	1	\$ 57.89	\$57.89	\$3.76	\$61.65		\$0.00	\$81.65		
61	Testing & Field Equip	5	6" Level	5	5 90.00	\$450.00	\$29.25	\$479.25		\$0,00	\$479.25		
62	Testing & Field Equip	5	Carpentar's Level 48"	1	\$ 37.10	\$37.10	\$2.41	\$39.51		\$0.00	\$39.51		
63	Testing & Field Equip	5	Concrete Scoop	- 4	\$ 15.50	\$62.00	\$4,03	\$86,03		\$0.00	\$66.03		
64	Testing & Field Equip	5	Concrete Slump Test Kit	4	\$ 285.50	\$1,142.00	\$74.23	\$1,216,23		\$0.00	\$1,216,23		
65	Testing & Field Equip	5	Cylinder Molds (case of 38 without lids)	20	\$ 84.20	\$1,684.00	\$109.46	\$1,793.46		\$0,00	\$1,793.46		
65	Testing & Field Equip	5	Cylinder Mold Lids (each)	500	5 2.23	\$1,784.00	\$115.96	\$1,899.96		\$0.00	\$1,899.96		
67	Testing & Field Equip	5	Cylinder Mold Transport Rack	5	\$ 13.00	\$65.00	\$4.23	\$69.23		\$0,00	\$69.23		
68	Testing & Field Equip	5	Ear Plugs Box	2	\$ 26.65	553.30	\$3.48	\$56.76		\$0.00	\$56.76		
69	Testing & Field Equip	5	Field Books (6 1/2 x 8 1/2)	30	\$ 24.50	\$735.00	\$47,78	\$782.78		\$0.00	\$782.78		
70	Testing & Field Equip	5	Flash Light Batteries, B-Pack	10	\$ 8.90	\$89.00	\$5,79	\$94.79		\$0.00	\$94.79		
71	Testing & Field Equip	5	Flashlight	10	5 19,80	\$198.00	\$12.87	\$210,87		\$0.00	\$210.87		
72	Testing & Field Equip	5	Infrared Surface Thermometer & Case	10	\$ 149.99	\$1,499.90	\$97,49	\$1,597.39		\$0.00	\$1,597,39		
73	Testing & Fleid Equip	5	Hard Hats	20	\$ 17.77	\$355.40	\$23.10	\$378,50		\$0.00	\$378.50		
74	Testing & Field Equip	5	Headgear Ear protection	15	\$ 8.98	\$134.40	\$8.74	\$143.14		\$9.00	5143.14		
75	Testing & Field Equip	5	Kiel (Lumber Cravons) 4pk	- 2	\$ 12.09	\$24.16	51.57	\$25.75		\$0.00	\$25,75		
76	Testing & Field Equip	5	Level Precision Automatic		S. 744.97	\$744.97	\$48.42		25.00%	\$198.35	\$595.04		
77	Testing & Field Equip	5	Marking Spray Paint, Dozen	5	\$ 64.95	\$324 75	\$21.11	\$345.86		\$0.00	\$345.86		
78	Testing & Field Equip	5	Masons Trowel	5	\$ 33.95	3169 75	\$11.03	\$180.78		\$0.00 \$0.00	\$180.75 \$360.40		
79	Testing & Field Equip	5	Mold Striping Tool	18	\$ 21.15	\$338.40	\$22.00	\$360.40					
80	Testing & Field Equip	.5	Nuclear Density Gauge - Salvaged	3	\$ 3,500.00	\$10,500.00	\$682.50	\$11,182.50		\$0.00	\$11,182,50		
81	Testing & Field Equip	5	Nuclear Density Gauge - Licensing & Quarterly Monitoring	<u>5</u> f	\$ 250.00	\$4,000.00	50,00	\$4,000.00		\$0.00	\$2,236,50		-
82	Testing & Field Equip	5	Nuclear Density Gauge - Calibration/Maint Charges	6	\$ 350.00	\$2,100.00	5136.50	\$2,236.50		\$0,00	\$159.75		
83	Testing & Field Equip	5	Nuclear Density Gauge - Leak Test	6	\$ 25.00	\$150.00	\$9,75	\$159.75		\$0.00	\$319.50		
84	Testing & Field Equip	5	Nuclear Density Gauge - Wood Storage Cabinet (Estimate)	1	\$ 300.00	\$300.00	\$19,50	\$319 50					
85	Testing & Field Equip	5	Nuclear Density Gauge - Dosimetry Monitoring	130	\$ 40,00	\$5,200.00	\$338.00	\$5,538.00		\$0.00	\$5 538.00 \$25.47		
86	Testing & Field Equip	5	Plumb Bob	2	\$ 11.96	\$23.92	\$1.55	\$25.47		\$0.00	\$57.03		
87	Testing & Field Equip	5	Pest Hole Digge/	1	5 53.55	\$53.55	\$2.48	\$57.03			\$628.62		
85	Testing & Field Equip	5	Rain Géar	15	\$ 39,35	\$590.25	538.27	\$628.62		50 00	\$585.75		
69	Testing & Field Equip	5	Rollatape Measuring Wheel	10	\$ 55.00	\$850.00	\$35.75	\$585.75		the second s			
90	Testing & Field Equip	5	Rollio-meter / Pressure Meter Purchase	1	\$ 615.00	\$615 OD	\$39.98	\$654.98	-	\$0,00	\$654.98		
91	Testing & Field Equip	5	Roll-o-meter Calibration (gty 6 -every 6 months)	6	\$ 50.00	\$300.00	\$19.50	\$319.50		\$0.00	\$319.50		
93.5	Testing & Field Equip	5	Pressure Meter Calibration (gtv 6 -every 6 months)	0	\$ 100.00	\$0.00	\$0.00	\$0.00	1	\$0.00	SO 00		
93.5	Testing & Field Equip	5	Rubber Hammer	S	5 7.81	\$39.05	\$2.54	\$41.59		\$0.00	\$41.58		
93	Testing & Field Equip	5	Safety Vest, Class III	20	\$ 29.10	\$582.00	\$37.83	\$619.63		\$0.00	\$619.83		
94	Testing & Field Equip	5	Sample Bags (100 ea.)	10	\$ 76.00	\$760.00	\$49.40	\$809.40		\$0.00	\$809,40		
95	Testing & Field Equip	5	Shovel Square Point	5	\$ 47.50	\$237.50	\$15.44	\$252.94	(	\$0.00	\$252.94		
98	Testing & Field Equip	5	Smart Level w/Case	2	\$ 144.30	\$268.60	518.76	\$307,36	1.5	50.00	\$307.38		
97	Testing & Field Equip	5	Speedy Moisture	3	\$ 1,365.85	\$4,097 55	\$266.34	\$4,363,89	50.00%	\$2,181,95	\$2,181.94		
98	Testing & Field Equip	5	Speedy Moisture - Calibration/Maint, Charges	.9	\$ 100.00	\$900,00	\$58.50	\$958.50		\$0.00	\$958,50		
99	Testing & Field Equip	5	Mobile Mini - 10' Container (Gauge and Misc. Equip Storage)	26	\$ 99.70	\$2,592.20	\$168.49	\$2 760 69		\$0.00	\$2,760.69		
100	Testing & Field Equip	5	Mobile Mini - No Container (Gabde and Misc. Edub Storage) Mobile Mini - Set-Up, Delivery, & Removal	2	5 200.00	\$400.00	\$25.00	\$426.00		\$0.00	\$426.00		
101	Testing & Field Equip	5	Level	5	\$ 15.59	\$77.95	\$5.07	\$83.02		\$0,00	\$83.02		
101	Testing & Field Equip	5	Tally Counter	2	\$ 12.51	\$25.02	\$1.63	526.65		\$0.00	\$28.65		
102	Testing & Field Equip	5	Tape Measuring (25)	10	5 21.99	\$219.90	\$14.29	\$234.19		\$0.00	\$234,19		
104	Tenting & Field Equip	5	Thermometers, Apphalt	8	\$ 79.00	\$632.00	\$41.08	\$673.08		\$0.00	\$673.06		
105	Testing & Field Equip	5	Turbidity Meter w/ Sheath	1	\$ 774.00	\$774.00	\$50.31		50.00%	\$412.16	\$412.15		
106	Testing & Field Equip	5	Wheelbarrow	5	\$ 152.00	\$760.00	\$49.40	\$809.40	-	50.00	5809.40		
107	Testing & Field Equip	5	Rain Gauge	2	5 28.60	\$57.20	\$3.72	\$50.92	1.000	\$0,00	\$60.92		
108	Testing & Field Equip	5	Straight Edge	2	5 217.26	\$434.52	528.24	\$462.76	i la company	\$0.00	\$462.76		
109	Testing & Field Equip		TOTAL		1	-						\$47,308.26	

## A <sup>2</sup> Group, Inc.

			E	26	-	I	5,50%		-	_			
FEM #	Туре	Expense Item #	Description	Quantity	Unit Price	Price	Тах	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
110	Miscellaheous Exp	6	Office Supplies (CFX Budget)	26	\$ 250.00	\$6,500.00	\$0.00	\$6,500.00	1	\$0.00	\$6,500.00	I	
111	Mispellaneous Exp	6	Postage & Shipping (Estimate)	26	\$ 25.00	\$650.00	\$42.25	\$892.25		\$0.00	\$692.25		
112	Miscellaneous Exp	6	Digital Camera	2	\$ 109.99	\$219,98	\$14.30	\$234.28		\$0.00	\$234.28		
113	Miscellaneous Exp	6	Label Maker	2	\$ 49.99	\$99,98	\$0.50	\$106.48	-	\$0:00	\$106.48		
114	Miscellaneous Exp	6	Label Maker Tape	20	\$ 19.99	5399,80	\$25.99	\$425.79		\$0,00	\$425.79		
115	Miscellaneous Exp	6	Miscellaneous Small Tools (Estimate)	1	\$ 750.00	\$750.00	\$48.75	\$798.75		\$0.00	\$798.75		
116	Miscellaneous Exp	6	TOTAL									\$8,757.55	
117	Computer Equipment	7	Copy/Printer/Fax Machine	26	\$ 450.00	\$11,700.00	\$760.50	\$12,460.50		\$0.00	\$12,460,50		
118	Computer Equipment	7	Copy Machine Service Agreement	26	\$ 162.50	\$4,225:00	\$274 63	\$4 499 63		\$0.00	54 499 63		
119	Computer Equipment	7	Copy Machine toner shipping	13	5 14 95	\$194.35	\$12.63	\$206,98		\$0.00	\$206.98		
120	Computer Equipment		APC Backups w/ Surge Protector	12	\$ 99.00	\$1,188.00	577 22	\$1,265.22		\$0.00	\$1,265 22		
121	Computer Equipment		Cables, Connectors, Etc.	1	\$ 294.75	\$294.75	\$19.16	\$313.91		\$0,00	\$313,91		
122	Computer Equipment	7	Not in use	0	s .	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		
123	Computer Equipment	7	Computer Work Stations w/Monitor, MS Office, Acrobat & Viore	2	\$ 1,499.99	\$2,999.95	\$195,00	\$3,194,68	20.00%	\$539.00	\$2,555.98		
124	Computer Equipment	T	Dell Laptop	7	5 549.99	\$3,849.93	\$250.25	\$4,100.15	20.00%	5820.04	\$3,280,14		
125	Computer Equipment	7	MS Office	9	\$ 219.99	\$1,979.91	\$128.69	\$2,108.60		\$0.00	\$2,108.60		
126	Computer Equipment	7	Acrobat Software	4	\$ 299.99	51,199.96	\$78.00	\$1,277.95		\$0.00	\$1,277.96		
127	Computer Equipment	7	Dell Power Edge File Servet	1	5 4,318.30	\$4,318,30	\$280.69	\$4,598.99		\$919,80	\$3,679,19		
128	Computer Equipment	7	HP LaserJet P3015dn Printer	1	5 749,99	\$749.99	\$4E.75		20,00%	\$159.75	\$638.99		
129	Computer Equipment	7	HP LaserJet P3015dn Cartridge	10	\$ 147,99	\$1,479.90	\$96.10	\$1,576.09		\$0.00	\$1,576,09		
130	Computer Equipment	-7	HP LasetJet Pro 400 Cartridge (Black)	10	\$ 103.99	51,039.90	\$67.59	\$1,107.49		\$0.00	\$1,107;49		
131	Computer Equipment	7	HP LaserJet Pro 400 Cartridge ( Cvan)	10	\$ 119.99	\$1,199.90	\$77.99	\$1,277,89		\$0.00	\$1,277.89		
132	Computer Equipment	7	HP LaserJet Pro 400 Cartridge (Yellow)	10	5 119.99	\$1,199.90	\$77.99	\$1,277.89		\$0.00	\$1,277,89		
133	Computer Equipment	7	HP LaserJet Pro 400 Cartridge (Magorita)	10	\$ 119.99	\$1,199.90	\$77.99	\$1,277,89		\$0.00	\$1,277.89		
134	Computer Equipment	7	Cisco Small Business Switch	1	\$ 391.99	\$391.99	\$25.45	5417.47		\$0.00	\$417.47		
135	Computer Equipment		Sonicwall TZ 210 Firewall	1	\$ 883.99	\$883.99	\$57.46	\$941.45		\$0,00	3941.45		
138	Computer Equipment		Cable drops (STE Communications estimate)	1	5 1,250.00	\$1,250.00	\$81.25	\$1,331.25		\$0,00	\$1,331.25		
137	Computer Equipment		Vipre Antivirus Software (5 licenses per box)	2	\$ 277.49	\$554.98	\$36,07	\$591.05		\$0.00	\$591.05		
138	Computer Equipment	T	(T Technical Support (4 hours/month)	104	5 90.00	\$9,360,00	\$0.00	\$9,360.00		\$0.00	\$9,360.00		
139	Computer Equipment	7.	TOTAL				10.4		1		\$388,934.52	\$51,445.57 \$388,934.52	

RECAP		OFFICE SETUP & RENT	DIRECT EXP REIMB	VEHICLE & RELATED
Field Office Expenses Allowance	\$92 802 49	\$92 802 49		
Field Office Monthly Expenses	\$35,337.87		\$35,337.87	
Office Furniture	\$8,490,42		\$8,490.42	
Communication Exp	\$11,336.97			\$11,336.97
Vehicle Expenses	\$133,455,39			\$133,455,39
Testing & Field Equip	\$47,308 26		\$47,308.26	
Miscellaneous Exp	\$8,757.55		\$8,757.55	
Computer Equipment	\$51,445.57	10.00	\$51,445,57	S. S
TOTAL	\$388,934,52	\$92,802.49	\$151,339.67	\$144,792.36

8					
	Office Expenses Mobilization (Initial)	\$	30,267 92	Month 1	
	Office expenses remaining Months	\$	4,842.67	Per Month	
-	Total Field Office	Ехр	enses Allowance	\$92,802 49	
	TOTAL Items	1 5-2	-5-4-6 & 7 Office		
7	Related Expe			\$151,339,67	,
	TOTAL Item	38.4	Vehicle Related		
39	1	Expe	ises	\$144,792.36	



Note: Items listed under Office Expenses Allowance will be Billed for reimbursement as expenses are incurred and paid.

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CEI SERVICES FOR 5. II, 429 (White Perhap) CONTRACT NO, CONST CFX Project Na, 425-204 Sector 20 3. 423 (White Pathway) both Narth of Kelly Park Read to the Lase County line and east of Phymouth Softentie Road (referred to as the System Interchange) 3. 423 (White Pathway) both Narth of Kelly Park Read to the Lase County line and east of Phymouth Softentie Road (referred to as the System Interchange)

### FIGG BRIDGE INSPECTION. INC.

#### Quele : 09/17/2015 Excatation Wate Factor Descrime Factor IV approximation 3.005. 8.005 Allartine Jun 2017 2017 Regular Iourly Salery Cost 2016 O.T. Hourly Rates 2016 D.T. Hourly Rates 2016 O.T. Man Hours 2018 Selary Cost Straight Time Cost Estimated Salary Case In 2018 2017 Hourty Rates 2017 O.T. Man Hours 2017 T. Henrity Rates and G.T. Stratght Time Cost Estimated Intery Cont for 3917 2011 O.T. Man Hours 2018 Regular Hourt Salary Cost 2018 Estimated Salary Con Time Cost Ior 2018 2015 Hourly Rates 2015 O.T. Mar Houre 2015 Regular insurty Salary Cent 2018 Q.T. Straight Time Cost Estimated Salary Cos for 2015 3014 2016 Hourly Rziel 2018 Water Inner 2011 y Rate 2018 O.T. Handly Rater Cost Project Wide Dec 2016 Dec 2017 Paraon Inti Classifications ian Hes 03.08 1 00.00 mm 5 118 544.05 1 . 1 119 544.00 79 10 1 30 70 1 2 23 00 0 3 2 20 20 1 3 30 30 30 \*1000 1 62 42 85 00 1 30 17 5 82 396 40 5 - 5 82 394 40 mm 5 117 5 36 108 17 5 2 426 52 5 32 762 07 24 RECOR WALDEN D.F. NECOS PROJECT ADMINISTRATO 145-00 ± 60.60 2 36.70 1 11 11 1 1 .00.020.0 1 9.999.00 12 36.77 38.77 5 1.5 115 12 \$ 112.729.65 \$ 1.408.40 \$ THE SEAT SUE FOTAL HOUSE 2,810.00 79,05 1 HEADINE \$ 2400.00 \$ HANNE 2,145.00 . 9,999,00 8 L 8 9.909.00 86.00 2,970.00 H#1.00 2,145 00 TOTAL HOURS 10 73 -66 00

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MOGE MARECTOR	-
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A<sup>2</sup> Group, Inc.

Allemantel	Reported Horn	Ingel in Laps	No. of Concession, Name	ALC: N			_	
Des 2015 Mat Hours	2015 O.T. Man Houns	2016 Hourty Rates	2016 C.T. Man Hours	Dec 2017 Man Hours	2017 O Y, Man Hourts	2218 Man meers	- (	Table Noune
M6.00		1,960,000	1.4	1,325.00	5-1-1-C		-	1.482.00
	-	900.002	×1	425 00	1	- C - C		1.816.00
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	- A.I.	1	-			-		
1.4		1.1	1.5	10.1		00		1
1.141	1.1.1	100	1.				-	-
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				20	-	-	~	
			1 - 1			1	1	-
185-00	1.1 4.1	111000	1	114542		13 AL		1,000.00

Cost Divided by Hours 1 134 Vehicle Expenses & Cellular 128,256.00

				-	-		-	IP-	-
			-	-	-	-		Ļ	
						s -	\$		241,504.77
	Ξ.				,		5,280.00		
Regular				-	-			15	278,059.65
Straight Ove	rtime				-	-		1	5.247.12
Total Salary			-		-			1	283.306.77
Fringes and	Overhead	-	1,2000	_		-	-	5	220,968,12
Total Direct	Salary and Relate	d Costs		-	_	-	-	ş	623,274.89
Operating M	arow		0,12	-	-		-	5	74,792.99
Expenses	(Vehicles Expe	msesj				1	1	1	\$26,256.00
Expenses	(Per Schedule			-					\$1,363,20
Premium Ov	ertime				_			18	2,623.56
Sun-Total Pr	ime Consultant	-	-	-		-	-	\$	730,310.64
-				-	-				
		-	-	-					
_	-	-	_	-	_				-
		-		_		_	-		
-						-			
-				-	-	Te	tal Estimate		732,510.54

211,041,41 PLAUS 17

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DIREC	T EXPENSES SCHEDUL	Months 32												
TEM	Туре	Expense	Description	Quantity	U	nit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp		Cellular phones	32	S	72.21	\$2,310.72	S0.00	\$2,310.72		\$0.00	\$2,310.72	- Alexander -	
58	Communication Exp	3	TOTAL										\$2,310.72	
	Vehicle Expenses	4	P/U (4WD) - BPA & SI	32	\$	558.00	\$17,856.00	\$0 00	\$17,858.00	1	\$0.00	\$17,856.00		
	Vehicle Expenses		Monthly Vehicle Operating Expenses	32	\$	108.85	\$3,483.20	\$0.00	\$3,483,20		\$0,00	\$3,483.20		
	Vehicle Expenses	4	Insurance and Licensing Allowance	32	\$	137,62	\$4,403.84	\$0.00	\$4,403.84		\$0,00	\$4,403.84		
			Fire Extinguisher, Vehicle	2	S	29.95	\$59,90	\$3.89	\$63.79		\$0,00	\$63.79		
	Vehicle Expenses			2	S	65.00	\$130.00	\$8.45	\$138.45		\$0,00	\$138_45		
72	Vehicle Expenses	4	First Aid Kits, Vehicle		-	50,00	\$100.00				1		\$25,945.28	
76	Vehicle Expenses	4	TOTAL		0	000.00	\$1 600 00	\$104.00	\$1,704.00	20.00%	\$340.80	\$1,363.20		
157	Computer Equipment	7	Dell Laptop w/MS Office Acrobat & Vipre	2	2	800.00	51,000,00	5104,00	31.704.00	20.00 %	3340.00	01,000.20	\$1,363.20	
175	Computer Equipment	7	TOTAL		1		1						31,000.20	

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A <sup>a</sup> Group, Inc.	

# CEI SERVICES FOR S. R. 428 (Webine Parkmay) CONTINUET NO. 50160T CFX Project No. 423-004 Section 78 S R. 429 (Webine Parkway) from North of Kelly Park Roed to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange) S R. 429 (Webine Parkway) from North of Kelly Park Roed to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange)

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Date : 0917/2013		
Excelation Wage Factors Overtime Factor (2 applicable)	1.00%	(Sile(Sing Jan 2017)

Personnel	Classifications	Dec 2015 Man Hours	2018 Hearty Hains	2015 O.T. Man Hours	2015 O.T. Hourty Rates	2015 Regular Hourly Salaty Cost	2015 O T Straight Time Cost	Estimated Salary Cost for 2015	2016 Man Hours	2016 Hourly Rates	OT. Mail	2016 O.T. Hourly Rates	2016 Inguiser Presently Sociary Collect	2016 O Ti Waight Tana Gast	Estimated any Cest for 2016	Dec 2017 Man Hours	2017 Hourly Rates	2017 O.T. Man Hours	2017 O T. Hourly Rates	2017 Regula Cost	2017 O.T. Straight Time Cost	Estimated Salary Cost for 2017	2019 Mail Hours	3018 Hounty Rates	2016 O.T. Man Hours	2018 G.T. Housing Raises	2018 Regular Houri Salary Cost	Straight Time	Estimated Raisery Cent To 2018	Estimated Se Cost Project V
CITALIO VOLETED	EROSE NOR CTOR		1 24.85		1 24.85				1 980 00			5 24.85 S		3 675 08	40 770 84	1 680 00	134		1 25.62	1 47 440 80	1		165 00	1 25.60	13.00			1	1 ····	8 102.3
10	ROADWAY INSPECTOR	165.00	\$ 23.26	100	\$ 23.36	1 702/20	\$ 302.38	1 4 140 28	1 960 00	1 2320	158 00 1	1 43 1	46 054 80 3	36/308 1	424/28/88	1 680 00	2.024	Carlor 1	₩ 20 00	· 47 mm ( 80	* A/SEA	1 1.22.4	165.00		Laver	. 24.04	1	C. 4. 199.11	a carnet	1
		-			-		-			-	-			-	-			-	-	-			2	-	-		-			1
		-	-	-	-		-	-															2		-					5
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																				_	-	_				-				-
		1														1000	-		-					_						- 100.0
US TOTAL HOURS	1	145.00		13.00	1	3 3.437.90	1 502.34	1 4,46,29			738.00	s	46,054 80 3	3.675.29 3				154.00	1	1 47,442.80	\$ 3,765.00	6 11,231.48			13.80		1 53534		\$ \$ 27436	<ul> <li>109,3</li> </ul>
SUR TOTAL HOURS	1	165 00				5 3.637.90	1 802.34	7 7 C.	1 980 00			2	46,054 80 5	1476.20		1,580 00	-	-		1 47,442,80	5 3,763.06		185.00				1 53534	Regular Hours	4,290.00	<b>1</b> 109,3
						3 3.437.90	1 82236	7 7 C.			158.00	2	46,054 80 3	367529 3			-			1 47,442,80	3 3.761.66		165 00		13.00		3 53634	Regular Hours		
		165 00		12.00			1 32234	7 7 C.		2		2	46,054 B0 3	34/529 3			-	-		1 47,44240	3 3761.00	1	185 00 Regular Straight Ove	rtime			1 53634	Regular Hours	4,290.00	\$ 101,28 \$ 8,08
		165 CO	ZUTŽ	12.00	2016	Namo Dec 2017	0993	2016		Total Hours		2	46,054 B0 3	367529 3			-	-		1 47.445.90	3 3,765.86	1	185 00 Regular	rtime			1 230.4	Regular Hours	4,290.00	1 101,28
		165 CO	ZUTŽ	12.00	un HZ res. A	Narou						2	46,054 B0 3	1 42,996			-	-		1 47.445 85	3 3.763.8e	1	185 00 Regular Straight Ove	rtime			\$ 5834	Regular Hours	4,290.00	\$ 101,28 \$ 8,08
TOTAL HOURR		165 CO Aspectore Dec 2015 Man Heurn	2015 O.T. Man Hours	12.00 2016 Hourly Rates	2016 D.T. Man Hours	Dec 2017 Man Hours	atiti O.T. Man Hours	2018 Man Hours	1 980 20	Total Hours		2	46,054 B0 5	14792			-	-		1 47,445,85	3 3.761.86		185 00 Regular Straight Ove	ertime Costs		1.1415		Regular Hours	4,290.00	\$ 101,28 \$ 8,08
OTAL HOURE Vende Expenses & Colline REDAL INSPECTOR		165 CO	2015 O.T. Man Hours	1200 2019 Hourly Rates	2016 D.T. Man Hours	Verou Dec 2017 Man Hours	atiti O.T. Man Hours	2018 Man Hours	1 980 20			s	46,054 B0 S	5 4529 E			-	-		1 47,445,85	3 3.761.86		185 00 Regular Straight Ove Yotal Salary Franges and	ertime Costs	13.00	-		Regular Hours	4,290.00	\$ 101,28 \$ 8,08 \$ 109,37
OTAL HOURE Vende Expenses & Colline REDAL INSPECTOR		165 CO Aspectore Dec 2015 Man Heurn	2015 O.T. Man Hours	12.00 2016 Hourly Rates	2016 D.T. Man Hours	Dec 2017 Man Hours	atita O.T. Man Hours	2018 Man Hours	1 980 20	Total Hours		s	46,054 B0 3	£ 423782				-		1 47,440,66	3 2.761.6E		185.00 Regular Straight Ove Yotal Salary Fringes and Total Direct Operating M	rtime Costs Overhead Salary and Ra argin	IS 20.	-		Regular Hours	4,290.00	\$ 101,28 \$ 8,06 \$ 109,37 \$ 124,84 \$ 234,21 \$ 28,56
OTAL HOURE		165 CO Dere 2013 Man Houri	2013 O,T, Man Hours	12.00 2016 Hourly Rates	2016 D.T. Man Hours	Cee 2017 Man Houm 1, MCan	atita O.T. Man Hours	2018 Man Hours	1 980 20	Total Hours 4,291,30		s	46,054 80 S	E 423981			=	-		1.474696	\$ 3765.0F		185 00 Regular Straight Ove Total Salary Franges and Total Direct Operating M	rtime Costs Overhead Satary and Pa argin (Vehicles Exp	alisted Cos	tu		Regular Hours	4,290.00	1 101,22 5 8,06 3 109,37 5 124,44 5 234,21 5 234,21 5 234,21 5 23,10
otal Holaß Vence Egennis & Celler Roda IndPactor		165 CO Dere 2013 Man Houri	2013 O,T, Man Hours	12.00 2016 Hourly Rates	2016 D.T. Man Hours	Cee 2017 Man Houm 1, MCan	atita O.T. Man Hours	2018 Man Hours	1 980 20	Total Hours		2	46,054 80 3	5 40 M K			=	-		1 0406	3 3761.0e		165 00 Regular Straight Ove Total Salary Franges and Total Direct Operating M Expension Expension Premium Ov	overhead Dverhead Satary and Ra argin IVenicles Exp IPer Schedub	Illing	tu		Regular Hours	4,290.00	\$ 101,28 \$ 8,06 \$ 109,37 \$ 109,37 \$ 234,21 \$ 234
otal Holaß Vence Egennis & Celline Roda IndPactor		165 CO Dere 2013 Man Houri	2013 O,T, Man Hours	12.00 2016 Hourly Rates	2016 D.T. Man Hours	Cee 2017 Man Houm 1, MCan	atita O.T. Man Hours	2018 Man Hours	1 980 20	Total Hours		2	46,054 80 3	1 62942			=	-		1 0406	3 3761.0e		165 00 Regular Straight Ove Total Salary Franges and Total Direct Operating M Expension Expension Premium Ov	overhead Salary and Re Salary and Re Ivenicies Exp Per Schedul ertime fime Consulta	Elated Cot penses) (a)	tu		Regular Hours	4,290.00	\$ 101,25 \$ 8,06 \$ 109,37 \$ 124,#4 \$ 234,21 \$ 28,36 \$ 19,31 \$ 5
OTAL HOUR®		165 CO Dere 2013 Man Houri	2013 O,T, Man Hours	12.00 2016 Hourly Rates	2016 D.T. Man Hours	Ces 2017 Man Hours	atita O.T. Man Hours	2018 Man Hours	1 980 20	Total Hours		2	46,054 80 3	1 62942				-		1.04090	3 3761.0e		165 00 Regular Straight Ove Total Salary Franges and Total Direct Operating M Expension Expension Premium Ov	overhead Dverhead Satary and Ra argin IVenicles Exp IPer Schedub	Elated Cot penses) (a)	tu		Regular Hours	4,290.00	\$ 101,28 \$ 8,06 \$ 109,37 \$ 109,37 \$ 234,21 \$ 234

Total Estimate

## RK K

DIRE	CT EXPENSES SCHEDU	LE		Months 26				6,50%						
ITEM #	Туре	Expense Item #	Description	Quantity	υ	nit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp	3	Cellular phones	26	S	72,21	\$1,877.46	\$0.00	\$1,877.46	1	\$0.00	\$1,877.46		
58	Communication Exp	3	TOTAL		1			10 million (1997)				1	\$1,877.46	
61	Vehicle Expenses	4	P/U (4WD) - RI	26	\$	558.00	\$14,508.00	\$0.00	\$14,508.00		\$0.00	\$14,508.00		
63	Vehicle Expenses	4	Monthly Vehicle Operating Expenses	26	S	108,85	\$2,830,10	\$0.00	\$2,830,10		\$0.00	\$2,830.10		
67	Vehicle Expenses	4	Insurance and Licensing Allowance	0	\$	137.62	\$0.00	\$0.00	\$0.00		\$0.00	\$0 00		
71	Vehicle Expenses	4	Fire Extinguisher, Vehicle	1	S	29.95	\$29.95	\$1.95	\$31,90		\$0.00	\$31.90		
72	Vehicle Expenses	4	First Aid Kits, Vehicle	1	S	65.00	\$65,00	\$4 23	\$69.23		\$0.00	\$69.23		
76	Vehicle Expenses	4	TOTAL		1			-					\$17,439.23	
157	Computer Equipment	7	Dell Laptop w/MS Office, Acrobat & Vipre	1	ŝ	800.00	\$800.00	\$52.00	\$852.00	20.00%	\$170,40	\$681_60		
	Computer Equipment	7	TOTAL					h					\$681.60	

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A <sup>2</sup> Group, I	nc

# CEI SERVICES FOR S.R. 429 (Welviva Parkway) COMPARACT NO. 04100T CRY. Project No. 43-2003 Section 28 S.R. 423 (Welviva Parkway) from North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange)

### DRMP, INC.

DRMP

Des ; (11/17/2013) Escalation Wage Factor Overtime Factor (If appl cable)	2%, 6.875	(Starting.	lan 2017).											TKMP, INC	<u>.</u>																
Personnel	Classifications	Dec 2015 Main Hour		2015 D.T. Mar Hours	2015 O.T. Hourty Rates	2015 Regular Hourly Salary Cost	2015 O.T. Straight Time Cost	Estimated Salary Cost for 2015	2016 Man Hours	2016 Houriy Rate	s 2016 O.T. Man Hours	2016 O.T. Hourly Rates	2016 Satary Cost	2016 O.T. Straight Time Cost	Estimated Salary Cost for 2016	Dec 2017 Man Hours	2017 Houriy Rates	2017 O.T. Man Hours	2017 O.T. Howity Rates	2017 Regular Hourly Salary Cost	2017 D.T. Straight Time Cost	Estimated Salary Cent Inc 2017	2018 Man Hours	2018 Hourty Rates	2018 0.7. Man Hours	3011 O.T. Hourty Ratins	2018 Regular Hourty Salary Cost	2011 O.T.	Estimated Salary Cost for 2018	Estimater Cost Proje	d Salary ect Wide
TED MANNY WORAN	BRIDGE INSPECTOR		1 24 85 E 23 4	s -	1 24 85 1 25 40 1 •	4	1 1	1	990 00 1 780 00		a HAQ	0 1 2.40	S 24.001.50	\$ 1 697 20	1 50 029 20	990.00	\$ 25.60 \$ 24.10 II	79.00		1 21.859.00		\$ 25.762.90		\$ 25 60 \$ 34 10 \$		1 26 37 5 24 82 1 ·	8	1 -	3 1 3 1 5 1		21,544,47
				-			-	-								1	-						-							1	
												_																		;	
B.B.TOTAL HOURS		=		=	z	* •	1		2,970,00		237.0		70,933 50	5 660 35	<b>76 593 85</b>	\$66.60 990.00	-	79 00		\$ 23,459,02	\$ 1,903,30	1 21,712,10					•	Regular mov	1		4,792.5
Values Expenses & Collectar		Dec 2015	2015 O.T. Ma	2016	2016 O.T. Man	Dec 2017	2017 O.T. Nan	2015 Man Hours	r	Table Hour	ā												Regular Straight Or Total Salar								1,564.25
		13	Meyra	990 0 1 140 0	l Hours	990.00	Hears	1 t	1	990.0 2.970.0	0													d Overhead	Relided Co	1,11835				\$ 114 \$ 215	
	-								1														Operating Expenses Expenses	Margin (Vehicles Es (Per Schedu	ipenses)	0.12				5 26 121 51	6,019,29 1,247.66 1,363.20
	-		_	-	-			-		1 3													Premium G Buth-Total	Overtime Prime Consult	Lant	-		-		5 30	3,782.13

Cost Divided by Hours 1 5.36 Vehicle Expenses & Cellular 57(342.56

890.00

2 870 00

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Total Estimate \$ 269,734.50

DIRE	CT EXPENSES SCHEDU	ILE		Months		DF	RMP							
-				24	-			6 50%	1					
ITEM #	Туре	Expense Item #	Description	Quantity	Un	nit Price	Price	Тах	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp	3	Cellular phones	24	s	72.21	\$1,733.04	\$0.00	\$1,733.04		\$0.00	\$1,733.04		
58	Communication Exp	3	TOTAL							1			\$1,733.04	
61	Vehicle Expenses	4	P/U (4WD) - BI & RI	24	\$	558.00	\$13,392.00	\$0.00	\$13,392.00	1	\$0.00	\$13,392.00		
63	Vehicle Expenses	4	Monthly Vehicle Operating Expenses	24	S	108.85	\$2,612,40	\$0.00	\$2,612.40		\$0.00	\$2,612,40		
67	Vehicle Expenses	4	Insurance and Licensing Allowance	24	\$	137.62	\$3,302.88	\$0.00	\$3,302,88	1	\$0,00	\$3,302.88		
71	Vehicle Expenses	4	Fire Extinguisher, Vehicle	2	S	29.95	\$59.90	\$3.89	\$63.79		\$0.00	\$63,79		
71	Vehicle Expenses	4	First Aid Kits, Vehicle	2	\$	65.00	\$130.00	\$8.45	\$138.45		\$0.00	\$138.45		
76	Vehicle Expenses	4	TOTAL		-	-						-	\$19,509.52	
157	Computer Equipment	7	Dell Laptop w/MS Office, Acrobat & Vipre	2	S	800.00	\$1,600.00	\$104.00	\$1,704,00	20.00%	\$340.80	\$1,363.20		
176	Computer Equipment	7	TOTAL										\$1,363.20	

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A	
A <sup>2</sup> Group, Inc.	

CEI SERVICES FOR S. R. 429 (Wekiva Parkway)
CONTRACT NO. 2010ET
CFX Project No 429-204 Section 28
S.R. 429 (Wekiva Parkway) from North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange).

### GCI, INC.

<u>GCI</u>

Date : 69/17/2915

#### iscalation Wage Factor 2% (Starting Jan 2017) Vertime Factor (Mappilcable)

Personnel	Classifications	Dec 2015 Man Hours	2015 Hourly Rates			2015 egular rly Letary Cost	IS O.T. gAt Time S Cent	Estimated Salary Cost for 2015	2016 Man Hours	2016 Hourtly Raters	2016 O.T. Man Hours	O.T. Hourty	2016 Regener Hermity Salary Cost	2016 O.T. Straight films Cost	Estimated talary Cent lov 2016	Dec 2017 Man Hours	2017 Hourly Rates	2017 D.T. Man Hours	2017 O.T. Hourty Raturs	2017 Regular Hanny Salar Cent	2017 O.T. Straight Time Cost	Salary Cost fo	2018 Man Hours	2018 Hourity Rates	2018 O.T. Man Hours	2018 O.T. Hourity Rates	2018 Regular Hourd Seleny Cost	2018 O.T. Straight Tim Cost	Estimated Salary Cost for 2018	Estimated Sala Cost Project We
CIMAD DOBEYN	TELOR ROADWAY INSPECTOR	185.00	1 32,00			2,200,00 5			1,940,02	1 32,00	158.00	32.30	1 63.360.00	1 5.0%4.00	5 AR #18.00		17.8	72.00		5 29,878 60	1 2302.5	5 23 201 83		1 129		5 23.95		3 -	3	1 396,301 1
																														1
	·																													1
TOTAL HOURS		180.00	).	13 00	1	1.200.00 8	A10.00 B	1 1.404.00	1,990.00		158.00		E 40,000.00	\$ 1,054.0c	68 416 00	605-05	0	17.60	Ú.	1 29,628,61	1 2.573 5	5 32,301 83					1	1.1	1. 5	1 0430
N, HOURS		165 00	Ξ.						1 980 00		158.00					905.00		72.00	-					-		S			s <u>3,050,00</u> rs <u>243,00</u>	
				13 00							150.00	-						1200	-				Regular	_	-		-	1		\$ 98,4
		-																					Straight Over			( ) ( )				\$ 7,84 \$ 106,31
and the second second	1.	Dec 2915	2 2015	2016	2016 D	rc 2017	2017	2015		Total Hours													· ·						1	a 100,010
Tenete Esperar & Colline		Des 2915 Man Houts	C,T, Mart Houses	2016 Hourly Rates	2016 D	n Hours O.	T. Man	Man Nours																	_	0.9571			-	-
		Dec 2915	JUSS G.T. Mart Houses	2016 Hourly Rates I MIC 00	2016 D.T. Man Newra	ec 2017 in Houris 0. 601.00	T. Man	ZUTB Man Nours		Total Hours													Fringes and	Overthead	abated Print	0.9571			-	1 101,753
		Des 2915 Man Houts	O,T. Mart Herupt	2016 Hourly Rates I MIC 00	2016 De 0.T. Man Ma	1021017 In Hours 0, 601.00	T. Man	Man Nours		3,000.000													Fringes and ( Total Direct S	Overhead Salary and Pe	elated Cost					\$ 101,75 \$ 208,064
		Des 2915 Man Houts	JUSS G.T. Mart Houses	2016 Hourly Rates I MIC 00	2016 De O.T. Man Hepure	ec 2017 in Hours 0; 601.00	T. Man	Man Nours		3,000.000													Fringes and I Total Direct S Operating Ma Expenses	Overhead Salary and Re ingin (Vehicles E	(xpenses)					\$ 101,753 \$ 208,064 \$ 24,560 \$12,404
		Des 2915 Man Houts	JE15 G,T, Mart Hanurs	2016 Hourly Rates I MIC 00	2016 De O.T. Man Hepure	ec 2017 in Hours 0, 601,00	T. Man Iourn	Jilan Hours		3,000.00													Fringes and ( Total Direct S Operating Ma Expenses Expenses	Overthead Salary and Re ingin (Vehicles E (Per Sched)	(xpenses)					\$ 101,753 \$ 208,064 \$ 24,968 \$13,400 \$554
		Des 2915 Man Houts	JE15 G,T, Mart Hanurs	2016 Hourly Rates I MIC 00	2016 De O.T. Man Hepure	ec 2017 in Hours 0, 601,00	T. Man Iourn	Jilan Hours	+ + + + + + + + + + + + + + + + + + + +	3,000.00													Fringes and I Total Direct S Operating Ma Expenses	Overthead Satary and Pe ingin (Vehicles E (Per Sched) etime	(xpenses) (de)					\$ 101,75 \$ 208,96 \$ 24,96 \$12,40 \$68 \$68 \$ 3,92
		Des 2915 Man Houts	A C.T. Mart	2016 Hourty Rates 1 192 00	2016 De O.T. Man Hepure	ec 2017 in Hours 0, 601,00	T. Man Iourn	Jilan Hours															Fringes and ( Total Direct S Operating Ma Expenses Expenses Premium Ove	Overthead Satary and Pe ingin (Vehicles E (Per Sched) etime	(xpenses) (de)					\$ 101,75 \$ 208,96 \$ 24,96 \$12,40 \$68 \$68 \$
		Des 2915 Man Houts	JE15 G,T, Mart Hanurs	2016 Hourty Rates 1 192 00	2016 De O.T. Man Hepure	ec 2017 in Hours 0, 601,00	T. Man Iourn	Jilan Hours		3,000 00 2													Fringes and ( Total Direct S Operating Ma Expenses Expenses Premium Ove	Overthead Satary and Pe ingin (Vehicles E (Per Sched) etime	(xpenses) (de)					\$ 101,75 \$ 208,96 \$ 24,96 \$12,40 \$68 \$68 \$ 3,92
Vehick Kapenes Koslinier aget Rokoway Astroctor		Des 2915 Man Houts	2015 G.T. Mart Hours	2016 Hourty Rates Hand to	2016 D.T. Man	ec 2017 in Hours 0, 601,00	T. Man Iourn	Jilan Hours	+ + + + + + + + + + + + + + + + + + +	3,000 M													Fringes and ( Total Direct S Operating Ma Expenses Expenses Premium Ove	Overthead Satary and Pe ingin (Vehicles E (Per Sched) etime	(xpenses) (de)					\$ 101,75 \$ 208,969 \$ 24,969 \$13,409 \$69 \$ 3,92
		Des 2915 Man Hourt 1995/00 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Out in the second secon	2016 Hourty Rates 1 HBD 00	2016 D.T. Man Mawe	ec 2017 n Hours 805,00 	T. Man	Man Hours	4 	3,000 00 2													Fringes and ( Total Direct S Operating Ma Expenses Expenses Premium Ove	Overthead Satary and Pe ingin (Vehicles E (Per Sched) etime	(xpenses) (de)					\$ 101,75 \$ 208,069 \$ 24,960 \$13,40
		Des 2915 Man Hourt 1995/00 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	OT Mari	2016 Hours C	2016 Man	ec 2017 in Hours 0.0.4 605.00 	T. Man	Man Hours		3,000 00 2													Fringes and ( Total Direct S Operating Ma Expenses Expenses Premium Ove	Overthead Satary and Pe ingin (Vehicles E (Per Sched) etime	(xpenses) (de)					\$ 101,75 \$ 208,96 \$ 24,96 \$12,40 \$68 \$68 \$
		Des 2915 Man Hourt 1995/00 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	OT Mari	Z016 Hourly C Rates + MB 20 	2016 Man	ec 2017 in Hours 0.0.4 605.00 	T. Man	Man Hours		3,000 00 2													Fringes and ( Total Direct S Operating Ma Expenses Expenses Premium Ove	Overthead Satary and Pe ingin (Vehicles E (Per Sched) etime	(xpenses) (de)					\$ 101,75 \$ 208,06 \$ 24,96 \$12,40 \$60 \$60 \$

### C-13

DIREC	T EXPENSES SCHEDU	LE		Months 18		Ģ	50	8.50%						
ITEM #	Туре	Expense Item #	Description	Quantity	Uni	it Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp	3	Cellular phones	18	S	72.21	\$1,299.78	\$0.00	\$1,299,78		\$0.00	\$1,299.78		
58	Communication Exp	3	TOTAL		-								\$1,299.78	
61	Vehicle Expenses	4	P/U (4WD) - SRI	18	S	558.00	\$10,044.00	\$0.00	\$10,044,00		\$0.00	\$10,044.00		
63	Vehicle Expenses	4	Monthly Vehicle Operating Expenses	18	\$	108 85	\$1,959,30	\$0.00	\$1,959.30		\$0.00	\$1,959.30		
67	Vehicle Expenses	4	Insurance and Licensing Allowance	0	\$		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		
71	Vehicle Expenses	4	Fire Extinguisher, Vehicle	1	\$	29.95	\$29,95	\$1.95	\$31.90		\$0.00	\$31.90		
72	Vehicle Expenses	4	First Aid Kits, Vehicle	1	\$	65 00	\$65.00	\$4.23	\$69.23		\$0.00	\$69.23		
76	Vehicle Expenses	4	TOTAL				-						\$12,104.43	
	Computer Equipment	7	Dell Laptop w/MS Office_Acrobat & Vipre	1	\$	800.00	\$800.00	\$52.00	\$852.00	20.00%	\$170.40	\$681,60		
176	Computer Equipment	7	TOTAL										\$681.60	

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MEHTA

Å	CEI SERVICES FOR S. R. 429 (Welva Parkway) Courtrater No. Boharr CFX Project No. 429-204 Section 28
A <sup>2</sup> Group, Inc.	S.R. 429 (Weklva Parkway) from North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange)

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Date : 09/170

#### MEHTA AND ASSOCIATES, INC.

Escalation Wage Factor Overtime Factor (If applicable)	3% 8.00%	(Starting.Jan 2017).

Personnef	Classifications	Duc 2015 Man Hours	2015 Hourty Rates	2015 O.T. Man Hourn	2015 O.T. Hourty Rates	2015 Regular Hourly Salary Cost	2015 O.T. Straight Time Costs	Estimated Salary Cost for 2015	2016 Man Meure	2016 Hourty Rates	2016 O.T. Man Hours	2016 O.T. Hourty Rates	2016 Regular Hourt, Salary Cost	2016 O.T. StraigM Tim Costs	Estimated Salary Cest for 2016	Dec 2017 Man Hours	2017 Rate	2017 O.T. Man Hours	2017 O.T. Mourt Rates	Heatty Co	ushes 1	2017 O.T. Mraight Inne Costa		2018 Man Houry	2018 Hourty Ra	des des	dare O.T_H	ourly R	2000 Regular Hourly Salary Cost	2011 O.T. Straight Tim Costs	Estimated Salary Cost for 2018	Estima Cost Pr	nlard Satlany Rojenst Winte
HDIC VIL PATRICK	IPIDGE INSPECTOR		\$ 25.00		\$ 25.00	4 .	1 .		990.00			1 25 00			\$ 25,730.00		\$ 267		1 257		. 1					575		26.52	-		1	1	26,730.00
RRYMONESTIME	ROADWAY INSPECTOR	1	\$ 23.00	- k	# Z3 00	1	1 .	3 i 5 .	1 980 00	23 00	158.4	0 1 23 00	1 45 540.00 1	\$ 3,643 20	5 49 183 20		\$ 23 6		1 23.6	1		1			1 2	3 69	: :	34.40 S		5 · ·	1	1	411120
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THE HOURS		_	÷.,						2,970.00		Z37 6	0					-		2					-	-	-	=		,	Regular Hours O T Hour	s <u>2,970.00</u> rs <u>237.60</u>		
		_	_																					Regular Straight Overt Total Salary C		-	-			-	1	5	70,290.00 5,623.20 76,913.20
Volucie Expresses & Cellus		Dec 2015		ZUTE Hourly Rates	2016 O.T. Mar Hours	Dec 3917 Man Hours	2017 O.T. Man Hours	2018 Man Hours		Total Hours	ĺ –													1					-				
ROADWAY NISPECTOR				100.00		-		К.	L	810.00 1.900.00														Fringes and C	werhead	-	1 .	1,2000	_	-	-		91,095.84
ROADWAY NUPECTOR	-			1 560 00			1																	Total Direct S	alery and R	elated Ca	rte i					5 1	167,009.04
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Cost Divided by Mours 3 5.38 Vehicle Expenses & Cellular 515.922.48

1 : 570.00

2,970.00

Total Estimate \$ 207,207.40

DIREC	T EXPENSES SCHEDU	LE		Months		ME	HTA							
ITEM #	Туре	Expense Item #	Description	18 Quantity	U	nit Price	Price	6.50% Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp	3	Cellular phones	18	S	72.21	\$1,299,78	\$0.00	\$1,299,78	T	\$0.00	\$1,299.78	Carrier and Carrier	
58	Communication Exp	3	TOTAL							_			\$1,299.78	
61	Vehicle Expenses	4	P/U (4WD) - BI & RI	18	S	558.00	\$10,044.00	\$0.00	\$10,044,00		\$0.00	\$10,044.00		
63	Vehicle Expenses	4	Monthly Vehicle Operating Expenses	18	\$	108.85	\$1,959,30	\$0.00	\$1,959,30		\$0,00	\$1,959.30		
67	Vehicle Expenses	4	Insurance and Licensing Allowance	18	S	137.62	\$2,477.16	\$0.00	\$2,477.16		\$0.00	\$2,477.16		
71	Vehicle Expenses	4	Fire Extinguisher, Vehicle	2	\$	29.95	\$59.90	\$3.89	\$63,79		\$0.00	\$63 79		
72	Vehicle Expenses	4	First Aid Kits, Vehicle	2	\$	65.00	\$130.00	\$8.45	\$138.45		\$0.00	\$138.45		
76	Vehicle Expenses	4	TOTAL		-								\$14,682.70	
157	Computer Equipment	7	Dell Laptop w/MS Office_Acrobat & Vipre	2	\$	800.00	\$1,600.00	\$104.00	\$1,704.00	20.00%	\$340,80	\$1,363.20		
		7	TOTAL										\$1,363.20	

### Page One Consultants, Inc.

Å	C(E) SERVICES FOR S, R, 425 (Weaking Partway) CONTRACT NO. SO TOP CYR Princit N. 423-904 Section 28
A <sup>2</sup> Group, Inc.	S.R. 429 (Wekiva Parkway) from North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange)

ng Jan 20171

### PAGE ONE CONSULTANTS, INC.

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#### in the second

2% 8.00%

Personnel	Classifications	Dec 2015 Man Hours	Hourty C	2015 D.T. Man Hours	2015 O.T. Ru Hourly Rates	agular Hoorty Salary Cost	2015 D.T. Straight Time Costs	Estimated Salary Cost for 2015	2016 Man Nours	2016 Hourrly Rates	2016 O.T. Man Hours	2016 O.T. Hourly Rates	2016 Salary Cost	2016 O.T. Shalighe Time Costs	Estimated Salary Cest ha 2015	Dec 2017 Man Hours		2017 O.T. Man Hours	2017 O.T. Hearty Rates	2017 Regular Hourty Sala Cost	2017 O.T. Straigh Time Costs	Estimated Salary Cost for 2017	2018 Man Hours	2018 Hourly Ra	2018 O.T. Man Hours	2015 O.T. Hourty Rates	2918 Regular Hourty Salary Cost	2018 Q.T. Straight Time Costs	Estimated Salary Cent for 2018	Estimated Sala Cost Project Wi
RYL BRDSON	ASPINET AUSPECTOR		\$ 25.00		25 00	6.		5	1			\$ 25.00 5	5	5	s	720 00	\$ 25 75	57.60	25 75	18.540 0	0 1 463 20	\$ 20 023 20	1	1 2	575	1 26 53		1 1		16 20,023
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OTAL HOURS		-	_	1	1	× 1		8	à		-		1 I-1	2	8 ×	130.00	-	\$2.60	-	\$ 18 540 0	0 \$ 1 483 20	\$ 20 023 20			1.15		4	1	<ol> <li>T.</li> </ol>	1 20.00
																							Regular Straight Overti Total Salary C					_		1 1,4
NGTANTX - Meterials feet	ne Promosal.						Total Plan				1												Straight Overti	pets		1.2000	r.			1 1,48 5 20.02
		Billing Unit		Barchs o	of Estimate		Total Plan Quantity Ectimoted	Estimated #	Cost per Unif	Totel	1												Straight Overti Total Salary C	pets		1.2000	r.			1 1,48 5 20.02
	ra Pransal Itam Description Voofest Bandard Proder	Billing Unit Each	CC ARTICLE	CC sample cer 10.000	per 2000 LF	of limensos, 1	Quantity			Testi \$10.000.00	]												Straight Overti Total Salary C	arts Nerhaad	elated Costs					5 1,480 5 20,623 5 24,623
Gir TANT) - Meterinis Setti Subconsultant Rem	Item Description	Each	CC ANTIDA	CC simon	per 2000 L <sup>a</sup>	Contraction of the second seco	Quantity Estimated	of Unite	per Unit														Straight Overt Total Salary C Friisges and O	arts Nerhaad	elated Costs		1 1			1,483 20.023 1 24,027
Subconsultant Rem	Item Description Voofeo/Bandard Process	Each Each	CC ANTIDA	OC sample per 10.000 pr Modelent Test (Settle T per littan	per 2000 L <sup>a</sup>	next chin rev	Quantity Estimated 80	of Units	per Unif \$100 00	\$10,000.00													Straight Overt Total Salary C Friisges and O	insts Iverhead alary and R	elated Costs					5 1,483 5 20,023 5 34,027 5 44,051
Subconsultant Rem	item Description VoofeorBandard Protor AAB+TO T27 Seet: Analys	Each Each	CC Anton Estimate 1 ; 1 per LDP Estimate	Construction of 10,000 of Modified Tipor litton Chart Estimate 1	per 2000 L <sup>4</sup> Process 201 In 110 4.2.4 Manuel Process Manuel Process Process Manuel Process Manu	rent, plan rov L) Mill Walls, FDOT Secol (RD4L) (Sol	Quantity Estimated 80 36	of Units 100 45	5100 00 \$50 00	\$10,000 00 \$2,250 00													Straight Overt Total Salary G Fringes and O Total Direct Sa	insts Iverhead alary and R	elated Castla					5 1,483 5 20,023 5 34,021 5 44,051
	Ham Description Modification-dard Proper ABB+RD T27 Since Analys ABS+RD T28 (norules +20 Mosture Content Fines Content	Each Each Each Each Each	CC second Estimate 1 ; 1 per LDP Estimate Estimate 1 per LDP	OC sample an 10 000 Moshind Tell Jette Tipe Itan Char Estimate 1 rei Moofreo Teo, (Serto	per 2000 4 2	rs	Cuantity Estimated 80 36 50	of Units 100 45 63	per Unit \$100.00 \$50.00 \$47.00	\$10,000 00 \$2 250 00 \$2 961 00													Straight Overt Total Salary G Fringes and O Total Direct Sa	osts Nerhand alary and R rgin	elated Costs					5 1,483 5 20,023 5 24,027 5 44,051 5 44,051
Subconsultant Rem	Rem Description Voofeet/Bandard Proofe AREHTO T27 Sieve Analys AREHTO T88 (noudes 420 Mosture Content	Each Each Each Each Each	CC sample Estimate 1 ; 1 per LDS Estimate Estimate 1 ; 1 per LDS Estimate 1 ;	Contractor Contractor Estimate 1 Teo /Sorte	per 2000 L Procession Procesion Procession Procession Procession Procession Procession P	HIL Char HT L) Mile Walls F2027 Scotto (MAL) (Sol TS L) MSE Walls EDOT Scotto L) MSE Walls	Cuantity Estimated BD 36 50 0	af Units 100 45 63 0	per Unit \$100 00 \$50 00 \$47 00 \$12 00	\$10,000 00 \$2 250 00 \$2 961 00 \$0 00													Straight Over: Total Salary C Fringes and O Total Direct Sa Operating Mar	orts Everband alary and R rgin		0.13				5 3,483 5 20,023 5 34,027 5 44,051 5 8,286 5 741
Subconsultant Rem	Item Description Woofeer/Banded Proper AAS-FIO T27 See Anarys AAS-FIO T38 (nooses <20 Mosture Content Fines Content Digshie Content Alterberg Limits	Each Each Each Each Each Each Each	CoC Astronomer 1 ( 1 ger LIDO Estimate 1 ( 1 ger LIDO Estimate 1 ( 1 ger LIDO Estimate 1 ( 1 ger LIDO Estimate 1 (	OC samoe per 10 000 er Modifiert Tipel ikan Char Estimate 1 er Modified Teo, (Sertio er Modified Lett (Sertio er Modified	Product (052 1160-324 1160-324	rs	Quantity Estimated 80 36 50 0 36	af Units 100 45 63 0 45	per Unit           \$100 00           \$50 00           \$47 00           \$12 00           \$30 00	\$10,000 00 \$2 250 00 \$2 961 00 \$0 00 \$1,350 00													Straight Overti Total Salary G Fringes and O Total Direct Sa Operating Mar Premium Over	orts Everband alary and R rgin		0.13				5 1,483 5 20,023 5 34,027 5 44,051 5 8,286 5 741
Subconsultant Rem	Item Description WoofwortBanded Proper ARE/FO T27 Seez Anarys ARE/FO T27 Seez Anarys Mosture Contert Organie Contert Organie Contert Atterberg Limis Corrosion Series	Each Each Each Each Each Each Each Each	DC Astronomer 1 1 per LIP Estimate 1	OC samole ren 10 000 er Modrier T por liter Citat Estimate 1 ren Modrieo Teor / Sector Teor / Sector Teor / Sector Teor / Sector Teor / Sector Teor / Sector	Protection (1992) per 3 proctor Protection (1992) per 3 proctor Protection (1992) pr 160-4 2 -4 Protection (1992) pr 160-4 2 -4 Pr 160-4 Pr 160-4	The contract of the contract o	Quantity Ectimated 80 36 50 0 36 36	of Units 100 45 63 0 45 45	per Unit \$100 00 \$50 00 \$47 00 \$12 00 \$30 00 \$40 00	\$10,000 DD \$2 250 00 \$2 961 00 \$0 00 \$1,350 00 \$1,350 00													Straight Overti Total Salary G Fringes and O Total Direct Sa Operating Mar Premium Over	orts Everband alary and R rgin		0.13				5 1,483 5 20,023 5 34,027 5 44,051 5 8,296 5 741
Subconsultant Rem	tem Description Wootentillendurd Product ALB-Frito T27 Serve Anaph ALB-Frito T27 Serve Anaph ALB-Frito T27 Serve Anaph Mondure Contern Fries Contern Organie Contern Organie Contern Alberturg Limits Compton Series Limerock Bearing Tablo	Each Each Each Each Each Each Each Each	DC Astronomer 1 1 per LIP Estimate 1	OC sample ren 10.000 The USerrise Tiper Stan Citar Estimate 1 Fer Mooffeed Tack (Sector Fer Mooffeed Tack (Sector Fer Mooffeed Tack (Sector Fer Mooffeed Tack (Sector Fer Mooffeed Tack (Sector Fer Mooffeed	Protection (1992) per 3 proctor Protection (1992) per 3 proctor Protection (1992) pr 160-4 2 -4 Protection (1992) pr 160-4 2 -4 Pr 160-4 Pr 160-4	In the second se	Quantity Ectimated 80 36 50 0 36 36 36 36 36 22	of Units 100 45 63 0 45 45 45 45 28 16	per Unit           \$100 00           \$\$0 00           \$\$47 00           \$12 00           \$30 00           \$45 00           \$15 00           \$150 00           \$300 00	\$10,000 00 \$2 250 00 \$2 961 00 \$1,350 00 \$1,350 00 \$1,350 00 \$3 825 00 \$4,200 00 \$5,400 00													Straight Overti Total Salary G Fringes and O Total Direct Sa Operating Mar Premium Over	orts Everband alary and R rgin		0.13				\$ 1,483
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Total Estimate \$ 124,212,26

GANNETT FLEMING, INC.

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A <sup>2</sup> Group, Inc.	S R. 429 (Wekiva Parkway) from North of Kelly Park Road to the Lake County time and wast of Phymouth Sometic Road (referred to as the System Interchange)

### GANNETT FLEMING, INC.

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				Test	Bridges	Estimated	Cost	Original	New Estimated	C.O. # 01 Addition/Del	Change Order	Revised Contract													1	- 1	
item	Item Description		Units	Piles	Bridges	# of Units		Contract Limits	Units	etion of	Amount	Limits															
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201 202 203 204	PDA Usage (1: times the num PDA mobilization (2 per bridge PDA Each (includes analysis, recommendations and CAPW (1) times the number of tast pi PDA Set check/Redrives Includes Analysis, (50%) of the	ge) max s. evaluation, WAP/WEAP) piles) we number of	le Each Each Each Each	34 34 34		34.00 16.00	550,00 400.00 1,950.00 1,000.00	18,700.00 6,400.00 66,300,00			Amount	Limits 18,700.00 6,400.00 66 300.00								Total Direct Sal	lary and Relate	ed Costs					5
201 202 203 204 301	PDA Usage (1. times the num PDA mobilization (2 per bridge PDA Each (includes amégais, recommendations and CAPW (1. times the number of test pi PDA Set check/Redrives Includes Analysis (50% of the Sr. Geotechnical Engineer	ge) max s. evaluation, WAP/WEAP) piles) we number of	le Each Each Each Each Each Hour	34 34 34		34.00 16.00	550,00 400.00 1,950.00 1,000.00 215.00	18,700,00 6,400,00 66,300,00 -			Amount	Limits 18,700.00 6,400.00 66 300.00								Total Direct Sal	lary and Relate	ed Costs					\$
201 202 203 204 301 302	PDA Usage (1. times the num PDA mobilization (2 per bridge) PDA Each (includes analysis, recommendations and CAPW (1 times the number of tasts) PDA Set check/Redrives includes Analysis (50% of the Sr. Gestechnical Engreen Professional Geotechnical Eng	ge) max s. evaluation, WAP/WEAP) piles) we number of	Each Each Each Each Hour Hour	34 34 34		34.00 16.00	550,00 400.00 1,950.00 1,000.00 215.00 178.00	18,700.00 6,400.00 66,300.00			Amount + + +	Limits 18,700.00 6,400.00 66 300.00								Total Direct Sal	lary and Relate		0.12				5
201 202 203 204 301 302 303	PDA Usage (1. kines the num PDA mobilization (2 per bridge PDA Each (includes analysis, recommendations and CAPW (1 times the number of tast pi PDA Set check/Redrives for Coefficients) (20% of the Sr. Gentechnical Engineer Professional Centechnical Engineer	ge) max s. evaluation, WAP/WEAP) piles) we number of	Each Each Each Each Hour Hour Hour	34 34 34		34.00 16.00	550,00 400.00 1,950.00 1,000.00 215.00 178.00 127.00	18,700.00 6,400.00 66,300.00			4mount	Limits 18,700.00 6,400.00 66.300.00								Total Direct Sal Operating Marg Premium Quert	lary and Relate		0.12				5
201 202 203 204 301 302 303 304	PDA Lisage (1, times the num PDA mobilization (2 per bridge PDA Each (includes analysis, recommendations and CAPW (1 times the number of test) PDA Sat check/Redrives includes: Analysis (GSW) of the Sr. Gestechnical Engineer Professional Gestechnical Eng Gestechnical Engineer Sr. Technician / Inspector	ge) max s. evaluation, WAP/WEAP) piles) we number of	le Each Each Each Each Hour Hour Hour	34 34 34		34.00 16.00	550,00 400.00 1,950.00 1,000.00 215.00 178.00 127.00 63.00	18,700.00 6,400.00 66,300.00			4mount	Limits 18,700.00 6,400.00 66.300.00								Total Direct Sal Operating Marg Premium Quert	lary and Relate		0.12				5
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C-18



CEI SERVICES FOR S. R. 429 (Wekiva Parkway) CONTRACT NO. 001087 CFX Project No. 429-204 Section 2B S.R. 429 (Wekiva Parkway) from North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange).

Overhead Rate Summary

SR-429 204

Date : 09/17/2015

Overhead Rate Summary	Date of Letter	Home/ Branch Office (%)	Field Office	FCCM	Overtime Premium	Direct Expense Home	Direct Expense Field	Total Field
			(%)	(%)	(%)	(%)	(%)	(%)
A <sup>1</sup> GROUP, INC.	06/27/2014	237.31	144.86	0.9790	excluded		21.61	167.449
Subconsultant - FIGG	08/06/2014		139.27	0.0040	excluded	1	12.51	151.784
Subconsultant - RK&K	10/29/2014	149.76	114 15	0.0140	excluded	6.00	17.42	131.5840
Subconsultant - DRMP	03/20/2015	164.73	118.35	0.0245	reimbursed	6.34	33.10	151.474
Subconsultant - GCI	07/21/2014		95.71	0.0160	excluded		1.33	97.0560
Subconsultant - METHA	08/05/2014	187.85	121.46	0,1800	reimbursed	17.68	23.07	144.710
Subconsultant - PAGE ONE CONSULTANTS	10/29/2014	190.98	140.28	0,1080	excluded	32.65	32,69	173.078
Subconsultant - GANNETT FLEMING, INC	01/06/2015	152.41	132.36	0.12	reimbursed	11.88	6.70	139.180

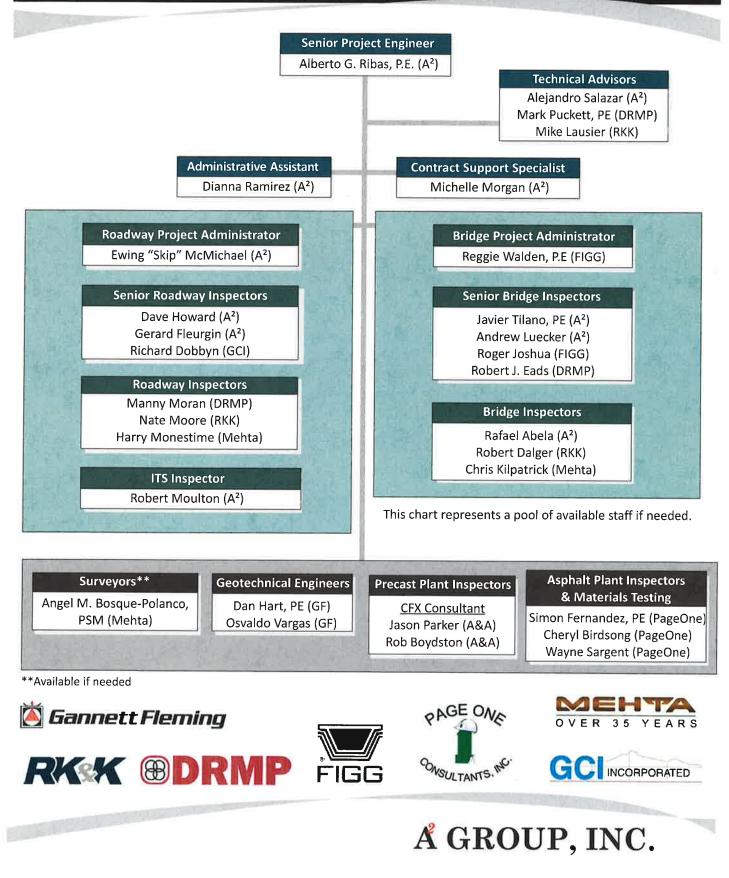
## **EXHIBIT D**

## **PROJECT ORGANIZATIONAL CHART**

Exhibit D

# Organizational Chart

**Proposed Team** 



# **CONSENT AGENDA ITEM**

#6

## **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

### **MEMORANDUM**

- TO: Members of the Board
- FROM: Ben Dreiling, P.E. Director of Construction & Maintenance
- DATE: September 22, 2015
- RE: Consent Agenda Construction Contract Modifications

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

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) October 2015	Total Amount (\$) to Date*	Time Increase or Decrease
599-123	United Signs & Signals, Inc.	Wrong Way Detection Pilot Project	299,689.00	0.00	(\$15,144.93)	284,544.07	0
528-405	Southland Construction, Inc.	SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction	38,708,813.52	184,344.33	\$111,096.02	39,004,253.87	0
599-520	United Signs & Signals, Inc.	Systemwide Data Collection System Upgrade	4,290,457.94	60,612.00	(\$96,468.64)	4,254,601.30	0
417-301C	SEMA Construction	SR 417/Boggy Creek Rd. IC Improvements Phase III	70,900,000.00	1,675,984.23	(\$22,256.64)	72,553,727.59	0

TOTAL (\$22,774.19)

\* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley Joe Berenis The following is a proposed Construction Contract Modification along with the detailed information:

Contract 599-123: Wrong Way Detection Pilot Project United Signs & Signals, Inc. SA 599-123-1015-01

## Adjustments for Contract Items

The Authority wishes to adjust the quantities to accommodate additional work and changes in the Contract. This will adjust the Contract quantities to reflect the changes made.

OVERRUN THE FOLLOWING ITEMS:		
Fiber Optic Cable (Single Mode, 12 Fiber) (F&I)	\$	893.20
Small Fiber Optic Pull Box (F&I)	\$	2,636.06
Fiber Optic Conduit (2-1" HDPE/SDR 11) (Trench or Plow)	\$	2,149.00
Conduit (2-2" HDPE/SDR 11) (Bore)	\$	1,684.54
Removal of Existing Equipment	\$	1,518.70
Conductors (F&I) (Insulated) (#6)	\$	95.13
	\$	8,976.63
UNDERRUN THE FOLLOWING ITEMS:		
Pull Box (F&I)	\$	(3,166.00)
Conduit (1-2" HDPE/SDR 11) (Trench or Plow)	\$	(715.08)
Conduit (1-2" HDPE/SDR 11) (Bore)	\$	(2,302.56)
Fiber Optic Conduit (2-1" HDPE/SDR 11 and		
1-2" HDPE/SDR 11) (Trench or Plow)	\$	(1,538.60)
Conductors (F&I) (Insulated) (#4)	\$	(342.00)
Conduit (F&I - Surface Mount) (RGS) (2")	\$	(245.90)
Allowance for Disputes Review Board	\$	(5,000.00)
Work Order Allowance	\$	(10,811.42)
	\$	(24,121.56)
TOTAL AMOUNT FOR PROJECT 599-123	<u>\$</u>	(15,144.93)

## Contract 528-405: SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction Southland Construction, Inc. SA 528-405-1015-02

## Adjustments for Contract Items

The Authority wishes to adjust contract quantities to reflect the actual authorized work under the Contract. Of the total associated amount for Supplemental Agreement No. 02, \$17,395.59 is directly reimbursable to the Authority in which \$14,057.53 has been received to date. The Authority has accepted a resolution from AT&T for the balance of \$3,338.06.

ADD THE FOLLOWING ITEMS: Work Orders 1-20	\$ 111,096.02
TOTAL AMOUNT FOR PROJECT 528-405	\$ 111,096.02

## Contract 599-520: Systemwide Data Collection System Upgrade United Signs & Signals, Inc. SA 599-520-1015-02

## Adjustments for Contract Items

The Authority wishes to adjust the quantities to accommodate additional work and changes in the Contract. This will adjust the Contract quantities to reflect the changes made.

OVERRUN THE	E FOLLOWING ITEMS:		
Fiber Opti	c Cable (Single Mode, 12 Fiber) (F&I)	\$	2,310.00
Existing Fi	ber Optic Enclosure Re-Entry (Install)	\$	8,514.60
-	c Fusion Splice	\$	2,901.92
	c Media Converter (F&I)	\$	1,315.26
-	ower Manager (F&I)	\$	4,380.64
	nvironmental Monitor (F&I)	\$	1,081.38
	Conductors (F&I) (#4)	\$	3,796.20
	Conductor Communicator Cable (F&I)	\$	697.00
	Cabinet (Adjust/Modify)	\$	971.68
		\$	25,968.68
UNDERRUN TH	HE FOLLOWING ITEMS:		
Fiber Opti	c Cable Inventory	\$	(1,480.74)
-	c Splice Housing Inventory	\$	(987.16)
Fiber Opti	c Cable (Single Mode, 72 Fiber) (F&I)	\$	(75,870.90)
Fiber Opti	c Enclosure (72 Splice) (F&I)	\$	(3,430.52)
Pull & Jun	ction Boxes (F&I) (Small - Fiber Optic)	\$	(2,636.06)
Fiber Opti	c Conduit (F&I) (2-1" HDPE/SDR 11)(Trench or Plow)	\$	(534.18)
	c Conduit (F&I) (4" BSP w/ 2-1" HDPE/SDR 11)	\$	(5,493.28)
(Direction	al Bore)	\$	(2,591.28)
Fiber Opti	c Patch Panel - 12 Port (F&I)	\$	(5,000.00)
Allowance	for Disputes Review Board	\$	(24,413.20)
Work Ord	er Allowance	\$	(122,437.32)
	DO HECH 500 520	¢	(06 469 64)

## TOTAL AMOUNT FOR PROJECT 599-520

<u>\$ (96,468.64)</u>

## Contract 417-301C: SR 417/Boggy Creek Rd. IC Improvements Phase III **SEMA** Construction SA 417-301C-1015-05

## Embankment

This change is requested by the Authority. The Contract plans included 879,376 CY of embankment forthe project. As part of Design Revision 2, the Engineer of Record (EOR) increased embankment by 17,900CY for SR 417 Ramps G, H, I & J. Accordingly, the Authority will need to increase the pay item quantity to 897,276 CY.

## **INCREASE THE FOLLOWING ITEM:** Embankment

## Concrete Coping Gutter

This change is requested by the Authority. The plans did not depict a concrete coping gutter along retaining wall 13 which runs along Ramp G West of Boggy Creek. The coping gutter is needed to convey storm water per design and prevent it from overflowing the top of the wall and staining the painted wall face. The EOR provided direction to construct 1,325LF of concrete coping gutter along wall 13. Staff has reviewed and requests the following.

## ADD THE FOLLOWING ITEM: Wall 13 Coping Gutter

## Drilled Shaft Subsurface Debris

During the augering process of both drilled shafts at Overhead Truss #3, unforeseen subsurface debris was encountered that prevented the completion of the shaft hole. The Contractor was directed to remove the debris on a time and material basis.

ADD THE FOLLOWING ITEM:	
Drilled Shaft Subsurface Debris	\$ 13,203.71

## Male Threaded Bars

The Contract plans did not identify the requirement of a threaded male coupler to connect the reinforcement of the bridge lid slabs and the diaphragms. The Engineer of Record, via response to RFI #157, has identified that the male threaded couplers are required.

ADD THE FOLLOWING ITEMS:	
Male Threaded Bars	\$ 15,927.71

## Class V Painting

The Contract plans did not identify painting of the diaphragms on Ramps H and I. Based on the Authority's painting scheme, the diaphragms will require painting. The Engineer of Record has recommended that the additional painting be added to the Contract.

> ADD THE FOLLOWING ITEM: **Class V Painting**

\$ 205,850.00

\$ 24,441.14

30,709.93

\$

#### Credit for Wood Ramps in Girders

The Contract plans identified wood ramps inside of each concrete U-girders at the closure pours and diaphragms. The Authority requested the deletion of the wood ramps inside of all concrete U-girders.

ADD THE FOLLOWING ITEM: Credit for Wood Ramps in Girders

#### Credit for Design Fees

In accordance with the Contract, the Contractor opted to provide an alternative structural design for the concrete U-girders on Ramps H, I & J. Per Contract, the Engineer of Record proceeded to review the alternative design. Also per Contract, the Contractor is responsible to reimburse the Authority for the Engineer of Record review costs of the alternative design.

ADD THE FOLLOWING ITEM: Credit for Design Fees

### Fuel Price Index Adjustment

The Contract contains provisions for Fuel Price Index adjustments. In accordance with the Contract specifications, the Engineer has calculated adjustments for the period of January 2014 - August 2015. Adjustments were made only if the current month Fuel Price is greater or less than 5% of Bid/Base Fuel Price. During this period of time \$65,908,847.59 of construction was performed/produced.

### ADD THE FOLLOWING ITEMS:

Bid Month: September 2013 Gas Base Price=2.8715; Diesel Base Price	e=3.	2633
Feb. 2014 Fuel Adj. (Gas Price=2.6188; Diesel Price=3.1432)	\$	(439.45)
Jun. 2014 Fuel Adj. (Gas Price=2.8927; Diesel Price=3.0632)	\$	(3,639.04)
Jul. 2014 Fuel Adj. (Gas Price=2.8739; Diesel Price=3.0520)	\$	(1,298.94)
Aug. 2014 Fuel Adj. (Gas Price=2.7015; Diesel Price=2.9803)	\$	(2,970.78)
Sep. 2014 Fuel Adj. (Gas Price=2.7187; Diesel Price=2.9718)	\$	(3,773.98)
Oct. 2014 Fuel Adj. (Gas Price=2.5319; Diesel Price=2.7833)	\$	(9,489.19)
Nov. 2014 Fuel Adj. (Gas Price=2.1706; Diesel Price=2.6474)	\$	(13,606.02)
Dec. 2014 Fuel Adj. (Gas Price=1.9837; Diesel Price=2.4271)	\$	(45,382.98)
Jan. 2015 Fuel Adj. (Gas Price=1.5127; Diesel Price=1.9318)	\$	(7,212.78)
Feb. 2015 Fuel Adj. (Gas Price=1.5585; Diesel Price=1.9332)	\$	(21,401.09)
Mar. 2015 Fuel Adj. (Gas Price=1.8263; Diesel Price=2.1668)	\$	(7,864.36)
Apr. 2015 Fuel Adj. (Gas Price=1.7175; Diesel Price=1.9965)	\$	(13,138.80)
May 2015 Fuel Adj. (Gas Price=1.9765; Diesel Price=2.1583)	\$	(10,208.90)
Jun. 2015 Fuel Adj. (Gas Price=2.0510; Diesel Price=2.0772)	\$	(34,984.40)
Jul. 2015 Fuel Adj. (Gas Price=2.0297; Diesel Price=1.9660)	\$	(38,127.17)
Aug. 2015 Fuel Adj. (Gas Price=1.7920; Diesel Price=1.6478)	\$	(63,518.76)
	\$	(277,056.64)

# \$ (26,705.06)

\$ (61,639.04)

# Paving Modifications

This change is requested by the Authority in an effort to increase pavement life and durability. In order to implement the change, revisions were made to several typical section pavement details for the project. The Engineer of Record issued plan revisions to the typical sections. In addition, existing pay item quantities were adjusted and new pay items are required.

ADD THE FOLLOWING ITEMS:		
Milling Existing Pavement (1 1/2" Avg)	\$	11,423.94
Milling Existing Pavement (2 1/4" Avg)	\$	6,456.58
Milling Existing Pavement (3/4" Avg)	\$	749.10
FC-12.5 (PG 76-22) (PMA) (Dark Granite)	\$	148,440.00
Mobilization and MOT for Paving Modifications	\$	5,622.79
	\$	172,692.41
DECREASE THE FOLLOWING ITEMS: Milling Existing Pavement (1 3/4") Superpave Asphaltic Conc., Traffic C (PG 76-22) Asphaltic Concrete Friction Course incl. Bit (PG 76-22) (FC-5) (Dark Granite)	\$ \$ \$ \$	(11,236.50) (56,994.30) (51,450.00) (119,680.80)
Sub-Total: Paving Modifications	\$	53,011.61
TOTAL AMOUNT FOR PROJECT 417-301C	\$	(22,256.64)

# **CONSENT AGENDA ITEM**

**#7** 

# **MEMORANDUM**

TO:Authority Board MembersFROM:Claude MillerDirector of Procurement

- **DATE:** September 22, 2015
- RE: Approval of Supplemental Agreement No. 6 URS Corporation for S.R. 408/S.R. 417 Ultimate Interchange Improvements Project No. 253F; Contract No. 000818

Board approval is requested for Supplemental Agreement No. 6 with URS Corporation in the not-to-exceed amount of \$361,091.19 for post design services for the referenced project. Services will include shop drawing reviews, attendance at construction meetings, site visits, and responding to the contractor's requests for information.

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

Original Contract Amount	\$5,000,000.00
Supplemental Agreement No. 1	\$ 550,000.00
Supplemental Agreement No. 2	\$ 0.00
Supplemental Agreement No. 3	\$ 259,048.79
Supplemental Agreement No. 4	\$ 0.00
Supplemental Agreement No. 5	\$ 0.00
This Supplemental Agreement No. 6	<u>\$_361,091.19</u>
Total Revised Contract Amount	\$6,170,139.98

Project 253F Contract 000818

# SUPPLEMENTAL AGREEMENT NO. 6

ТО

#### AGREEMENT FOR PROFESSIONAL SERVICES

# **POST DESIGN SERVICES (253F – PHASE 1)**

#### SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS

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

WHEREAS, Section 4.24 of Exhibit "A" of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 14<sup>th</sup> day of November 2011 provides that after completion of the services outlined in Exhibit "A" for Project Number 253F of the said Agreement for Professional Services, the AUTHORITY may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that the AUTHORITY shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

### NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the CONSULTANT's correspondence to the AUTHORITY dated September 30, 2015 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to the AUTHORITY with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT's contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to the AUTHORITY at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the CONSULTANT's correspondence to the AUTHORITY dated September 30, 2015. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$359,932.06

3. Section 4.24 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

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

2

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

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

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

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Witness:

Assistant Secretary

By:\_\_\_\_\_

Director of Procurement

# URS CORPORATION SOUTHERN

Witness:	
WILLESS.	

Print Name:

Title:

By:

Print Name:

Title:

P:\253F\Supplemental Agreements\Post Design\URS PDS-253F - SA6.doc

# Exhibit "A"

# Project 253F (Phase 1 Construction) SR 408 / SR 417 Ultimate Interchange Improvements Post-Design Scope of Services (Section 4.24)

# 4.24 Post Design Services

# A. Compensation

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

# **B.** General Support

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

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

# C. Pre-bid Conference

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

# D. Addenda

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

# E. Field Visits

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

# F. Shop Drawing Reviews

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

# G. Post-Design Contact

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

# H. Timeliness

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

# I. Meetings

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

# J. Bridge Load Ratings

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

# K. Geotechnical Engineering

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

# L. Utilities

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

# M. Record Drawings

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

_	<b>CENTRAL FLORIDA EXPRESSWA</b>	Y AUTHORITY	ľ									URS Corporation	
	Project Number: 253F										CFX Cor	tract No.: 000818	
	DESCRIPTION: SR 408/SR 417 Ultimate	Interchange (CO	ONTRACT AM	ENDMENT NO.	6)								
		interentinge (O			SUMMARY FEE	SHEET							
ONTRACT	ACTIVITY	Project	Deputy	Senior		Sr. Roadway	Roadway	Clerical	Sr. Surveyor	Surveyor &	Survey	Total	Total
SECTION	MANHOURS	Manager	PM	Engineer	Engineer	Technician	Technician	Clerical	& Mapper	Mapper	Technician	Manhours	Cost
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	0	\$0 00
404	Surveys and Mapping	0	0	0	0	0	0	0	0	0	0	0	\$0.00
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	\$0_00
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0.00
407	Pavement Design	0	0	0	0	0	0	0	0	0	0	0	\$0 00
408	Borrow Pits	0	0	0	0	0	0	0	0	0	0	0	\$0.00
410	Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	\$0.00
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	\$0,00
412	Roadway Design	0	0	0	0	0	0	0	0	0	0	0	\$0 00
413	Structures Design	0	0	0	0	0	0	0	0	0	0	0	\$0_00
414	Drainage Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
415	Roadway Lighting	0	0	0	0	0	0	0	0	0	0	0	\$0.00
416	Traffic Engineering	0	0	0	0	0	0	0	0	0	0	0	\$0 00
417 & 418	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	0	0	0	\$0.00
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	0	0	0	\$0 00
420	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	\$0_00
421	Speical Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0.00
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	0	0	0	\$0.00
423	Toll Plazas	0	0	0	0	0	0	0	0	0	0	0	\$0.00
424	Post Design Services	86	377	343	360	257	206	86	0	0	0	1,715	\$87,463 78
700	Administration	Q	0	0	0	0	0	0	0	0	0	0	\$0.00
	TOTAL MANHOURS	86	377	343	360	257	206	86	0	0	0	1,715	\$87,463.78
	WAGE RATES	\$93.60	\$61.88	\$63.88	\$38.91	\$39.66	\$35.06	\$32,00	\$0.00	\$0.00	\$0.00	N/A	N/A
	TOTAL DIRECT COSTS	\$8,049.60	\$23,328,76	\$21,910.84	\$14,007.60	\$10,192.62	\$7,222.36	\$2,752.00	\$0.00	\$0.00	\$0.00	N/A	\$87,463.78

#### Salary Related Costs

Total Activity Salary Costs	\$87,463.78 
	\$127 142 21
Post Design Labor Multiplier 156.80%	\$157.145.21
Subtotal Salary Related Costs (Limiting Amount)	\$224,606.99
Subconsultants	
Design Survey (URS)	\$0.00
Ardaman & Associates	\$6,336.13
Nadic Engineering Services	\$6,687.18
RS&H	\$47,672.77
C3TS (Stantec)	\$25,426.97
WBQ	\$50,361.15
Southeastern Survey	\$0.00
Subtotal Subconsultants (Limiting Amount)	\$136,484.20

GRAND TOTAL (Maximum Limiting Amount) \$361,091.19

CENT	RAL FLORIDA EXPRES	SSWAY	AUTHORI	ГҮ		URS Corporation
	Number: 253F JPTION: SR 408/SR 417 UI	timate Int	erchange (	CONTRAC	T AMENI	CFX Contract No.: 000818 DMENT NO. 6)
County			HIGHWAY			
			Number	Hours	Total	
Task No.	Task Description	Units	of Units	per Unit	Hours	Comments
	24.1 Pi	e-Bid Acti	vites			
24.1.1	Pre-Bid Meeting	LS	1	2	2	
24.1.2	Addendum Preparation	LS	1	4	4	
	24.1 Pre-Bid Acti	vites Subto	otal		6	
	24.2 Requ	est for Info	ormation			
24.2.1	Roadway	EA	30	3	90	
24.2.2	Drainage	EA	30	3	90	
24.2.3	Lighting	EA	6	3	18	
24.2.4	ITS	EA	10	4	40	
24.2.5	Structures	EA	34	6	204	4 per bridge $(3) + 1$ per wall $(14) + 1$ per sound wall $(2) + 4$ for soundwall architecure + 5 misc.
	24.2 Request for Info		ubtotal	442		
		Drawing				
24.3.1	Roadway	EA	10	3	30	
24.3.2	Drainage	EA	132	3	396	134 str (incl resubmittals) + 4 misc
24.3.3	Lighting	EA	20	3	60	Includes equipment reviews
24.3.4	ITS	EA	20	3	60	Includes equipment reviews
24.3.5	Structures	EA	30	8	240	5 per bridge (3) + 1 per wall (14) + 1 per sound wall (2) + 4 fo soundwall architecure + 5 misc.
	24.3 Shop Drawing	Review St	ibtotal		786	
	24.4 I	Plan Revis	ions			
24.4.1	Plan Revisions	EA	4	32	128	
24.4.2	As-Built and Record Drawing	LS	1	120	120	801 shts (roadway, structures, lighting, ITS)
	24.4 Plan Revisi	ions Subto	tal		248	
	24.5 Manag	ement and	Meetings			
24.5.1	Coordination	LS	1	32	32	
24.5.2	Field Visits	LS	1	136	136	1 per month (16), 2 people x 4 hours + visit with CEI (8hrs)
24.5.3	Meetings	EA	16	4	64	1 per month (16), 2 people x 2 hours
	24.5 Management and	Meetings	Subtotal		232	
			-		1,714	

#### ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

County:	SR 408 / SR Orange 253F	417 Interchan	nge										nsultant Name: Consultant No : Date: Estimator	Ardaman 9/30/2015 Zan Bates		
Staff Classification	Total Staff Hours From "SH	Senior Engineer	Project Engineer	Engineering Intern	CADD/Comput er Technician	Secretary/Cleri cal	Staff Classi- fication 6	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	SH By	Salary Cost By	Average Rate Per
	SIM Summary -	\$149.05	\$126.48	\$90.69	\$68.31	\$47.55	5 S0.00	S0 00 S0 00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
24 Post Design Services	0	13	13	23	7	4	0	0	0	0	0	0	0	60	\$6,336	\$105.60
Total Staff Hours	0	13	13	23	7	4	0	0	0	0	0	0	0	60		
Total Staff Cost		\$1,937.65	\$1,644,24	\$2,085.87	\$478.17	\$190.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,336.13	\$105.60
						Survey Field Day 4 - Person Crew		ant	I	SALARY RELAT OVERHEAD: OPERATING M			0.00%	Check =	\$6,336.13	\$6,336 13 \$0 00 \$0 00
	Notes: 1- This sheet	to be used by P	Prime Consultant	to calculate the	Grand Total fee					FCCM (Facilities EXPENSES:		oney):	0 000% 0 00% 4-man crew			\$0 00 \$0 00
	2. Manually e	nter fee from e	ach subconsulta	nt Unused subc	onsultant rows ma	iy be hidden.				Survey (Field - it	by Prime)		days @	\$ -	/ day	\$0 00

SUBTOTAL ESTIMATED FEE:

\$6,336.13

Project DESCR	RAL FLORIDA EXPRESSV Number: 253F APTION: SR 408/SR 417 Ultim			TRACT AM		Ardaman & Associates CFX Contract No.: 000818 Γ NO. 6)
County	y		HIGHWAY	LASK LIST		
Task No.	Task Description	Units	Number of Units	Hours per Unit	Total Hours	Comments
	24.1 Pr	e-Bid Acti	vites			
24.1.1	Pre-Bid Meeting	LS			0	
24.1.2	Addendum Preparation	LS			0	
	24.1 Pre-Bid Activ	vites Subto	tal		0	
	24.2 Requ	est for Info	rmation			
24.2.1	Roadway - Geotech	EA	5	4	20	
24.2.2	Drainage	EA			0	
24.2.3	Lighting	EA			0	
24.2.4	ITS	EA	(		0	
24.2.5	Structures - Geotech	EA	5	4	20	
	24.2 Request for Info	rmation Su	btotal		40	
	24.3 Shop	Drawing	Review			
24.3.1	Roadway	EA			0	
24.3.2	Drainage	EA			0	
24.3.3	Lighting	EA			0	
24.3.4	ITS	EA		1	0	
24.3.5	Structures	EA			0	
	24.3 Shop Drawing 1	Review Sul	ototal		0	
	24.4 1	Plan Revisi	ons			
24.4.1	Plan Revisions	EA			0	
24.4.2	As-Built and Record Drawings	LS			0	
	24.4 Plan Revisi	ons Subtot	al		0	
	24.5 Manag	ement and	Meetings			
24.5.1	Coordination	LS	1	6	6	
24.5.2	Field Visits	LS	1	8	8	
24.5.3	Meetings	EA	2	3	6	
	24.5 Management and	Meetings S	Subtotal		20	
					60	

#### ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

		or Systems i	nterchange Co	Instruction									sultant Name:		aic	
	Orange											С		R11033		
	253F													9/28/2015		
AP No.:	1/0/1900						1	1		1			The second se	Godwin Nna	/ 1 h h h h h h h h h h h h h h h h h h	
Staff Classification	Total Staff Hours From	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Staff Engineer	ter Tech	Sr. Engineer Tech	Secretary	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	SH By	Salary Cost By	Average Rate Per
	'SH Summary Firm"	\$55.71	\$3.00	\$52.08	\$45.19	\$28.94	\$24.42	\$22.15	\$16.58	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	SO	#D1V/0!
Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0.	0	so	#DIV/0!
Roadway Plans	0	0	0	0	0	0	D	0	0	0	0	0	0	0	\$0	#DIV/0!
a, Drainage Analysis	0	D	0	0	0	0	0	0	0	0	0	0	o	0	\$0	#DIV/0!
b Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	so	#DIV/0!
Utilities	0	D	0	0	0	0	0	0	0	0	0	0	0	ō	\$0	#DIV/0!
Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	D	0	0	0	0	\$0	#DIV/0!
Structures - Misc Tasks, Dwgs, Non-Tech.	0	o	0	0	0	0	0	0	O	0	0	0	0	D	\$0	#DIV/0!
0. Structures - Bridge Development Report	0	0	D	0	0	o	0	0	0	0	0	0	0	0	\$0	#DIV/0!
1. Structures - Temporary Bridge	0	0	0	0	o	0	0	0	0	0	0	0	0	Ó	\$0	#DIV/0!
2. Structures - Short Span Concrete Bridge	D.	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
3. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	D	\$0	#DIV/0!
4 Structures - Structural Steel Bridge	0	0	0	0	0.	o	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	O D	0	\$0	#DIV/0!
6 Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	C	\$0	#DIV/0!
7. Structures - Retaining Walls	0	0	0	0	D	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8 Structures - Miscellaneous	0	0	0	D	0	0	0	0	0	ø	0	0	0	0	\$0	#DJV/0!
9 Signing & Pavement Marking Analysis	0	D	0	0	0	0	0	0	0	0	0	0	0	D	\$0	#DIV/0!
20 Signing & Pavement Marking Plans	0	o	0	0	0	0	D	D	0	0	0	0	0	0	\$0	#DIV/0!
21 Signalization Analysis	0	0	0	0	0	0	0	D	0	0	0	0	0	0	\$0	#DIV/0!
2 Signalization Plans	0	0	0	0	0	D	0	0	0	0	٥	0	0	0	\$0	#DIV/0!
23 Lighting Analysis	0	0	0	0	0	0	C	0	0	Q	a	0	0	0	\$0	#DIV/0!
24 Lighling Plans	29	17	0	0	12	0	0	C	0	0	0	0	0	29	\$1,489	\$51 36
25 Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26 Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27 Survey (Field & Office Support)	0	0	0	0	0	0	â	0	0	0	0	0	0	0	\$0	#DIV/0!
8 Photogrammetry	0	0	0	٥	0	0	٥	0	0	0	0	0	0	0	\$0	#DIV/0!
9 Mapping	0	0	0	0	0	0	0	0	0	0	٥	0	0	0	\$0	#DIV/0!
0 Terrestrial Mobile LiDAR	0	0	0	0	٥	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
1. Architecture Development	0	0	0	0	0	0	0	0	0	0	Q	0	0	Ū	\$0	#DIV/0!
2 Noise Barriers Impact Design Assessment	G	0	0	0	0	0	0	0	0	0	0	0	Ø	0	\$0	#DPV/0!
3 Intelligent Transportation Systems Analysis	0	0	0	0	a	0	0	0	0	0	0	0	0	0	so	#DIV/0!
34 Intelligent Transportation Systems Plans	0	0	0	٥	0	0	0	0	0	0	0	0	¢.	0	\$0	#DIV/0!
35 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/01
Total Staff Hours Total Staff Cost	29	17 \$947.07	0 \$0.00	0	12 \$542.28	0 \$0.00	0	\$0.00	\$0.00	0 \$0.00	0 \$0,00	0	0 \$0.00	29	\$1,489,35	\$51,36

Notes:

1. This sheet to be used by Subconsultant to calculate its fee

SALARY RELATED COSTS:			\$1,489.35
OVERHEAD:		349%	\$5,197 83
OPERATING MARGIN:		0%	\$0 00
FCCM (Facilities Capital Cost Money	y):	0 00%	\$0.00
EXPENSES:		0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:			\$6,687.18
Survey (Field)	0	4-man crew da \$ / day	\$0.00
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$6,687.18
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$6,687.18

#### 24. Lighting Plans

#### Estimator: Godwin Nnadi

SR 408/SR 417 Systems Interchange Construction

253F

Representing	Print Name	Signature / Date
CFX		
Nadic Engineering Services, Inc.	Godwin Nnadi	

#### NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Units	Total Hours	Comments
24.1	Pre-Bid Meeting		LS	1	2	1	2	
24.2	Addendum Preparation		LS	0	0	0	0	
24.3	Request for Information		LS	3	4	3	12	
24.4	Shop Drawing Reviews		LS	3	3	3	9	
24.5	Plans Revisions		LS	0	0	0	0	
24.6	Coordination		LS	0	0	0	0	
24.7	Field Review		LS	1	3	1	3	
24.8	Meetings		LS	1	3	1	3	
			Geotech	nnical Tech	nical Subtotal	9	29	
24.13	Quality Assurance/Quality Control		LS	%	0%		0	
24.14	Supervision		LS	%	0%		0	
			24. Geotec	hnical Post	Design Total	9	29	

#### Consultant: RS&H, Inc. Date Prepared: September 30, 2015

Job Description: SR 408/SR417 Project 253F Phase 1 - POST DESIGN SEF	RVICES
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	Projec	t Manager	Chie	f Engineer	Senior	Engineer	Eng	gineer	Engine	eering Intern		С	ierical	Total Man Hours	
Work Element / Activity	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate		Man Hours	Hourly Rate	By Activity	Salary Cost I Activity
Request for Information	1	\$69 32	5	\$67 37	15	\$57.44	17	\$39.33	9	\$28 92		1	\$22.04	48	\$2,218 70
Pre-Bid Conference	o	\$69.32	0	\$67.37	0	\$57.44	0	\$39 33		\$28 92		0	\$22.04	0	\$0.00
Addenda	0	\$69 32	0	\$67.37	0	\$57.44	o	\$39 33		\$28 92		0	\$22.04	0	\$0.00
Pre-Construction Conference	0	\$69.32	0	\$67.37	0	\$57.44	ŏ	\$39 33		\$28 92		0	\$22.04	0	\$0.00
Shop Drawing Reviews	11	\$69 32	22	\$67.37	65	\$57.44	76	\$39 33	39	\$28 92		4	\$22.04	217	\$10,183.38
Plan Revisions		\$69 32	3	\$67,37	8	\$57.44	10	\$39.33	5	\$28 92		1	\$22.04	28	\$1,290 89
Coordination		\$69 32	1	\$67.37	2	\$57.44	3	\$39.33		\$28 92		0	\$22.04	7	\$329 16
Field Visits	2		1	\$67 37	4	\$57.44	4	\$39 33	2	\$28 92		0	\$22.04	13	\$650 93
	0	\$69 32			2		2		1	\$28 92		0	\$22.04	6	\$289.83
Meetings	0	\$69.32 \$69.32	0	\$67.37 \$67.37	0	\$57 44 \$57 44	0	\$39.33 \$39.33		\$28.92		o	\$22.04	0	\$209 00
Partnering Totals	-	\$ 69.32	33	\$ 67.37	96	\$ 57.44	-	\$ 39.33	57	\$ 28.92		6	\$ 22.04	319	\$14,962.89
Pre-Bid Conference Addenda Pre-Construction Conference		\$0.00 \$0.00 \$0.00 \$32,383 15					Subcons	sultants	1.) Pos	st Design Labor Multiplier					3.1800
		£4 10E 03													
Plan Revisions		\$4,105.03 \$1,046.73							*Subto	otal (Burdened Salaries + Operat	ing Margin)				\$47,581.99
Plan Revisions Coordination Field Visits		\$1,046.73 \$2,069.96									ing Margin)				
Shop Drawing Reviews Plan Revisions Coordination Field Visits Meetings		\$1,046.73 \$2,069.96 \$921.66		-						otal (Burdened Salaries + Operat owable Travel Expenses	ing Margin)				\$47,581.99 \$90,78
Plan Revisions Coordination Field Visits Meetings		\$1,046.73 \$2,069.96							2.) Allo			Travel Ex	(penses)		
Plan Revisions Coordination Field Visits		\$1,046.73 \$2,069.96 \$921.66							2.) Allo Subtol	wable Travel Expenses		Travel Ex	(penses)		\$90.78
Plan Revisions Coordination Field Visits Meetings		\$1,046.73 \$2,069.96 \$921.66			Total	Subconsul	ant Fees	s	2.) Allo Subtol 3.) Sut	owable Travel Expenses tal (Burdened Salaries + Operati		Travel Ex	(penses)		\$90.78 \$47,672.77
Plan Revisions Coordination Field Visits Meetings Parthering		\$1,046.73 \$2,069.96 \$921.66 \$0.00			Total	Subconsul	ant Fees	\$0.00	2.) Allo Subtol 3.) Sut	owable Travel Expenses tal (Burdened Salaries + Operati		Travel Ex	(penses)		\$90.78 \$47,672.77

#### Estimator: R. Gonzalez

SR 408 / SR 417 Ultimate Interchange Modifications - Phase 1 253F - Phase 1

Representing	Print Name	Signature / Date
CFX		
RS&H, Inc.	Renato Gonzalez, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	24.1 Pre-B	id Acitvities				
24.1_1	Pre-Bid Meeting	LS	1	0	0	
24.1.2	Addendum Preparation	LS	1	0	0	
-	24.2 Requests	for Information				
24.2.1	Requests for Information (Sign Structures)	EA	10	4	40	1 per overhead sign structure (4 total), 1 per special foundation (3 total), 1 per barrier/wall mounted sign (3 total)
24.2.2	Requests for Information (Sign Panels)	EA	3	3	9	Based on 5 RFI's
	24.3 Shop D	rawing Review				
24.3.1	Shop Drawings Reviews (Sign Structures)	EA	36	4	144	First submittal span signs (2 at 8 sheets each = 16), Second submittal span signs (2 at 3 sheets each = 6), Foundations for future signs (2 at 1 sheet each = 2), Barrier/Wall mounted signs (3 at 4 sheets each = 12)
24.3.2	Shop Drawings Reviews (Sign Panels)	EA	12	6	72	Sign panel details and calculations (2 RCM, 1 Gore, 9 Guide Signs)
	24.4 Pla	n Revision				
24.4.1	Plans Revisions	EA	1	12	12	Revise plans and calculations, QAQC plans revision, sign and seal plans revision
24.4.2	As-Builts and Record Drawings	LS	1	16	16	Includes updating cad files and printing official record drawings
	24.5 Managem	ent and Meetings				
24,5.1	Coordination	LS	1	8	8	Coordination with URS
24.5.1	Field Visits	LS	1	12	12	6 Visits at 2 hours each
24.5.3	Meetings	EA	3	2	6	2 for Sign Structures, 1 for Sign Panels
	24. Post Design Service	esTasks Total			319	

	PM	Chief Eng	Sr Eng	Eng	EI	Clerical	Total per Task
	5%	10%	30%	35%	18%	2%	
RFI	1.00	5.00	15.00	17.00	9.00	1.00	48
Pre-Bid			12.000				
Pre-Const							
Addenda							
Shp Dwg	11.00	22.00	65.00	76.00	39.00	4.00	217
Plan Rev	1.00	3.00	8.00	10.00	5.00	1.00	28
Coordination	0.00	1.00	2.00	3.00	1.00	0.00	7
Field Visits	2.00	1.00	4.00	4.00	2.00	0.00	13
Meetings	0.00	1.00	2.00	2.00	1.00	0.00	6
Total	15.00	33.00	96.00	112.00	57.00	6.00	319

	CENTRAL FLORIDA EXPRESSWA Project Number: 253F DESCRIPTION: SR 408/SR 417 Ultimate			INDMENT NO							CFX Con	Stantec tract No.: 000818	
	DESCRIPTION: SR 408/SR 417 Utimate	Interchange (C	UNIKACIAM	LENDWIENT NC	SUMMARY FEE	SHEET							
CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Senior Technician	Technician	Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost
	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.0
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	0	\$0,0
404	Surveys and Mapping	0	0	0	0	0	0	0	0	0	0	0	\$0.0
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	\$0 0
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0_0
407	Pavement Design	0	0	0	0	0	0	0	0	0	0	0	\$0 0
408	Borrow Pits	0	0	0	0	0	0	0	0	0	0	0	\$0.0
410	Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	\$0.0
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	\$0.0
412	Roadway Design	0	0	0	0	0	0	0	0	0	0	0	\$0.0
413	Structures Design	0	0	0	0	0	0	0	0	0	0	0	\$0.0
414	Drainage Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
415	Roadway Lighting	0	0	0	0	0	0	0	0	0	0	0	\$0.00
416	Traffic Engineering	0	0	0	0	0	0	0	0	0	0	0	\$0.0
417 & 418	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	0	0	0	\$0.0
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	0	0	0	\$0.00
420	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	\$0.0
421	Speical Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0.00
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	0	0	0	\$0.00
423	Toll Plazas	0	0	0	0	0	0	0	0	0	0	0	\$0.00
424	Post Design Services	0	38	43	47	56	0	4	0	0	0	188	\$8,336_71 \$0_00
700	Administration	0	0	0		0	0	0		0	0	188	\$8,336.71
	TOTAL MANHOURS	0	38	43		56	U	4	U	0	0	N/A	N/A
	WAGE RATES		\$72.49	\$53.63		\$30.30							
	TOTAL DIRECT COSTS	\$0.00	\$2,754.62	\$2,306.09	,	\$1,696.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$8,336.7
		0.0%	20.2%	22.9%	25,0%	29.8%		2.1%	0.0%	0.0%	0.0%	100.0%	
							Salary Relate						
							Total Activity	Salary Costs				\$8,336.71	
							Post Design La	abor Multiplie	2T	205.00%		\$17.090.26	
							Ų		ed Costs (Limi	iting Amount)		\$25,426.97	
							Subtotal	Salary Kelat	eu costs (Linn	iting Autount)		523,420.77	
			\$44 34				Subconsultan	ts					
			3 05				Design Survey					\$0.00	
							• •					+	
			\$135 25				Ardaman & As					\$0.00	
							Nadic Enginee	ring Services				\$0.00	
			\$135.25				RS&H					\$0.00	
							C3TS (Stanted	•)				\$25,426.97	
							`	9					
							WBQ					\$0.00	
							Southeastern S	Survey				\$0.00	
							Subtotal Su	ibconsultant	s (Limiting An	nount)		\$25,426.97	
							GRAND TOT	AL (Maximu	m Limiting An	nount)		\$25,426.97	

M:/03013069 OOCEA - SR 429-SR 414 Interchange/Pre-negotiation/Stantee - CA 6 Post Design Services 93015 xlsx/SUMMARY

Project	<b>TRAL FLORIDA EXPRES</b> Number: 253F RIPTION: SR 408/SR 417 UI			CONTRAC	T AMENI	Stantec CFX Contract No.: 000818 DMENT NO. 6)
Task No.	Task Description	Units	Number of Units	Hours per Unit	Total Hours	Comments
	24.1 Pr	re-Bid Acti	ivites			
24.1.1	Pre-Bid Meeting	LS	0	0	0	
24.1.2	Addendum Preparation	LS			0	
	24.1 Pre-Bid Acti	ivites Subto	otal		0	
	24.2 Requ	est for Info	ormation			
24.2.1	Roadway	EA		-	0	
24.2.2	Drainage	EA			0	
24.2.3	Lighting	EA			0	
24.2.4	ITS	EA			0	
24.2.5	Structures	EA	10	4	40	
	24.2 Request for Info		ubtotal		40	
		p Drawing				
24.3.1	Roadway	EA			0	
24.3.2	Drainage	EA			0	
24.3.3	Lighting	EA			0	
24.3.4	ITS	EA			0	
24.3.5	Structures	EA	12	4	48	SIP 3, MSE 4, Sheetpile 2, temporary bracings 3
	24.3 Shop Drawing	Review Su	ıbtotal		48	
	24.4 ]	Plan Revis	ions			
24.4.1	Plan Revisions	EA	8	4	32	
24.4.2	As-Built and Record Drawing	LS	1	20	20	
	24.4 Plan Revisi	ions Subto	tal		52	
	24.5 Manag	gement and	Meetings			
24.5.1	Coordination	LS	1	12	12	project coordinations
24.5.2	Field Visits	LS	1	16	16	4 visits at 4 hrs
24.5.3	Meetings	EA	5	4	20	team meetings
	24.5 Management and	Meetings	Subtotal		48	
					188	
1						

#### ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

State Road 417 Orange 417-253F

Total Staff Hours From "SH	Project Manager	Chief Engineer	not used	not used	Sr. Engineer	Project Engineer	Engineer	not used	Clerical	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	SH By	Salary Cost By	Average Rate Per
Summary -	\$86.99	\$63.13	\$0.00	\$0.00	\$48.05	\$33.17	\$27.90	\$0.00	\$23.24	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
247	25	173	D	0	25	20	0	0	4	0	0	0	247	\$15,054	\$60 95
0	0	0	0	0	0	0	0	0	a	0	0	0	0	\$0	#DIV/01
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	0	0	0	0	0	0	0	D	0	0	0	0	\$0	#DIV/0!
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	o	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/01
0	0	0	0	0	0	o	0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	0	0	0	ō	0	0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	0	0	ō	ō	0	0	o	0	0	D	0	0	\$0	#DIV/01
0	0	0	0	0	0	0	0	0	0	0	p	0	0	\$0	#DIV/01
0	0	0	D	0	0	0	0	0	0	0	0	0	0	so	#DIV/0!
0	0	0	o	0	o	0	0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	0	0	0	D D	o	D	0	0	0	0	D	0	\$0	#DIV/01
0	0	0	0	0	0	0	D	ō	0	a	ō	0	0	so	#DIV/01
0	0	0	0	0	0	0	Q	0	0	0	0	0	0	\$0	#DIV/0)
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/01
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
		1.2.5			0	0	0	0	0	0	ő	o	0	\$0	#DIV/0!
0	0	0	0	0			a	0	0	0	0	0	o	\$0	#DIV/0!
0	0	0	0	0	0	0	0	0	0	o	0	0	0	\$0	#DIV/01
D	0	0	0	0	0		0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	0	0	0		0	10.0		0	0	0	0	0	\$0	#DIV/01
0	0	0	D	0	0	0	0	0			0	0	0	\$0	#DIV/01
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/01
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/01
0	0	0	0	0	0	0	0	0			0	0	0	\$0 \$0	#DIV/0!
0	0	0	D	0	O	0	0	0	0	0			0	\$0 \$0	#DIV/0!
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0 \$0	#DIV/0
0	Û	0	0	0	0	0	0	0	0		0		0	\$0 \$0	#DIV/01 #DIV/01
0	0	0	0	0	0	0	0	0	0	0	0	0			
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	0	D	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
247	25	173	0	0	25	20	0	0	4	0	0 \$0.00	0 \$0.00	247	\$15,053.85	\$60.95
	\$2 174 75	\$10,921.49	\$0.00	\$0.00	\$1,201.25	\$663.40	\$0.00	\$0.00	\$92.96	\$0.00	20.00	20.00	Check =	the second se	400.35
otes: This sheet t	o be used by I	Prime Consultant	to calculate the	Grand Total fee	Survey Field Day 4 - Person Crew		tant	]	SALARY RELA OVERHEAD: OPERATING / FCCM (Faciliti EXPENSES:		oney):	209.040% 25.500% 0.000% 0.000%			\$15,053.8 \$31,468.5 \$3,838 7: \$0.00 \$0.00
	-	ach subconsultar							Survey (Field - SUBTOTAL E	if by Prime) STIMATED FEE:	0	4-man crew days @	\$	/ day	\$0.00 <b>\$50,361</b> .1
										: Sub 1 STIMATED FEE: Field and Lab T	esting				\$0 00 <b>\$50,361</b> . \$0.00

SUBTOTAL ESTIMATED FEE: Optional Services

GRAND TOTAL ESTIMATED FEE:

\$50,361.15

\$50,361.15

Post Design Multiplier 3.35

	RAL FLORIDA EXPRESS	WAY AU	THORITY			WBQ Design & Engineering, Inc.
Project	Number: 253F					CFX Contract No.: 000818
	IPTION: SR 408/SR 417 Ultim	ate Interc	hange (CO	NTRACT A	MENDME	NT NO. 6)
County	,					
			HIGHWAY	TASK LIST		
			Number	Hours	Total	
Task No.	Task Description	Units	of Units	per Unit	Hours	Comments
14	24.1 Pro	e-Bid Activ	rites			
24.1.1	Pre-Bid Meeting	LS			0	
24.1.2	Addendum Preparation	LS			0	
	24.1 Pre-Bid Activ				0	
		est for Infor				
24.2.1	Roadway - MOT	EA	14	4	56	
24.2.2	Drainage	EA			0	
24.2.3	Lighting	EA			0	
24.2.4	ITS	EA	· · · · · · · · · · · · · · · · · · ·		0	
24.2.5	Structures	EA			0	
	24.2 Request for Info	rmation Sul	ototal		56	
	24.3 Shop	Drawing R	Review			
24.3.1	Roadway	EA	4	4	16	
24.3.2	Drainage	EA			0	
24.3.3	Lighting	EA			0	
24.3.4	ITS	EA			0	
24.3.5	Structures	EA		·	0	
	24.3 Shop Drawing H	Review Sub	ototal		16	
	24.4 F	lan Revisio	ons			
24.4.1	Plan Revisions	EA	4	20	80	
24.4.2	As-Built and Record Drawings	LS		· · · · · · · · · · · · · · · · · · ·	0	
	24.4 Plan Revisio	ons Subtota	1		80	
	24.5 Manag	ement and	Meetings			
24.5.1	Coordination	LS	1	15	15	
24.5.2	Field Visits	LS	6	8	48	
24.5.3	Meetings	EA	4	8	32	2 people at 4 hrs
-	24.5 Management and	Meetings S	ubtotal		95	
1					247	

Project 253F Contract No. 000818

### SUPPLEMENTAL AGREEMENT NO. 5

### TO

# AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

## SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS

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

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 14th Day of November 2011, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon: NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S October 20, 2014 correspondence to the AUTHORITY, which is attached hereto and made a part of this Supplemental Agreement.
- 2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary related costs are adjusted upwards by \$30,748.92 to
     \$3,565,078.07.
  - b. Direct Expenses remain unchanged at \$108,894.65.
  - c. The Field Survey costs remain unchanged at \$173,943.53.
  - d. The Subcontract Items remain unchanged at \$1,961,132.54.
  - e. The Allowance is adjusted downward to \$0.
  - f. The total Maximum Limiting Amount remains unchanged at \$5,809,048.79.
- 3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

2

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

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

fills Attest: Assistant Secretary

By:

Director of Procurement

# URS CORPORATION SOUTHERN

Attest: <u>J. J. Jask</u> Print Name: GARFIELD L. FOSTER

By: Hole Title: Vic 1 Co

Approved as to form and execution only.

Hamita beach ?

General Counsel for the AUTHORITY

Z:\253F\Supplemental Agreements\URS-253F - SA5.docx



October 20, 2014

Mr. Glenn Pressimone, P.E. CFX Project Manager Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

### RE: SR 417/SR 408 Ultimate Interchange Improvements CFX Project # 253F Contract # 000818 Contract Amendment No. 3 Request – Additional Information

Dear Glenn:

Per your request, I am providing additional information pertaining to the Contract Amendment No. 3 request.

A summary of the remaining fees on this contract and those being requested for CA No. 3 can be found on the attached CA No. 3 Fee Estimate. In review of the remaining fees to complete the Phase 1 Final plans, URS and WBQ will require addition funds. All other subs will have minor to no additional effort. RS&H does have a moderate amount of work to produce these plans. I have attached their fee estimate to produce the Phase 1 plans which is within their remaining fee.

I have also attached a revised request for Contract Amendment No. 3 Fee estimate which deducts the remaining labor fees for URS and WBQ.

Should you have any questions, please do not hesitate to contact me at (407) 422-0353.

Sincerely, URS Corporation

The Region

Stephen Noppinger, P.E. Project Manager

Enclosures

URS Corporation 315 East Robinson Street, Suite 245 Orlando, FL 32801-1949 Tel: 407.422.0353 Fax: 407.423.2695

us. sa*3 did not
Comment
to be completed within remaining fee.

-

Project 253F Contract No. 000818

18月16日5月125月

#### SUPPLEMENTAL AGREEMENT NO. 4

#### ТО

# AGREEMENT FOR PROFESSIONAL SERVICES

# FINAL DESIGN

### SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS

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

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 14th Day of November 2011, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

1

### NOW, THEREFORE, BE IT RESOLVED THAT:

- The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S August 11, 2015 correspondence to the AUTHORITY, which is attached hereto and made a part of this Supplemental Agreement.
- 2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary related costs are adjusted upwards by \$8,399.56 to
    \$3,534,329.15.
  - b. Direct Expenses remain unchanged at \$108,894.65.
  - c. The Field Survey costs are adjusted downward by \$15,491.27 to \$173,943.53.
  - d. The Subcontract Items are adjusted upward by \$7,091.71 to \$1,961,132.54.
    - WBQ \$2,334.35
    - RS&H \$4,757.36
  - e. The Allowance remains unchanged at \$30,748.92.
  - f. The total Maximum Limiting Amount remains unchanged at \$5,809,048.79.
- 3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for

Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

a ra

By:

Director of Procurement

URS CORPORATION SOUTHERN

Attest: Harriet H. Storms Print Name: Harriet H. Storms

By Title:

STEPHEN NOPPINICER

Approved as to form and execution only.

assiste

General Counsel for the AUTHORITY

P:\253F\Supplemental Agreements\URS-253F - SA4 docx



August 11, 2015

Mr. Glenn Pressimone, P.E. CFX Project Manager Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

### RE: SR 417/SR 408 Ultimate Interchange Improvements CFX Project # 253F Contract # 000818 Contract Amendment No. 4 Request – Bid Set Update - REVISED

Dear Glenn:

This is a request for a zero dollar contract amendment to incorporate the most current CFX design standards within the Bid Set. This effort includes:

- 1. Including shoulder gutter at those locations where only guardrail had been called out. Based on conversations with you and Scott Kamien, only the location along SR 417 (right) from station 460+40 to 467+92.5 will be modified. Other locations are to cost prohibited or are temporary conditions. This item will include the revision of the drainage system, cross sections, plan views, quantities, and drainage structure and sections.
- 2. Revise traffic control plans to reflect change in construction above.
- 3. Include pavement arrow markings at approaches to ramp exits.
- 4. Revised sign panels to include the Toll Shield (yellow/black) on appropriate signs.

Attached is the Fee Estimate for this activity. It is requested that funding from URS survey be reallocated as shown below.

Firm		Contract Amend 4
URS		\$8,399.56
WBQ		\$2,334.35
RS&H		\$4,757.36
	Total	\$15,491.27

Should you have any questions, please do not hesitate to contact me at (407) 422-0353.

Sincerely, URS Corporation

Topping

Stephen Noppinger, P.E. Project Manager

URS Corporation 315 East Robinson Street, Suite 245 Orlando, FL 32801-1949 Tel: 407.422.0353 Fax: 407.423.2695

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY Project Number: 253F

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4)

Adventury of the owner of					SUMMARY FEE	HEET								
SECTION	ACTIVITY MANHOURS	Project Manager	Deputy PM	Senior Engineer	Project Engineer	Engineer	Senior Technician	Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Surveys and Mapping	0	0	0	0	0	0	0	0	0	Ö	0	\$0.00	
	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0:	0	\$0 00	
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Pavement Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
408	Borrow Pits	0	0	0	0	0	0	0	0	0	0	0	\$0,00	
410	Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
412	Roadway Design	2	2	7	11	7	5	3	0	0	0	37	\$1,654 59	
413	Structures Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
414	Drainage Design	2	2	6	11	8	3	1	0	0	0	38	\$1,681.24	\$44.24
415	Roedway Lighting	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
416	Traffic Engineering	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
417 & 418	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
420	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
421	Speical Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0,00	
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	0	0	0	\$0,00	
423	Toll Plazas	0	0	0	0	0	0	ö	0	0	0	0	\$0.00	
424	Post Design Services	0	0	0	0	0	0	0	0	0	0	0	\$0,00	12
700	Administration	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
	TOTAL MANHOURS	4	4	13	22	15	13	4	0	0	0	75		
	WAGE RATES	\$86.24	\$55.36	\$61.78	\$41.40	\$30.11	\$37.92	\$27.72	\$52,16	\$30,80	\$30,80	N/A		
	TOTAL DIRECT COSTS	\$344.96	\$221.44	\$803.14	\$910.80	\$451.65	\$492.96	\$110.88	\$0.00	\$0.00	\$0.00	N/A	\$3,335.83	

Salary Related Costs		
Total Activity Salary Costs		\$3,335.83
Overhead Activities	124.82%	\$4.163.78
Subtotal Salary Related Costs (L	imiting Amount)	\$7,499.61
Operating Margin (Fixed Fee)	12.00%	\$899.95
Expenses		
Direct Reimbursables (Out-of-Pocket)		\$0.00
Permit Fees		\$0.00
Subtotal Expenses (Lump Sum)		\$0.00
Subtotal URS		\$8,399.56
Subconsultants		
WBQ		\$2,334.35
RS&H		\$4,757.36
Subtotal Subconsultants (Limiting	Amount)	\$7,091.71
Fee Estimate for Amendment 4		\$15,491.27

Remaining URS Survey Fee

GRAND TOTAL (Maximum Limiting Amount)

\$15,491.27

URS Corporation

CENTRAL FLORIDA EXPRESSW Project Number: 253F DESCRIPTION: SR 408/SR 417 Ultima Orange County	0.00.0000	acresses.		AMENDME IST	NT NO. 4)		URS Corporation CFX Contract No.: 000818
Governmental Agencies & Public Meetings Section 402 & 409							
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1 Coordination w/ FDOT	LS			N/A	0		
2. Coordination w/ City of Orlando	LS			N/A.	0	12271	
3. Coordination w/ Orange County	LS			N/A	0		
4_ Coordination w/ SJWMD	LS		1	N/A	0	1	
5 FDEP	LS			N/A	0	1	
6. Public Meetings	EA		1.000	N/A	0		
7. Neighborhood Assoc Meetings	EA			N/A	D		
8. Authority Meetings	EA	-		N/A	0		
9. City of Orlando Meetings	EA		1	N/A	0	1	
10. Orange County Meetings	EA			N/A	0		
11. Preparation of Rdway/Bridge Exhibits	EA			N/A	0	5	
12. Other Agency Coordination & Meeting	LS		11	N/A	0		
TOTAL					0		

	Basis	Number	Hours	Number	Total	CADD	
Task	of	of	per	of	Hours	Hours	Remarks
	Estimate	Units	Unit	Sheets :		%	
1. Pre-App Coord with CFX & RS&H	LS	1		N/A	0		
2. Prepare ERP Application	LS			NA	0		
3 RAI Response	LS			N/A	0		
4. Aerial Map	EA			0	0		
5. Prepare Local Permits	LS			N/A	0	and the second second	
6. Landowner Addresses	LS	1		N/A	0		
7. Mitigation Plans	Sheet				0		
SUBTOTAL		1000	1.200	0	0	0	
8. Quality Control	5%	1	N/A	N/A	0		
9. Supervision	5%	1	N/A	N/A	0		
10. Preliminary Field Review	EA	1	0	N/A	0		
11. Agency Field Review	EA	1	0	N/A	Ō		
12. Agency Pre-App Meeting	EA	1	0	N/A	0		and a second second

CENTRAL FLORIDA EXPRESS Project Number: 253F DESCRIPTION: SR 408/SR 417 Ultin Orange Coun	nate Intercha	uge (CO]		MENDME	NT NO. 4)		URS Corporation CFX Contract No.: 000818
1 2 1		HIGHWAY	TASK LI	ST			
Roadway Design							
ection 412	1.8.1						
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1 Typical Section Package	LS	1997 - 1971 1997 - 1971	1.00	N/A	0		
2 Access Management	LS			N/A	0	-	
3. Horizontal /Vertical Master Design Files	LS			N/A	0		
4. Design Variations and Exceptions	LS			N/A	0		
5. Key Man	Sheet			1	0	-	
6. Typical Sections	Sheet			22	0		
7. General Notes	Sheet				0		
8. Summary of Quantities	Sheet	9	0,5	9	5		
9. Project Layout	Sheet				0		
10. Roadway Plans	Sheet	3	2	3	6		
11. Roadway Profiles	Sheet	1	4	1	4		
12. Cross Street Plan-Profile	Sheet				0	-	
13. Special Profiles	Sheet		1		0	-	
14 Interchange Lavout	Sheet				0	T	
15. Intersection Detail	Sheet				0		
16. Ramp Terminal Details	Sheet				0		
17. Misc. Construction Details	Sheet				0		
18. Cross Section Design Files	LS	1	6	N/A	6		
19 Cross Section Pattern	Sheet				0		
20. Roadway Soil Survey	Sheet		-		0		
21. Roadway Cross Sections	EA	8	0.2	8	2		
22. Baseline Control/Curve Data	Sheet				Ũ		
23. Computation Book & Quantities	LS	I	8	N/A	8		
24. Summary of Pay Items	LS	1	2	NVA	2		
SUBTOTAL			1	44	33	0	
25. Quality Control	5%	1	N/A	N/A	2		
26. Supervision	5%	1	N/A		2		
27. Field Reviews	EA			N/A	0	1	
28. Technical Meetings	EA	1	1 2 2 3	N/A	Ō		

CENTRAL FLORIDA EXPRES: Project Number: 253F DESCRIPTION: SR 408/SR 417 Ultin Orange Cour	URS Corporation CFX Contract No.: 000818						
Drainage Design							
ection 414							
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Determine Base Clearance Elev	Per Loc.	0	0	N/A	0		
2. Pond Siting Analysis & Report	Per Basin		1	N/A	0	1	
3. Design of Cross Drains	EA	1	8	N/A	8		Re-examine and revise calculations
4. Design of Roadway Ditches	Ditch/Mile	0.25	20	N/A	5		
5. Design of Outfalls	EA	0	-	N/A	0		
6. Design of Pond	EA			N/A	0		
7. Design of Ditch Treatment	Per System	0	0	N/A	0	-	
8. Design of Flood Plain Comp Area	EA	0	0	N/A	0	10000	
9 Design of Storm Drains	EA	3	3	N/A	9		
10. Optional Culvert Material	LS	0	0	N/A	0		
11. French Drain Systems	Per 1K Ft	0	0	N/A	0		
12. Drainage Wells	EA	0	- 0	N/A	0		
13. Drainage Design Doc Report	LS	-1	8	N/A	8		
14. Bridge Hydraulic Report	EA	0	0	N/A	0		

CENTRAL FLORIDA EXPRESSW Project Number: 253F DESCRIPTION: SR 408/SR 417 Ultimate Orange County	URS Corporation CFX Contract No.: 000818					
Change County						
15. Drainage Map	Sheet	1	2	l	2	
16. Interchange Drainage Map	Sheet	0	D	N/A	0	
17, Summary of Drainage Structures	Sheet	1	2	1	2	
18. Optional Pipe/Culvert Material	Sheet	0	0	N/A	0	
19. Drainage Structure Sheet	ĒA			N/A	0	
20, Misc Drainage Details	Sheet	0	0	N/A	0	
21 Lateral Ditch Plan-Profile	Sheet	0	0	N/A	0	
22 Lateral Ditch Cross Sections	EA	0	0	N/A	0	
23. Retention/Det Pond Details	Sheet			4	0	
24. Pond Cross Sections	EA			7	0	
25. Erosion Control Plan	Sheet	1		0	0	
26. SWPPP	Sheet			0	0	
27 Summary of Pipe Desilting	Sheet		-	1	0	
28. Bridge Deck Spread and Downspout De	LS	0	0	0	0	
SUBTOTAL		-		14	34	
29 Quality Control	5%	1	N/A	N/A	2	
30 Supervision	5%	1	N/A	N/A	2	
31. Field Reviews	EA			N/A	0	
32. Technical Meetings	EA	-		N/A	0	
TOTAL				14	38	0

CENTRAL FLORIDA EXPRESS Project Number: 253F DESCRIPTION: SR 408/SR 417 Ultim Orange Count		URS Corporation CFX Contract No.: 000818					
And Annual Prototon		HIGHWA	Y TASK LI	ST			
Roadway Lighting Section 415							
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Lighting Justification Report	EA			N/A	0		1
2. Voltage Drop Calculations	LS			N/A	0		Analysis and Voltage drop calculations for both feeder and branch circuits for Phase I.
3. Reference & Master Design Files	LS			N/A	0		Updating master Lighting design file to reflect Phase I design.
<ol><li>Temporary Lighting Analysis</li></ol>	LS			N/A	0	1	
5. Design Documentation	LS			N/A	0		documentation on a CD ROM and providing with all Cad files for final submittal package. Includes hours for new lighting photometrics and print- our
6. Key Sheet	Sheet			0	0		Revise Key with new sheet numbers remove OOCEA reference, update CF7 board members.
7. Summary of Pay Items	Sheet	1 mar 1 mar 1		0	0	-	
8. Tabulation of Quantities	Sheet			0	0		Revise and edit
9. General Notes/Pay Item Notes	Sheet			0	0	1.1.1.1	Revise and edit
10. Pole Data	Sheet			0	0	-	Nemo ve and reerise pore only laores to
11. Service Point Details	Sheet			0	0		Revise per Phase I design plus new detail
12. Project Layout	Sheet			0	0		NA
13. Plan Sheet	Sheet			0	0		Revise per Phase I design.
14. Special Details	Sheet		7 - T	0	0		Ramp Flashing Beacon modification
15. Temporary Lighting Data & Detail	Sheet			0	0		NA
SUBTOTAL	June 1			0	0		0
16. Quality Control	5%	1		N/A	0	2	
17. Supervision	5%	1	N/A	NA	0	-	
18. Field Review	EA		E SAN	NA	0		1 Field Visit - 1 person/8hrs.
19. Coordination with Utility Company	LS	1		N/A	0	1.00	
TOTAL				0	0		0

ENTRAL FLORIDA EXPRESSWAY AUTHORITY oject Number: 253F SCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4) Orange County HIGHWAY TASK LIST									
Cost Estimates Section 420									
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks		
1. Initial Setup	LS	C. C		N/A	0	1			
2 30% Construction Cost Est.	LS			NA	0				
3 60% Construction Cost Est	LS			N/A	0				
4. 90% Construction Cost Est.	LS			NA	0				
<ol><li>100% Construction Cost Est.</li></ol>	LS			N/A	0	1.			
6. Pre-Bid Construction Cost Est.	LS		10001	N/A	0	1			
7. Final Construction Cost Est.	LS			N/A	0				
SUBTOTAL			10	0	0	0			
6. Quality Control	5%	1	N/A	N/A	0	17			
7. Supervision	5%	1	N/A	N/A	0				
TOTAL				0	0	0			

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1 Roadway	LS		-	N/A	0		
2. Drainage	LS			N/A	0		
3. Structures	LS			N/A	0		
4. Signing & Pavement Marking	LS		4 1	N/A	0		
5. Signalization/FON	LS			N/A	0		
SUBTOTAL				0	0	0	
6. Quality Control	5%	1	N/A	N/A	0		
7 Supervision	5%	1	N/A	N/A	0		
TOTAL	_			0	0	0	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY Project Number: 253F DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4) Orange County HIGHWAY TASK LIST							
Fiber Optic Network (FON) Section 422							
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. ITS Analysis	LS			N/A	0		
2, Communications Plan Analysis	LS			N/A	0		
3 Lightning Protection Analysis	LS		10	N/A			
4. Power Subsystem	LS			N/A	0		
5. Voltage Drop Calculations	LS	-		N/A	0		1
6 Design Documentation	LS	1.000		N/A	0	-	
7. Existing ITS System	LS			N/A	0		
8. Queue Analysis	LS	-	-	N/A	0		
9. Reference and Master ITS Design File	LS			N/A	0		
10. Reference and Master Communications Design File	LS			N/A	0		
11. Pole Elevation Analysis	LS			N/A	0		
12 Sign Panel Design Analysis	LS		-	N/A	0		
13 Quantities	LS	1.2.1			0		
14. Cost Estimate	-		-	N/A	0	12	
15 Technical Special Provisions				N/A	0	0.00	
16. Other ITS Analysis	-	-	-	N/A	0	-	
17. Key Sheet	Sheet			0	0		
19. Tabulation of Quantities	Sheet			0	0		
20. General Notes	Sheet			0	0	1	
21. Project Layout	Sheet			0	Ū		
22. Typical and Special Details	Sheet			0	0		

ENTRAL FLORIDA EXPRESSWAY AUTHORITY URS Corpor roject Number: 253F CFX Contract ESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4) Orange County HIGHWAY TASK LIST									
23. Plan Sheet	Sheet		1 0	0	1				
24. ITS Communications Plans	Sheet	12	0						
25. Fiber Optic Splice Diagrams	EA		0	0					
26. Lightning Protection Plans	EA		0						
27. Cross Sections	EA		0	0					
28. Guide Sign Work Sheet	ÊA		0						
29. Speical Service Point Details	EA		0	0					
30. Strain Pole Schedule	PI		0	0					
31.Overhead / Cantilever Sign Structures	EA		0	0					
32, Other Overhead Sign Structures (Long Span, Monotube, etc.)	EA	- 11-	0	0					
33. Temporary FON	EA		0	0					
34. Interim Standards	LS	Ĭ.	0						
SUBTOTAL			0	0					
35 Quality Control	5%	1 1	I/A N/A	0					
36. Supervision	5%	1 1	I/A N/A	0					
37. Power Company Coord	LS		N/A	0					
38. Technical Meetings	EA	10	N/A	0	-				
39. Field Review	EA		N/A	0					
TOTAL			0	0					

	ORLANDO-ORANGE COUNTY E Project Number: 253F DESCRIPTION: SR 408/SR 417 Ultima												BQ Design & Er TEA Contract No	-
	and the second sec				SUMMARY FEE SH	EET (SUBCONSUL	TANT - WBO)							
DNTRACT	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	and the second se	Engineer		Cierical	Sr. Surveyor	Surveyor & Mapper	Survey Techniclan	Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	G INAPPED	() () () () () () () () () () () () () (	0	NI ANIMOUTS	\$0.00	
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Surveys and Mapping	0	0	0	0	D	0	0	0	0	0	0	\$0 00	
	Geotechnical Investigation	0	a a	0	0	0	a	D	0	0	0	0	\$0.00	
	Contamination Impact Analysis	0	0	0	Ð	0.	0	0	0	0	0	0	\$0.00	
407	Pavement Design	0	0	0	0	D	0	a	0	D	0	0	\$0 00	
	Borrow Pits	0	0	0	0	0	0	D	ő	0	0	0	\$0.00	
	Environmental Permas	0	Ŭ.	0	0	0	0	3	o l	0	0	0	\$0.00	
411	Utilities	0	0	0	0	0	0	0	0	0	0		\$0.00	
412	Roadway Design	0	8	0	0	0	0	0	0	0			50 00	
413	Structures Design	P	0	0	0	.0	6	0	0	0	0	0	\$0,00	
414	Drainage Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
415	Roadway Lighting	0	0	0	0	0	o	0	ő	0	0	0	\$0,00	
416	Traffic Engineering	1	2	5	4	4	0	0	0	0	0	16	\$697 78	
17 & 418	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	0	0.	0	00,02	
419	Right-of-Way Surveys	0	0	0	Ø	0	0	0	0	0	0	0	\$0.00	
	Cost Estimates	0	0	0	.0	0	0	ò	0	0	0	.0	\$0,00	
421	Speical Provisions and Specifications	Û	0	0	0	0	0	Ð	0	0	0	0	\$0.00	
422	Fiber Optic Network (FON)	0	0	0	0	0	ũ.	D	0	0	0	0	\$0.00	
	Toli Plazas	0	0	0	0	0	0	0	0	0	0	0	00 02	
	Post Design Services	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
700	Administration	0	0	0	0	0	٥	0	0	0	0	:0	\$0.00	
	TOTAL MANHOURS	1	2	5	4	4	D	0	0	0	0	16	\$697.78	\$43.
	WAGE RATES	\$86.99	\$63.13	548.05	\$33.17	\$27.90	\$0.00	\$73.24	\$0.00	\$0,00	\$0.00	N/A	N/A	
	TOTAL DIRECT COSTS	\$86.99	\$126.26	\$240.25	\$132,68	\$111.60	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$697.78	

Salary Related Costs		
Total Activity Salary Costs		\$697.78
Overhead Activities	\$1,458.64	
Subtotal Salary Related Costs (Li	\$2,156.42	
Operating Margin (Fixed Fee)	25.50% **	\$177.93
**(Equivalent Lump Sum for Operating	Margin 8.26%)	
Expenses		
Direct Reimbursables (Out-of-Pocket)		\$0.00
Permit Fees		\$0.00
Subtotal Expenses (Lump Sum)		\$0.00
Subconsultants		
		\$0.00
Subtotal Subconsultants (Limiting A	Amount)	\$0.00
WBQ TOTAL (Maximum Limiting Am	ount)	<b>\$2,3</b> 34.35

7/14/2015

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Traffic Data Collection	LS	0	0	N/A	0		
2. TCP Design Analysis	LS	0	0	N/A	0		
3. Temp Drainage Analysis	LS	0	0	N/A	0		
4. Master TCP Design Files	LS	0	0	N/A	0		
4. TCP Cross Sections (x-sections)	Sheet	4	0.25	1	1		
5. General Notes/Const. Sequence	Sheet	1	1	1	1		
<ul><li>6 MOT Details</li><li>7 Tabulation of Quantities &amp; Cost Est.</li></ul>	Sheet Sheet	0	0	0	0		
8. TCP Plan Sheets	Sheet	4	3	4	12		
9. Phase Layout Detail	Sheet	0	0	0	0		
10. Temporary Signal	Sheet			0	0		
1 Detour Routing	LS	0	0	0	0	:::::::::	
13. Quality Control	5%	1	N/A	N/A	1	tatata tata	
14. Supervision	5%	1	N/A	N/A	1		
15. Bi-Weekly OOCEA meetings	LS	0	0	N/A	0	1	
16. Field Review	LS	0	0	N/A	0		
17. Coordination w/ City & County 18. Design Documentation	LS	0	0	N/A N/A	0		

California.

	Update S&PM Plans to Current CFX Stand													
					SUMMARY FEE	SHEET								
SECTION	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Engineer Designer	Engineering	Roadway Technician	Clerical	Sr. Surveyor	Surveyor & Manper	Survey Technician	Total Manhours	Total Cost	Avg. Rate
	Governmental Agencies & Public Meetings				- Martin				- Contract	100000	TCOMACUM 1	Minimutis 1	(,iist	Rate
	Preliminary Design Report-Review													
	Surveys and Mapping													
	Gentechnical Investigation													
	Contamination Impact Analysis													
	Pavement Design												1	
	Borrow Pits												1	
	Environmental Permits													
	Utilities													
	Roadway Design													
	Structures Design Drainage Design													
	Roadway Lighting													
	Traffic Engineering													
	Signal & Pavt Marking Plans		0		18					1.1				
	Right-of-Way Surveys	ןי ן	0		6,6	18	0	0	0,	0	0	40	\$1,505 78	\$37.64
	Cost Estimates													
	Speical Provisions and Specifications													
	Fiber Optic Network (FON)	1 1												
	Toll Plazas													
424	Post Design Services													
700	Administration									in the second se				
	TOTAL MANHOURS	4	9	0	15	18	0	0	0	0	0	40	\$1,505,78	\$37.64
	WAGE RATES	\$69.32	\$67.37	\$57.44	\$39.33	\$28.92	\$9.00	\$22.04	\$0.00	\$0.00	\$0,00			
	TOTAL DIRECT COSTS	\$277,28	\$0,00	\$0,00	\$707.94	\$520.56	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00		\$1,505.78	

Salary Related Costs		
Total Activity Salary Costs		\$1,505.78
Overhead Activities	187.94%	\$2,829.96
Subtotal Salary Related Costs (Li	imiting Amount)	\$4,335.74
Operating Margin (Fixed Fee)	28.00%	\$421.62
Expenses		
Direct Reimbursables (Out-of-Pocket)		\$0.00
Permit Fees		\$0.00
Subtotal Expenses (Lump Sum)		\$0.00
GRAND TOTAL (Maximum Limiting	Amount)	\$4,757.36

#### Project Activity 20: Signing and Pavement Marking Plans

#### Estimator: Gonzalez, R

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20 1	Key Sheet		Sheet	0	0	0	0	
20 2	Summary of Pay Items Including TRNS+Port Input		LS	0	0		0	
20 3	Tabulation of Quantities		LS	1	6		6	Update summary of quantities based on requested revisions
20 4	General Notes/Pay item Notes		Sheet	0	0		0	
20 5	Project Layout		Sheet	0	0	- H	0	
20.6	Plan Sheel		LS	1	24		24	Update plans to change from PPRT to Thermoplastic
20.7	Typical Details		EA	1	4		4	Update Pavement Markings (Arrows approaching ramps)
20 8	Guide Sign Worksheet(s)		EA	1	4		4	Overlays for TM2 Route Shields
20 9	Traffic Monitoring Site		ÉA	0	0		0	
20,10	Cross Sections		EA	0	0		0	
20,11	Special Service Point Details		EA	0	0		0	
20 12	2 Special Details		LS	0	0		0	
20 13	Interim Standards		LS	0	0	1	0	
	Signir	ng and Paveme	nt Marking	Plans Techn	ical Subtotal	0	38	
20 14	Quality Assurance/Quality Control		LS	%	5%		2	
20 15	Supervision		LS	%	0%		0	
		20. Signin	g and Pave	ement Marking	Plans Total	0	40	

## **CONSENT AGENDA ITEM**

#8

#### **MEMORANDUM**

TO: Authority Board Members FROM: Claude Miller Director of

September 25, 2015

RE:

DATE:

Authorization to Advertise for Letters of Interest for Miscellaneous Design Consultant Services Contract No. 001161

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide Miscellaneous Design Consultant Services. We have identified these services and resulting contract as appropriate for our Small Sustainable Business Enterprise (SSBE) program. Only those firms who are registered with the Authority for SSBE status will be allowed to participate.

Selection of the firm will proceed in accordance with the approved Procurement Policy and Procedures. A final ranking of the firms will be presented to the Board for approval and authorization to enter into fee negotiations in ranked order. Upon completion of negotiations, an Agreement with the successful firm will be entered with a not-to-exceed amount.

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Services provided under the contract will be on an as-needed basis for miscellaneous design projects and will include preparation of plans and specifications for various roadway, bridge and toll plaza projects identified by the Authority.

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## **CONSENT AGENDA ITEM**

**#9** 

## **MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller Director of Procurement

DATE: September 22, 2015

RE: Authorization to Advertise for Construction Bids for Installation of Single Line Dynamic Message Sign (DMS) Upgrades Contract No. 001159; Project No. 599-525

Board authorization is requested to advertise for construction bids to install systemwide upgrades of single line dynamic message signs. The signs are located above the express tolling lanes at the Authority's mainline toll plazas. Construction will also include installation of ITS cabinet enclosure upgrades and ITS field communications equipment at various toll plaza locations.

# **CONSENT AGENDA ITEM**

#10

### **MEMORANDUM**

TO:	Board Members Central Florida Expressway Authority
FROM:	Lisa Lumbard, Chief Financial Officer
DATE:	September 21, 2015
RE:	Disposal of Inventory

\_\_\_\_\_

Staff requests authorization to dispose of equipment that is either broken or obsolete to CFX using the services of Gideon Auction House or Southeastern Data.

Purchase Date/Estimated Purchase Date	ltem		t/Estimated t per each	Quantity	Extended	Tag
		cos	t per each	Quantity	<b>Total</b> \$	number
3/97	Three Color OOCEA sign-that was hanging in the lobby of the CFX building	\$	3,575.00	1	ې 3,575.00	2744
2005	Server-used to generate real-time and historical reports for the E-Pass call center	\$	6,600.00	1	\$ 6,600.00	NA
1/09	Server-development server for E-Pass website	\$	7,670.00	1	\$ 7,670.00	6131
1/09	Server-webserver for E-Pass website	\$	3,937.00	1	\$ 3,937.00	6132
1/10	Server-payment server for E-Pass website	\$	4,888.15	1	\$ 4,888.15	6117
1/10	Server-webserver for E-Pass website	\$	4,348.14	1	\$ 4,348.14	6118
1/10	Server-development server for E-Pass website	\$	3,375.74	1	\$ 3,375.74	6225
1/10	Appliance-a security device for checking credentials for thos logging on to the CFX network via the virtual private network	\$	2,325.00	2	\$ 4,650.00	6519 & 6543
*NA	KVM Switch-connects one monitor/console to multiple servers	\$	1,126.18	1	\$ 1,126.18	NA
**NA	3Com Switch -connects servers to the network	\$	2,500.00	1	\$ 2,500.00	NA

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## **CONSENT AGENDA ITEM**

#11



## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

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

DATE: September 22, 2015

RE: Pinel & Carpenter, Inc., Second Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

Approval is sought from the Central Florida Expressway Authority Board for the attached Second Agreement for Appraisal Services by Pinel & Carpenter, Inc., ("Appraiser") to perform appraisal services and litigation support services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

#### **BACKGROUND/DESCRIPTION**

On May 9, 2013, the Appraiser entered into an Agreement to provide pre-litigation, litigation appraisal and expert witness services for the Wekiva Parkway Project with a limit of \$200,000. This Agreement was amended by the First Addendum, dated March 5, 2014 (adding an additional \$150,000), and the Second Addendum, dated November 13, 2014 (adding an additional \$200,000). The attached Second Agreement will replace the original Agreement and its two Addenda to comply with the restriction prohibiting issuance of Addenda after two (2) years from the effective date of the original Agreement contained in paragraph 6.1 "Term of Agreement."

The appraiser is within the projected budget of \$510,000 for all appraisal reports for the 27 assigned parcels, plus post-order of taking expert witness litigation services, as set forth in the October 23, 2014 memorandum to this committee. The appraiser has completed all appraisal reports for 19 parcels or 57 appraisal reports (first offer appraisal report, updated appraisal report for Order of Taking hearing, updated appraisal report for date of deposit/post-OT). Additionally, the appraiser has completed two of the three appraisal reports for the remaining 9 parcels or 18 appraisal reports, with 9 date of deposit reports to completed post OT. Furthermore, the appraiser

was assigned 1 additional parcel to provide appraisal/expert witness services since the initial budget project in October of 2014. Upon completion of the 9 date of deposit/updated reports, that will conclude all appraisal work for order of taking purposes. The remaining work to be provided by the appraiser includes expert witness and litigation support services, which includes rebuttal reports, depositions testimony, trial preparation and expert witness testimony at trial. Several of the parcels assigned to Pinel & Carpenter are set for trial in the next 90 days. Accordingly, this request for a second agreement is to allow the appraiser to continue to support the CFX for trial preparation and as an expert witness post order of taking. Approval of the attached Second Agreement with an upset amount of \$200,000.00 is requested to allow the Appraiser to continue to provide consultation, appraisal and litigation services for completion of the Wekiva Parkway Project. All invoices submitted pursuant to the Second Agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

The Right-of-Way Committee has recommended approval of the Second Agreement for Appraisal Services with Pinel & Carpenter, Inc., to the CFX Board.

#### **REQUESTED ACTION**

It is respectfully requested that the CFX Board approve of the terms of the Second Agreement for Appraisal Services and authorize execution of the Second Agreement in the amount of \$200,000.00 to allow continuation of services by Pinel & Carpenter, Inc., related to anticipated litigation costs for the Wekiva Parkway Project.

#### ATTACHMENT

Second Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

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## SECOND AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206

#### WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

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

WHEREAS, the Central Florida Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Second Agreement;

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

## ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

#### 1.1 Pre-Condemnation Consultation Services

If requested by the Client, the Appraiser agrees to provide pre-condemnation consultation services and advice regarding the effect of any proposed taking and any such other advice, as requested. Payment for such pre-condemnation consultation services shall be made in accordance with the compensation schedule set forth in **Exhibit A**, or for a negotiated flat fee.

#### **1.2** Appraisal Services

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Appraiser of Record leaves the Appraiser's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver six (6) color copies and one (1) electronic version of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Appraiser shall commence work on the appraisal report(s) immediately and shall perform the work in the most expeditious manner and shall complete the appraisal report(s) within this timeframe, which the Appraiser acknowledges is reasonable. Upon the request from the Client, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

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

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

### 1.3 Litigation Support Services

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

#### 1.4 Subconsultants

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

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

## 1.5 Appraiser's Standards of Performance

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

## 1.6 Appraiser's Obligation to Correct Errors or Omissions

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

#### 1.7 Non-Exclusive Rights

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

#### **1.8** Appraiser's Compliance with Laws and Regulations

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

#### 1.9 Appraiser is not Client's Agent

The Appraiser is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Appraiser is not authorized to act as the agent of the 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 Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Appraiser shall not be entitled to any anticipated profit as a result of the reduced scope of services.

## ARTICLE 2- TIME

2.1 The date for commencement of the Pre-condemnation Consultation Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Appraisal Services (described in Article 1.2) is the effective date of each Addendum for service. The date for commencement of the Litigation Support Services (described in Article 1.3) is the date such services are required by the Client.

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

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

2.4 No extensions of time shall be granted unless in writing and approved by the Client's Representative. Any requests for extensions shall be in writing explaining in

detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

#### **ARTICLE 3– PAYMENT**

## 3.1 When Payment is to be Made by the Client

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client only after payment by the Central Florida Expressway Authority is received by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser. The Appraiser acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Appraiser'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 Appraiser shall be paid for all precondemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A**, or for a negotiated flat fee, within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

## 3.3 Compensation Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for satisfactorily performed appraisal services set forth in each Addendum to this Agreement, for each parcel appraised hereunder in accordance with the compensation schedule set forth on **Exhibit A**, or for a negotiated flat fee. No payment shall be made for appraisal services until after the receipt of the appraisal report(s) by the Client. Once a final appraisal report(s) has been provided to the Client, invoices for appraisal services shall be paid within forty-five (45) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with **Exhibit A**, or the negotiated flat fee, for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the

property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

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

## 3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, or the negotiated flat fee, within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

#### 3.5 Invoices

The Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment to the Client and then Client shall forward the payment to the Appraiser as provided herein.

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

#### 3.6 Right to Withhold Payment

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

### 3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand and NO/100 Dollars (\$200,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Two Hundred Thousand and NO/100 Dollars (\$200,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

## **ARTICLE 4– LIQUIDATED DAMAGES**

## 4.1 Appraisal Reports

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

## 4.2 Responses, Modifications, or Corrections

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

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

#### **ARTICLE 5 - RECORDS**

### 5.1 Maintenance of Records

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

#### 5.2 Records Availability and Audit

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

## ARTICLE 6- TERM OF AGREEMENT AND TERMINATION

#### 6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. The Client can elect to extend the Agreement by exercising up to three additional extensions.

#### 6.2 Termination

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

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

#### **ARTICLE 7- CONFIDENTIALITY**

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

### **ARTICLE 8- MISCELLANEOUS PROVISIONS**

#### 8.1 Notices

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

#### 8.2 Change of Address

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

#### 8.3 Jurisdiction

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

#### 8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

#### 8.5 Transfers and Assignments

The Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no

reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Appraiser, and their respective successors and assigns.

#### 8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the 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 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 Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the 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 appraisal report(s) prepared hereunder.

## 8.11 Appraiser Contractual Authorization

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

[The remainder of this page intentionally left blank]

[Signatures on Following Pages]

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

## **SHUTTS & BOWEN LLP**

By:

Witness Signature

Printed Name

Attest:

Witness Signature

Printed Name

David A. Shontz, Esq.

Legal Counsel to the Central Florida Expressway Authority

## PINEL & CARPENTER, INC.

Witness Signature

By:

Walter Carpenter

Printed Name

Witness Signature

Printed Name

[Wekiva Parkway Projects #429-202, 429-203, 429-204, 429-205 & 429-206]

#### EXHIBIT A

#### Client's Representative

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

## **Appraiser's Representative**

Walter Carpenter Pinel & Carpenter, Inc. 824 North Highland Avenue Orlando, Florida 32803

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

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

MAI/Partner Senior Staff Appraiser Associate Appraiser Researcher Staff \$275/hr. \$150 to \$200/hr. \$110 to \$140/hr. \$80/hr.

ORLDOCS 14204275 2

## **CONSENT AGENDA ITEM**

#12



## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

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

DATE: September 22, 2015

RE: Durrance & Associates, P.A., Second Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

Approval is sought from the Central Florida Expressway Authority Board for the attached Second Agreement for Appraisal Services by Durrance & Associates, P.A. ("Appraiser") to perform appraisal services and litigation support services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

### **BACKGROUND/DESCRIPTION**

On May 9, 2013, the Appraiser entered into an Agreement to provide pre-litigation and litigation appraisal services for the Wekiva Parkway Project with a limit of \$200,000. This Agreement was amended by the First Addendum, dated August 14, 2014 (adding an additional \$150,000). The attached Second Agreement will replace the original Agreement and its August 14, 2014 Addendum to comply with the restriction prohibiting issuance of Addenda after two (2) years from the effective date of the original Agreement contained in paragraph 6.1 "Term of Agreement."

The appraiser is within the projected budget of \$350,000 for all appraisal reports for the 15 assigned parcels, plus post-order of taking expert witness litigation services. The appraiser has completed all appraisal reports for 13 parcels or 39 appraisal reports (first offer appraisal report, updated appraisal report for Order of Taking hearing, updated appraisal report for date of deposit/post-OT). Additionally, the appraiser has completed two of three appraisal reports for the remaining 2 parcels or 4 appraisal reports, with 2 date of deposit reports to be completed post OT. Upon completion of the 2 date of deposit/updated reports, that will conclude all appraisal work for order of taking purposes. The remaining work to be provided by the appraiser includes expert witness and litigation support services, which includes rebuttal reports, deposition testimony, trial

preparation and expert witness testimony at trial. Several of the parcels assigned to Durance & Associates are set for trial over the coming 12 months. Accordingly, this request for a second agreement is to allow the appraiser to continue to support the CFX for trial preparation and as an expert witness post order of taking. Recommendation for approval of the attached Second Agreement with an upset amount of \$200,000.00 is requested to allow the Appraiser to continue to provide consultation, appraisal and litigation services for completion of the Wekiva Parkway Project. All invoices submitted pursuant to the Second Agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

The Right-of-Way Committee has recommended approval of the Second Agreement for Appraisal Services with Durrance & Associates, P.A., to the CFX Board.

#### **REQUESTED ACTION**

It is respectfully requested that the CFX Board approval of the terms of the Second Agreement for Appraisal Services and authorize execution of the Second Agreement in the amount of \$200,000.00 to allow continuation of services by Durrance & Associates, P.A., related to anticipated litigation costs for the Wekiva Parkway Project.

#### ATTACHMENT

Second Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 14237884 1

## SECOND AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206

THIS SECOND AGREEMENT is effective this day of 2015, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Durrance & Associates, P.A. ("Appraiser"), whose business address is 300 South Hyde Park Avenue, Suite 201, Tampa, Florida 33606.

#### WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

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

WHEREAS, the Central Florida Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Second Agreement;

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

## ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

#### 1.1 Pre-Condemnation Consultation Services

If requested by the Client, the Appraiser agrees to provide pre-condemnation consultation services and advice regarding the effect of any proposed taking and any such other advice, as requested. Payment for such pre-condemnation consultation services shall be made in accordance with the compensation schedule set forth in **Exhibit A**, or for a negotiated flat fee.

#### **1.2** Appraisal Services

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Appraiser of Record leaves the Appraiser's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver six (6) color copies and one (1) electronic version of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Appraiser shall commence work on the appraisal report(s) immediately and shall perform the work in the most expeditious manner and shall complete the appraisal report(s) within this timeframe, which the Appraiser acknowledges is reasonable. Upon the request from the Client, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

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

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

## 1.3 Litigation Support Services

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

#### 1.4 Subconsultants

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

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

#### 1.5 Appraiser's Standards of Performance

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

#### 1.6 Appraiser's Obligation to Correct Errors or Omissions

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

#### 1.7 Non-Exclusive Rights

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

## 1.8 Appraiser's Compliance with Laws and Regulations

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

## 1.9 Appraiser is not Client's Agent

The Appraiser is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Appraiser is not authorized to act as the agent of the 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 Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser will be paid in accordance with the compensation schedule set forth in the attached **Exhibit A** for any time spent in connection with the reduced services. The Appraiser shall not be entitled to any anticipated profit as a result of the reduced scope of services.

## **ARTICLE 2- TIME**

**2.1** The date for commencement of the Pre-condemnation Consultation Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Appraisal Services (described in Article 1.2) is the effective date of each Addendum for service. The date for commencement of the Litigation Support Services (described in Article 1.3) is the date such services are required by the Client.

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

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

2.4 No extensions of time shall be granted unless in writing and approved by the Client's Representative. Any requests for extensions shall be in writing explaining in

detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

## **ARTICLE 3– PAYMENT**

## 3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client only after payment by the Central Florida Expressway Authority is received by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser. The Appraiser acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Appraiser'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 Appraiser shall be paid for all precondemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A**, or for a negotiated flat fee, within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

## 3.3 Compensation Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for satisfactorily performed appraisal services set forth in each Addendum to this Agreement, for each parcel appraised hereunder in accordance with the compensation schedule set forth on **Exhibit A**, or for a negotiated flat fee. No payment shall be made for appraisal services until after the receipt of the appraisal report(s) by the Client. Once a final appraisal report(s) has been provided to the Client, invoices for appraisal services shall be paid within forty-five (45) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with **Exhibit A**, or the negotiated flat fee, for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the

property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

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

## 3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, or the negotiated flat fee, within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

#### 3.5 Invoices

The Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment to the Client and then Client shall forward the payment to the Appraiser as provided herein.

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

## 3.6 Right to Withhold Payment

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

## **3.7** Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand and NO/100 Dollars (\$200,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Two Hundred Thousand and NO/100 Dollars (\$200,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

#### **ARTICLE 4– LIQUIDATED DAMAGES**

#### 4.1 Appraisal Reports

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

## 4.2 Responses, Modifications, or Corrections

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

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

## **ARTICLE 5 - RECORDS**

## 5.1 Maintenance of Records

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

## 5.2 Records Availability and Audit

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

## ARTICLE 6- TERM OF AGREEMENT AND TERMINATION

#### 6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. The Client can elect to extend the Agreement by exercising up to three additional extensions.

## 6.2 Termination

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

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

## **ARTICLE 7- CONFIDENTIALITY**

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

## **ARTICLE 8- MISCELLANEOUS PROVISIONS**

## 8.1 Notices

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

## 8.2 Change of Address

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

#### 8.3 Jurisdiction

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

#### 8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

## 8.5 Transfers and Assignments

The Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no

reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Appraiser, and their respective successors and assigns.

## 8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the 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 Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the 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 appraisal report(s) prepared hereunder.

## 8.11 Appraiser Contractual Authorization

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

[The remainder of this page intentionally left blank]

[Signatures on Following Pages]

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

## SHUTTS & BOWEN LLP

Witness Signature

By: David A. Shontz, Esq.

Printed Name

Attest:

Witness Signature

Printed Name

## **DURRANCE & ASSOCIATES, P.A.**

Legal Counsel to the Central Florida Expressway Authority

By:

Chad G. Durrance, President

Printed Name

Witness Signature

Witness Signature

Printed Name

[Wekiva Parkway Projects #429-202, 429-203, 429-204, 429-205 & 429-206]

## EXHIBIT A

## **Client's Representative**

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

## **Appraiser's Representative**

Chad G. Durrance, President Durrance & Associates, P.A. 300 South Hyde Park Avenue, Suite 201 Tampa, Florida 33606

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

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

Principal	\$215/hr.
Senior Appraiser	\$190/hr.
Associate Appraiser	\$145/hr.
Researcher Staff	\$95/hr.

ORLDOCS 14204318 2

# **CONSENT AGENDA ITEM**

#13

MATEER HARBERT, P.A. 225 East Robinson Street, Ste. 600 Orlando, Florida 32801 Telephone (407) 425-9044 Facsimile (407) 423-2016

#### **MEMORANDUM**

		17
To:	The Board of the Central Florida Expressway Authority	11
From:	M: Jay W. Small, Right of Way Counsel Jay W. Mateer Harbert, P.A.	4//
DATE:	E: September 22, 2015	

RE: S.R. 528 Multi-Modal Corridor, Project 528-1240; Parcels 108/708; Purchase Agreement

Mateer Harbert, P.A., right of way counsel, submits the attached real estate purchase agreement and requests that the Board of the Central Florida Expressway Authority ("CFX") execute the agreement to purchase Parcels 108/708 for the construction of the S.R. 528 Multimodal Corridor in Orange County, Project 528-1240.

The agreement is for the acquisition of right of way for the construction of a multimodal corridor from east of Orlando International Airport to the Orange/Brevard County line, including an intercity rail line to be constructed and maintained by All Aboard Florida, Inc. ("AAF").

## **Description and Background**

Parcels 108 Part A and B and Parcel 708 comprise a partial taking of 3.37 acres from an abbreviated parent tract containing approximately 20.02 acres. The property was appraised by Woodward S. Hanson of Hanson Real Estate Advisors, Inc. Mr. Hanson opined to a value of \$330,890.00 for the land and improvements taken and a cost to cure, the basis for the initial written offer.

An existing retention pond will be affected by the taking. Eastern portions of the parent tract are located within compensating flood plain areas and wetlands. The initial offer was based on acquiring Parcel 108, containing about 2.56 acres, in fee simple and Parcel 808 containing about .81 acres, as a permanent slope easement. Parcel 808 extended along the north side of the retention pond on the remainder of the property.

Neo Land, LLC, made a counter-offer of \$660,194.80, exclusive of attorneys' fees and costs. It contended that the property's parent tract was worth \$3,250,000.00, based on a recent sale of the property, versus the amount estimated by CFX's appraiser, \$2,032,500.00. CFX's appraisal of the parent tract was lower than the property's assessed value of \$2,639,115.00.

The negotiated agreement changes the original acquisition. While there are legitimate justifications for CFX's estimate of value of the parent tract, the owner contended that parcel 808 was tantamount to a fee taking because it would have no remaining rights to use the servient estate. During negotiations, the owner agreed to convert Parcel 808 to a fee simple acquisition. Former Parcel 808 is now identified in the agreement as Parcel 108 B. During construction, the owner's retention pond has to be drained. Under the agreement, the owner will convey a long term temporary construction easement, Parcel 708, over the entire pond to allow it to be drained and so that construction machinery can circulate around the pond. Parcel 708 has no legal description and is identified conceptually by a sketch.

Subject to Board approval, we have negotiated an agreement to purchase the needed property for \$530,000.00, inclusive of attorneys' fees and costs. The owner's counsel will obtain an attorney's fee of \$30,000.00, approximately \$25,800.00 lower than the statutory attorneys' fee allowable under Chapter 73, <u>Fla. Stat.</u> (2015). This agreement will result in CFX avoiding additional fees and costs for its right of way counsel, avoids the risk of not acquiring title to the property in a timely manner, and avoids the potential liability for payment of additional attorneys' fees and costs for the owner. It will also will secure title to the one remaining parcel of property needed for the AAF project ahead of schedule. These changes to the acquisition will afford AAF and CFX greater flexibility during the construction phase of the project.

## **Requested Action**

The owner's representative is physically located in Turkey, and he has signed the agreement without a notary. The agreement will be completely executed before the Board meeting. Right of way counsel requests that the Board approve the attached agreement for the acquisition of Parcels 108/708 in the amount of \$530,000.00.

## Attachment

Real Estate Purchase Agreement for Parcels 108/708

4832-9403-7032, v. 1

#### PARCEL NO. 108/708 PROJECT 528-1240 S.R. 528 Multi-Modal Corridor

#### REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is inade and entered into this  $f_{ab}$  day of  $f_{ab} = f_{ab} = f_{$ 

#### WITNESETH

WHEREAS, Owner is the fee simple owner of a certain parcel of real property located in Orange County, Florida (the "Property"), being more particularly described in <u>Exhibit "A"</u> attached hereto and incorporated herein by this reference; and

WHEREAS, the Authority desires to acquire the Property as right of way for future construction and maintenance of a Multi-Modal corridor along S.R. 528 and/or related facilities ("Project"), or for other appropriate and legally authorized uses, and the Authority is required by law to furnish same for such purpose; and

WHEREAS, the Authority desires to purchase from Owner the fee simple interest and a temporary construction easement in the Property; and

WHEREAS, Owner, under threat of condomnation, desires to sell to the Authority and the Authority desires to purchase from Owner the Property upon the terms and conditions herein below set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Authority to Owner, the threat of the condemnation of the Property by 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 Owner hereby covenant and agree as follows:

1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.

 Agreement to Buy and Sell. Owner, under threat of condemnation, agrees to sell to the Authority and the Authority agrees to purchase from Owner the Property in the manner and upon the terms and conditions hereinbolow set forth in this Agreement.

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3. <u>Purchase Price</u>. The total Property to be purchased from Owner is three and 37/100ths acres (3.37) acres, more or less, and includes any and all site improvements (the "Property"). The Authority shall pay Owner for the Property and costs the sum of Pive Hundred Thousand and 00/00 Dollars (\$500,000.00), and Thirty Thousand and 00/100 Dollars (\$30,000.00), as and for reasonable attorneys' fees (the "Purchase Price") which Purchase Price shall be paid by the Authority to Owner at Closing. The Purchase Price shall be paid by wire transfer of funds directly to the Kosto & Rotella, P.A. trust account as attorneys for Owner, subject to appropriate credits, adjustments and prorations as hereinbelow provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and/or any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement, including, without limitation, severance damages to Owner's remaining property, business damages, consequential damages, any other damages whatsoever, together with interest, if any.

#### 4, Authority's Right of Inspection,

Right of Inspection. The Authority shall at all times prior to the scheduled (a) date of Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which the Authority, In its discretion, deems necessary or desirable to determine the suitability of the Property for its intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. The Authority may, in its sole discretion and at its sole cost and expense, have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or fedoral law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). The Authority may obtain a hazardous waste report prepared by a registered engineer, which report, if obtained, shall be satisfactory to the Authority in its sole discretion. In the event the Authority determines that said report is not satisfactory, the Authority may terminate this Agreement, both parties thereby being relieved of all further obligations hereunder, other than obligations which, by the express terms of this Agreement, survive the Closing or the termination of this Agreement.

(b) <u>Termination</u>. In the event Authority elects to exercise its right to terminate this Agreement pursuant to the provisions of Section 4(a) hereof, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 11 hereof) prior to the then-scheduled date of Closing.

(c) Indemnification. Subject to limitations provided in Statute 768.28, Florida Statutes, Authority hereby agrees to indemnify and hold harmless Owner against all claims,

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demands, and llabilities, including but not limited to attorneys' fees, or non-payment of services rendered to or for Authority, or damages or injuries to persons or property, or the Property, arising out of Authority's inspection of the Property, and not resulting from the wrongful acts or omissions of Owner or Owner's agents. Notwithstanding anything to the contrary set forth in this Agreement, the agreement to indemnify and hold Owner harmless in this Section 4(c) shall survive the Closing or any earlier termination of this Agreement as provided herein. The grant of indemnity in this Section shall include all actions undertaken by Authority or Authority's employees, agents, or consultants. In the event Authority terminates this Agreement during the inspection period Authority shall repair any damage to the Property resulting from Purchaser's inspection activities. In the event this Agreement is not terminated pursuant to the preceding provisions of this Section 4, as to all of Authority's access to and inspections of the Property occurring subsequent to the expiration of the time period for inspection and prior to the Closing the preceding provisions of this Section 4, including the indemnification provisions, shall remain in full force and effect, and shall survive the termination of this Agreement.

Evidence of Title, Within fifteen (15) days of the Effective Date of this 5. Agreement, the Authority shall, at the Authority's sole cost and expense, obtain, and provide to Owner, a commitment from Pirst American Title Insurance Company for a policy of Owner's Title Insurance (the "Commitment"). Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. The Commitment shall bind the title company to deliver to the Authority a policy of Owner's Title Insurance which shall insure the Authority's title to the Property in an amount equal to the Purchase Price, The Authority shall have Ten (10) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to the Authority. Owner shall have thirty (30) days from receipt of notice of the title defect within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, the Authority shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owners agree that it will, if title is found to be unmarketable or otherwise unacceptable to the Authority, use its best efforts to correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at the Authority's option. Those matters set forth on Exhibit "B" attached hereto and incorporated herein by reference, together with title exceptions listed in the Commitment and accepted in writing by the Authority, shall be deemed and collectively referred to herein as the "Permitted Exceptions". Authority shall take title to the Property subject to the Permitted Exceptions. At Closing, the Authority shall pay the premium for the Owner's Title Insurance Policy to be issued.

6. <u>Survey</u>. The Authority shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to the Authority and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Any survey exceptions or matters not acceptable to the Authority shall be treated as title exceptions. The surveyor shall provide certified legal descriptions and sketches of said descriptions delineating

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the Property into various portions of right of way and the legal descriptions will be included in the deed as an additional description of the Property conveyed by Owners.

## 7. Closing Date and Closing Procedures and Requirements.

(a) <u>Closing Date</u>. The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on or before sixty (60) days after the Effective Date or such earlier date selected by the Authority by providing not less than ten (10) days' written notice to Owner (the "Closing Date"), at the offices of the Authority, or the Authority's attorney, or any other place which is mutually acceptable to the parties.

(b) <u>Conveyance of Title</u>. At the Closing, Owner shall execute and deliver to the Authority a Special Warranty Deed, in the form and content attached hereto as <u>Exhibit "C"</u> and incorporated herein by reference, conveying fee simple marketable record title to the Property to the Authority, free and clear of all liens, general and special assessments, casements, reservations, restrictions and encumbrances whatsoever except for Permitted Exceptions and other title exceptions to which Authority has not objected or which Authority has agreed to accept subject to pursuant to Sections 5. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Owner, such mortgage, lien or encumbrance shall, at the Authority's election, be satisfied and paid with the proceeds of the Purchase Price.

(c) <u>Temporary Construction</u> Basement. At the Closing, Owner shall execute and deliver to the Authority a Temporary Construction Basement over the portion of the existing water retention area and abutting berm width that is not within the Property being acquired in fee by the Authority, in the form and content attached hereto as <u>Exhibit "D."</u> If Owner, its contractors, agents, successors or assigns modify the shape of the retention pond prior to commencement of construction of the Project, then the Temporary Construction Basement shape shall follow the modified pond shape and berm width.

(d) <u>Conveyance of Possession</u>. This shall transfer as of the Closing Date and, on or before said Closing Date, Owner shall abandon and vacate the Property and shall remove all personal property not included in this transaction that Owner Intends to remove from the Property and for which the Authority has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to the Authority at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions in <u>Exhibit "B,"</u> or by separate agreement of the parties entered into prior to the Closing. Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and the Authority will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(c) <u>Prorating of Taxes and Assessments</u>. Owner shall pay all taxes, assessments and charges applicable to the Property for the period of time prior to the Closing date. All such taxes, assessments and charges shall be prorated as of the Closing date. At Closing, Owner will pay to the Authority or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the

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Orange County Property Appraiser, the Orange County Tax Collector and/or other applicable governmental authority.

(f) <u>Closing Costs</u>. The Authority shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Statutory Warranty Deed delivered to the Authority hercunder, if any, relating to the purchase and sale of the Property; (ii) the cost of recording the Statutory Warranty Deed delivered hereunder; (iii) all costs pertaining to the title commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by the Authority, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the Property; should the Authority desire to obtain a title insurance policy on the Property; (iv) all of the costs and expension associated with the Survey, should the Authority desire to obtain a Survey. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Orange County, Florida.

(g) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA), an appropriate resolution authorizing the Owner to engage in the transaction, and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, limited liability company, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a Beneficial Interest Affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as <u>Exhibit "E"</u>).

8. <u>Maintenance of Property</u>. From and after the date hereof and until physical possession of the Property has been delivered to the Authority, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.

9. <u>Warranties and Representations of Owners</u>. To induce the Authority to enter into this Agreement and to purchase the Property, Owners, in addition to the other representations and warranties set forth herein, make the following representations and warranties, each of which is material and is being relied upon by the Authority and shall survive Closing;

(a) That Owners own fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and

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encumbrances, and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, unless such action has been commenced by the Authority.

(c) Owners have the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Owners hereunder.

(d) Owners have no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions; rights-of-way or easements which may affect the Property or any portion or portions thereof, and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(a) Owners have no knowledge that the Property has ever been used by previous owners and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances. Owners have no knowledge of the Property having ever contained nor does it now contain either asbestos, PCB or other toxic materials, whether used in construction or stored on the Property, and Owners have not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U. S. Government concerning any intentional or unintentional action or omission on Owners' part which had resulted in the releasing, spliling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances. Owners have no knowledge of any release of Hazardous Substances or notice of violation of any environmental law related to such operation.

(f) Owners have no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct the Authority's use of the Property.

(g) Owners have no knowledge of any Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which Owners or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any invostigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(h) No person, firm or other legal entity other than the Authority has any right or option whatsoever to acquire the Property or any portion or thereof or any interest therein.

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(i) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owners of any provision of any agreement or other instrument to which Owners are a party or to which Owners may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owners.

(j) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement; and will be true and correct as of the Closing Date.

(k) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which Owners have knowledge, Owners will immediately disclose same to the Authority when such knowledge is first available to Owners; and in the event of any change which may be deemed by the Authority to be materially adverse, the Authority may, at its election, terminate this Agreement.

#### 10. Defaults.

(a) <u>Owner Default</u>. In the event that: (i) any of Owner's representations and warranties contained herein are not true and correct, or (ii) Owner fails to perform in any of Owner's covenants and agreements contained herein within the time performance specified herein; Authority may exercise the following rights and remedies: (i) Authority shall have the right to terminate this Agreement, in which event the obligations of the parties under this Agreement shall be terminated (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement) and this Agreement shall be null and void; or (ii) pursue an action for specific performance of this Agreement against Owner (Authority acknowledges it has waived any right to pursue an action for damages against Owner, in the event of a default by Owner); provided, however, that nothing contained in this subsection shall limit or prevent the Authority from exercising its power of eminent domain to acquire, by condemnation, title to the Property.

(b) <u>Authority Default</u>. In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, Owner, in its sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at faw and in equily, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

11. <u>Notices</u>. 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, transmitted electronically (i.e., by telecopier device) 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

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Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Authority:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director Telephone; (407) 690-5000 Pacsimile: (407) 690-5011

CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel Telephone: (407) 690-5000 Facsimile: (407) 690-5011

With a copy to:

Jay W. Small MATEER HARBERT, P.A. 225 East Robinson Street, Ste. 600 Orlando, Florida 32801 Télephone (407) 425-9044 Facsimile (407) 423-2016

Owner:

NEO LAND, LLC 1031 W. Morse Blvd., Suite 350 Winter Park, Florida 32789

With a copy to: Lawrence M. Kosto KOSTO & ROTELLA, P.A. 619 East Washington Street Orlando, Plorida 32801 Telephone (407) 425-3456 Facsimile (407) 423-9002

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.

12. <u>General Provisions</u>. 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. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such

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amondment is in writing and executed by Owner 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 an original, 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. Owner 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. The parties hereto agree that the exclusive 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 BVERY PROVISION HEREOF.

13. <u>Survival of Provisions</u>. Other than as specified to the contrary in Section 10 above, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

14. <u>Severability</u>. 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.

15. <u>Attorneys' Fees</u>. 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.

16; <u>Waiver of Jury Trial</u>. OWNER AND THE AUTHORITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

17. <u>Radon Gas</u>. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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18. Conditional Acceptance. Owners hereby acknowledge and agree that the Authority's execution hereof and acceptance of the terms and provisions hereof constitute a conditional acceptance and agreement. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and agreed that, pursuant to Section 119.07(6)(n), Florida Statutes, as amended from time to time, this Agreement shall be subject to the final approval and acceptance by the Authority's Board, in its sole discretion, and shall be accepted or rejected by said Board on or before ninety-five (95) days after the Effective Date of this Agreement (the "Acceptance Date"). In the event of Acceptance, the Authority shall notify Owners in writing within fifteen (15) days after the Board meeting at which the Agreement was accepted by executing and delivering the Notice of Approval and Acceptance in the form attached hereto as Exhibit "F". Provided this Agreement is timely accepted by the Authority, this Agreement shall continue in full force and effect, subject to the terms and provisions hereof. In the event the Authority shall fail to accept this Agreement on or before the Acceptance Date, this Agreement shall be deemed rejected. If this Agreement is rejected or deemed rejected by the Authority, this Agreement shall automatically be null and vold and of no further force or effect and the parties shall be released from all further obligations and liabilities hereunder. Owner hereby expressly acknowledges and agrees that Owners have made and entered into this Agreement in consideration of the Authority's covenant to conditionally accept this Agreement subject to final acceptance by the Authority, in its sole discretion, in accordance with the terms, and conditions herein set forth.

19. Design, Location and Funding Disclosure. In accordance with Section' 5-5,025 of the Central Florida Expressway Authority Property Acquisition & Disposition Procedures Manual, Owner acknowledges that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; (ii) funding has not been completed for the subject project; and (iii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources. Nothing included in this Section, including acknowledgement that funding has not as of the Effective Date of this Agreement been completed and that funding may be by a bond issue or other sources, shall operate to extend the scheduled date of Closing, or any other timeline dates in this Agreement.

20. Effective 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 Owner executes this Agreement.

21. Release of Authority. By execution of this Agreement, Owner acknowledges and agrees that as of the date of Owner's execution and delivery of the deed, Owner shall thereby remise, release, acquit, satisfy, and forever discharge the Authority, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against the Authority, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Owner's conveyance of the Property to the Authority or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner's remaining property, or other severance damages to Owner's remaining property, business damages, consequential damages, or any other damages, all from the beginning of the

Page 10 of 33

world to the day thereof. A covenant shall be contained in the deed acknowledging Owner's agreement to the foregoing, in which event if there is any conflict between the terms of the covenant and the deed and the terms of this Section, the terms of the covenant in the deed shall control.

22. <u>Not an Offer</u>. Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

23. <u>Indemnifications Regarding Brokers, Finders, Etc.</u> Owner represents and warrants to Authority, and Authority likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to Authority, and each Party hereto agree to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in defending against any claims atising from or pertaining to any other broketage commission, fees, costs, or other expenses which may be claimed by any broket, sales person or entity arising out of any actions of Authority (as to the indemnity obligations of Authority) or arising out of any actions of Owner (as to the indemnity obligations of Owner).

24. <u>Governing Law</u>. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Orange County, Florida.

25. <u>Walver/Time</u>. The walver of any breach of any provision hereunder by Authority or Owner shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or federal holidays.

26. <u>Representation by Counsel</u>. Authority and Seller are both represented in this transaction by counsel. This Agreement shall not be construed more or less favorably against either party, regardless of which party may be deemed the drafter hereof.

27. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same Agreement.

#### THE NEXT PAGE IS THE SIGNATURE PAGE

Page 11 of 33

IN WITNESS WHEREOF, the partles hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:

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## "OWNER"

aller 1.	NEO LAND, LLC, a Florida Limited Liability Corporation WASI & AMOIN By:
Print Name ESTN HIZAC-	Kadir Aydih, as Authorized Member
Print Name:	Date: 15th September, 2015
WITNESSES:	"AUTHORITY"
Print Name: Emin Venningente	CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida
Print Name	By: Printed Name: Title: Dato:
	APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:
	MATEER & HARBERT, P.A.
	By:
	Date:
RECEIVED AND REVIEWED BY THE O GENERAL COUNSEL, CENTRAL FLOR EXPRESSWAY AUTHORITY:	
By: General Counsel	

Date:

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# SCHEDULE OF EXHIBITS

1

A	Legal Description - The Property
B	Schedule - Permitted Exceptions
C	Porm - Special Warranty Deed
D	Temporary Construction Basement
E	Form - Beneficial Interest Affidavit
F	Notice of Approval and Acceptance

1

station was his days on

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## EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY

Project 528-1240 Parcel No.: 108

Part A

A parcel of land lying in Section 31 Township 23 South, Range 32 Hast, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL, 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of Sinte Rond 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89'33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00'26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82'58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run. South 09'08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" West, along said exist line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" West, along said west line of said existing south Limited Access Right of Way line, intence run North 52'04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13,96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing south Limited Access Right of Way line, a distance of 13,96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing North 58'43'23" East, an arc distance of 464.34 feet; thence run South 89'33'17" Bast, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feat to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-ofway property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.56 acres, more or less.

Together, with

Part B

The following described property:

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK – PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89'33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00'26'43" West, along the east line of said Lot 3, a distance of 97.77 feet; thence run South 82'58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09'08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" Bast, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16'31'17" West, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89'33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00'26'43" West, a distance of 80.00 feet; thence run North 89'33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way

Page 14 of 33

line, thence run North 30°44'53" Bast, along sald west line and said existing south Limited Access Right of Way line, distance of 77.87 feet; thence run North 52'04'38" West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89'33'17" East, a distance of 439.97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

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Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-ofway property which may otherwise accrue to any property adjoining said right-of-way.

Page 15 of 33

# EXHIBIT "B"

# PERMITTED EXCEPTIONS Neo Land

NONE

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Page 16 of 33

#### EXHIBIT "C"

#### FORM - SPECIAL WARRANTY DEED

Project 528-1240 Parcel 108

This deed has been executed and delivored under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein and is not subject to documentary stamp tax. See, Department of Rovenue Rules 12B 4.013(4) and 12B 4.014(14), F.A.C; and see, Florida Department of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993)

#### SPECIAL WARRANTY DEED

WITNESSETH that said Grantor, for and in consideration of the sum of Ton Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's helrs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

Parcel Identification No.: 31-23-32-3859-00-030

(1) A set of the se

## SEE ATTACHED EXHIBIT "A" (the "Property")

TOGETHER WITH all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

SUBJECT TO those exceptions listed on <u>EXHIBIT "B"</u> altached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

SUBJECT TO as the ad valorem and real estate taxes for the calendar year 2015 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

Page 17 of 33

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, frespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Granter; hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES: Print Name:

Print Name:

NEO LAND, LLC, a Florida Limited Liability Corporation

By:

Printed Name: KAOIR AYDIN Title: AUTHORIZED MEMBER Date: 16 Mu Control Control

Page 18 of 33

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a Florida li	mited liabil	Ity corporat	ion, the			. du
behalf of the	Company.	He / She is p	dersonally known to me did not take an oath.	e or has pro	duced	

(Signature of Notary Public)

(Typed name of Notary Public) Notary Public, State of Florida Commission No.: My commission expires:

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Páge 19 of 33

#### Exhibit "A" to Special Warranty Deed

Project 528-1240 Parcel No.1 108

#### Part A

A parcel of land lying in Section 31 Township 23 South, Range 32 Bast, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of sald plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange: thence nin North 89'32'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00'26'43" West, along the cast line of stild Lot 3, a distance of 27.77 feet; thence run South 82'58'53" West, along the cast line of said Lot 3, a distance of 15.13 feet; thence run South 09'08'54" Bast, along the cast line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" Bast, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'54" West, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" Bast, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'26'38" West, along said Lot 3, a distance of 37.30 feet; thence run South 16'31'17" West, a distance of 596/23 feet to the west line of said Lot 3, a distance of access Right of Way line; thence run North 52'04'38" West, along said west line and said existing south Limited Access Right of Way line; thence run North 52'04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the are of said curve, along and weat line and said oxisting south Limited Access Right of 39.49 feet, a central angle of 41'36'10", a chord length of 454.20 feet bearing North 58'43'23" East, an are distance of 464'34 feet; thence run South 89'33'17" Hast, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-ofway property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.56 acres, more or less.

Together, with

Part B

#### The following described property:

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89'33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00'26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82'58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09'08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16'31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence tun South 00'26'43" West, a distance of 80.00 feet; thence run North 89'33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30'44'53" East, along said west line and said existing south Limited Access Right of Way line; thence run North 30'44'53" East, along said west line and said existing south Limited Access Right of Way line; thence run North 30'44'53" East, along said west line and said existing south Limited Access Right of Way line; thence run North 30'44'53" East, along said west line and said existing south Limited Access Right of Way line; thence run North 30'44'53" East, along said west line and said existing south Limited Access Right of Way line; thence run North 30'44'53" East, along said west line and said existing south Limited Access Right of Way

Page 20 of 33

line, distance of 77.87 feet; thence run North 52'04'38" West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89'33'17" East, a distance of 439.97 feet to the Point of Beginning:

Containing 0.81 acres, more or less,

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-ofway property which may otherwise accrue to any property adjoining said right-of-way.

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#### EXHIBIT "D"

Project 528-1240 Parcel 708

## TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made effective as of this day of 2015, by NEO LAND, LLC, Florida Limited 8 Company, whose address is (the "Grantor"), for the benefit of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, FL 32807, its successors and assigns, and any future owner or easement holder constructing the AAF Railroad, as defined herein, (the "Grantee"),

#### RECITALS:

WHEREAS, Grantee was created by Part III, Chapter 348, Florida Statutes, and charged with constructing, holding, improving, maintaining and operating a tolled road network in Orange County, Florida, known as the Central Florida Expressway Authority System (the "System"); and

WHEREAS, the Authority desires to acquire the Property as right of way for future construction and maintenance of a Multi-Modal corridor along S.R. 528 and/or related facilities ("Project"), or for other appropriate and legally authorized uses, and the Authority is required by law to furnish same for such purpose; and

WHEREAS, Grantor is the fee simple owner of certain real property located in Orange County, Florida, more particularly depicted on Exhibit "A," attached hereto and incorporated herein by reference (the "Temporary Construction Easement Area"), which Temporary Construction Easement Area is located at or adjacent to the Project; and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive temporary construction easement over, under, upon and through the Temporary Construction Basement Area, all in accordance with the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Grantor does hereby covenant and agree as follows:

I. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement.

2. <u>Grant of Temporary Construction Easement</u>. Grantor hereby grants, bargains, sells, conveys and declares a non-exclusive temporary construction easement for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors,

Page 22 of 33

subcontractors, independent contractors, and licensees (the "Temporary Construction Easement") over, under, upon and through the Temporary Construction Easement Area.

Purpose of Temporary Construction Easement. The purpose of the Temporary 3. Construction Basement shall be to permit Grantee, through itself, its employees, agents, contractors, subcontractors, and independent contractors, to enter upon the Temporary Construction Easement Area to access and construct the Project and as is otherwise necessary or convenient to construct the Project, including, without limitation, the construction, placement, repair, renovation, replacement, any other improvements associated with the Project and to drain Grantor's existing retention pond together with the privileges and rights herein granted. For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions reasonably interfering with the location, construction, and maintenance of the Project and, as necessary or convenient, of Importing fill or changing the grade within the casement area, provided Grantee restores such grade prior to the expiration or termination of this easement. To the extent permitted by law and subject to any applicable sovereign immunity, the Grantee shall indemnify and hold harmless the Grantor from and any against any and all damage or loss arising out of the construction activities of the Grantes and/or its contractors, agents and assigns within the Temporary Construction. Easement Area. The Grantor further grants to Grantee the reasonable right to enter upon the adjoining lands of the Orantor for the purposes of exercising the rights herein granted. By way of clarification, Grantor acknowledges that it may reconfigure or modify its existing retention pond before the Project is constructed. Exhibit "A" depicts the general location of the existing retention pond. It is the intent of this Easement that the Temporary Construction Easement Area shall mean the pond and berin width in existence at the time of Project construction.

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4. <u>Incidental Rights</u>. The Temporary Construction Easement herein granted and conveyed by the Grantor to the Grantee shall specifically include, but shall not be limited to, the right of Grantee, its employees, agents, contractors, subcontractors, and independent contractors: (a) to patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the improvements consistent with the terms of this Agreement; (b) to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the Project; (c) to enter onto any portion of Grantor's real property necessary for Grantee to exercise the rights granted in this Agreement, upon reasonable notice to Grantor; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Temporary Construction Easement for the purposes described above and in furtherance of the provisions set forth herein.

5. Use of Temporary Construction Easement Area. The Temporary Construction Easement is non-exclusive, and nothing in this Indenture shall limit Grantor's present or future use of the Temporary Construction Easement Area, including, without limitation, the Grantor's development and construction of improvements of any type thereon or the further reduction or change in grading of the retention pond that is located on the Temporary Construction Easement Areas; provided, however, the Grantee may not change the grade of the Temporary Construction Easement Area in any manner or make any other modifications to the Temporary Construction Easement Area that negatively impacts the integrity and functionality of the Project or any other improvements associated therewith. Grantor may reconfigure the subject

Page 23 of 33

retention pond, and accordingly the Grantor agrees to diligently pursue any and all necessary permit modifications with the Army Corps of Engineers and/or S. Florida Water Management District or other actions necessary to obtain and/or maintain compliance with such permits within the bounds of Grantor's property.

6. <u>Term of Easement</u>. The term of the casement granted herein shall begin on the date first written above and end on the earlier of December 31, 2026 or five (5) years from the date that Grantee commences construction of the anticipated improvements on Grantee's adjoining land.

7. <u>Governing Lawr Venue</u>. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Orange County, Florida!

8. <u>Covenants Run With the Land</u>. The Temporary Construction Easement granted herein and any other terms and conditions of this Indenture are hereby declared and shall hereinafter be deemed to be covenants running with the Temporary Construction Easement Area and shall be binding upon and inure to the benefit of Grantor and Grantee, and each of their heirs, administrators, executors, personal representatives, successors and assigns.

9. <u>Grantor's Representations and Covenants</u>. Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the Temporary Construction Easement Area, (b) that Grantor has full right and lawful authority to grant and convey the easements, rights and privileges described herein to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of said easements, rights and privileges described herein to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of said easements, rights and privileges described herein, and (d) that Grantor shall obtain the joinder and consent of any mortgage or lien encumbering the Temporary Construction Easement Area. Grantor covenants not to interfere with the Project or any other improvements or activities associated therewith, now existing or in the future, nor allow any use or uses that will prevent or unreasonably restrict Grantee's ingress and egress to the Temporary Construction Easement Area as described herein, or otherwise impair Grantee's enjoyment of the rights granted horein.

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10. <u>Recording</u>. This Agreement shall be recorded in the Public Records of Orange County, Florida, at the Grantee's sole cost and expense.

#### [SIGNATURE(S) ON FOLLOWING PAGE(S)]

Page 24 of 33

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the date and year first written above.

WITNESSES:	"OWNER" NEO LAND, LLC, a Fibrida Limited Liability Corporation
Print Name: Con 1-112AL	By: ATDIAL Print Name: KADLE ATDIAL Its: _AUTHORIZED_MEMARX
Print Name: Emin Derningcille	15th, Splenber 2015
STATE OF	

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(Signature of Notary Public).

(Typed name of Notary Public) Notary Public, State of Florida Commission No.: My commission expires:

Page 25 of 33

#### JOINDER AND CONSENT OF MORTGAGEE

The undersigned, FIRST COMMERCIAL BANK OF FLORIDA, as the holder and owner of that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded in Official Records Book 8963, Page 4367, Public Records of Orange County, Florida (the "Mortgage"), does hereby join and consent to the preceding, Temporary Construction Agreement given by NEO LAND, LLC, a Florida Limited Liability Corporation in favor of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politie and corporate, and an agency of the state, under the laws of the State of Florida.

#### FIRST COMMERICAL BANK OF FLORIDA

Byt			1
Printed Name:		 	
Title	Chan	 Com New	

STATE OF \_\_\_\_\_

which be direction and

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The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015, by \_\_\_\_\_\_\_ as \_\_\_\_\_\_ of First Commercial Bank of Florida. He / She is personally known to me or has produced \_\_\_\_\_\_\_ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public) Notary Public, State of Florida Commission No.; \_\_\_\_\_\_ My commission expires; \_\_\_\_\_\_

Page 26 of 33

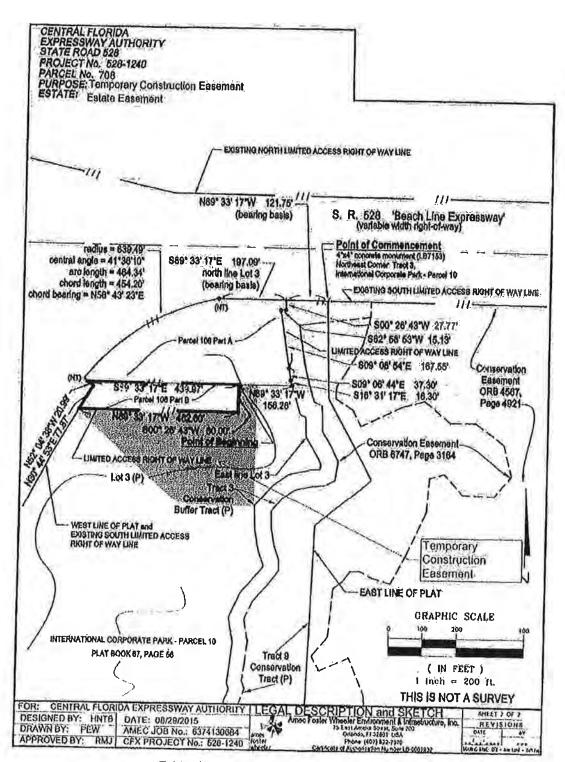


Exhibit "A" to Temporary Construction Easement

#### EXHIBIT "E"

#### DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: \_\_\_\_\_, Chairman, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, under the laws of the State of Florida

#### FROM: NEO LAND, LLC, a Florida Limited Corporation

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SUBJECT: Project 528-1240, Parcel 108/708 as more particularly described in Exhibit "A" attached hereto and the Temporary Construction Easement depicted on Exhibit "B" attached hereto (hereinafter the "Property")

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2015 is as follows:

Name	Address	Percentage of Ownership
A second second second	An and a second s	

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

#### [SIGNATURE AND NOTARY ON NEXT PAGE]

Page 28 of 33

SELLER .

NEO LAND, LLC, a Florida Limited Liability Corporation By:\_\_\_\_\_\_\_ Printed Name:\_\_KADIE\_AYOUN Title: AUTHORIZED\_MEMBER Date:\_\_\_\_\_\_RM\_September\_2015

STATE OF \_\_\_\_\_\_

(Signature of Notary Public)

(Typed name of Notary Public) Notary Public, State of Florida Commission No.; \_\_\_\_\_ My commission expires:\_\_\_\_\_

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## Exhibit "A" to Disclosures of Interests in Real Property

Project 528-1240 Parcel No.: 108

Part A

10.41 10.1 10.000

A parcel of land lying in Section 31 Township 23 South, Range 32 Bast, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commience at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89'33'17" West, along said existing south Elmited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00'26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82'58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09'08'54" Hast, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'44" East, along the west line of said plat and said existing south Limited Access Right of Way line; thence run North 52'04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeesterly along the are of said curve, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeesterly along the are of said curve, along said west line and said existing south Limited Access Right of 639.49 feet, a contrial angle of 41'36'10", a chord length of 454.20 feet bearing North 58'43'23" Bast, an are distance of 464.34 feet; thence run

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-ofway property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.56 acres, more or less.

Together, with

Part B

The following described property

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK – PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Read 528 per Orlande Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89'33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00'26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82'58'53" West, along the east line of said Lot 3, a distance run South 09'08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09'06'd4" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16'31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence run South 00'26'43" West, a distance of 80.00 feet; thence run North 89'33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30'44'53" Bast, along stid west line and said existing south Limited Access Right of Way line; thence run North 30'44'53" Bast, along stid west line and said existing south Limited Access Right of Way

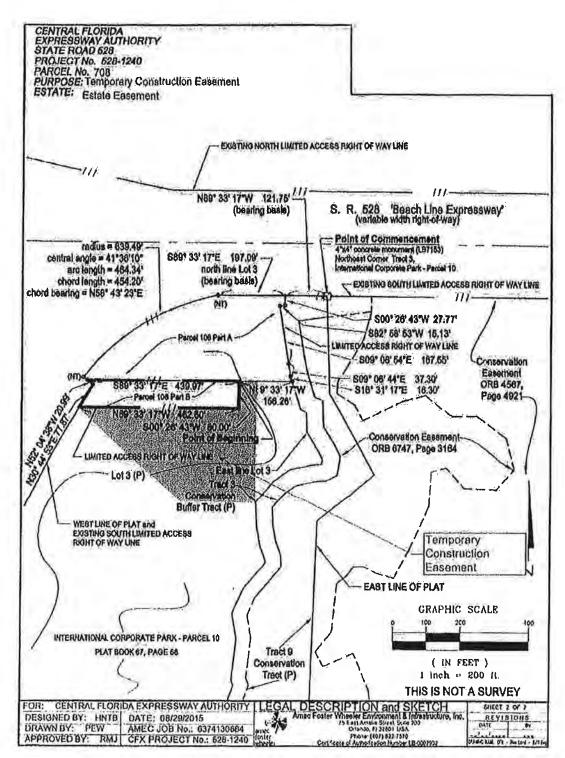
Page 30 of 33

line, distance of 77.87 feet; thence run North 52'04'38" West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89'33'17" East, a distance of 439,97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-ofway property which may otherwise accrue to any property adjoining said right-of-way,

Page 31 of 33



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Exhibit "B" to Disclosures of Interests in real Property

#### EXHIBIT "F"

#### NOTICE OF APPROVAL AND ACCEPTANCE

Pursuant to the terms and conditions of Section 119.07(3)(n), Florida Statutes, the Central Florida Expressway Authority, a body politic and corporate and an agency of the state, under the laws of the State of Florida ("Authority"), on the day and date set forth hereinbelow has duly approved and accepted that certain Real Estate Purchase Agreement dated 2015, by and between NEO LAND, LLC, a Florida Limited Liability Corporation, and the Authority.

#### "AUTHORITY"

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

By:		1.72
By: Printed Name:		- Andrew Start
Title:	1 - M	ALC: NO. OF THE OWNER.
Date:	1000	

STATE OF FLORIDA COUNTY OF ORANGE

met på hjelt som stor förd datt a fra somalla

(Signature of Notary Public)

(Typed name of Notary Public) Notary Public, State of Florida Commission No. My commission expires:

4830-7509-8664, 9. 1

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# **CONSENT AGENDA ITEM**

#14

#### **MEMORANDUM**

TO: Authority Board Members FROM: Claude Miller Director of Pro DATE: September 22, 2015

RE: Approval of Contract Renewal with Broad & Cassel for Bond Counsel Services Contract No. 000816

Board approval is requested for the second and final renewal of the referenced contract with Broad & Cassel, in the amount of \$325,000.00. The renewal period will be from November 1, 2015, to October 31, 2016.

The services to be provided under the renewal will include consulting with Authority officers and staff concerning all legal questions relating to the incurrence of debt; preparing all indentures, resolutions and other instruments authorizing and securing bonds or other indebtedness of the Authority and required in connection with their issuance; preparing and reviewing all documentation required for bond sales and closings; preparing all documents required in connection with the validation of bonds by the Authority; legal services related to all matters affecting the administration and collection of revenues involved with, or available for, financial undertakings by the Authority.

#### Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000816

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8<sup>th</sup> day of October, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Broad & Cassel, hereinafter called "Counsel"

#### WITNESSETH

WHEREAS, the Authority and Counsel entered into a Contract Agreement (the "Original Agreement") dated September 30, 2011, whereby the Authority retained Counsel to provide bond counsel services; and

WHEREAS, pursuant to Article 8 of the Original Agreement, Authority and Counsel 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 Counsel agree to a second renewal of said Original Agreement beginning the 1<sup>st</sup> day of November, 2015, and ending the 31<sup>st</sup> day of October, 2016, for the amount of \$325,000.00.

Counsel states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending October 31, 2015, Counsel 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 31, 2015.

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

**BROAD & CASSEL** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:\_\_\_\_\_ Authorized Signature BY:\_\_

Director of Procurement

Title:\_\_\_\_\_

ATTEST:\_\_\_\_\_(SEAL)

Secretary or Notary If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

AGREEMENT	
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## ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AND BROAD AND CASSEL

## BOND COUNSEL SERVICES CONTRACT NO. 000816

## CONTRACT DATE: SEPTEMBER 30, 2011 CONTRACT AMOUNT: \$257,500.00



## ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

### AGREEMENT FOR BOND COUNSEL SERVICES

#### CONTRACT NO. 000816

September 2011

Members of the Board

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

and the second s

## **Executive Director**

Michael Snyder, P.E.

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EXHIBIT "B" – FEE SCHEDULE	B-1
TECHNICAL PROPOSAL	TP-1 to TP-25

#### AGREEMENT BOND COUNSEL SERVICES CONTRACT NO. 000816

THIS AGREEMENT ("Agreement") is entered into as of September 30, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("AUTHORITY"), and BROAD AND CASSEL ("COUNSEL").

#### WITNESSETH:

WHEREAS, the AUTHORITY desires to retain the services of competent and qualified legal counsel to serve as the AUTHORITY's bond counsel for the issuance of revenue bonds and other debt instruments which may be required from time to time to finance additions and improvements to the Expressway System and to refund outstanding indebtedness;

WHEREAS, on July 22, 2011, the AUTHORITY issued a Request for Proposals for Bond Counsel services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on August 31, 2011, and the recommendation of the Finance Committee at its meeting held on September 21, 2011, the Governing Board of the AUTHORITY at its meeting held on September 28, 2011, selected COUNSEL to serve as Bond Counsel;

WHEREAS, COUNSEL, in the course of the selection process, expressed its commitment to the AUTHORITY to associate itself with the law firm of KnoxSeaton as Co-Bond Counsel ("CO-COUNSEL"), which contractual arrangement will be between COUNSEL and CO-COUNSEL separate from this Agreement; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to the AUTHORITY according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the AUTHORITY and COUNSEL agree as follows:

SECTION 1. SERVICES. The AUTHORITY does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to AUTHORITY financial matters, including, but not limited to, bond financing and re-financing and as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A." SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.

(a) Although the AUTHORITY currently anticipates using the services of COUNSEL, the AUTHORITY provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide the AUTHORITY under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. The AUTHORITY designates the AUTHORITY's General Counsel or Chief Financial Officer as the AUTHORITY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define the AUTHORITY's policy and decisions pertinent to the work covered by this Agreement. The AUTHORITY may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

## SECTION 3. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required to assist the AUTHORITY in the field of finance, bond financing and refinancing and other areas of responsibility as deemed necessary by the AUTHORITY.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates Joseph B. Stanton, as the primary attorney to provide services to the AUTHORITY and will be assisted from time to time by other members of the firm, as he deems appropriate to the needs of the particular transaction.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

## SECTION 4. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by COUNSEL of its obligations, the AUTHORITY agrees to pay COUNSEL a fee based on a "fixed-fee" per transaction basis, said fee shall be based on the fee schedule attached hereto as Exhibit "B." Any services not directly related to a specific transaction will be billed by

COUNSEL on a "Time Basis Method". Total compensation to COUNSEL during the three-year term of the Agreement is estimated to be \$257,500.00.

(b) On transactions where COUNSEL is being compensated on the "Time Basis Method", the AUTHORITY shall compensate COUNSEL for the actual work hours required to perform the services authorized. Payment for services billed on a Time Basis Method shall be made to COUNSEL each month for the immediately preceding month's services. COUNSEL shall provide an itemized invoice based on actual services rendered. COUNSEL shall be compensated based on the fee schedule attached hereto as Exhibit "B".

(c) Reimbursable expenses shall be paid in addition to the payment due under subsection (b) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to the AUTHORITY's policies and procedures, including those for travel expenses:

Orlando.

(1) Reasonable expenses of transportation, when traveling outside of

(2) Reasonable expense for reproductions, postage and handling of material associated with the work effort.

(3) If authorized in writing in advance by the AUTHORITY, the reasonable cost of other expenditures made by COUNSEL in the interest of the services provided under this Agreement.

(d) The parties hereto do hereby acknowledge that the fees described in this Agreement are based on the proposed fees to be paid to COUNSEL, including any third party tax consultants hired by COUNSEL. COUNSEL has agreed to subcontract with KnoxSeaton as CO-COUNSEL. All fees outlined in Exhibit B are inclusive of CO-COUNSEL fees. The AUTHORITY shall have the right to approve assignments as fees paid to CO-COUNSEL and fees shall be based on tasks performed.

## SECTION 5. GENERAL TERMS AND PAYMENT.

(a) COUNSEL shall have a documented invoice procedure and shall invoice the AUTHORITY as designated by the AUTHORITY, by the 20th calendar day of each month for services performed during the preceding month, when being compensated on the "Time Basis Method," and within twenty (20) days of the closing of a bond transaction when being compensated on the "Fixed Fee Method." The AUTHORITY shall pay COUNSEL within thirty (30) days of receipt of such valid invoice.

(b) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

**SECTION 6. CO-COUNSEL SERVICES.** COUNSEL has agreed to separately engage the Co-Counsel services of KnoxSeaton on an issuance-by-issuance basis, as directed by and in the sole discretion of the AUTHORITY's Chief Financial Officer. In such event, COUNSEL agrees to exercise its best efforts, in good faith, to negotiate with CO-COUNSEL a fair allocation of work responsibility. The fees paid to CO-COUNSEL shall be the responsibility of COUNSEL directly; however, the final terms of such arrangement shall be subject to the approval of the AUTHORITY. The exact percentage paid to CO-COUNSEL on each transaction shall be at the sole discretion of COUNSEL based on the allocation of work responsibility and the quality of work product of CO-COUNSEL. At the request of COUNSEL, for convenience, the AUTHORITY may pay CO-COUNSEL directly out of Cost of Issuance at Closing the determined percentage of the Fixed Fee upon receipt of an invoice consistent with the terms and conditions of that separate arrangement between COUNSEL and CO-COUNSEL. COUNSEL shall incorporate into such separate arrangement with CO-COUNSEL the same terms and conditions as to which COUNSEL is subject hereunder.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of the AUTHORITY after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into its separate arrangement with CO-COUNSEL granting ownership to the AUTHORITY of such written instrument or document that may result from CO-COUNSEL's services.

**SECTION 8. TERM.** This Agreement shall become effective September 30, 2011, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at the AUTHORITY's option. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by COUNSEL are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

**SECTION 9. CONFLICT OF INTEREST.** COUNSEL hereby certifies that no officer, agent or employee of the AUTHORITY has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of COUNSEL, and that no such person shall have any such interest at any time during the term of this Agreement.

**SECTION 10. NO ASSIGNMENT.** The parties fully understand and agree that the professionalism and specialization involved in serving as Bond Counsel is of paramount importance and that this Agreement would not be entered into by the AUTHORITY except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of the AUTHORITY. The delegation by

COUNSEL of certain assignments or tasks under the scope of services to CO-COUNSEL shall not be deemed an assignment of this Agreement for purposes of this Section.

**SECTION 11. AMENDMENT.** No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the scope of services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

**SECTION 12. LOSS OF ESSENTIAL LICENSE.** The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give the AUTHORITY the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of the AUTHORITY whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

**SECTION 13. INDEPENDENT CONTRACTOR.** COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within the Request for Proposals or this Agreement be construed to create a joint venture, association, or partnership by or among the AUTHORITY and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of the AUTHORITY for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of the AUTHORITY nor bind the AUTHORITY in any manner.

**SECTION 14. INSOLVENCY.** If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that the AUTHORITY may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

**SECTION 15. INSURANCE**. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence.

(b) Workers' Compensation Coverage as required by Florida law.

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

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

The AUTHORITY agrees that, if more than one entity is providing Bond Counsel services, each firm shall independently be liable to the AUTHORITY for any negligence or professional malpractice committed by the respective entity's employees and that no law firm shall have any cross-liability or responsibility for any negligence or professional malpractice committed by another acting separately or in a co-counsel relationship.

**SECTION 16.** ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

**SECTION 17. WAIVER.** The failure of the AUTHORITY to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of the AUTHORITY's right to strictly enforce such terms and conditions thereafter.

**SECTION 18. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the AUTHORITY:

Mr. Joseph Passiatore, General Counsel Ms. Nita Crowder, Chief Financial Officer Orlando-Orange County Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807

For COUNSEL:

Mr. Joseph B. Stanton Broad and Cassel 390 North Orange Avenue, Suite 1400 Orlando, Florida 32801-4961

**SECTION 19. TERMINATION**. The AUTHORITY may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

(a) immediately discontinue all services affected (unless the notice directs otherwise); and

(b) deliver to the AUTHORITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

**SECTION 20. COMPLIANCE** WITH LAWS; EQUAL **OPPORTUNITY** EMPLOYMENT. COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 21. SEVERABILITY. Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

**SECTION 22. ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

**SECTION 23. PUBLIC ENTITY CRIMES.** COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 24. RIGHTS AT LAW RETAINED. The rights and remedies of the AUTHORITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 25.** APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on September 28, 2011.

## **ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY**

By:

Director of Procurement

Print Name: Claude Miller

**BROAD AND CASSEL** By: Title wen ATTEST (Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

#### **EXHIBIT "A"**

#### SCOPE OF SERVICES BOND COUNSEL

Services to be performed by Counsel include, but are not limited to, the following:

- A. Serve as a member of the Authority's financing team;
- B. Meet or consult with the Authority Board members, officers and staff, including the financing team and established committees, concerning all legal questions relating to the issuance of debt;
- C. Attend, upon request, meetings of the Authority Board and meetings of the Finance Committee;
- D. Prepare all indentures, resolutions and other instruments authorizing and securing bonds or other indebtedness of the Authority and required in connection with their issuance, and perform such tasks in cooperation with the financial advisors, underwriters and other legal counsel engaged by the Authority;
- E. Prepare and review of all documentation required for bond sales and closings, including but not limited to resolutions, certificates, opinions and notices of sale;
- F. Coordinate, attend and manage all aspects of the bond closings;
- G. Render appropriate opinions as to validity and enforceability of certain agreements of the Authority, the legality of the indebtedness being issued, the proceedings pursuant to which they are issued, and tax treatment of interest on the bonds, notes, certification of participation or other indebtedness for federal income tax purposes, which opinions are to be in written form, executed on behalf of the law firm and delivered at the time the bonds, notes, certification of participation or other indebtedness are to be authenticated and delivered;
- H. Upon request, prepare all documents required in connection with the validation of bonds by the Authority and, where applicable, on appeal, and, with the assistance of General Counsel, handle the associated legal proceedings;
- I. Participate, as part of the financing team, in discussions concerning the Preliminary Official Statement and Official Statement and any amendments thereto in connection with Authority financings;

- J. Review all disclosure documents, including official statements, prepared or authorized by the Authority insofar as such documents contain descriptions of the bonds, notes, certificates of participation or any other indebtedness, summaries of contracts or other documents relevant to the bonds, notes, certificates of participation or any other indebtedness; provided, however, Counsel shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and, provided further, that Counsel shall have no responsibility to the purchasers of the bonds, notes, certificates of participation or any other indebtedness for State or Federal securities law compliance in connection with the offering of the bonds, notes, certificates or participation or other indebtedness;
- K. Assist the Authority in complying with Federal and State regulatory agencies' laws and regulations, including but not limited to the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, and other SEC and MSRB rules and regulations;
- L. Assist in reviewing investment decisions in compliance with arbitrage regulations; ensuring the legality and suitability of defeasance and escrow structures and agreements; ensuring the legality and suitability of hedge instruments and other complex financial products proposed to the Authority;
- M. As requested, assist the Authority, as requested, with the credit rating process, including meetings with representatives of the major rating agencies which assign credit ratings to municipal bonds;
- N. Assist the Authority and its financial advisors, investors, credit analysts, insurers and bankers to effectively manage: formulation of financing plans; structuring financial solutions; drafting documents for public or private offering of debt; new money or refunding debt; compliance with Florida law, federal tax code, and SEC rules; fixed and variable debt (single mode or multi-modal); structure finance; investment processes; taxable and tax-exempt structures; and the response to financial proposals presented to the Authority from time to time;
- O. Inform the Authority of the impact of changes in Federal and State Laws regarding the issuance and management of the public debt;
- P. Legal services related to all matters, including legislative matters, effecting the administration and collection of revenues involved with, or available for, financial undertakings by the Authority; and

Q. Provide general advice and consultation, from time to time, to the Authority and its financing team related public finance, including but not limited to fixed and variable rate debt structures, taxable and tax-exempt structures, and investment of debt proceeds.

The Authority separately selects other financing team members, including disclosure counsel and issuer's counsel. The Authority may adjust the responsibilities and assignments of the financing team members in order to best utilize, in the Authority's judgment, the expertise of its various financing team members.

End of Scope of Services

### EXHIBIT B FEE SCHEDULE

FEE PROPOSA	L PER \$1,000 UPON SUCCE	SSFUL CLOSING*
Par Value Range of Bond	s Issued	Fee per \$1,000
\$0	\$25,000,000	\$1.60
\$25,000,001	\$50,000,000	\$0.60
\$50,000,001	\$100,000,000	\$0.45
\$100,000,001	\$200,000,000	\$0.20
Over \$200,000,001		\$0.20

\*Maximum fee for a successful closing of bonded debt: \$150,000

For hourly work unrelated to a particular bond transaction, we would charge a blended hourly rate of \$250. We would not charge for paralegal or secretarial time.

In connection with a particular bond closing, we would charge for our actual outof-pocket expenses associated with preparing closing binders and Federal express charges, which we would estimate at approximately \$500 per transaction, assuming most binders are prepared as CDs. We would not charge for travel or related expenses for attending meetings in Orlando. We would not anticipate charging for any expenses associated with our hourly work for the Authority.

#### Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000816

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 19th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Broad & Cassel, hereinafter called "Counsel"

#### WITNESSETH

WHEREAS, the Authority and Counsel entered into a Contract Agreement (the "Original Agreement") dated September 30, 2011, whereby the Authority retained Counsel to provide bond counsel services; and

WHEREAS, pursuant to Article 8 of the Original Agreement, Authority and Counsel 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 Counsel agree to a first renewal of said Original Agreement beginning the 30<sup>th</sup> day of September, 2014, and ending the 29<sup>th</sup> day of September, 2015, for the amount remaining in the Contract as of the close of business on September 29, 2014.

Counsel states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending September 29, 2014, Counsel shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending September 29, 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.

**BROAD & CASSEL** 

BY:

Authorized Signature

artner Title: ATTEST Secretary or Notary. If Individual, furnish two witnesses: Witness (1) Witness (2)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:

Director of Procurement

TERESA GWEN MOTLEY MY COMMISSION # EE 181169 EXPIRES: May 5, 2016 Bonded Thru Budget Notary Services

25 AUG '14 AM 9:03

CONTRACTS DEF

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bond Counsel Services

Contract No: 000816

This Supplemental Agreement No. 1 entered into this 21<sup>st</sup> day of September, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), and BROAD & CASSEL, ("Counsel"), the same being supplementary to the Contract between the aforesaid, dated September 30, 2011, for bond counsel services, (the Contract").

- 1. The Authority desires to extend the term of the Contract from September 29, 2015, to October 31, 2015.
- 2. Counsel hereby agrees to the extension with no increase in the Contract amount.
- 3. The Authority and Counsel agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Counsel's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
- 4. This Supplemental Agreement No. 1 is necessary to extend the term of the Contract.

### SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bond Counsel Services

Contract No.: 000816

Cost of additional services: \$0.00

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

## **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:

Director of Procurement

\_\_\_\_\_

## **BROAD & CASSEL**

\_\_\_\_\_

\_\_\_\_\_

By:

Print Name

Title: \_\_\_\_\_\_

Witness:\_\_\_\_\_

Date: \_\_\_\_\_

# **CONSENT AGENDA ITEM**

#15

#### **MEMORANDUM**

TO:	Central Florida Expressway Authority Board Members
FROM:	Linda S. Brehmer Lanosa, Deputy General Counsel AnderBel Sidney Calloway, Esquire
DATE:	September 22, 2015
RE:	Central Florida Expressway Authority v. Michael Tyszko, et al. Case No. 2014-003641-O, Project: 429-203, <b>Parcel 228</b> Owner: Michael Tyszko Address: 3001 West Kelly Park Road, Apopka, Florida

#### **INTRODUCTION**

This case is set for trial on the November 23, 2015 docket in front of Judge Kest. The case was mediated on September 16, 2015, but impassed after a full day of negotiations between the parties.

We would like to serve an offer of judgment. Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment (Offer) in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. The Offer would have no applicability if it is less than the judgment obtained.

#### **APPRAISED VALUE OF PARCEL 229**

Parcel 228 is a partial taking of 0.1546 acres (6,735 sq. ft.) of property zoned A-1 (Citrus Rural District) along the northeast corner of Plymouth Sorrento Road and West Kelly Park Road in Apopka as shown in the map below. Mr. Carpenter appraised Parcel 228 with a highest and best use in the short-term for continued residential use, with a "reasonably probable use to hold until demand for future neighborhood commercial development permits." Applying the comparable sales approach, Mr. Carpenter estimated the land value to be \$3.50/sq. ft. or \$23,575, plus \$7,665 for trees and sod, totaling <u>\$31,240</u>.

Project: 429-203, Parcels 228 Page 2 of 3



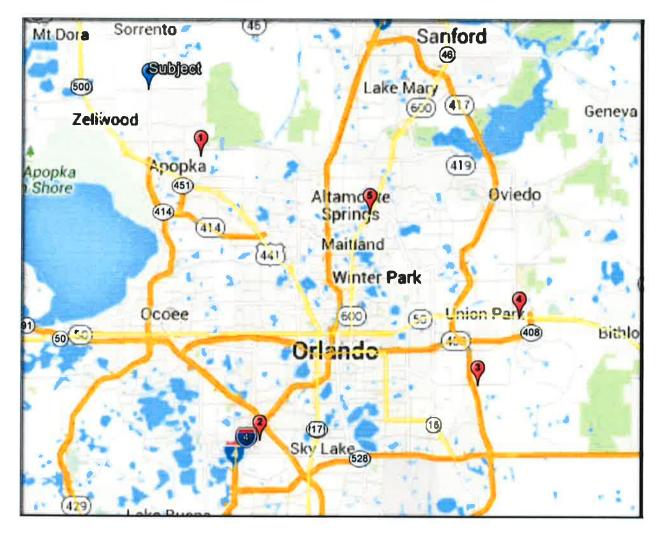
## **OWNER'S APPRAISAL REPORT**

Subject Property

The owner's real estate appraiser, Martin Engelmann, Jr., MAI, valued Parcel 228 at \$14.50/sq. ft., or **\$97,700** for the land taken. His valuation conclusion is based upon using land sales transactions that occurred at fully completed highway interchanges, as shown in the map below, which he asserts are "comparable" to the subject parcels. In addition, Mr. Engelmann

Project: 429-203, Parcels 228 Page 3 of 3

added \$108,000 in severance damages due to the reduction in size from 0.6806 acres to 0.526 acres, for a total estimated value of  $\underline{$206,000}$ .



## **REQUEST**

We request that the Board approve the Right-of-Way Committee's recommendation to serve an offer of judgment as to Parcel 228 in the amount of <u>\$81,240</u>, respectively.

# **CONSENT AGENDA ITEM**

**#16** 

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

#### **MEMORANDUM**

То:	Central Florida Expressway Authority Board Members	
From:	James Edward Cheek, III, Right of Way Counsel Winderweedle, Haines, Ward & Woodman, P.A.	
DATE:	September 21, 2015	
RE:	S.R. 429 Wekiva Parkway, Project 429-202: Parcels 275 & 279 – Approval for Statutory Business Damage Counter-Offer	

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a business damage counter-offer to be made pursuant to Florida Statute Section 73.015(2)(d), to the Holder & Strite Corporation ("Holder & Strite"). Holder & Strite is a company doing business on 429-202, Parcels 275 and 279.

#### **DESCRIPTION and BACKGROUND:**

This case involves the taking of approximately 28 acres of property used in the hay farming and cattle raising business conducted by Holder & Strite for more than five (5) years prior to the condemnation action. Specifically, CFX has acquired 17.888 acres through the middle of Parcel 275, which originally contained 52.737 acres, leaving in a bisected western remainder of 7.691 acres and eastern remainder of 27.230 acres. This parcel is owned by Thomas J. Holder, Sr. as Trustee of the Sally R. Holder Credit Shelter Trust and the Thomas J. Holder, Sr. Family Trust. Additionally, CFX acquired 10.311 acres from Parcel 279, which originally contained 14.14 acres, leaving a 3.829 acre remainder. This property is owned by Adelpha Howell. Parcels 275 and 279 are adjoining properties and Holder & Strite conducts its farming activities over both properties, so these cases have been consolidated for trial.

CFX retained the services of Richard MacMillan to appraisal the real estate claims for both parcels. Mr. MacMillan estimated the value of the taking for Parcel 275 to be \$1,163,600.00 and for Parcel 279 to be \$344,500.00, for a total value of \$1,508,100.00 for the real estate claims. The landowners have not yet submitted an appraisal report for their real estate claims, and are not required to submit these reports under the Case Management Order until November 18, 2015. As these appraised amounts are for the real estate only, they do not include business damages. This information is being provided to the Board for background purposes only.

The issue before the Board today is whether to make a business damage counter-offer to Holder & Strite. The amount paid for business damages would be in addition to the amounts sought for the real estate claims outlined above. Pursuant to Florida Statute Section 73.015(2), Holder & Strite served CFX with a business damage claim of \$553,795.00 (apportioned as \$390,914.00 for Parcel 275 and \$162,881.00 for Parcel 279). The statute authorizes, but does not require, CFX to make a business damage counter-offer. The failure to respond to the business damage offer is deemed a counter-offer of zero dollars for the purpose of computing attorneys fees under Section 73.092(1). If the business owner does not accept CFX's counter-offer, attorneys fees are based on a percentage of the betterment between CFX's offer and the amount recovered in settlement or at trial. If the business owner accepts CFX's business damage counter-offer, attorneys fees will be based on the factors set forth in Section 73.092(2), which considers the time involved, complexity of the case, amount of money at issue, and other factors.

The undersigned attorney believes that it is in the best interest of the Authority to make a business damage counter-offer in this case, in the interest of good faith negotiation, and to limit attorneys fees.

#### **BUSINESS DAMAGE ANALYSIS:**

As stated previously, Holder & Strite is a company that has conducted a hay bailing and cattle raising business on the subject properties for more than five years. Holder & Strite has alleged that the taking will negatively impact its business in several ways, including (1) the loss of the ability to move tractors, trailers, and other farm equipment from the storage area to the southern hay fields via internal roads; (2) the loss of the ability to move the hay bales and rolls from the fields to the covered hay storage barn using internal roads; (3) loss of the ability to move cattle to different grazing fields through internal roads; (4) increased time and costs to travel using public roads; (5) lost security; (6) loss of easy access and circulation for customers; (7) overall loss of efficiency and maneuverability caused by the bisection of the properties.

Holder & Strite retained the legal counsel of Maguire Lassman, P.A., who retained Thomas Durkee, CPA, from the firm of Averett Warmus Durkee, P.A., to analyze its business damage claims. Holder & Strite presented a claim for \$390,914.00 for Parcel 275 and \$162,881.00 for Parcel 279, for a total business damage claim of \$553,795.00. CFX retained the services of Les Eiserman, CPA from Cliften Larson Allen LLP, who estimated that business damages in this case were \$55,627.00 for Parcel 275 and \$23,178.00 for Parcel 279, supporting a total business damage counter-offer of \$78,805.00.

Florida law allows a business owner to receive "the probable damage to such business which the denial of the use of the property so taken may reasonably cause." § 73.071(3)(b), Fla. Stat. (2014). The Florida Supreme Court has held that this statute, "does not require the calculation of business damages by one mechanically applied, one-size-fits-all formula which would not produce proper results. For an ongoing business,...business damages are inherently fact-intensive." While the Legislature did not define precisely what constitutes business damages, "there is absolutely no indication that it intended this statute to be construed as allowing business damages for lost profits only." *System Component Corp. v. FDOT*, 14 So. 3d 967 (Fla. 2009). The Florida Supreme Court noted that case law has identified at least three types of business damages: (1) lost profits, (2) moving / relocation expenses, and (3) loss of goodwill. However, the Court further stated that business damages are not limited to only these categories. The Court also recognized three approaches to valuing a business: (1) the income approach (based

on current and future revenue stream discounted to a total present value), (2) market-based approach (based on comparable businesses existing in the market), and (3) the asset-based approach (the value based on total assets net liabilities). The Court noted that the asset approach was most commonly used to value businesses that are not profitable.

In the subject case, the Holder & Strite business has not been profitable since its inception in 2010. The negative cash flow from operations for the 5 year period ending December 31, 2014 totals \$285,271.00, and was negative by approximately \$27,000.00 to \$100,000.00 per year during this period. Since the business has not operated at a profit, both business damage experts valued the business using the asset approach.

Holder & Strite asserts that even though its business does not currently operate at a profit, the business enhances the value of the land, has an asset based value, and the Company planned to achieve profitability in the future. It is Holder & Strite's position that the business cannot operate effectively, sufficiently or profitable on the land remaining after the taking because of the reduced size of the parcels and other inefficiencies. Holder & Strite has therefore concluded that the damage to the business includes the entire value of the farming business located on the site.

Holder & Strite's asserted business damages primarily consist of the value of (1) special purpose trade fixtures, (2) special process systems, (3) moveable personal property, and (4) improvements made to the leasehold. By far the largest component of its damages is the value of its personal property, which is estimated at \$579,834.00 (this amount was then adjusted downward to account for the fact the personal property is also used on another 6 acre tract not at issue in this litigation). Holder & Strite also analyzed the cost to move this personal property, with the estimated Disconnect & Reconnect Cost (D&R Cost) to be \$28,130.00. The D&R cost is not included in the damage claim asserted by Holder & Strite.

CFX's business damage valuation expert accepts, for the purposes of this counter-offer, several of Holder & Strite's calculations where the cost to redo the analyses would exceed the value of the actual claim. However, CFX's business damage report does not accept, and does not include, certain elements of the claims asserted by Holder & Strite. Most significantly, CFX's business damage counter-offer compensates the business only the disconnect and reconnect (D&R) costs associated with the moveable personal property, and not the value of the personal property itself. Furthermore, CFX's proposed counter-offer does not include the value of the leasehold improvements (i.e. the value associated with clearing and preparing the land), as this is implicitly included in the real estate value appraised by Richard MacMillan, and should be asserted as an apportionment claim, if at all.

The parties' business damage valuations are summarized below as follows:

Parcel 275 & 279	CFX	Strite & Holder
Special Purpose Trade Fixtures	\$25,425.00	\$25,425.00
Special Process Systems	\$25,250.00	\$25,250.00
Moveable Personal Property (adjusted)	-	\$424,920.00
Disconnect & Reconnect (D&R) Cost	\$28,130.00	74
Improvements to the leasehold		
(clearing and preparing the land)	-	\$78,200.00
Total Business Damages	\$78,805.00	\$553,795.00

### **RECOMMENDATION:**

The proposed business damage counter-offer was recommended for Board approval by the Right of Way Committee at the September 23, 2015 meeting. We respectfully request this Board's approval of the proposed statutory business damage counter-offer to Holder & Strite in the amount of \$78,805.00 for Parcels 275 and 279, or such other and further action that this Board deems appropriate.

## **ATTACHMENTS:**

Holder & Strite Business Damage Reports Les Eiserman Business Damage Report MEI Civil Engineering Report Parcel Sketches

## **CONSENT AGENDA ITEM**

#17

## **MEMORANDUM**

ТО:	Central Florida Expressway Authority Board Laura Kelley, Executive Director
FROM: AP	Joseph L. Passiatore, General Counsel
DATE: /'	September 15, 2015
SUBJECT:	First Amendment to Innovation Way/Beachline Interchange Agreement

The attached First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement has been approved by Suburban Land Reserve, Inc. ("SLR") and Orange County who are partners with CFX on the upcoming Innovation Way/Beachline interchange project.

The existing agreement allowed any party to terminate the Agreement if the right of way conveyances for the multi-modal corridor by SLR and Farmland Reserve, Inc. to CFX had not occurred by June 30, 2015. Since the closing is not scheduled to occur until the end of the calendar year, SLR requested that the date be changed to January 31, 2016.

SLR and Orange County have made their deposits which CFX is holding in escrow. At such time as All Aboard Florida makes their contribution of \$12,100,000 the project will be ready to be advertised for bid.

JLP/ml

cc: Joseph Berenis Glenn Pressimone APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

SEP 1 5 2015 JUBS

Prepared by and return to: Vivien J. Monaco, Esq. Burr & Forman, LLP 200 S. Orange Avenue, Suite 800 Orlando, FL 32801

Tax Parcel I.D. Numbers: Portions of the following parcels: Tax Parcel No. 25-23-31-0000-00001; and Tax Parcel No. 36-23-31-0000-00002.

## FIRST AMENDMENT TO AMENDED AND RESTATED 2006 INNOVATION WAY/BEACHLINE INTERCHANGE AGREEMENT

## INNOVATION WAY AND BEACHLINE EXPRESSWAY

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED 2006 INNOVATION WAY/BEACHLINE INTERCHANGE AGREEMENT (the "Amendment"), effective as of the latest date of execution ("Effective Date") is entered into by and among SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), whose mailing address is 79 S. Main Street, Suite 500, Salt Lake City, Utah, 84111, ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, Florida, 32802-1393, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, successor-in-interest to Orlando-Orange County Expressway Authority ("OOCEA"), a body politic and corporate and an agency of the State of Florida established pursuant to Part V of Chapter 348, Florida Statutes ("CFX"), whose mailing address is 4974 ORL Tower Road, Orlando, Florida, 32807 (individually, a "Party", and collectively, the "Parties"). RAC Amendment, SLR and CFX Innovation Way / Beachline Interchange 2015 Page 2 of 10

#### WITNESSETH:

WHEREAS, SLR is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference "Property"; and

WHEREAS, SLR, County, and OOCEA, predecessor-in-interest to CFX, entered into that certain Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement (the "Agreement"), which was approved by SLR on May 27, 2014, by County on June 10, 2014, and by OOCEA on June 12, 2014, with an Effective Date of June 12, 2014; and

WHEREAS, a Memorandum of Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement was recorded on June 13, 2014 at Official Records Book 10758, Page 8144, Public Records of Orange County, Florida; and

WHEREAS, SLR, Farmland Reserve, Inc., a Utah not-for-profit corporation ("FRI"), and OOCEA entered into that certain Contract of Sale and Purchase dated as of March 12, 2014 (the "Super Corridor Agreement"), pursuant to which SLR and FRI agreed to sell, and OOCEA agreed to buy, certain property referred to in the Agreement as the "Super Corridor Land"; and

WHEREAS, The Super Corridor Agreement was amended by virtue of the following amendments: the "First Amendment" dated April 24, 2014, the "Second Amendment" dated August 22, 2014, the "Third Amendment" dated November 24, 2014, the "Fourth Amendment" dated March 12, 2015, and the "Fifth Amendment" dated May 27, 2015 (the Super Corridor Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are hereinafter collectively referred to as the "Amended Super Corridor Agreement"); and

WHEREAS, SLR's and FRI's conveyances of the Super Corridor Land are conditions precedent to CFX's obligation to award the Successful Bid and Commence Construction, pursuant to Section 34.4 of the Agreement. If those conveyances have not occurred by June 30, 2015, any Party has the right to terminate the Agreement by providing written notice of termination to the other Parties; and

WHEREAS, Pursuant to Paragraph 6 of the Amended Super Corridor Agreement, the closing of the purchase and sale and the conveyances of the Super Corridor Lands was originally scheduled to occur no later than June 30, 2015 (the "Outside Closing Date"); and

WHEREAS, Section 5 of the Fifth Amendment extended the Outside Closing Date to December 31, 2015; and

WHEREAS, SLR, County, and CFX now wish to amend the Agreement.

NOW, THEREFORE, for and in consideration of 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 Parties hereby covenant and agree as follows:

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

2. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

3. Amendment to Section 34.4. Section 34.4 is hereby amended to read as follows (<u>underlined</u> text is added; strikethrough text is deleted):

For purposes of this Agreement, the "Super Corridor Land" shall mean the aggregate lands FRI and SLR have contracted to sell to OOCEA pursuant to the Super Corridor Contract. Notwithstanding any other provision of this Agreement, the conveyances by SLR and FRI to OOCEA of the Super Corridor Lands shall be conditions precedent to OOCEA's obligation to award the Successful Bid and Commence Construction. Until those conveyances occur, OOCEA shall have no obligation to award the Successful Bid and Commence Construction. If those conveyances have not occurred by June 30, 2015 January 31, 2016, then any Party shall have the right to terminate this Agreement by delivering written notice of termination to the other Parties. In the event of such a termination, the provisions of the Section above titled "Reconveyance of Property and SLR's Easement Rights" shall apply.

4. Amendment to References to the Orlando-Orange County Expressway Authority. All references in the Agreement to the "Orlando-Orange County Expressway Authority" are hereby amended to read the "Central Florida Expressway Authority," successorin-interest to the Orlando-Orange County Expressway Authority. All references in the Agreement to "OOCEA" to designate the Orlando-Orange County Expressway Authority are hereby amended to read "CFX" to designate the Central Florida Expressway Authority.

5. *Ratification.* Except as herein amended, the Agreement is hereby ratified and affirmed in its entirety and shall remain unchanged and in full force and effect.

6. Notice. Any notice delivered with respect to this Amendment or the Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated; or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below; (iii) when delivered by facsimile transmission, or to such other mailing or email address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to SLR:	Suburban Land Reserve 79 S. Main Street, Suite 500 Salt Lake City, Utah 84111 Attention: Steve Romney, President Telephone: (801) 321-7550 Facsimile: (801) 320-4676
With a copy to:	Burr & Forman, LLP 200 South Orange Avenue, Suite 800 Orlando, Florida 32801 Attention: Vivien J. Monaco, Esquire Telephone: (407) 540-6600 Facsimile: (407) 540-6601
And with a copy to:	Kirton McConkie 50 East South Temple Salt Lake City, Utah 84111 Attention: Robert Hyde, Esquire, and Loyal Hulme, Esquire Telephone: (801) 328-3600 Facsimile: (801) 321-4893

RAC Amendment, SLR and CFX Innovation Way / Beachline Interchange 2015 Page 6 of 10

As to County:	Orange County Administrator P.O. Box 1393 201 S. Rosalind Ave Orlando, FL 32802-1393 Telephone: (407) 836-7370 Facsimile: (407) 836-7399
With a copy to:	Orange County Community, Environmental, and Development Services Department Manager, Transportation Planning Division Orange County Public Works Complex 4200 S. John Young Parkway Orlando, Florida 32839-9205 Telephone: (407) 836-8070 Facsimile: (407) 836-8079
As to CFX:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director Telephone: (407) 690-5000 Facsimile: (407) 690-5011
With a copy to:	General Counsel to CFX Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5000 Facsimile: (407) 690-5011

Section 4. Covenants Running with the Land. This First Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of SLR and any person, firm, corporation, or other entity that may become the successor in interest to the Property.

Section 5. Recordation of First Amendment. An executed original of this First Amendment shall be recorded, at SLR's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date. RAC Amendment, SLR and CFX Innovation Way / Beachline Interchange 2015 Page 7 of 10

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7. *Counterparts.* This Amendment may be executed in as many counterparts as there are parties, each of which shall be considered an original, and all of such counterparts shall constitute one Amendment.

8. *Applicable Law.* This Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

9. *Time is of the Essence.* Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Amendment and in the Agreement.

10. *Amendments.* No amendment, modification, or other change to this Amendment or the Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

## [SIGNATURE PAGES FOLLOW]

RAC Amendment, SLR and CFX Innovation Way / Beachline Interchange 2015 Page 8 of 10

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly

executed by their respective duly authorized representatives on the dates set forth below.



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

By: For Deputy Clerk Print name: Noel: Perez

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners By: dalcharday. Teresa Jacobs,

Orange County Mayor

Date: 2015 15

RAC Amendment, SLR and CFX Innovation Way / Beachline Interchange 2015 Page 9 of 10

## **CENTRAL FLORIDA EXPRESSWAY AUTHORITY,** a body politic and corporate and an agency of the State of Florida

By: \_\_\_\_\_\_
print name: \_\_\_\_\_\_ As its Chairman

Date:\_\_\_\_\_, 2015

ATTEST: Darleen Mazzillo, Executive Secretary

Signature: \_\_\_\_\_

RAC Amendment, SLR and CFX Innovation Way / Beachline Interchange 2015 Page 10 of 10

WITNESSES:	N	2
Print Name:	front	Piner
Print Name:	Amit have !	Smith

SUBURBAN LAND RESERVE, INC., a Utah corporation

By: ven Romney, President Date: 2015

SWORN TO and subscribed freely and voluntarily for the purposes therein expressed before me by R. Steven Romney, President of Suburban Land Reserve, Inc., a Utah corporation, who executed the foregoing on behalf of said corporation and who did/did not take an oath. He is  $\underline{X}$  personally known to me or \_\_\_\_\_ produced \_\_\_\_\_\_ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 13th day of August, 2015.

[Affix Notary Seal]

STATE OF UTAH COUNTY



Signature of Notary Dette D.

Print/Type Name of Notary Commission Number: My Commission Expires: 7/18/2018

# **CONSENT AGENDA ITEM**

#18

## **MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller Charger Director of Procurement

DATE: September 22, 2015

RE: Approval of Supplemental Agreement No. 3 with Shutts & Bowen LLP for Right-of-Way Counsel Services Contract No. 000930

Board approval is requested for approval of Supplemental Agreement No. 3 with Shutts & Bowen LLP in the amount of \$2,000,000.00. Hourly rates will remain the same and will not change under this Supplemental Agreement.

Shutts & Bowen is currently providing services for 67 parcels spread throughout Project Nos. 429-203, 204, 205 and 206. Of these parcels, 11 are set for trial through the end of 2016 and 56 are being litigated but have not yet been set for trial. In order to provide the necessary funding for legal and expert services going forward, staff recommends additional funding of two million dollars (\$2,000,000.00) at this time.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Right of Way Counsel Services

Contract No: 000930

This Supplemental Agreement No. 3 entered into this 8<sup>th</sup> day of October, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and SHUTTS & BOWEN, LLP (the "Counsel"), the same being supplementary to the contract between the aforesaid, dated February 27, 2013, for Right of Way Counsel Services, (the "Agreement").

- 1. The Authority has determined it necessary to increase the Agreement amount by \$2,000,000.00 in order to continue the required services to completion, and
- 2. The Counsel hereby agrees to the increase in the Agreement amount, and
- 3. The Authority and Counsel agree that this Supplemental Agreement No.3 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Counsel's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
- 4. This Supplemental Agreement No. 3 is necessary to fund the continuation of the required services to completion.

## SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Right of Way Counsel Services

Contract No.: 000930

Cost: \$2,000,000.00

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

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

## SHUTTS & BOWEN, LLP

By: \_\_\_\_\_

Print Name

Title: \_\_\_\_\_

Witness:\_\_\_\_\_

Date:

Approved as to form and execution, only.

General Counsel for the AUTHORITY

# **CONSENT AGENDA ITEM**

#19

## **MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller Mulle Director of Procurement

**DATE:** September 22, 2015

RE: Approval of Supplemental Agreement No. 1 and Approval of Subconsultant Construction Contractor Compliance Consultant Services Contract No. 001072

Board approval of Supplemental Agreement No. 1 is requested to increase the amount of the referenced contract with Covalt Group, Inc. (Covalt), by \$300,000.00 which will bring the new Contract amount to \$1,225,000.00. Wynn Consulting Group, Inc. was added to this contract in the amount of \$24,000 in May 2015; due to the amount, Board approval was not required. The increase in compensation is necessary to provide funding for the Federal Disadvantaged Business Enterprise program and CFX's Supplier Diversity program. Funding for this request was taken into consideration and included in the FY16 budget.

The services prescribed below are to assist the Supplier Diversity Director with implementing components of the DBE and Supplier Diversity programs. The activities listed are not intended to be all inclusive but components needed to ensure the functionality of both programs:

- 1) Assisting in making contracts more accessible to DBE's and small businesses
- 2) Providing technical assistance and other services
- 3) Disseminate information on contracting procedures and specific contract opportunities
- 4) Provide services to help DBE's and small businesses increase opportunities to participate in project(s)
- 5) Assist DBE's and other small business to development their capability to utilize emerging technology and conduct business through electronic media
- 6) Attend networking events and construction progress meetings
- 7) Research new and revised federal, local and state requirements related to operating a business, licensing requirements pertaining to disadvantage small minority and women business enterprises

In accordance with the Procurement Policy, Article IV, Governing Rules, paragraph G, Covalt has requested approval to use Wynn Consulting Group, Inc. (Wynn), to provide the services detailed in Supplemental Agreement No. 1. Approval of Wynn as a subconsultant is required because Wynn was not disclosed by Covalt as a subconsultant when the Contract with the Authority was originally awarded. Negotiations between Covalt and Wynn for these services

> 4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011 WWW.CFXWAY.COM

have been completed and the fees are not expected to exceed \$300,000.00 to the end of the initial three-year Contract term. Board approval of Wynn as a subconsultant to Covalt is requested.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: \_\_\_\_\_ The Covalt Group

Contract No: 001072 Project No.: N/A

This Supplemental Agreement No. 1 entered into this 8<sup>th</sup> day of October, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and COVALT GROUP, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated March 12, 2015, for services pertaining to monitoring construction contractor compliance with FHWA requirements for the Wekiva Parkway projects, (the "Contract").

- 1. The Authority desires to revise the Scope of Services to include additional services as specified in the attached Exhibit A, with additional compensation of \$300,000.00 and no increase in Contract time; and,
- 2. The Consultant hereby agrees to the provide the additional services for the additional compensation and no increase in the Contract time; 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 revise the Scope of Services to include DBE outreach support services and provide additional compensation to the Consultant. This Supplemental Agreement was approved by the Authority's Board of Directors at its meeting on October 8, 2015.

## SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Construction Contractor Compliance Consultant Services

Contract No.: \_\_\_\_\_\_ 001072 \_\_\_\_\_\_ Project No.: \_\_\_\_\_\_ N/A \_\_\_\_\_

Amount of Changes to this document: \$300,000.00

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:	
"Consu	ltant":

## **COVALT GROUP, INC.**

By:

Authorized Signature

Print Name:
-------------

Title: \_\_\_\_\_

Attest: \_\_\_\_\_\_ Notary

Date:

Approved as to form and execution, only.

General Counsel for the Authority

## Exhibit A Central Florida Expressway Authority Construction Contractor Compliance Consultant Services Contract No. 001072 Supplemental Agreement No. 1

Insert the following new paragraph in the Scope of Services:

## **"10.0 DBE OUTREACH SUPPORT SERVICES**

The Consultant shall assist the Supplier Diversity Department in complying with CFR 49 part 26 DBE outreach activities which states recipients are recommended to use the following methods to assist in reaching the Federal DBE goal of 9.91%. This list is not intended to be all inclusive:

- 1) Assist in making contracts more accessible to DBE's and small businesses.
- 2) Provide technical assistance and other services.
- 3) Disseminate information on contracting procedures and specific contract opportunities.
- 4) Provide services to help DBEs increase opportunities to participate in project(s).
- 5) Assist DBEs and other small business to development their capability to utilize. emerging technology and conduct business through electronic media.
- 6) Attend networking events.
- 7) Research new and revised federal, local and state requirements related to operating a business, licensing requirements pertaining to disadvantage small minority and women business enterprises."

## **Claude Miller**

From:	Sabrina Covalt <sabrina@covaltgroup.com></sabrina@covaltgroup.com>
Sent:	Thursday, September 17, 2015 3:55 PM
То:	Claude Miller
Cc:	Iranetta Dennis
Subject:	RE: Request for Authorization to Sublet Services
Attachments:	Request for Authorization to Sublet Services-Wynn Consulting 9-17-15.pdf

Good afternoon Mr. Miller,

Please see the attached signed form.

Personnel:Dotti WynnTitle:DBE Support SpecialistHourly Rate:\$85.00

Please feel free to call me should you have any questions.

Thanks for your patience, help, and time, Sabrina Covalt President/Compliance Specialist Covalt Group Inc. (863)255-0121

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

	an Group, me.	Date:	Sept	tember 15, 2015
CFX Contract Name: C	Construction Contractor Com	pliance Consultant Services	CFX Contract No.:	001072
Authorization is requested pproval to sublet services	d to sublet the services identified s to:	d below which are included in the	above referenced Contract	. Consultant requests
ubconsultant Name:	Wynn Consulting Group,	Inc.		
ddress:	1700 Windermere Down F	Place		
hone No.:	407-294-1900			
ederal Employee ID No.:	59 3210949			
escription of Services to	Be Sublet: <u>DBE Outreach Supp</u>	port		
atimated Deciminan D. (	-60.11.40			
		November 2015		
		February 2018	-	
Not to exceed \$24,999.9	Services*: \$ 9 without prior Board Approval	<u>\$300,000</u>	-	
onsultant hereby certifier	s that the proposed subconsultan	t has been advised of, and agrees	to, the terms and condition	as in the Consultant's
equested By:	(Signature of Consultar	onsultant and the services to be s Mall- nt Representative)	ublet:	
ontract with the Authorit	Salina (	onsultant and the services to be s Mall- nt Representative)	ublet:	
equested By:	(Signature of Consultar President/RC Title	onsultant and the services to be s Malthead nt Representative)	ublet:   Date:	
equested By:	(Signature of Consultar President/RC	onsultant and the services to be s Malthead nt Representative)		
equested By:	(Signature of Consultar President/RC Title	Director/Manager)	 Date:	
equested By:	(Signature of Consultar President/RC Title	Director/Manager)	 Date:	
equested By:	(Signature of Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Title	onsultant and the services to be s	Date:	
equested By:	(Signature of Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Consultar Title	Director/Manager)	Date:	

# CONTRACT

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND COVALT GROUP, INC.

## CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES

CONTRACT NO. 001072

CONTRACT DATE: MARCH 12, 2015 CONTRACT AMOUNT: \$925,000.00

## CENTRAL FLORIDA 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

## CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES

#### CONTRACT NO. 001072

#### **MARCH 2015**

### **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 Jay Madara, Member S. Michael Scheeringa, Member Diane Guitierrez-Scaccetti, Non-Voting Advisor

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#### CONTRACT

This Contract (the "Contract" as defined herein below), is made this 12<sup>th</sup> day of March, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and COVALT GROUP, INC., 653 Hunter's Run Boulevard, Lakeland, Florida 33809, 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 Central Florida Expressway System; and,

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide Construction Contractor Compliance Consultant services and related tasks as may be assigned to the consultant by the AUTHORITY and identified as Contract No. 001072; and,

WHEREAS, on or about February 15, 2015, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

### 1. SERVICES TO BE PROVIDED

The 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.

1

The services to be provided under this Contract include providing Construction Contractor Compliance Consultant 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 contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including Exhibit "A" Federal Provisions for Federally Funded Contracts, Exhibit "B" – FHWA 1273, 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.

(collectively, the "Contract").

#### 2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. At the Authority's sole option, the Contract may be renewed for two (2) one year periods, or portions thereof.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the

AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

## 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$925,000.00.

3.2 AUTHORITY agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

#### 4. AUDIT AND EXAMINATION OF RECORDS

#### 4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, 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 subcontractor. By submitting a response to the Request for Proposal, CONSULTANT 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 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 subcontractor 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 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.

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 with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

### 8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees), 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 subcontractors, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

#### 9. PUBLIC RECORDS

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

#### 10. PRESS RELEASES

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

#### 11. PERMITS, LICENSES, ETC.

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

## 12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

#### 13. NONDISCRIMINATION

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

#### 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 subcontractor 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 subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

#### **15. DISPUTES**

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## 16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

#### 17. OTHER SEVERABILITY

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

#### 18. GOVERNING LAW

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

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the 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 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, subcontractor, 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; 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, upon request, a report containing the last known contact information for each subcontractor or employee of CONSULTANT who performed work under the Contract; and

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on March 12, 2015.

CENTRAL FLORIDA EXPRESS AY AUTHORITY Director of Procurement

COVALT GROUP, INC.
By: Sabrina Covalt
Sabrina Covalt
Print Name
President
Title
ATTEST:(Seal)
DATE:

Approved as to form and execution, only.

General Counsel for the AUTHORITY

## EXHIBIT "A"

#### **Federal Provisions for Federally Funded Contracts**

#### TERMS FOR FEDERAL-AID CONTRACTS

The following terms apply to this contract due to the expenditure of federal funds. Terms and conditions contrary within the Contract shall be resolved in favor of terms provided herein Exhibit "A".

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, and 23 CFR Part 230 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations. The contractor will accept as its operating policy, the following statement, "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Federal Highway Administration, Federal Transit Administration, Federal Transit Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. Withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. Cancellation, termination or suspension of the contract, in whole or in part.

#### H. Incorporation or Provisions: The Consultant will include the provisions of

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

- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following. This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.
  - The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
  - 2. "Policy: It is the policy of the Department of Transportation that Disadvantaged Business Enterprise as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement."
  - 3. The recipient is committed to nondiscrimination, as well as to opportunities for competition and growth among all small businesses. In this regard, all consultants and contractors associated with this project will make reasonable efforts to ensure DBEs and other small businesses have the maximum opportunity compete for contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts"
  - 4. Prompt Payment and Retainage Return: the contractor agrees that it will pay subcontractors for satisfactory performance no later than 30 days from receipt of payment from the CFX. In addition, the contractor agrees to prompt and full return of any retainage to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed."

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
  - 1. Employ or retain, or agree to employ or retain, any firm or person, or
  - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

- O. The Consultant hereby certifies that it has not:
  - 1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
  - 2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
  - 3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

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

FHWA-1273 - Revised May 1, 2012

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#### **REQUIRED CONTRACT PROVISIONS** FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- Nondiscrimination IJ.
- 111. Nonsegregated Facilities
- Davis-Bacon and Related Act Provisions IV.
- V.÷ Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water
- Pollution Control Act x Compliance with Governmentwide Suspension and
- Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying -. .
- ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included In Appalachian contracts only) 15.

#### I. GENERAL

1. Form, FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal).- The contractor (or subcontractor) must insert this form to each subcontract and further require its inclusion in all lower tier. subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

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The applicable requirements of Form FHWA-1273 are : incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tler subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-ald design-build contracts, in all subcontracts and in lewer tier subcontracts (excluding subcontracts for design services, purchase orders; rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider,

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents; however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract):

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

 Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

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The provisions of this section related to 23 CFR Part 230 are: applicable to all'Federal-aid construction contracts and to all' related construction subcontracts of \$10,060 or more. The provisions of 23 CFR Part-230 are not applicable to material " supply, engineering, or architectural service contracts.

in addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246,41 CFR 60, 29 GFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973; as amended (29 USC 794); Title Vi of the Civil Rights Act of 1964; as amended, and related of regulations including 49 CER Parts 21; 26 and 27; and 23 CER Parts 200, 230; and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b):and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Centract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor Including 41 CFR 60, and 29 CFR 1625-1627: The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USO Section 140, the Rehabilitation Act of 1973) as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take aliimative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 1210) et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, employment, window regard to men race, religion, sec. color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, ortransfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprendiceship, pre-apprendiceship, and/or on-the-Job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do 50. 16 3

3. Dissemination of Policy: All members of the contractor's stall who are authorized to hire, supervise, promote, and . discharge employees, or who recommend such action; or who are substantially involved in such action, will be made fully. cognizativo, and will implement, the contractor's EEO policy and contractuat responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a สมักษัตระสาว 1.12 10 14

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every so months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel affice employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

a. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor Will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration. 01 40.75 -

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b. In the event the contractor has a valid bargaining agreement providing for exclusive hiting hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where Implementation of such an agreement has the effect of discriminating against minorities or women, or abligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions. 4.3.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnal Actions: Wages, working conditions, and, employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, i promotion, transfer, demotion, tayoff, and fermination, shall be taken without negarit to ace, color; religión; sex, national origin, age or disability. The following procedures shall be followeds > L H r gr. 2

a. The contractor will conduct periodic inspections of project siles to insure that working conditions and employee facilities do not indicate discriminatory treatment of project siter parsonnel. 1 x . . . . . \* - in

b. The contractor will periodically evaluate the spread of ... wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform avery complainant of all of their avenues of appeal.

6. Training and Promotion:

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a; The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unlongs if the contractor relies in whole or in part upon unlors as a source of employees, the contracter will use good fails efforts to obtain the cooperation of such unlong to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs almed loward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each onion agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through indépendent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, halfonal origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor-shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and tessors of their EEO obligations under this contract.

 b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin; or sex in the performance of this contract. The contractor shall cany out applicable requirements of 49.0FR. Part 26 in the award and administration of DQT assisted contracts. Return by the contractor to cany out these negative mains is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency. deems appropriate.

11. Records and Reports: The confractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be related for a period of three years following the date of the final payment to the confractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

 The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying; and upgrading minoritles and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <u>Form FHVA-1391</u>. The staffing data should represent the project work force on board in all of any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during sall or any part of the last payroll period preceding the end of July.

#### **IIL NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000-or more.

The contractor must ensure that facilities provided for employees are provided in such a manner; that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their earvices at any location, under the contractor's endform their the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other ealing areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking tots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the high ofway of a roadway that is functionally classified as Federal aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

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#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such paynell deductions as are permitted by regulations issued by the Sacretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide finge benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide finge benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefils on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, : That the employer's payrolf records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH+1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers,

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not fisted in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage, determination. The contracting differs shall approve an additional classification and wage rate and longe benefits therefore only when the following citized have been met; (0) The work in be performed by the classification.

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate; including any bona fide tringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and water rate including tipe amount designated for filinge benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Admiostrator of the Wage and How Division, Employment Standards Administration, U.S. Department of Labor Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove avery additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not dgree on the proposed classification and wage rate (including the amount designated for thinge benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will Issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the fust day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be. considered necessary to pay laborers and mechanics including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages ( : required by the contract. In the event of failure to pay anylaborer or mechanic, including any apprentice, trainee, or . helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborars and mechanics working at the site of the work, Such records shall contain the name, address, and social security number of each such workler, his or her correct classification, houry relea of wages paid (including fates of contributions or costs anticipated for bona lide tringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing beriefits under a plan or program described in section 1(b)(2)(2)(6) of the DavisBacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolis to the contracting agency. The payrolis submitted shall sat out accurately and completely all of the information required to be malibilated under 29 CFR 5.5(3)(3), except that the included on weekly transmittals, instead the payrolis shall not be included on weekly transmittals, instead the payrolis shall not be included on weekly transmittals, instead the payrolis shall not be included on weekly transmittals, instead the payrolis shall not be included on weekly transmittals, instead the payrolis shall not be included on weekly transmittals, instead the payrolis shall not be included on weekly transmittals, instead the payrolis shall not be included on weekly transmittals, instead the payrolis shall not be included on weekly transmittals, instead the payrolis shall not be included on weekly transmittals, instead the payrolis shall not be included an individually identifying number for each employee (

(2) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subconfluctor or his or ber egical who pays or supervises the payment of the paysons employed under the contract and shall certify the following:

(i) That the payrol for the payrol period contains the Information required to be provided under \$5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under \$5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(f) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid tha full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned; other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated Inito the contract.

(3) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of file 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section, available for inspection, copying, of transcription by authorized representatives of the contracting agency, the State DOT, the FRWX, of the Department of Labor, and shall permit such representatives to interview employees during workfind bours on the lob. If the contractor or subcontractor falls to submit the required records or to make them available, the FHVA may, after willion notice to the contractor, the contracting agency or the State DOT, fake such action as may the necessary to cause the suspension of any further payment, advance, or guarable of funds. Furthermore, failure to submit the required records poin requires at to make such records available may be grooned for determent action payment, advance, or required under paragraph 3.a. of this section available for

4. Apprentices and trainces

## a Apprentices (programs of the USDOL).

A ..... Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Annualization Training Administration, Office of Apprenticeship Training; Employer and Labor Services, or with Apprendices in primaring: Employer and Labor Services, or with a State Apprendiceship Againcy recognized by the Office, or if a person is employed in his or her first 90 days of probationary, employment as an apprendice in such an apprendiceship program, who is not individually registered in the program, but who has been bendled by the Office of Apprendiceship Training, Employer and Labor Services or a State Anomediceship Agency Macon apprendice by Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of appractices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprantice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicabl classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer In the event the Onice of Apprendiceship Hading, Engloyed and Labor Services, of a State Apprenticeship Agency recontrized by the Office, withoutawa approval of an apprendiceship program, the contractor will to longer be permitted to utilize apprendices at less than the explicable predetermined rate for the work period antil an acceptable program is approved.

#### b. Trainees (programs of the USDOL). 1

Except as provided in 29 CFR-5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed upless they are employed pursuant to and Individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Com Administration.

The ratio of trainees to journeymen on the job site shall not be

The fact of a values to journey near on de journey have a value of a greater than permitted onder the plan approved by the Employment and Training Administration Every trainee must be paid effort test than the rate specified in the approved program for the trainee's level of progress, Trainee program. If the trainee program does not mentions fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the so Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rale on the wage determination which provides for less than full tringe benefits for apprentices. Any employee listed on the payrol at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job sile in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetennined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be In conformity with the equal employment apportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract causes in 29 CFR 5.5.

7: Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All nullings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the. U.S. Criminal Code, 18 U.S.C. 1001. V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or sha is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation: flability for unpaid wages; liquidated, damages. In the event of any violation of the clause set forth in paragraph (1.) of this section that contraction and any subcontractor responsible therein shall be table for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Countest or at entropy, to such District of for such tenttory), for liquidated damages. Such floated damages shall be computed with respect to each individual labors or mechanic, including watchmen and guards, employed in violation of the sum of \$10 for each calendar day or which such individual was required on permitted to work in excess of the bondard violationed for the permitted to work in excess of the bondard violationed by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidatoit damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys psyable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federal contract with the same prime contract. Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to salisfy any liabilities of such contractor or subcontractor for unpaid wages and liguidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor of subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (k) of this section and also a clause requiring the subcontractors to include these clauses in any lower ter aubcontracts: The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specially items designated by the contracting agency. Specially items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, egents of the prime contractor, or any other assignces. The term may include payments for the costs of hiring leased employees from an employee leasing tim meeting all relevant Faderal and State regulatory requirements. Leased employees may only be included to this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees

mpioyees;
 (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 (3) the prime contractor retains all power to accept of activities individual employees from work on the project; and
 (4) the prime contractor remains utilized project; and the prime contractor remains utilized projection for the payment of prodetermined manufactor responsible for the payment of poynels, statements of compliance and all other Federal regulatory requirements.

b. "Specialty liems" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth In paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be . purchased or produced by the contractor under the contract provisions.

The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and contractor shall provide all saleguards, salety devices and protective equipment and take any pilter needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life dnd health of employees on the job and the safety of the public off the protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor, and any 1 = subcontractor shall not permit any employee, in performance. of the contract, to work in surroundings or under conditions which are unsanibary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standings (29 CFIC 1928) promulgated by the Secretary of Labor, in accordance with Sector 107 of the Contract Work House and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, It is a condition of this contract. that the Secretary of Labor or authorized representative breneof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the a Contract Work Hours and Safety Standards Act (40 U.S.C.3704). 11.15 .

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VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability or statements and representations made. by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful faisification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-ald highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Wheever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false chain with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation," or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-ald Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor; as appropriate, will be deemed to have stipulated as follows:

- . . P

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

 That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing' such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification - First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first fier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is fafer determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remédies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

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d. The prospective first fer participant shall provide immediate written notice to the contracting egency to whom this proposal is submitted if any time the prospective first fer participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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e. The terms "covered transaction," "debarred," "suspended," Theligible," "participant," "person," "principal," and "voluntarity excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Erwer Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractd), "Lower Tier Participant" refers to the participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers):

f. The prospective first terr participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this bovered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first fler participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, enlering into this covered transaction, without modification, in all lower ter covered transactions and in all solicitations for lower fier covered transactions exceeding the \$25,000 threshold.

45.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, truless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier-prospective participants; each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.ebs.gov/</u>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph (I) of these instructions, if a participant in a covered transaction knowingly enters into a lower fler covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction; in addition to other, remedies available to the Federal Government, the department or agency may terminate-this transaction for cause or default.

......

 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants;

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or egency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antigeststatutes or commission of embezziement, theft-forgery, bribery, faisification or destruction of records, making faise statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civily charged by a governmental entity. (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and ...

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shell attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The cartification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended, "ineligible," participant," "person," "principat," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may, contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgraptee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier. Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier..." Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractor). "Lower Tier..."

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or volucitarily - excluded from participation fir this covered transaction, unless authorized by the department or agency with which this transaction originated.
L The prospective lower tier participant further agrees by a submitting this proposal that it will include this clause lited.

L The prospective lower tier participant anther agrees by a submitting this proposal that it will include this clause litted "Certification Regarding Debarrient, Suspension, Ineligibility and Voluntary Exclusion-Lower The Covered Transaction," without modification, in all lowes ter covered transactions and in all solicitations for lower ter covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is eroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise freeigible to participals in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Partles List System website (<u>https://www.euis.gow/</u>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

L Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower lier covered transaction with a person who is suspended, debared, inetigible, or voluntarily excluded from participation in this transaction, in addition lo other remedies available to the Federal Government: the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

XL CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or ori behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, en officer or employee of Congress, or an employee of a Member of Congress in connection with the avarding of any Federal contract, the making of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

 During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalaction counties of the State wherein the contract work is situated; except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a tawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service Indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent Information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavallability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

 The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region. 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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#### SCOPE OF SERVICES CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT

#### 1.0 GENERAL

The Consultant shall be responsible for monitoring contractor compliance with all requirements of the Equal Employment Opportunity (EEO), Disadvantage Business Enterprise (DBE), Affirmative Action, On-the-Job Training (OJT) and Davis Bacon and Related Acts federal wage rate provisions (DBRA), as required by the FHWA 1273 required contract provisions Federal-Aid Construction Contracts and applicable Florida Statutes.

Project	Estimated	Anticipated	Anticipated	Anticipated
Number	Construction	Construction	Construction	Construction Start /
	Cost	Start	Completion	Completion
429-202	\$61,314,000	2 <sup>nd</sup> Quarter 2015	3rd Quarter 2016	+/- 1 Quarter
429-203	\$59,298,000	2 <sup>nd</sup> Quarter 2015	3rd Quarter 2016	+/- 1 Quarter
429-204	\$85,832,000	4 <sup>th</sup> Quarter 2016	3rd Quarter 2018	+/- 1 Quarter
429-205	\$39,846,000	2 <sup>nd</sup> Quarter 2017	3rd Quarter 2018	+/- 1 Quarter
429-206	\$62,916.000	2 <sup>nd</sup> Quarter 2017	3rd Quarter 2018	+/- 1 Quarter

#### 2.0 WEKIVA PARKWAY PROJECTS

#### 3.0 SERVICES

The Consultant shall provide expert assistance to CFX Business Development Department to ensure FHWA requirements are met in an accurate and timely manner. The Consultant shall assist the CFX Business Development Director in management of the TIFIA loan for the Wekiva Parkway project, in accordance with the FHWA requirements by using the Florida Department of Transportation (FDOT) Construction Compliance Workbook (Workbook), as applicable, through but not limited to the following activities:

- 3.1 Observe the Contractor's reporting activities for DBE, EEO, AA, OJT and DBRA contract compliance using the FDOT Workbook, where applicable.
- 3.2 Identify issues of noncompliance, advising the CFX Business Development Department, and taking compliance action as provided by the FDOT Workbook, as applicable.
- 3.3 Ensure timely submission of weekly payrolls, conducting reviews as appropriate to determine correct wage rates, classifications, overtime calculation, fringe calculation, consistency with labor interviews and related DBRA and FDOT Workbook requirements.
- 3.4 Monitor and track Disadvantage Business Enterprise (DBE) contracting and subcontracting through Excel format, including a running tally of commitments and

actuals to ensure timely filing with FHWA of June 1 and December 1 Uniform Report of DBE Award Commitments and Payment form (49 CFR 26, Appendix B).

- 3.5 Conduct reviews of DBEs and project documentation to ensure commercially useful function (CUF) and accurate counting of DBE credit as described in the FDOT Workbook.
- 3.6 Monitor and track OJT project requirements, ensuring compliance in recruitment, selection, training hours and reporting.
- 3.7 Provide an annual list of trainee enrollments and graduations by race, gender, ethnicity and training classification, due to CFX Business Development Department by December 31 of each year the contract is active.
- 3.8 Complete and submit to the CFX Business Development Department the annual July Report (1391) as described in the FDOT Workbook and using the current approved Excel form provided by FHWA.
- 3.9 Maintain the required level of review of the Contractor compliance activities to assure compliance with the specifications, special provisions for the Construction Contract, and the FDOT Workbook.
- 3.10 Maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document all deficiencies.
- 3.11 Cooperate with the CFX Business Development Director and/or FHWA in reviews of nondiscrimination compliance, including pre and post grant audits, site visits, project staff interviews, and examination of records.
- 3.12 Obtain paper/ electronic copies of all contracts, invoices and supporting documentation and keep track of detailed payment histories for the Business Development Director. Identify any exceptions or discrepancies in contract invoices and financial reports, and track these through resolution by the Business Development Director and archiving final records.

#### 5.0 STATUS MEETINGS

Consultant will schedule compliance status meetings with CFX Business Development Director each month or more frequently as required and conduct site visits to ensure the coordination of the project. Compliance status meetings will include but not be limited to:

- 5.1 Providing updates on project progress reviewing required reports and due dates.
- 5.2 Improving the accuracy and timelines of report submissions from the Consultant to the CFX Business Development Director.

- 5.3 Identifying problems and issues, and developing a response strategy.
- 5.4 Following up on delinquencies, corrective action plans, requests for information, or any other compliance issue.
- 5.5 Monthly updates will be provided on project progress.

# 6.0 ITEMS FURNISHED BY THE CONSULTANT

#### 6.1 VEHICLES

Vehicles shall be equipped with appropriate safety equipment and shall be able to effectively carry out requirements of the contract. Vehicles shall have the Consultant's name and phone number visibly displayed on both side of the vehicle. Tolls are nonreimbursable.

## 6.2 FIELD EQUIPMENT

The Consultant shall supply inspection equipment essential to carry out the work under the contract. Such equipment includes those non-consumable and non-expendable items, which are normally needed for Disadvantage Business Enterprise (DBE) Registered Compliance Specialist (RCS) services and are essential in order to carry out the work under the contract. Hard hats shall have the Consultant's name visibly displayed. Appropriate reflective vests per FHWA standards shall be worn onsite at all times. Equipment described herein and expendable materials will remain the property of the Consultant and shall be removed at completion of the work. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of the contract. Field equipment shall be maintained and in operational condition at all times.

## 7.0 LIAISON

The Consultant shall keep the Business Development Director informed of all the significant activities, decisions, correspondence, reports and other communication related to its responsibilities under the contract. The Business Development Director shall review and approve the Consultant's invoice requests, personnel approval requests, time extensions request, and Agreement amendments request.

## 8.0 PERFORMANCE OF THE CONSULTANT

During the term of the contract and all extensions thereof, CFX will review various areas of Consultant operations to determine compliance with the contract. The Consultant shall cooperate and assist CFX Business Development Director in conducting reviews. If deficiencies are indicated, the consultant shall implement remedial action immediately upon approval of the Business Development Director. CFX Business Development Director and Consultant responses or actions or both shall be properly documented by the Consultant. Consultant shall not be compensated for remedial actions, if any are required, undertaken by the Consultant to correct deficiencies. Remedial actions and required response time may include but are not necessarily limited to the following:

- 8.1 Further subdivide assigned compliance responsibilities, or reassign compliance personnel, within one week of notification.
- 8.2 Replace personnel whose performance has been determined by the Central Florida Expressway Authority to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- 8.3 Immediately increase the frequency of monitoring activities in phases of the work that are the Consultant responsibility.
- 8.4 Increase the scope and frequency of training of the Consultant personnel.

## 9.0 **REQUIREMENTS**

The Consultant shall provide the necessary and qualified personnel in order to effectively and efficiently monitor the projects as defined in this scope for compliance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273). These services should be performed in accordance with the program established by Florida Department of Transportation (FDOT).

The responsibilities of the Consultant shall include the following in order to successfully monitor and enforce compliance for all four elements of the FDOT Compliance program (including EEO, Wages, DBE, OJT):

#### 9.1 DBE MEETING

CFX requires that a DBE meeting be held with the Contractor prior to the preconstruction meeting to identify opportunities for the Prime Contractor to utilize DBE subcontractors. The Consultant shall prepare the necessary materials for this meeting based on the project work items and communicate those opportunities for DBE utilization to the Prime Contractor, as such.

#### 9.2 PRE-CONSTRUCTION MEETING

Attend the pre-construction meetings and conduct the portion of the meeting pertaining to the information as outlined in this scope of services.

### 9.3 JOBSITE BULLETIN BOARD

Inspect the project bulletin board installed by the contractor to ensure it is in place on or before the first day workers are present on the project and throughout the life of the project; the board shall meet the Federal and State requirements and include all required documents, posters, forms and other information; perform periodic inspection as needed

throughout the project in no less than quarterly increments and/or as needed based on additional information that must be posted to the board.

## 9.4 DATA SUBMITTALS

Analyze and evaluate data submittals in order to take appropriate actions when necessary.

#### 9.5 COMPANY EEO REQUIREMENTS

Monitor EEO requirements for both the contractor and subcontractors and ensure all required submittals are received from the contractor and subcontractors.

#### 9.6 SUBCONTRACTS

Review subcontracts to ensure that all applicable Federal provisions are included.

#### 9.7 PAYROLLS/WAGES

Receive and check weekly payrolls for both the contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations.

#### 9.8 NON-COMPLIANCE

Communicate as necessary to the contractor any issues of non-compliance for resolution. Communicate with CFX Business Development Director in any instance of non-compliance (including payroll violations, Affirmative Action, etc.) as deemed necessary.

#### 9.9 DBE

Monitor the contractor utilization of Certified Disadvantage Business Enterprise (DBE) and review commitment and payments reported by the contractor.

#### 9.10 LABOR INTERVIEWS

Perform monthly interviews with project personnel of both the contractor and subcontractor to ensure compliance with EEO and Wages requirements.

#### 9.11 QUALITY ASSURANCE (QA) PROGRAM

The Consultant shall conduct a review to make certain its organization is in compliance with the requirements cited in this Scope of Services. Quality reviews shall be conducted to evaluate the adequacy of material, processes, documentation, procedures, training, guidance and staffing included in the execution of the contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in the contract. The Consultant shall perform a QA review with in the first two (2) months of start of construction. The Consultant shall provide the CFX Business Development Director with the results of the QA review.

At the sole discretion of the Authority, the CFX Business Development Director or their designee, may conduct a spot review of the Consultant's Quality Assurance (QA) Program for compliance with the requirements cited in this Scope of Services.

#### 9.12 VERIFICATION OF CONTRACT COMPLETION

Once the construction contract is complete it will be the Consultant's responsibility to prepare documentation and records in compliance with the Scope of Services and FDOT/FHWA requirements.

#### 9.13 DOCUMENTS

- 9.13.1 All documents submitted for review, with the exception of draft reports, shall be in PDF format with no less than 300 dots per inch (dpi). Draft reports may be submitted in WORD or EXCEL format. Final reports shall be submitted in a PDF format as described above.
- 9.13.2 Consultant shall submit documents (FHWA submittal forms, etc.) to the Business Development Director on a periodic basis for review. The periodic basis shall be established at the beginning of each project by the Business Development Director and the Consultant. At the sole discretion of the Business Development Director, document submittal times may change to ensure compliance with the Scope of Services and FDOT/FHWA requirements.
- 9.13.3 Consultant shall submit the "original" project documents no later than 30 days after individual Project completion. Project documents shall be submitted in a manner and sequence acceptable to the Authority and the Business Development Director.

\*\*\*\*\*\* END OF SCOPE OF SERVICES \*\*\*\*\*\*

## METHOD OF COMPENSATION CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES

#### 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 hourly rates shown in the Fee 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 Director of Business Development. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment.
- 3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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 Payment for invoices received by the Director of Business Development by the 1<sup>st</sup> of the month will be placed in the U.S. Mail on the last working day of the following month. Invoices may be submitted via email to <u>billing@cfxway.com</u>. 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 Director of Business Development, 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





# PROPOSAL FOR CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT

# Contract No.: 001072



MAIN OFFICE: 653 Hunters Run Blvd.

Lakeland, Florida 33809

REMOTE OFFICE: 2462 Ocean View Blvd., Suite 202

Ocoee, Florida 34761

(863) 255-0121

sabrina@covaltgroup.com

February 27, 2015



February 27, 2015

Mr. Robert Johnson Manager of Procurement Central Florida Express Authority 4974 ORL Tower Road Orlando, Florida 32807

#### RE: CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES CONTRACT NO.: 001072

Dear Mr. Johnson:

Covalt Group, Inc. is pleased to submit our proposal to present our professional qualifications to the Central Florida Expressway Authority's (Authority) current advertisement Construction Contractor Compliance Consultant Services.

Our proposal is very simple to ensure to the Authority that the contractors working on their projects are in or out of compliance with FHWA 1273, which includes the Davis Bacon Act, CHWSSA, and other compliance regulations.

We are hopeful that you will select CGI as a potential candidate for these challenging and important positions. You and the Authority can place confidence in CGI for your compliance needs. We will make every effort to earn your trust and your business. We would love the opportunity to be part of a team of professionals with outstanding skills to make these projects a success.

Please call me at (863) 255-0121 or email me at <u>sabrina@covaltgroup.com</u> if I can provide additional information or assistance. Thank you for your time and consideration to work with Covalt Group Inc.

Sincerely,

Sabrina Covalt President/Resident Compliance Specialist



# PROPOSAL FOR CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT CONTRACT NO.001072

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CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT CONTRACT NO.001072 Contact: Sabrina Covalt (863) 255-0121 sabrina@covaltgroup.com

#### A - EXECUTIVE SUMMARY

Founded in 2007, Covalt Group is a DBE certified company specializing only in the Compliance Specialist field positions to provide quality services to our Florida based clients. We have served various types of contracts with the Florida Department of Transportation and Local Agencies throughout Florida.

The Authority, a recipient of FHWA funds for the Wekiva Parkway projects, is required to ensure contract compliance with FHWA 1273 version dated May 1, 2012. Contractors who participate on Authority contracts are required to comply with Employment Opportunity (EEO), Disadvantaged Business Enterprises, (DBE), On-the-Job Training (OJT) and Wage Rate Special Provisions. We understand and believe we can meet the Authority's desire to engage with a professional Contract Compliance firm to monitor the contractor's performance of the construction contract for compliance with all requirements.

Our team has current up to date knowledge of Company EEO, Project EEO, DBE, OJT and Wages payroll procedures. We understand the Authority's and FHWA's goals related to contract time, money, quality, and contract documentation. We are aware of the critical time frames and methods for ensuring accurate collection of documentation, including the current DBE Commercial Useful Function documentation. We review and evaluate all reports and documentation from the prime and subcontractors for accuracy, completeness and timeliness.

Our team is well known for thoroughly understanding the FHWA's requirements, procedures, priorities, and expectations. Our team has leadership traits that include honesty, integrity, and decisiveness. We have a successful history of working well with other team members, consultants and contractors. Our team members have consistently received commendations by Department in areas such as EEO, DBE, OJT and Wage Provisions required by the FHWA. Our goal is to exceed the expectations of every client by offering the most effective and professional service.

Having served on many Consultant CEI teams on several federal funded projects, CGI understands the requirements of this type of contract and has assembled an excellent team with recent similar project experience. Our staff has keen awareness of the scope requirements, potential project issues, and is well prepared and uniquely qualified to undertake this important assignment for the Authority. We believe our team's previous project experience makes us an ideal choice to perform the requested services. Our team will provide you with the appropriate staff to ensure success. We propose that Sabrina Covalt will monitor primarily EEO, DBE and OJT. Amanda Porter will monitor the payroll compliance. Debble Ganas will conduct QC Reviews and till in when necessary for EEO, OJT, DBE and Wages.

CGI's employee policy is to use an RCS activity log along with our timesheets. We use this log to record what activity was done and when for accountability.

Our team understands our primary role as compliance specialists is to provide assistance to the Authority that the contractors working on your projects are in compliance with FHWA 1273 requirements. We will be working directly for you and will provide all services in accordance with the EEO Contract Compliance Workbook, as well as all procedures, policies, directives, specifications and standards. Each one of our proposed staff is familiar with and has a working knowledge of procedures regarding elements of the compliance program, EEO, DBE, OJT, Wages and Payrolls.

Building good relationships with all parties involved and working as a team is essential for the successful completion. The compliance specialist role is not what it used to be. There are many players involved and we all must work together in an environment where good coordination and communication is the accepted norm. CGI has the team to create this environment and will do an excellent job in facilitating good relationships between all parties involved. We all come together for a number of different reasons, but our goals are the same, to achieve peak performance and experience success. To succeed at the task, everyone involved needs to combine our efforts. Everyone has their own unique role, but each person's individual role must be recognized and appreciated. This effort will require an incredible amount of leadership, experience, dedication, coordination and communication.

Some of our team's positive traits are listening to instructions and repeating them back to ensure clarity. Mistakes and accidents are often the result of people failing to pay attention to what they are told. Our team is swift to hear and slow to speak avoiding misunderstanding and miscommunications. We understand our duties inside and out and pay attention to detail. We are aware of our responsibilities, and recognize how our duties affect other's workload. Our team is naturally upbeat, positive and easy to be around. When things are wrong, we see the solution to solving the problem. The Authority can depend on our team. We strive to achieve a consistent level of quality and excellence. We are known for performing tasks well all the time, not just some of the time. Simple commitments are important too. Our team stays on track. Not allowing things outside the job to steal time, attention, and energy from doing what we have been hired to do. We remain focused. We believe our team has built up a solid track record of



basic, yet vital hallmarks that distinguish us from our peers. CGI's team is prepared to provide these qualities and meet the challenge. Our Compliance Specialists work as a coach (trainings, giving effective communication) and a cop (issuing noncompliance when necessary) using common sense to achieve contractor civil rights and compensation compliance.

Below is samples of our monitoring methods and use of tools that our compliance specialists use on each individual project

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#### ON-THE-JOB TRAINING ON FEDERALLY FUNDED PROJECT

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#### **B-UNDERSTANDING AND APPROACH**

It is our understanding that the scope of the contract is to supply outstanding staff that will support and assist the Authority's Business Development Department to monitor and verify construction contract compliance related to the anticipated TIFIA loan for the Wekiva Parkway construction projects. These duties and responsibilities are to ensure that contractors that participate on Authority contracts comply with Federal Highway Administration's policies and procedures, Equal Employment Opportunity (EEO) and Affirmative Action (AA) Policy, Disadvantaged Business Enterprise (DBE) On-the-Job Training (OJT) and Federal Wage Rate Special Provisions required by the FHWA 1273 Contract Provisions, Federal-Aid Construction Contracts and the Florida Statutes and Administrative Codes.

We are known for documents being well organized. We believe that after completion of the project, when we are no longer involved, our files can speak for themselves. This makes it easy for an auditor, when compliance specialists are no longer involved in the project and no one is there to explain to the reader the documents or to verbally bridge the gaps in the paperwork. All incoming documents are consistently date stamped. We efficiently group documents by prime contractor and each subcontractor, and are grouped by the compliance program based on event and receipt.

Prior to construction of the project, we recommend conducting an initial face to face EEO support meeting with the contractor's personnel who will be submitting all required documentation. This starts the communication of what is expected before the Preconstruction Meeting and before the start of work; delivering the Preconstruction EEO Conference script, bulletin board package and any required forms. We believe in being the front line, set up and day to day technical assistance to the staff responsible for project level compliance monitoring of EEO, DBE, Payroll and OJT; being available for questions and answers to help with any tasks, obstacles or issues. Setting up for monitoring includes: Design and development of checklists, payroll tracking charts, etc for monitoring compliance on projects, Noncompliance; letters/timing, payroll violations and supplemental payroll corrections and record violations and resolutions. Monitoring DBE payment data from prime contractors and communicates status to the Authority and instructs prime on reporting requirements. We have experience in conducting onsite Compliance Reviews. Our team will ensure all documentation is aligned with FHWA programs having consistent, predictable and repeatable measures. We recommend using the FDOT EEO Contract Compliance Workbook, which is currently in the process of becoming a Manual, so contractors who have worked on previous Florida federal funded projects have the same experience on the Wekiva projects, preventing any confusion and aggravation.

At the Preconstruction Conference, compliance portion we discuss in detail the relevant special provisions of the project contract. The compliance specialist will review the Notice of Preconstruction invitation to make sure all the required attendees have been invited, FHWA, Contractor's EEO Officer, and the USDOT Office of Inspector General Office. We will send current EEO-DBE-OJT-Wages items to all parties to be discussed at the progress meetings and attend if further assistance is needed. CGI provides an Inspector Folder for each CEI team project.

SUBCONTRACTS (FHWA 1273 Section I General 1.): FHWA states FHWA 1273 must be included in all Federal-aid contracts, in all subcontracts and in lower fier subcontracts. The compliance specialist within ninety (90) days of a federal aid construction contract execution, will issue to the prime a memorandum requesting copies of each legal agreement between the prime contractor (or 1<sup>st</sup> fier subcontractor) and subcontractor. The compliance specialist will ensure the agreement references and includes attachments of the FHWA 1273 dated 5-01-12 and the correct wage rate determination table per the contract in its entirety.

EQUAL EMPLOYMENT OPPORTUNITY: The prime is responsible for all subcontractors of \$10,000.00 or more to ensure they are in compliance with section 2 & 3 of the FHWA 1273. The compliance specialist will request from the prime construction contractor and all subcontractors/rental agreements with subcontracts/ rental agreements of \$10,000 or more the following EEO Documents. COMPANY EEO REQUIREMENTS:

- <u>EEO AA Plan and Policy</u> (FHWA Section II, Part 3.): We will review their policy to ensure it adheres to the minimum requirements. If the contractor does not have an EEO AA Plan and Policy, the procedures and information for implementing a policy can be provided.
- <u>EEO Officer Identification</u> (FHWA Section II, Part 2): The compliance specialist will verify that contractors will identify their EEO Officers. Recommend FDOT Form#275-021-13.
- <u>Supervisory EEO Meeting</u> (FHWA Section II, Part 3.a.): The compliance specialist will request copies of the meeting documents to verify that periodic meetings of supervisory and personnel office employees were conducted before the start of work and then not less often than once every six months. We recommend FDOT Form#275-021-05.
- Non Segregated & Non Discrimination (FHWA Section II and Section III): The compliance specialist will verify record keeping of the contractors' documentation to ensure that working conditions and facilities used or provided in association with employment are not discriminatory. Routine analysis is undertaken by the contractor to ensure a lack of



discriminatory practices, confirm evidence of equal opportunity and ensure adequate and effective implementation of affirmative action. Recommend FDOT Form# 275-030-13.

- Recruitment (FHWA 1273 Section II Part 4): The compliance specialist will verify the contractors' compliance with recruitment. We recommend FDOT Form #275-021-21 but must also have the following attached:
  - Copies of applicant logs with referral sources, including walk-ins, are maintained by the prime; for the prime and each subcontractor of \$10,000.00 or more.
  - Copies of ads with the notation "An Equal Opportunity Employer", advertisements in publications with a large minority circulation in the area where project work force is drawn. Recruitment resources, i.e, newspaper ads and Employ Florida Career One Stop (the only public resource in Florida) postings. Employees are to be encouraged by the contractor to refer minority group applicants for employment.
  - Internal Training (FHWA 1273 Section II Part 6.) The compliance specialist will request documentation to verify if there are any internal training programs.
  - Spread of Wages (FHWA 1273, Section II, Part 5b.): The compliance specialist will request documentation to verify that the contractor has periodically evaluated the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

#### PROJECT EEO REQUIREMENTS:

- <u>EEO Information to Project Personnel</u> (FHWA 1273 Section II, Part 3.e.): The compliance specialist will request documentation where contractors have routinely informed their project employees of their equal employment opportunity (EEO) civil rights, contractor's policies, procedures, and various wage/payroll protections. The compliance specialist will verify if all project personnel have attended a meeting, or have received orientation of items against the certified payrolls. Recommend FDOT Form#275-21-06.
- Annual July EEO Report (FHWA 1273 Section II Part 11.b.): The compliance specialist will collect the July EEO Reports from all contractors active one or more days in July, Form#275-020-08 by August 20<sup>th</sup>. The compliance specialist will verify the July EEO Report against the certified payrolls and daily work report to ensure all full-time and part-time employees were accounted for, by sex and race for each of the job categories. Once the reports have been verified and are correct, the compliance specialist will combine all reports into one report Form#275-020-08 and submit for further processing to FHWA.
- Jobsite Bulletin Board (FHWA 1273 Section II, Part 3d.): The compliance specialist will inspect the bulletin board before
  workers first appear on the project and ensure all required information (posters) has been posted. The compliance specialist will
  continue to review the bulletin board and ensure compliance throughout the life of the project. Recommend FDOT Form #275021-10 to perform these bulletin board inspections. Required posters are EEO is the Law, Florida Law Prohibits Discrimination,
  Notice, Employee Rights under the Davis Bacon Act, Wage Determination Appeal Process, EEO Officers (FDOT Form# 275020-28), Family & Medical Leave Act Rights, OSHA, Employee Polygraph Protection, Wage Rate Determination Table and
  Additional Classification Requests.
- <u>EEO Contractor Compliance Analysis</u>: We recommend the contractor keep a copy of this document of their subcontractors on file.

DISADVANTAGED BUSINESS ENTERPRISE: Our team is experienced in monitoring contractors' DBE compliance per the DBE Specifications. We will urge contractors to utilize DBE's whenever possible. This would be part of the initial meeting with the contractor before the Preconstruction meeting.

We will verify that the contractor communicates and reports DBE commitments within 3 business days before the Pre-Construction Conference. Recommend FDOT Form#275-030-011A Anticipated DBE Participation Statement, to report the names and dollar amounts of the DBE's anticipated to be utilized on the projects. We review the certification of sublet, and check the DBE directory to verify DBE status of the subcontractor. If any DBE's are added, deleted, or the DBE contract dollar amount changes during the project we recommend the contractor provide a revised Anticipated DBE Participation Statement within 14 days of the change.

The compliance specialist will collect from the contractor monthly actual payments made to DBE's for work performed with their own workforce and equipment in the area in which they are certified. The compliance specialist will also monitor timely payments made to the DBE subcontractors. Contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each progress payment made to the prime contractor per Title 49 CFR.

An issue that has been emphasized often, is the importance of the Commercially Useful Function monitoring. FHWA has stressed coordination with the contractors to ensure that the DBE's on projects are performing the work that they are responsible for on the contract. The compliance specialist will verify documentation for commercial useful function before counting a DBE payment towards the DBE credit. Who is providing supervising and managing? Who are the workers employed by? Who owns equipment? We recommend FDOT Form#275-021-18 along with providing sufficient backup documentation. We will have a CUF form template



established and ready for the Inspectors to conduct the CUF observations for the first 3 active months for the DBE subcontractors. The compliance specialist will use an excel spreadsheet to keep track of payments and when CUFs were conducted.

For DBE Trucking subcontractors, the contractor will submit the DBE Trucking Certification Form#275-030-14 monthly along the monthly actual payment. The compliance specialist will request copies of invoices attached to the ledger, vehicle registrations, a trucking list of who owns the trucks that may be referenced to invoices to show which trucks are counted as 100% DBE owned and which are counted for commission fees only, and a copy of a contract between the DBE trucking subcontractor and any owner operators to verify the commission fees percentage. CGI is experienced in confirming CUF, and calculating dollars for DBE trucking credit. Recommend FDOT Form#700-010-61 to verify that at least one of the DBE's 100% owned trucks was used at least once on this project so that the trucking dollars may be counted as DBE credit.

The compliance specialist will ensure DBE commitments and payments are timely reported to FHWA of June 1st (data covered from Oct 1st – March 31st) and December 1st (April 1st - Sept 30st) using the Appendix B to Part 26—Uniform Report of DBE Awards or Commitments and Payments Form.

ON THE JOB TRAINING The contractor will be required to provide On-the-Job training aimed at developing full journeymen/women in the type(s) of trade or job classification(s) involved in the project work. CGI recommends establishing and maintaining all documents related to On the Job Training Program per the FDOT Workbook/Manual. CGI will conduct a Training Evaluation Meeting held prior to the start of construction to finalize the number of trainees that will be required on a contract, to identify training classifications to be used, to develop and approve Proficiency Statements for those classifications and to develop and approve the initial On-the-Job Training Schedule.

The QJT Schedule FDOT Form#275-020-96 details the number of trainees to be trained in each training classification, the portion of the contract time during which training of each trainee is to take place, and the beginning and ending dates of training. The compliance specialist will monitor the QJT Schedule and notify the contractor if a revised QJT Schedule is required when an event on the approved schedule has been missed by 14 or more days or the contractor has requested a change in training classifications or a trainee terminates. The Trainee Enrollment and Notice of Personnel Action Form No. 275-020-08, is initiated by the contractor and sent to for approval of all actions associated with a trainee. This form is due within 7 days of the effective date of each action recorded thereon. Once the contractor has identified an employee to fill the position on the approved OJT Schedule, the compliance specialists is to ensure the employee is interviewed using FDOT Form#275-021-02. We will ensure timely submission of the Monthly Time Reports and verify the reports against payrolls and report inconsistencies. Training hours are subject to verification by the compliance specialist. We recommend the contractor initiate the observation of the trainee's proficiency and the compliance specialist be responsible for coordinating the scheduling of the proficiency observation. This insures the proficiency observation is not conducted prior to the minimum requirements being met by the OJT trainee.

429-202	\$61,314,000.00	17
429-203	\$59,298,000.00	17
429-204	\$85,832,000.00	21
429-205	\$39,846,000.00	14
429-206	\$62,916,000.00	18

\*the actual number of trainees will be based on the actual contract amount.

WAGES/PAYROLLS The compliance specialist will verify payrolls are in compliance with Davis Bacon Act, Copeland Act, CWHSSA and FHWA 1273. All payrolls are required to be complete, in order to achieve compliance with the regulations FHWA 1273 Section V.

- <u>Wage Rate Tables</u>: The compliance specialist will review the contracts to ensure the correct wage table has been referenced and attached. Our compliance specialists have experience working on contracts with multiple wage decisions based on the type of construction or location of the work as working within multiple Counties.
- <u>Certified Weekly Payrolls (Form 700-010-69 May Be Used)</u>: We recommend following the FDOT Workbook allowing the contractor and subcontractors an option to submit photocopy payrolls via email. Payroll and Wage requirements are applicable to the prime contractor, all subcontractors, and rental agreements w/ operator, regardless of their subcontract dollar amounts, and submitted via email or paper original. Payrolls are due within 7 days of the regular payment date of the payroll for each



week of work performed. CGI has a process for determining when payrolls are due requesting the contractor's pay date and tracking on a excel spreadsheet.

- Wage Rate Classifications and Additional Classification Requests (Form #700-010-07): As always, prompt communication and coordination as a team are key to a successful project. As more design/build projects and new types of work come to our industry, we are also seeing different work classifications and even union work forces on projects that are a bit different than the usual work types and we will be attentive to that. Wage Rate and Classifications must be in accordance with the applicable Federal Wage Decisions assigned for each individual project. These will be checked to verify whether all employees performing work under the contract are being paid the prevailing hourly rate for his or her classification, are working foreman being reported on the payrolls, and is the contractor reporting employees who are working in one or more classifications correctly. This is another reason for ensuring up front communication to all subcontractors have been given receiving a copy of the Prevailing Wage Rate Table assigned to the project by reviewing their subcontractors have been given receiving a copy of the Prevailing Wage Rate Table assigned to the project by reviewing their subcontractors have been given receiving a copy of the Prevailing Wage Rate Table assigned to the project by reviewing their subcontractors must be e-mailed prior to start work on project. The requests can only be submitted by the prime contractor, any subcontractors making the request must do so through the prime contractor. Additional Wage Determinations Form No. 700-010-67 must be posted on the project bulletin board as soon as the request is approved.
- <u>U. S. Department of Labor Deductions</u>: Contractors are responsible for requesting USDOL permission for deductions which do not fall within the parameters of those deductions generally allowed as per the Copeland Act (Anti-Kickback Act). This permission is to be obtained before taking the deduction and is usually granted for a period of 1 year. The compliance specialist will collect copies of the USDOL letters of approval for deductions that require approval (cell phone, uniforms). Before the USDOL approval letter expires, the compliance specialist shall notifying the contractor giving them a friendly reminder that deductions will not be allowed after expiration date unless an updated letter has been submitted.
- Fringe Benefits: Our compliance specialist, Sabrina Covalt, has attended several USDOL seminars and conducted training for contractors. She has passed this training information on to her compliance specialists, Debbie Ganas and Amanda Porter. We understand how confusing calculating fringe benefits can be. CGI is experienced in calculating fringes and knowing what documentation to request to verify the funded or unfunded fringe benefit. We will look out for the Authority and ensure the contractor is correctly using fringe benefits and meeting the min. wage rate plus the fringe benefit per the wage rate determination table.
- <u>Overtime:</u> Our compliance specialists understand the regulations of CHWSSA. Overtime hours are defined as all hours
  worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and on-half
  time the regular rate of basic pay plus the straight-time rate of any required fringe benefits.
- <u>Employee Labor Interviews</u>: The compliance specialist has a process for obtaining the required number of interviews each
  month and conducting a cross section of contractors. Recommend FDOT Form#700-010-63. The compliance specialist
  compares the interview against the payroll substantiating wage classification, rate, deductions and EEO Compliance, acting on
  the information submitted as necessary. The contractor will be notified of any discrepancies.

429-202	\$61,314,000.00	11
429-203	\$59,298,000.00	11
429-204	\$85,832,000.00	13
429-205	\$39,846,000.00	9
429-206	\$62,916,000.00	11

\*the actual number of interviews will be based on the actual contract amount.

NONCOMPLIANCE PROCESS The compliance specialists will submit deficiency communications to the prime for the prime and/or subcontractors noncompliance with the compliance programs requirements including the submission of required data upon request in any element of the program regarding DBE, EEO/AA, OJT, Wage Rates and Payrolls. We recommend following the FDOT Workbook/EOC Contract Compliance Manual Section 1.6 and 6.6.2. Using two sanctions to be applied when a performance deficiency exists; withholding a monthly progress estimate and issuing a performance deficiency letter. We encourage communication and coordination with all CEI Project Administrators to combine noncompliance issues with letters that may need to be issued by the project staff. We will also keep all parties informed when the noncompliance has been resolved.

<u>Notice of Noncompliance letter for EEO, DBE and/or OJT</u>: This letter is issued once a month per the FDOT Workbook/EOC Contract Compliance Table related to DBE, EEO and OJT. Some instances of noncompliance could be the OJT Schedule is past the 14 days of a trainee start date and the contractor has failed to submit a Revised OJT Schedule timely, the jobsite bulletin board



EEO Officer poster has not been updated to include a new subcontractor over \$10,000.00 before the subcontractors begin work date.

- Notice of Noncompliance Non Receipt of Payroll/Incomplete or Incorrect Statement of Compliance letters: The compliance specialist will issue a notice letter to the contractor if the contractor or subcontractor failed to submit certified payrolls for the week they worked on the project (attached DWR showing activity), or if the Statement of Compliance (Part 1 of the Payroll form) is incomplete or incorrect.
- Notice Of Payroll Violation (Form 700-010-59): A Payroll Violation is issued by the compliance specialist when it is determined the certified payroll does not comply with the minimum wage requirements, the submitted wage/payroll information is incomplete or enoneous, or unauthorized deductions were made. Payrolls violations are notified to the Federal Highway Administration. We recommend payroll training with the contractor and subcontractors ahead of time to prevent less submission of payroll violations. Some common mistakes are math errors, an employee was interviewed but doesn't show up on the payroll for the work week, or a loan deduction but an authorized employee deduction loan letter was not submitted with or before the payroll was submitted.

#### C. EXPERIENCE OF FIRM AND ABILITY OF STAFF

Delivering the highest level of quality services is paramount to ensuring a successful project and will provide a direct, positive reflection on both the Authority and the consultant teams. Our team members understand and are committed to this core value for the project.

CGI's selection for this contract will provide Authority with the appropriate staffing to ensure that all compliance requirements are met successfully on projects. Our team has over 61 years of combined Resident Compliance Specialist experience. Each of our personnel maintains all of the necessary qualifications and certifications outlined in the scope of services.

Sabrina Covalt will lead the team and manage this contract as the contract compliance manager. She will be the primary point of contact. Debbie Ganas will act as the secondary point of contact and provide additional support as necessary. Both Mrs. Covalt and Mrs. Ganas have extensive experience in working on federal funded projects. This experience and knowledge of the compliance, coupled with their hands-on approach to managing projects, adds fremendous value and is a critical component of the CGI commitment to a successful contract for the Authority. Mrs. Covalt will maintain continuous communication with the team and with the Authority's Project Manager for this contract. She will ensure assignments are adequately staffed with the correct people and that all job tasks are being appropriately and accurately completed. Our goal is to do it right the first time every time.

Sabrina Covalt President of CGI, Inc. has 19 years' experience in compliance. Ms. Covalt will serve as the primary contact and will provide Compliance Specialist services in EEO, OJT and DBE. She is currently serving as the FDOT District One LAP Oversight Compliance Specialist until March 2015. Her duties are conducting oversight to the Local Agencies Resident Compliance Specialists to working as a Resident Compliance Specialist. Sabrina has worked primarily in FDOT District One providing outstanding compliance services. Sabrina has proven leadership in training other RCS's and contractors. If a contractor requests help she is there for the prime contractor and all their subcontractors to go over any area of the compliance program. She has an outstanding reputation and industry respect. Sabrina will be responsible for all facets of compliance specialist duties, including monitoring EEO compliance, OJT, DBE monitoring, payroll compliance; responsible for documentation, and reporting activities. Past FDOT D1 CCCA Performance Reviews 100% on 5/16/12 and 99% on 7/14/11.

Reference; Carey Shepherd, FHWA Civil Rights Program Coordinator, (850) 553-2206

Debbie Ganas will have 37 years as of May 2015, with much of her experience being in FDOT District One as a FDOT employee with Sarasota Operations, that experience is what makes her the right compliance specialist for you. Ms. Ganas will provide peer review and QC support. She is outstanding in monitoring contractors' DBE compliance per specifications and EEO per FHWA 1273. She is also people-oriented, a true team player and has outstanding communication skills with contractors. Reference; Jacquelin Brown, FDOT D1 DCCM (863) 519-2757

Amanda Porter has 5 years experience and is currently working on the FDOT District One with reviewing payrolls. She is familiar with the USDOL requirements of wages. Amanda has experience with policy of payroll documents and using payroll logs and moving payrolls over to a secured, shared folder. Amanda will be responsible for all facets of monitoring payroll compliance; responsible for documentation, and reporting activities. She reviews the CEI Daily Work Reports for all construction activity on all projects. Each DWR will be analyzed for content in order to determine the status of active contractors (prime and subcontractors). Past FDOT D1 CCCA Reviews Reference; Carmen Mayer, FDOT RCS (239) 985-7863



#### Availability of Staff.

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Sabrina Covalt Lakeland-Polk County	OCS- CB943 40%	Compliance Manager QC/QA EEO DBE OJT	100% as of Mar-15
Amanda Porter Ocoèe-Orange County	RCS- CB943 90%	Compliance Specialist WAGES	100% as of Mar-15
Debbie Ganas Sarasota-Sarasota County	RCS- CB943 30%	Compliance Specialist QC/QA EEO DBE OJT WAGES	100% as of Mar-15

#### Quality/Experience on Similar Projects

#### FDOT District 1 Continuing Services Contract Compliance Specialists C9B43 417365-1-62-01

Provided support to the District's Compliance Program as Resident Compliance Specialists, assisting Fort Myers, Sarasola Operations centers and monitoring all the District's Local Agencies Projects. Monitoring the Contractors' performance of the Construction Contract for compliance with all requirements of EEO/AA, DBE, OJT and Wage Rate Provisions by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statues. Observed the Contractors' reporting activities for contract compliance. Identified discrepancies, report significant discrepancies to the Depart and direct the Contractor to correct discrepancies. Provided oversight of Local Agencies to determine that each Agency complies with the requirements of the LAP manual and related contract compliance processes. Informed the LAP RCS and the Construction Project Manager of any significant omissions, substitutions, and deficiencies noted in the documentation of the Contractor and the corrective action that has been directed to be performed by the Contractor. Ongoing technical assistance and communication with the LAP RCS. Maintained record/files to adhere to Federal and State rules and regulations concerning the compliance program. Prepared correspondence to contractors and Department personnel with regards to the state of compliance and directed by Department procedures and directives by the DCCM. Attended Preconstruction conferences to Inform contractors of their obligations relating to EEO/DBE/OJT/Wages. Reviewed Daily Work Reports for all construction projects. Reviewed contractors' payrolls for format, classification, pay and timely submittal. When necessary, issued noncompliance notices to contractors following the FDOT EEO Contract Compliance Workbook in Section 1 and 6.

#### FDOT District 1 GCE C8154 409988-1-62-02 / C9242 409988-1-62-03

Provided support to the District's Compliance Program as Resident Compliance Specialists, Assisting Fort Myers and Sarasota Operations centers. Monitoring the contract compliance program which consists of four program areas; DBE, EEO/AA, OJT and Wages and Payrolls. Attending Preconstruction Meetings and other meetings when necessary keeping Contractor up to date with EEO documentation outstanding/required. Keeping compliance records up to date. Conducting contractor EEO verification compliance reviews.

#### FDOT District 4 Oversight CEI for ARRA LAP projects in Palm Beach County

42380916201, 42648116201, 42637716201, 42525916201, 42032516201, 42648416201, 42689816201

ARRA-021-B, ARRA-025-B, ARRA-030-B, ARRA-016-B, ARRA-027-B, ARRA-026-B, ARRA-029-B

Provided ARRA Oversight Compliance monitoring to ensure Local Agency compliance with Construction Contract Documents and Federal Contract Compliance (EEO, Payroll, DBE and ARRA reporting). Designed project level compliance tools and oversight monitoring tools. Available for questions and answers and any training needed, one major area was payroll fringes, in how to calculate and what documentation is needed to verify the funded or unfunded fringe.

#### FDOT District 1 District Wide CCEI Support A C9113 198286-1-62-08

Providing compliance specialists support for FIN#195765-1-52-01 Contract#T1407 project. The compliance specialist provided surveillance of the contractor's compliance with Construction Contract requirements. Responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist kept all related documents and correspondence accurate and up to date; attended all compliance reviews and furnished the complete project files for review; and assisted the DCCM when requested.

## PROJECT STAFFING PLAN COVALT GROUP INC: In Survices of Control Troilor Expressivaly Authority Webbys Parlsway Projects Project Nauthors: 423-7021 429-2031 429-2041 429-2041 429-205 " N - 2

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#### D. ORGANIZATION AND MANAGEMENT

There are 3 things that will make the contract successful; having the right staff, having a good understanding of the responsibilities of the contract, and providing appropriate follow-up. The first two are discussed in other sections of Experience of Firm and Ability of Staff and Understanding and Approach. The third will come through our Quality Control/Quality Assurance program. As a Company, we take QA/QC seriously, and strive to provide adequate follow-up so that we can be assured the client is getting what they are paying for. CGI is a small DBE corporation specializing only in compliance since our inception. CGI's staff has 61 years of combined experience in all aspects of compliance. CGI's main location is in Lakeland at 653 Hunters Run Blvd. CGI has a remote location in Occee, located at 2462 Ocean View Blvd., Suite# 202.

CGI proposes Sabrina Covalt to be the lead person for this contract. Sabrina is a subject matter expert in issues of compliance including EEO, DBE, Payroll compliance, FHWA 1273 Regulations, etc. She is routinely sought after by many in the industry for her knowledge on these issues. Sabrina can work out of our remote Occee location, or if the Authority prefers, CGI will lease office space near the project(s). Sabrina will handle all of the issues for EEO, DBE, OJT and OA for wages on Project #s 429-202, 429-203, 429-204, 429-205, and 429-206. Sabrina will schedule compliance meetings with the Authority monthly to ensure the coordination of the projects. Sabrina will conduct the monthly employee labor interviews. In addition, Sabrina will assist in payroll monitoring as needed.

CGI proposes Amanda Porter for payroll monitoring on Project #'s 429-202, 429-203, 429-204, and 429-205. Ms. Porter has been working with CGI for 5 years monitoring payrolls. She has proven herself time and again in this challenging environment. The CCCA reviews of the last two projects that she has been working on were scored a 97% and 94% respectively. She has a tracking mechanism for monitoring due dates of noncompliance notices and payroll violations to ensure subsequent notices are issued in a timely manner if necessary. She is aware of indicators that may detect biweekiy verses weekly payrolls. She has excellent communication skills, and thrives on completing her projects with excellence. Ms. Porter can work cut of our remote Occee location, or another location that the Authority may prefer.

CGI proposes Debra Ganas for QC/QA and monitoring payrolls for Project # 429-206. Ms. Ganas brings with her 37 years experience in the compliance field. Ms. Ganas has a wealth of experience and has handled multiple high dollar projects at the same time on her own for FDOT Sarasota Ops. Ms. Ganas has received awards and recognition from FDOT for exemplifying the highest standards of service. Ms. Ganas is extremely patient and helpful when it comes to helping our clients navigate the learning curves of compliance. Ms. Ganas can work out of our remote Occee location, or another location that the Authority may prefer.

Each team member will be equipped with a mobile phone capable of sending emails instantly and a laptop computer having secure, wireless internet access so that they can be in constant contact. Any issues that arise will be handled immediately, the Authority will be notified and the issue resolved. All CGI employees are provided with all safety equipment required. In today's digital age of instant access to information, maximizing the ability to receive and transmit information is paramount. Keeping up with and even abead of the main stream of how that technology is applied provides value that our team can bring to this project. As a firm, we are constantly looking for ways to better utilize that technology. One of our ideas is the use of a corporate shared file to make information available instantly. Our team members. All of the necessary communications can be uploaded through the shared file and be available instantly. Our team members are currently providing these same services to the FDOT District One. Furthermore, because we have provided similar services to other Districts and Local Agencies, we also bring the lessons learned from what they tried, both successfully and unsuccessfully. This will give the Authority the ability to be the leader in providing these services when compared to others. We are proud that our staff members have good working relationships with CEI firms and contractors and are knowledgeable about the current compliance specialist process.

The CGI Team will handle these projects with a focus on timely issue resolution. With our project experience and knowledge, we will proactively minimize issues that may arise, immediately correct any documentation errors and avoid additional costs that come from improper or incomplete documentation through communication and coordination. The CGI Team members have worked together in the past to successfully complete projects ensuring that all the paperwork and documentation necessary to meet the reporting requirements has been properly executed. It is our commitment to the project owner, and our corporate commitment to our staff, that has allowed us to be successful in the past. And it is because of that commitment that we have been able to maintain a highly efficient and dedicated staff to handle any type of project and assist the Authority with any of their needs.

At CGI, we take great pride in our work. We are committed to delivering responsive, effective and innovative compliance services to the Authority through every contract, every time. We are eager to continue this commitment with you. No one will work harder or more cohesively with your Project Manager to successfully deliver this project on time to your customers.

Sincerely,

aring Coualt 2/27/15

Sabrina Covalt, President

10 Page

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT CONTRACT NO. 001072

#### 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 SABRINA COVAL President 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 CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT CONTRACT NO. 001072

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

Addendum No. 1	Dated 2/2	4/15 Proposer Initial_	Smc	
Addendum No.	Dated	Proposer Initial		
Addendum No.	Dated	Proposer Initial		
Addendum No.	Dated	Proposer Initial	5	
Addendum No.	Dated	Proposer Initial	line and	

(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 <u>may</u> 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.

#### <u>OR</u>

The undersigned firm, <u>BY ATTACHMENT TO THIS FORM</u>, 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 THORIZED SIGN SABEINA COVALT NAME (PRINT OR TYPE) PRESIDENT

TITL

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

COVALT	GEOUP INC.	does:
	Name of Business	

- 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.
- 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.
- 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.
- 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 2/07/15



### **COMPANY REFERENCES**

FDOT References:

Jacquelin Brown, FDOT D1 DCCM (863) 519-2757 Adrienne Brown, FDOT D4 DCCM, (954) 777-4389 Geralynn Morgan, FDOT D5 DCCM, (386) 943-5356

#### Consultant References:

H. Richard Howarth, P.E., CardnoTBE (727) 431-1621 Mark Puckett, P.E., DRMP, Inc. (863) 686-7100 Larry Zagardo, P.E., Jacobs Engineering (863) 519-2344

#### Contractor References:

Megan Nienhouse, H&J Contracting (561) 791-1953 Ext 50 John Zemina, Kimmins Contracting (813) 579-1074 Neil Monkman, Wright Construction (239) 481-5000

#### Local Agency References:

Lana Braddy, City of Lakeland Special Projects Coordinator (863) 834-6779 Jimmy Feagle, City of Leesburg Deputy Director of Public Works (352) 435-9442

TP-18 653 Hunters Run Blvd., Lakeland, Florida 33809 - (863) 255-0121 phone - (863) 937-4399 Fax



### SABRINA COVALT

### **RESIDENT COMPLIANCE SPECIALIST**

Mrs. Covalt has over eighteen years of resident compliance experience. She is thoroughly familiar with EEO procedures and can interpret and apply EEO construction regulations. Mrs. Covalt founded Covalt Group in 2007.

#### FDOT CERTIFICATIONS & SEMINARS

Statewide RCS Training 2005 & 2007 D1, D4 & D5 Annual RCS Workbook 2009-2014 EOC System LAP DBE Program D1, D4, D7 Anatomy of FHWA 1273 USDOL Prevailing Wage Rate Conference 2011 & 2012 Compliance CBT 2011 Orlando Compliance Training CPR 2011 EEO, DBE & Payroll Compliance on LAP Including USDOT, OIG Video FHWA Conducting Effective Contract Compliance Reviews 2014 **REPRESENTATIVE PROJECTS** Covalt Group, Inc./Genesis CEI September 2013 - March 2015 FDOT District 1 Description: C9B43 Continuing Services Contract Role: Serving as the Oversight Compliance Specialist, to ensure that the Local Agencies are monitoring LAP Contractors EEO/DBE/Payroll & OJT compliance and conducting CCCA reviews. Project Manager/Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757 Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc. January 2014-February 2015 FIN: 407463-3-58-01 District 5 City of New Smyrna Beach Description: New Smyrna Beach Trail Role: Serving as the LAP Resident Compliance Specialist, duties are maintaining EEO paperwork, project interviews, reviewing the bulletin board, and DBE payments in EOC System. Reference: Rick Langley, P.E., DRMP Senior Project Engineer (863) 686-7100 Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc. June 2013-April 2014 FIN: 407463-3-58-01 District 5 Flager County Description: County Road 305 Bridge Replacement Bridge No.734082 Role: Serving as the LAP Resident Compliance Specialist Reference: Rick Langley, P.E., DRMP Senior Project Engineer (863) 686-7100 Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc. August 2012-November 2013 FIN: 417257-3-58-01 District 5 Osceola County Description: ATMS Phase III Role: Serving as the LAP Resident Compliance Specialist Mark Puckett, P.E., DRMP Vice President (863) 686-7100 Reference: Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc. February 2013-September 2013 FIN: 428121-1-58-01 District 1 City of Lakeland Description: Main Street Beautification Project Role: Serving as the LAP Resident Compliance Specialist Lana Braddy, City of Lakeland Special Projects Coordinator (863) 834-6779 Reference:

Covalt Group, Inc./Jacobs Engineering Project Manager: Larry Zagardo (813) 477-9506 FDOT District 1 Description: GEC CEI Role: Serving as the *Resident Compliance Specialist* Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757

February 2010-September 2013

Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc. August 2012-April 2013 FIN: 424444-1-58-01 District 5 City of Leesburg Description: Wildwood Trail Project Role: Serving as the LAP Resident Compliance Specialist Reference: Jimmy Feagle, City of Leesburg Deputy Director of Public Works (352) 435-9442 Covalt Group, Inc./Corradino Group, Inc. January 2010-August 2012 Project Manager: Debra Ihsan (561) 370-1107 FIN:423809-1/426481-1/426377-1/425259-1/420325-1/426484-1/426898-1/426382-1 FDOT District 4 Description: CEI Oversight ARRA & LAP Palm Beach County Projects Role: Serving as the Oversight Compliance Specialist to ensure that the Local Agency is monitoring LAP & ARRA Contractor's EEO/DBE/Payroll & OJT compliance and conduct CCCA reviews. Reference: Mel Pollock, P.E.- Corradino Group VP of Engineering (561) 697-2522 Covalt Group, Inc./Palm Beach County Parks & Recreation April 2011-September 2011 FIN: 416139-1-58-01 FDOT District 4 Description: LAP South Bay RV Park Role: Serving as the LAP Resident Compliance Specialist Reference: Richard Peterson, FDOT LAP Compliance Program Manager (561) 370-1130 Covalt Group, Inc./City of Lakeland June 2010-December 2011 FIN: 422745-1-58-01/422801-1-58-01 FDOT District 1 Role: Serving as the LAP Resident Compliance Specialist Reference: Lana Braddy, City of Lakeland, Special Projects Coordinator (863) 834-6779 Covalt Group, Inc./Corradino Group, Inc. March 2010-February 2011 Project Manager: Kris Kehres, FDOT FIN: 415302-1-52-01 FDOT District 4 SR 716 from Florida Tumpike to Petunia Avenue Role: Serving as the Resident Compliance Specialist Reference: Adrienne Brown, FDOT D4 Compliance Manager (954) 777-4389 Covalt Group, Inc./Metric Engineering March 2010-November 2010 Project Manager: Crystal Gorman, FDOT FIN: 406314-3-52-01 & 426786-1-52-01 FDOT District 1 Description: I-75 N River Road to N SR 681 & I-75 Bonita Beach Road Role: Serving as the Resident Compliance Specialist Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757 Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc. March 2009-November 2009 Project Manager: Mickey Kelley (772) 489-7129 FIN: 416418-1-52-01 FDOT District 4 Description: Indian River Signal Group 3 Project - Total Contract Amount: \$2,673,642.28 Role: Serving as the Resident Compliance Specialist Marty Anderson/Adrienne Brown, FDOT D4 Compliance Manager (954) 777-4389 Reference: Genesis CEI October 2008-January 2010 Project Manager: Tom Lay (813) 233-3822 FIN: 415489-2-52-01 FDOT District 7 Hillsborough County Description: US 301 Widening from Balm Road to Gibsonton Drive Role: Serving as the Resident Compliance Specialist/Admin Reference: Joyce Jolliff, FDOT D7 Compliance Manager Covalt Group, Inc./Jacobs Civil Engineering Served as D3 RCS April 2007-September 2007 Mid-State Consultants/DRMP - Served as D1 OCS June 2002-May 2007 Quest Corporation of America/TBE - Served as D7 RCS June 2001-May 2002 Washington Infrastructure -Served as D1 RCS August 1999-May 2001 HW Lochner, Inc. -Served as Turnpike Polk Parkway RCS August 1998-July 1999 Greenhorne & O'Mara, Inc., -Served as Turnpike Polk Parkway RCS April 1997-June 1998 Tampa Bay Engineering, Inc. -Served as DI RCS September 1996-April 1997

371 Audubon Oaks Drive, Suite 101, Lakeland, Florida 33809-(863) 255-0121 phone - sabrina@covaltgroup.com



### SOME OF THE PROJECTS COVALT GROUP HAS WORKED ON:

DISTRICT	FIN#	COUNTY	DESCRIPTION
5	407463-3-58-01	Flager	CR 305 Bridge Replacement Bridge #734082-LAP FAP
5	417257-3-58-01	Osceola	ATMS Phase III Design Build- LAP FAP
5	424444-1-58-01	Leesburg	Leesburg Wildwood Trail- LAP FAP
5	430078-1-58-01	NSB	New Smyrna Beach Trail
4	416418-1-52-01	Indian River	Indian River Signal Group 3 - FAP with OJT
4	415302-1-52-01	St. Lucie	SR 716 Florida Tumpike to Petunia Ave - FAP with OJT
4	416139-1-58-01	Palm Beach	Paim Beach County South Bay RV Park LAP FAP
4	423809-1-58-01	Palm Beach	ARRA Blue Gill Trail – Oversight LAP FAP
4	426481-1-58-01	Palm Beach	ARRA Forest Hill Blvd - Oversight LAP FAP
4	426377-1-58-01	Palm Beach	ARRA Military Trail - Oversight LAP FAP
4	425259-1-58-01	Palm Beach	ARRA Jupiter Trail - Oversight LAP FAP
4	420325-1-58-01	Paim Beach	ARRA A1A – Oversight LAP FAP
4	426484-1-58-01	Palm Beach	ARRA Royal Palm Beach Blvd Oversight LAP FAP
4	426898-1-58-01	Palm Beach	ARRA Seacrest Blvd Oversight LAP FAP
4	426382-1-58-01	Palm Beach	ARRA Pembroke Pines Oversight LAP FAP
3	409025-1-52-01	Lee	SR 20 (US 27) to SR 261 (US 319) FAP with OJT
1	413044-4-52-01	Sarasota	I-75 Surater to River FAP with OJT
1	421116-1-52-01	Lee	US 41 SR 739 FAP with OJT
1	431041-1-58-01	Sarasota	City of North Port Price Biscayne Dr Oversight LAP FAP
1	415621-2-52-01	Collier	US 41 SR 951 FAP with OJT
1	429547-1-52-01	Lee	SR 45 US 41 FAP with OJT
1	430870-1-58-01	Collier	Collier County Fiber Network Oversight LAP FAP
1	429915-1-58-01	Collier	Collier County Shadowlawns Sidewalk Oversight LAP FAP
1	429902-1-58-01	Collier	Collier County Sidewalks Oversight LAP FAP
1	428139-1-58-01	Charlotte	Punta Gorda Bike Path Trail US 41 Oversight LAP FAP
1	429200-1-58-01	Collier	City of Marco Island Tommy Barfield Sidewalk and Charter Middle School Oversight LAP FAP
1	429880-1-58-01	Polk	Polk County Clubhouse Rd. Oversight LAP FAP
1	428118-1-58-01	Polk	City of Winter Haven Bike Path Trail 3rd St. Oversight LAP FAF
1	429833-1-58-01	Polk	City of Winter Haven Bike Path Chain of Lakes Oversight LAP FAP
1	420872-1-58-01	Sarasota	City of North Port US41-Biscayne Dr Oversight LAP FAP
1	416230-1-58-01	Hendry	Overhead Roadway Lighting SR 80 Oversight LAP FAP
1	410277-1-58-01	Highlands	Highlands County College Dr. Oversight LAP FAP
1	426836-1-58-01	Collier	Collier County Wildlife Crossing Oversight LAP FAP
1	430058-1-58-01	DeSoto	DeSoto County Gateway Signs Oversight LAP FAP
1	404679-7-58-01	DeSoto	DeSoto County Bike/Pedestrian Oversight LAP FAP
1	427352-1-58-01	Lee	Lee County Widening 6 Mile Cypress Oversight LAP FAP
1	429901-1-58-01	Collier	Collier County White Blvd. Oversight LAP FAP
1	429903-1-58-01	Collier	Collier County Golden Gate Pkwy Oversight LAP FAP
1	429898-1-58-01	Collier	City of Marco Island Sidewalks Oversight LAP FAP
1	431020-1-58-01	Manatee	Manatee County Gulf Dr. Oversight LAP FAP
1	431019-1-58-01	Manatee	Manatee County SR 70 Oversight LAP FAP
1	429867-1-58-01	Manatee	Manatee County SR 684 Oversight LAP FAP

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DISTRICT	FIN#	COUNTY	DESCRIPTION
1	429897-1-58-01	Collier	Collier County Oasis Blvd. Sidewalks Oversight LAP FAP
1	420974-3-58-01	Sarasota	Sarasota County ATMS Phase 3 Oversight LAP FAP
1	420974-4-58-01	Sarasota	Sarasota County ATMS Phase 4 Oversight LAP FAP
1	430163-1-58-01	Sarasota	City of Sarasota Geenan/Alderman Oversight LAP FAP
1	433279-1-58-01	Sarasota	City of Sarasota Osprey Ave ATMS Oversight LAP FAP
1	420655-1-52-01	Collier/Lee	IROX – FAP with OJT
1	406314-3-52-01	Sarasota	ARRA 1-75 N River Road - FAP with OJT
1	426786-1-52-01	Lee	I-75 Bonita Beach Road FAP
1	422745-1-58-01	, Polk	City of Lakeland Parker St - LAP FAP
1	422801-1-58-01	Polk	City of Lakeland East West Connector – LAP FAP
1	195410-1-52-01	Collier	ARRA Marco Island Jolley Bridge - FAP with OJT
1	198010-4-52-01	Sarasota	ARRA US 301 Myrtle Ave to Desoto Rd - FAP with OJT
1	411036-1-52-01	Lee	ARRA I-75 Colonial to SR 82 - FAP with OJT
1	411037-1-52-01	Lee	ARRA 1-75 Luckett Rd FAP with OJT
1	419804-1-52-01	Manatee	I-75 University Pkwy to Curiosity Creek - FAP with OJT
1	420613-1-52-01	Sarasota	I-75 US 301 & SR 70 FAP with OJT
1	420616-1-52-01	Manatee	I-75 US 301 & SR 70 - FAP with OJT
1	425222-1-52-01	Hendry	SR 29 Caloosahatchee River – FAP
1	426635-1-52-01	Manatee	ARRA ATMS Phase II - FAP
1	426741-1-52-01	Glades	ARRA CR 720 Resurfacing - FAP
1	426743-1-52-01	Hendry	ARRA CR 832 SR 29 - FAP
1	195765-1-52-01	Lee	SR 45 Corkscrew Rd to San Carlos Blvd - FAP with OJT
1	195416-4-52-01	Collier	SR 84 Santa Barbara Blvd to Radio Rd - FAP
1	408286-2-52-01	Hendry	SR 80 from CR 833 to US 27 - FAP
1	412636-2-52-01	Lee	ATMS Phase I - FAP
1	417248-4-52-01	Collier	US 41 from SR 29 to Dade County Line - FAP
1	420633-1-52-01	Hardee	US 17 S Sweetwater Rd to 7th Ave - FAP with OJT
1	428121-1-58-01	Polk	City of Lakeland Main Street - LAP FAP
1	414730-1-52-01	Various	F75 ITS Chartotte, Manatee, & Sarasota - FAP with OJT
1	415490-1-52-01	Desoto	US 17 SR 35 - FAP
1	413887-3-52-01	Sarasota	SR 72 Myakka River - FAP
1	425234-1-52-01	Manatee	Lorraine Road to CR 676 - FAP
1	429978-1-52-01	Manatee	Advanced Signing I-75 SR 70 to SR 64 - FAP



### LIST OF SOME OF THE CONTRACTORS ON THE PROJECTS:

- APAC
- Ajax Paving
- Acme Barricades
- Astaldi Construction
- American Lighting and Signalization
- Better Roads
- Bob's Barricades
- CMA Corporation
- Curb Systems
- Cone & Graham
- Coastal Marine
- CW Roberts Contracting
- Community Asphalt
- Edens Construction
- Florida Safety Contractors
- Gator Grading & Paving
- GCE Services
- Guymann Construction of FL
- H&J Contracting
- Highway Safety Devices
- Johnson Brothers
- Kelly Brothers
- Kimmons Contracting
- L Cobb
- L & S Concrete
- McShea Contracting
- MSB Service
- McRae Enterprises
- McLeod Land Services
- Quality Enterprises
- RIPA Construction
- Road Runner Highway Signs
- Roadsafe Traffic Systems
- SEMA Construction
- Suncoast Paving
- Signal Group
- Spectrum Underground
- Superior Asphalt
- Traffic Control Products
- Wright Construction
- Traffic Control Devices
- Turtle Southeast
- Transcore ITS
- ZEP Construction

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### PROPOSED PROJECT STAFFING COSTS COVALT GROUP INC.

### Compliance Services for Central Florida Expressway Authority Wekiva Parkway Projects Project Numbers: 429-202 / 429-203 / 429-204 / 429-205 / 429-206

Total (All Projects)	Start Date	End Date	MM	мн	Loaded Rate	Total Dollars
Sabrina Covalt - RCS	est 4/2015	est 2/2018	33.5	5527.5	\$54.00	\$298,485.00
Amanda Porter-RCS Wages			33	5445	\$54_00	\$294,030.00
Debbie Ganas- RCS			27.75	4578.75	\$54.00	\$247,252.50
			94.25	15551.25		\$839,767.50

Foordination Migs, Precon, Setting p.	Start Date	End Date	MM	мн	Loaded Rate	Total Dollars
Sabrina Covalt - RCS	est 4/2015	est 2/2018	3	495	\$54.00	\$26,730.00
Amanda Porter-RCS Wages		1	2	330	\$54.00	\$17,820.00
Debbie Ganas- RCS			2	330	\$54.00	\$17,820.00
			7.00	1155		\$62,370.00

	429-202	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	6/2015	4/2017	72	1188	\$54.00	\$64,152.00
1	Amanda Porter-RCS Wages			12.5	2062.5	\$54.00	\$111,375.00
	Debbie Ganas- RCS			2.75	453.75	\$54.00	\$24,502.50
				22 45	3704.25		\$200,029,50

<b>学生</b> 文	428-203	Start Date	End Date	мм	МН	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	8/2015	4/2017	*5.7	940.5	\$54.00	\$50,787.00
	Amanda Porter-RCS Wages			7.5	1237.5	\$54.00	\$66,825.00
6	Debbie Ganas- RCS			2.25	371.25	\$54.00	\$20,047.50
				15.45	2549.25		\$137,659.50

429-204	Start Date	End Date	MM	мн	Loaded Rate	Total Dollars
Sabrina Covalt - RCS	1/2016	1/2018	8.95	1476.75	\$54.00	\$79,744.50
Amanda Porter-RCS Wages			8.5	1402.5	\$54.00	\$75,735.00
Debbie Ganas- RCS			8.25	1361.25	\$54.00	\$73,507.50
			25.7	4240 50		\$228,987,00

4 429 205	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
Sabrina Covalt - RCS	5/2016	11/2017	4.45	734.25	\$54.00	\$39,649.50
Amanda Porter-RCS Wages			3.5	577.5	\$54.00	\$31,185.00
Debbie Ganas-RCS			3	495	\$54.00	\$26,730.00
			10.95	1806.75		\$97,564,50

6655 C	129-206 (Sec. 1997) - 1997, 1997, 1997	Start Date	End Date	ММ	МН	Loaded Rate	Total Dollars
5	Sabrina Covalt - RCS	4/2016	12/2017	52	858	\$54.00	\$46,332.00
1	Amanda Porter-RCS Wages			0	0	\$54.00	\$0.00
1	Debbie Ganas- RCS			10.5	1732.5	\$54.00	\$93,555.00
				457	2600 E		\$139 887 00

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### VEHICLE REGISTRATION

.....

STATE OF	FLORIDA		20 WAR '15 AN 10:21
COUNTY OF	Pock		
who says that all of	E, this day, personally ap the vehicles operated or ca da, in accordance with Se	Consultar) used to be operated by sai	nt's Name) d Consultant, are registered
	·	(Consultant's Sign	nature)
		Typed Name: <u>Sabr</u>	ina Covalt
		Position: <u>Presider</u>	rt
		Company Name:	att Group
		Company Address:	53 Hunters Run Blod.
		La	akeland, FC 33809

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### VEHICLE REGISTRATION

*****	************
STATE OF FLO21	DA
COUNTY OF POLIC	DA
	as acknowledged before me this $3/19/2015$ by (Date)
	ficer or agent, title of officer or agent)
	COVALT GROUP ,a
(Name of Co	prporation acknowledging)
Front	corporation, on behalf of the corporation. He/she is
(State or place of incorporat	
personally known to me or h	has produced <u>FCDL</u>
	(Type of identification)
as identification and did (die	d not) take an oath.
All	Notary Public, Commission No. FF 78165
DULLAM HENES	(Name of Notary typed, printed or stamped)
WILLIAM HINES	Title or Type of Document (Optional)
MY COMMISSION # FF 78165 EXPIRES: December 19, 2017	Number of Pages Date of Document(Optional)
	Signer(s) Other than Named Above (Optional)

(SEAL ABOVE)

# **CONSENT AGENDA ITEM**

#20

### **MEMORANDUM**

TO:	Authority Board Members
FROM:	Claude Miller Aule Director of Procurement

DATE: September 22, 2015

RE: Authorization to Execute Cooperative Purchase Agreement with Construction Estimating Institute of America, Inc. Contract No. 001160

Board approval is requested to execute an agreement with Construction Estimating Institute of America, Inc. (CEIA), in the amount of \$100,000.00 a year for a three-year contract term to provide specialized transportation/construction related training to raise the level of professionalism, proficiency and competitiveness of D/M/WBE companies as part of our Supplier Diversity Program. Custom training courses will be orchestrated and presented by subject matter experts on CFX highway specifications i.e. roadwork, estimating, paving, motion of traffic and other transportation related best practices as identified by CFX. These courses are designed to inform and educate companies on CFX procurement processes and highway specifications.

This will be a cooperative purchase (piggyback) agreement based on a contract between CEIA and the Florida Department of Transportation for the same services which will allow us to take advantage of the favorable hourly rates received by FDOT.

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT SUPPLIER DIVERSITY TRAINING CONSULTANT CONTRACT NO. 001160

This Contract is made this 8<sup>th</sup> day of October, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and CONSTRUCTION ESTIMATING INSTITUTE OF AMERICA, INC., 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 Central Florida Expressway System; and,

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide construction related training to raise the level of professionalism, proficiency and competitiveness of Disadvantaged Business Enterprises; and,

WHEREAS, on or about June 11, 2013, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (FDOT) under its Agreement No. BDW50 which was renewed on or about June 11, 2015, to provide the same services as required by the AUTHORITY; and,

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

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

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

### **1. SERVICES TO BE PROVIDED**

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

### 2. CONTRACT TERM AND TERMINATION

The term of the Contract will be three (3) years from the date of the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of 1 year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial FDOT Contract Term.

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

### 3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT.

### 4. CONSULTANT INSURANCE

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

### 5. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (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

subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees.

### 6. **PUBLIC RECORDS**

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

### 7. PRESS RELEASES

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

### 8. **PERMITS, LICENSES, ETC.**

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

### 9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

### **10. NONDISCRIMINATION**

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

### 11. SUBLETTING AND ASSIGNMENT

CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which 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.

### 12. 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.

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 CONSULTANT for its claims (exclusive of interest, cost or expenses), <u>less</u>: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONSULTANT in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONSULTANT 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 CONSULTANT (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONSULTANT 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 CONSULTANT 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 CONSULTANT'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' CONSULTANT'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, CONSULTANT 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 CONSULTANT 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.

### **13. OTHER SEVERABILITY**

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

### 14. GOVERNING LAW

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

### **15. RELATIONSHIPS**

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

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

### 16. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

### 17. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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 first set forth above. This Contract was awarded by the Authority's Board of Directors at its meeting on October 8, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Зу:	Director of Procurement
CONSTRUCTION I	ESTIMATING INSTITUTE OF AMERICA, INC
	,,,,,,,,_,_,_,_,,_,,,,
By:	
Ву:	
By:	Print Name
By:	
By:	
	Print Name

Approved as to form and execution, only.

General Counsel for the AUTHORITY

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Agreement No.: BDW50

Financial Project I.D .:

F.E.I.D. No: 59-2738495

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:

(required for contracts in excess of 15 million, Procurement No.: RFP-DOT-12/13-9028-RC

D M.S. Catalog Class No.: 973-165 924-350

BY THIS AGREEMENT, made and entered into this <u>11th</u> day of <u>June</u>, <u>2013</u>, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Construction Estimating Institute of America, Inc.

of 5016 Calle Minorga, Sarasota, FL 34242

duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

#### 1. SERVICES AND PERFORMANCE

A. In connection with a Construction Management Development Program & Bond Guarantee Program

the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s)
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Transportation Support

#### 2 TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or <u>June 30, 2014</u>, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
  - Services shall commence July 1, 2013 and shall be completed by June 30, 2014 or date of termination, whichever occurs first.
  - Services shall commence upon written notice from the Department's Contract Manager and shall be completed by or date of termination, whichever occurs first.

Other: See Exhibit "A"

- B RENEWALS (Select appropriate box):
  - This Agreement may not be renewed.
  - This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.
- C. EXTENSIONS, In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

#### 3 COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3

   Travel, Department's Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- The State of Florida, through the Department of Management Services, has instituted G. MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the ransaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement, Failure to comply with these requirements shall constitute grounds for declaring the Vendor In default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- 1. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. 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. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

### 4 INDEMNITY AND PAYMENT FOR CLAIMS

A. INDEMNITY: To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released. B LIABILITY INSURANCE. (Select and complete as appropriate):

No general liability insurance is required.

Agreement.

- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$
- C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.
- D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):

No Bond is required.

- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.
- E. CERTIFICATION. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

#### 5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
  - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F 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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- 1. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

#### 6 TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work

satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

E For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

#### 7 ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B. Select the appropriate box:
  - The following provision is not applicable to this Agreement:
  - The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT 2475 Apalachee Pkwy Tallahassee, Florida 32301-4946 Phone: (850)487-1471

The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises 12425 - 28th Street, North St. Petersburg, FL 33716-1826 (800)643-8459

This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

#### 375-040-19 PROCUREMENT OGC - 06/12 Page 7 of 0

#### 8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement
- I. Vendor/Contractor.

1 shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

J. Time is of the essence as to each and every obligation under this Agreement,

K. The following attachments are incorporated and made a part of this agreement:

Exhibit "A" - Scope of Services, Exhibit "B" - Method of Compensation, Exhibit "C" - Price Proposal, By reference, Technical and Price Proposal and Oral Presentation of Construction Estimating Institute of America, Inc. RFP-DOT-12/13-9028-RC

L. Other Provisions:

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

Construction Estimating Institute of America, Inc.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Name of Vendor BY: My Vasquey Authorized Signature	BY: Ronald D. Ballin Authorized Signature
(PrinuType) Kimberly Vasquez	Ronald D. Baker (Print/Type)
Title: President	Title: Director of Transportation Support
FOR D	EPARTMENT USE ONLY
APPROVED: Procurement Office	LEGAL REVIEW: September Burn

## EXHIBIT "A"

## SCOPE OF SERVICES 2013-2014 STATE FISCAL YEAR

## SCOPE OF PROGRAM SERVICES FOR THE CONSTRUCTION MANAGEMENT DEVELOPMENT PROGRAM & BOND GUARANTEE PROGRAM

Construction Management Development Program/Bond Guarantee Program (CMDP/BGP) to be administered by the consultant.

#### PROGRAM GOALS:

- Administer a training program designed to raise the level of professionalism, proficiency, and competitiveness of Small and Disadvantaged Business Enterprises (S/DBEs).
  - Administer an on-the-job instructional program designed to raise the level of professionalism, proficiency, and competitiveness of S/DBEs.
  - Provide technical assistance to CMDP participants who have areas of deficiency based on the results
    of the needs assessment or classroom instruction or who request technical assistance.
  - As part of the training and on-the-job program, enhance, improve, and develop the requisite construction management skills needed to provide for the maximum participation of S/DBEs in the procurement of Florida's Department of Transportation (FDOT) construction and maintenance transportation contracts.
  - Administer a Bond Guarantee Program (BGP) for Disadvantaged Business Enterprises (DBEs); provide eligible DBE contractors with an opportunity to participate in transportation construction projects, in that, FDOT will serve as a secondary surety and provide bonding as specified in Section 339.0805, Florida Statutes (F.S.) and Rule 14-79.006, F.A.C.
  - Administer the overhead audit process, which includes a system readiness check.

#### **PROGRAM REQUIREMENTS:**

The consultant will administer the program in accordance with Section 339.0805, F.S., and Rule 14-79.006, F.A.C. by performing the following tasks:

#### **Overall Administration**

- Implement all program services according to FDOT and statutory requirements and within the required deadlines.
- Administer an effective outreach and marketing program to solicit S/DBEs to CMDP/BGP and inform S/DBEs about classroom and other available training and bond seminars. Marketing and recruitment of S/DBEs is paramount to the success of the program.
  - Identify and recruit DBEs, as well as Small Business Enterprises and Minority Business Enterprises potentially eligible for DBE certification, to participate in the CMDP.
  - Refer potentially eligible DBEs to the DBE/Supportive Services Program (DBE/SSP).
  - Collaborate with DBE/SSP and the DBE Specialized Development Program (SDP) on
  - outreach and marketing to maximize exposure, share resources, avoid duplication of efforts, and convey a consistent message.
- Monitor and evaluate the CMDP and the BGP by tracking the development of S/DBE participants'
  progress through the classroom training and assessing the effectiveness of training sites and
  technical assistance consultants.
- Refer to DBE SDP website, which identifies and provides access to publicly available information technology related training, software, and applications that will assist DBEs in increasing technical expertise in handling the day to day operations of their businesses with a goal of producing DBEs whose technical bid proposals are sound and free of technical errors.

- Refer DBEs to educational and financial resources provided by the DBE SDP, as necessary, or as directed by FDOT.
- Track the progression and generate automated reports of S/DBE participants through the CMDP classroom training and DBE participants through the BGP, by maintaining a database with the following statistical data:
  - Participating S/DBEs who obtain FDOT contracts
  - Status of businesses after leaving the program and how the consultant is maintaining the relationship
- Contract with a CPA firm for the following services, for firms identified by EOO.
  - Provide a "system readiness" pre-overhead audit assessment in accordance with FDOT requirements.
  - Assist DBEs requiring overhead audits, which will be included in the firm's professional services prequalification package.
  - Assist eligible DBEs requiring audited financial statements, which will be included in the firm's pregualification package.
  - Review DBEs' financial statements where bonding exceeds \$150,000 but less than one million dollars.
  - Provide compiled or reviewed financial statements to those DBEs needing a current statement for the purpose of obtaining a loan.
- Provide project monitoring and technical assistance to CMDP/BGP participants, in a manner acceptable to FDOT.
- Keep detailed records of all program participants and activities.

CMDP Administration – Administer and coordinate classroom and on-the-job training.

- <u>Needs Assessment</u> Evaluate an S/DBE's proficiency level to perform highway construction and transportation support related projects. The assessment should guide the type of training the consultant will provide to the S/DBE, so that the S/DBE becomes proficient in the administrative aspect of their job.
- Eligibility and Enrollment Ensure the following documentation is on file for each CMDP participant:
  - o Completed application
  - Needs assessment
  - Form verifying status as an S/DBE
- <u>Registration</u> Send and receive the appropriate registration information from each training provider conducting classroom instruction within seven business days of obtaining a completed application from a potential participant.
- Program Completion/Exemption Award an S/DBE a Certificate of Proficiency as appropriate.
- Curriculum Development
  - Ensure classroom instruction covers the topics outlined in Rule 14-79.006, F.A.C.
  - Develop, update, and maintain CMDP curriculum and examinations according to proficiency standards, in a manner approved by FDOT.
  - Develop and implement computer-based training (CBT) to cover CMDP curriculum and examinations.
  - Ensure all curriculum and training materials are up to date and focus on informing S/DBEs on how to do business with FDOT, in accordance with Section 339.0805, F.S., and Rule 14-79.006, F.A.C.
  - Submit to FDOT course outlines and training materials 15 calendar days prior to commencement of classes.
- Classroom Training

- Ensure training is delivered in as many outlets as possible.
- Modes of training delivery can be a combination of face to face instruction, CBT, or distance learning.
- Coordinate outreach and highlight the availability for the individual sites using print, radio, TV, and social media.
- In the cases where training sites are used, coordinate, monitor, and evaluate classroom training activities among all training sites to ensure sites provide consistent and common instruction throughout the state.
- Ensure the scheduling of classroom instruction, which should occur during days and times convenient for S/DBEs.
- On-the-Job Instruction covers but is not limited to the following areas:
  - o Setting up the job site
  - Cash-flow methods
  - o Project scheduling
  - o Quantity takeoffs
  - o Estimating
  - Reading plans and specifications
  - o FDOT procedures on billing payments
  - Quality assessment and control methods
  - o Bid preparation methods
- Technical Assistance
  - o CMDP participants may request technical assistance in any area of the training.
  - Assist S/DBEs who have areas of deficiency based on the results of the needs assessment or classroom instruction or who request technical assistance.
  - Review technical assistance requests, develop technical assistance plans, and assign consultants to provide technical assistance according to minimum requirements.
  - Maintain and update technical assistance consultant listing (Classroom Instructors, Engineers, etc.)

**BGP Administration** – Administer and coordinate the Bond Guarantee Program. The consultant will facilitate S/DBEs' efforts to obtain bonding, in addition to securing the guarantee.

- <u>Eligibility and Enrollment</u> Ensure all BGP participants are DBEs who have received a Certificate of Proficiency or have received an exemption from the CMDP.
  - Ensure DBEs have the appropriate, completed FDOT form on file.
  - Ensure small businesses have the appropriate, completed FDOT form on file.
- <u>Bonding Program Seminars</u> Coordinate and conduct seminars across the state aimed at assisting DBEs in mastery of the bonding process.
- <u>Bond Guarantee Applications</u> Review all bond guarantee application submissions for accuracy and required supporting documents and coordinate processing of application submission to surety and FDOT.
- <u>Program Development</u> Continue to develop and strengthen surety company involvement in the BGP.
  - Recruit and enlist surety companies to participate in the program.
  - Identify and refer DBEs to appropriate institutions concerning credit/finance restructuring and other financial problems.
  - o Establish formal relationships with banks and other lending institutions.

## MANDATORY REPORTING REQUIREMENTS:

The Equal Opportunity Office (EOO) requires the consultant, as administrator of the CMDP/BGP, to submit reports that address the program's goals outlined in the scope of services.

Submit an annual calendar of all proposed activities. The consultant must provide the FDOT project manager with any changes.

## MONTHLY REPORTS

Submit two copies, in the manner prescribed by FDOT, of the monthly activity/performance report and invoices to the EOO by the 15<sup>th</sup> of each month.

The consultant will meet with EOO as directed via teleconference or in person.

- Monthly after the office's receipt of the monthly activity/report to discuss the monthly report, address
  the activities associated with the program requirements and performance measures included in the
  scope of services, and to report any concerns, suggestions, or areas for improvement.
- Quarterly -
  - With EOO and its other consultants to ensure coordination and share what each consultant is doing.
  - With EOO and training providers to discuss upcoming classes, class progress, and follow up.

## ANNUAL REPORTS

An annual report is due within <u>30</u> days after the end of the contract period that addresses the activities/performance associated with the program requirements and performance measures included in the scope of services and any concerns, suggestions, or areas for improvement.

The annual report should include, but is not limited to:

- Comprehensive compilation of the monthly reports and account of accomplishments.
- Concerns identified and resolutions implemented.
- Program costs categorized by cost of administration, cost of instruction (classroom and on the job instruction), and cost of supplies.
- Comparison figure of those firms certified by FDOT as a DBE or small business concern owned and controlled by socially and economically disadvantaged individuals.
- Comparison figure of socially and economically disadvantaged contractors pre-qualified to perform prime contracting work for FDOT.
- *Marketing* an overview of the past year's outreach efforts via print, radio, TV, or social media developed and distributed, which captures the consultant's measures or activities to market the CMDP/BGP.
- Other include a detailed overview of any other (1) activities, (2) accomplishments, (3) concerns, and
   (4) issues in goal accomplishment.
- Recommendations for process improvement.

## PERFORMANCE REPORT/MEASURES:

The consultant shall report, on a monthly and annual basis, to FDOT information concerning the activities conducted by the consultant with S/DBEs, potential DBEs, and contractors that the consultant has interacted pursuant to fulfilling the provisions of this agreement.

The monthly and annual reports must include a **performance measure comparison matrix**, broken down by professional services and construction, with a goal for each reported activity compared to the actual performance measure for each reported activity on a month-to-month basis, as well as a year-to-date total.

Example of a Monthly Performance Measure Comparison Matrix:

Month/Year	11/2011	11/2012	12/2011	12/2012	1/2012	1/2013	2/2012	2/2013	YTD
Goal		1							
Actual		1 mar 1 mar 1 m	·						

Example of an Annual Performance Measure Comparison Matrix:

Annual	2012-13	2013-14	2014-15	2015-16
Goal				
Actual				

# In addition to the performance measure comparison matrix, the monthly activity report should include, but is not limited to:

- Monthly Financial Reports invoices with sufficient documentation to justify expenses incurred and billed to FDOT. To assist FDOT with accurate tracking and reconciliation, it is mandatory that the consultant include FDOT's assigned contract agreement number on all invoices submitted.
  - FDOT reserves the right to disallow charges not submitted in accordance with this scope of services or contract after a certain period of time has expired.
  - The consultant must certify that the monthly invoice is true and accurate and acknowledge that the invoice includes all charges for the invoice period.
- Staff Activity Update summary of activities (in progress, accomplished, and upcoming over the next month) for each staff member.
- Training Site/Technical Assistance (TA)Update include the following:
  - A summary of how the consultant is monitoring and assessing the effectiveness of training sites and TA consultants.
    - o Updates to an annual list of all training courses and activities.
- *CMDP/BGP Participant Update* number and names of certified and non-certified firms categorized by ethnic group, gender, work classification, and service category, with program status and dates for the following:
  - Classroom Training number and names of certified and non-certified firms categorized by district/urban area and dates (1) prescribed, (2) exempted from, and (3) participated in classroom training.
    - Needs assessment received, pending, or completed
    - DBE certification applicant YES/NO
    - Certificate of completion recipient YES/NO
    - Certificate of proficiency recipient YES/NO
    - Technical assistance request YES/NO
    - Technical assistance plan recipient YES/NO
  - Non-classroom Training or Assistance
    - FDOT contract recipient YES/NO
    - Bonds requested YES/NO
    - Bond seminars attended YES/NO
    - Bond applications/guarantees/defaults YES/NO
    - Financial assistance requests YES/NO
  - Performance Measures
    - Needs Assessments number of needs assessments received, pending, and completed for
       (1) DBE firms and (2) non-certified minority and women-owned firms.
    - FDOT Contracts number of DBEs assisted in obtaining contracts as prime, including contract number and dollar amount.
    - Bond Requests number of bond requests received categorized by those (1) approved, (2) denied, or (3) referred to outside sources.
    - Bonding Principles Seminars number of seminars conducted, categorized by district/urban areas, and attended by (1) number of DBE firms and (2) number of non-certified minority and women-owned firms.
    - Bonding number of (1) bond applications submitted to sureties, (2) bond guarantees and dollar amount, (3) defaults and dollar loss to state, and (4) bond applications for other sources.

- DBE Certification Applicants number of non-certified minority and women-owned firms by district/urban area whom you have assisted in the certification process.
- Certificates of Completion number of certificates issued (1) categorized by course, (2) to DBE firms, and (3) to non-certified minority and women-owned firms.
- Certificates of Proficiency number of certificates issued to (1) DBE firms and (2) noncertified minority and women-owned firms.
- Technical Assistance number of technical assistance requests received from (1) DBE firms and (2) non-certified minority and women-owned firms.
- Technical Assistance Plans number of plans developed for (1) DBE firms and (2) noncertified minority and women-owned firms, categorized by type of assistance provided.
- Courses number of courses categorized by curriculum and urban area (1) conducted and (2) cancelled.
- *Financial Assistance* number of requested and completed (1) system readiness checks, (2) overhead audits and (3) audited and reviewed financial statements.
- Marketing number and frequency of newsletters and other marketing materials via print, radio, TV, or social media developed and distributed (include sample copies), which captures the consultant's measures or activities to market the CMDP/BGP.
- Other include a detailed explanation of any other (1) activities, (2) accomplishments, (3) concerns, and (4) issues in goal accomplishment.

## CONTRACT PENALTIES

The consultant is subject to a penalty of \$250 per business day for each business day the consultant submits required reports and invoices late (i.e., monthly progress and financial activity/performance reports, and annual reports). FDOT will subtract any assessed penalty from the submitted invoice.

## STAFFING

FDOT may, at its sole discretion, approve or reject any staff associated with this contract, at any point in the contract. The consultant must obtain prior approval for any changes in individual staff members or staffing levels under this contract. The consultant shall submit requests in writing to the FDOT project manager. The consultant must receive written approval of the staffing change request from the EOO manager before the commencement of work of any replacement staff. Any work accomplished under the provisions of this contract by non-FDOT approved consultant staff shall not be reimbursable and will be considered a disallowed cost by FDOT.

All of the consultant's staff must have comparable knowledge, skills, abilities and experience to the person they are replacing at no additional cost to FDOT.

The consultant must conduct, at a minimum, annual written evaluations of staff associated with this contract and submit copies of the staff evaluations to FDOT. Staff pay raise requests require FDOT's prior written approval.

FDOT permits the consultant to subcontract services if needed to address staffing deficiencies and particular technical or professional expertise, or to assist with turnover-related staff deficiencies. If FDOT determines that the consultant's staff are unable to assist satisfactorily in their area of expertise or to communicate effectively, FDOT may direct the immediate removal of that person(s) from the contract. The consultant must submit requests for subcontract services in writing and include sufficient detail and justification to facilitate FDOT's informed decision on the request. The consultant must receive written approval of the subcontract services request from the EOO manager before the commencement of work. Any work accomplished under the provisions of this contract by non-FDOT approved subcontractors shall not be reimbursable and will be considered a disallowed cost by FDOT.

Staffing shall be consistent with the staffing levels and expertise provided at the inception of this contract, unless modified or changed in accordance with the provisions contained in this contract. The consultant's staff resumes detailing work experience must be submitted with the request for proposals. The consultant must also submit an organizational chart including a staff work plan with the request for proposals.

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	Financiul Professi I.D.		
	Vendor No.	59-2738495	
	Procurement No.	RFP DOT 2/13-5029	I-RC
Renewal #	DMS Catalog Class No.	81101613, 86101800	
Thes Agreement made and entered into this	day of June	,	2015
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WITNES			
VellEREAS, the Department and the Vendor heretofore on	J	une 11, 2013	
Entured into an agroement, hereinafter called the "Original Agreement			
the Construction Management P	Development Program and P	and Guaranki - F. Wila	
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NOW, THEREFORE, this Agreement witnesseth that for and in to the other, the parties agree as follows: 1. Said Original Agreement, is renewed for a period beginning 2. Open execution of this Agreement, the Department, has im In 11, 20, march of \$ 439,000,00,, as detailed in the a	7/1/2015 and	1 anding 6/30/2016 ing for the renewal beri	ಂಡ
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## EXHIBIT "B" METHOD OF COMPENSATION

## Construction Management Development Program/Bond Guarantee Program (CMDP/BGP)

## 1 PURPOSE:

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

## 2 COMPENSATION:

For the satisfactory **performance** of services detailed in Exhibit "A" the awarded business shall be paid up to a Maximum Amount of <u>\$1,310,000.00</u>.

The Maximum Amount shall be made up of: \$430,000.00 from Fiscal Year July 1, 2013-June 30, 2014 (Original Contract) \$430,000.00 from Fiscal Year July 1, 2014-June 30, 2015 (Renewal #1) \$ 20,000.00 from Fiscal Year July 1, 2014-June 30, 2015 (Supplement #1) \$430,000.00 from Fiscal Year July 1, 2015-June 30, 2016 (Renewal #2)

The Total Maximum Amount shall include both direct and indirect costs.

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

## 3. PROGRESS PAYMENTS:

The awarded business shall submit invoices to be reimbursed monthly for authorized services performed. Payment for services shall be made at the hourly billing rates included in the consultant's "Price Proposal" Form in Exhibit "C".

The financial and activity reports are due to the Equal Opportunity Office within 15 business days after the end of a calendar month. No Payment will be made without submission of the required copies of the monthly progress and financial activity/performance report and invoices. Payment to the awarded business shall be in the amount to cover only those costs incurred during the preceding month; any exceptions shall only be made on the basis of the actual allowable costs incurred as authorized and approved by the Department.

The required monthly financial and activity report must accompany the invoices submitted by the awarded business to be reimbursed for authorized services. To assist the Department with accurate tracking, reconciliation and to meet reporting requirements, the awarded business is required to include the department's assigned contract agreement number on all submitted involces.

The awarded business is subject to penalty of \$250.00 per business day for each business day the required monthly progress and financial activity/performance reports and invoices are late. Any assessed penalty will be subtracted from the submitted invoice.

The awarded business is subject to penalty of \$250.00 per business day for each business day the required annual reports are late. Any assessed penalty will be subtracted from the submitted invoice.

The awarded business shall submit monthly invoices (2 copies) in a format acceptable to the Department. The documentation submitted must be in sufficient detail to allow FDOT to verify the submitted expenses were incurred and billed under the provisions of this contract. The itemization must include the amount budgeted, current amount billed to date and amount.

#### invoices shall be submitted to:

Florida Department of Transportation Attn: Ceci Bell, Support Services Project Manager Equal Opportunity Office 605 Suwannee Street, MS 65 Tallahassee, FL 32399-0450

## 4. FINANCIAL CONSEQUENCES:

Payment will not be made to the Vendor until the products have been delivered and/or the specified services have been satisfactorily performed and accepted by the Department unless advance payments are authorized.

## 5. DETAILS OF HOURLY BILLING RATES AND FEES:

Details of the Hourly Billing Rates and Fees for the performance of the services are contained in Exhibit "C", attached hereto and made a part hereof.

## 6. TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

#### RFP-DOT-12/13-9028-RC

#### Exhibit "C" PRICE PROPOSAL Construction Management Development Program/Bond Guarantee Program (CMDP/BGP)

Personnel Classifications	Estimated Work-Hours'	Hourly Billing Rate**	Total
Executive Director	100	\$ 110	\$ 11.000
CMDP/BGP Program Director	1600	\$ 110	\$ 176,000
Instructor	1080	\$ 110	\$ 118,800
Marketing Director	200	\$ 110	\$ 22,000
Admin Support Staff	800	\$ 45	\$_36,000
	Total Salary Relate	ed Costs	\$ 363 800
	Expenses***		\$ 66,200
	Maximum Amount		\$ 430,000

\*The Estimated Work-Hours shall match hours proposed in the Work Plan of the Proposal.

\*\*The Hourly Billing Rates shall include the costs of salaries, overhead, fringe benefits and operating margin. These rates shall remain in effect for any contract renewals.

\*\*\*Expenses – This is an estimated amount which shall be paid at actual allowable expenses as approved by FDOT.

Travel expenses shall be incurred in accordance with Section 112.061, Florida Statutes.

## NOTE: THE BUDGET FOR THIS PROJECT SHALL NOT EXCEED \$430,000.00. ANY PROPOSAL ABOVE THIS AMOUNT WILL BE CONSIDERED NON-RESPONSIVE.

<u>MFMP Transaction Fee:</u> All payment(s) to the vendor resulting from this competitive solicitation WILL be subject to the 1% MFMP Transaction Fee in accordance with the attached FORM PUR 1000 General Contract Condition #14.

<u>NOTE:</u> In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer Construction Estimating Institute	FEID # 59-2738495
Address: 5016 Calle Minorga	City, State, Zip Sarasota FL 34242
Authorized Signature: Think Varguery	Date: March 14, 2013
Authorized Signature: Rinberly Vasquer	Title: Executive Director

# **Government Training**



**The Construction Estimating Institute (CEI)** is a leading provider of construction-related training for governmental agencies, having designed and delivered custom training programs for numerous governmental agencies over the past thirty years. CEI will design customized training to meet your agency's goals and bring that training to you or your clients.

CEI training courses deliver the essential skills and critical knowledge that individuals need to be successful in the construction industry. CEI offers training in construction management, leadership development, blueprint reading, roadwork estimating, earthwork estimating, building estimating, construction negotiating, construction productivity improvement, jobsite supervision, project management,

underground utilities estimating, concrete estimating, certified payroll, construction accounting, bonding, and many more subjects. CEI training programs can be delivered via live classroom instruction or as online course modules through our internet-based learning management system.

CEI offers multiple programs for state transportation departments, including training for department employees, training and support for Disadvantaged Business Enterprises (DBEs), DBE outreach programs, and automated bid matching programs. CEI currently manages and delivers the Construction Management Development Program and Bond Guarantee Program for the Florida Department of Transportation and provides DBE training for the Alabama Department of Transportation through Tuskegee University. CEI's services range from the provision of short-term training programs (one to five day classes) to the complete management and delivery of long-term training and support programs.

## **Training Topics**

- Construction Negotiating
- Blueprint Reading
- Certified Payroll
- Construction Field Supervision
- Construction Project Management
- Improving Jobsite Productivity
- Successful Bidding Strategies

- Sitework Estimating
- Commercial Estimating
- Concrete Estimating
- Earthwork Estimating
- Residential Estimating
- Roadwork and Paving Estimating
- Underground Utilities Estimating

## Some of Our Clients

- Akwesasne Mohawk Casino
- Alabama State University
- Arizona Department of Transportation
- Confederated Tribes of the Colville Reservation
- Federal Highway Administration
- Florida Department of Financial Services

- Florida Department of Transportation
- New York City Department of Design and Construction
- Tuskegee University
- US Air Force—819<sup>th</sup> Red Horse Squadron
- US Air Force—823<sup>rd</sup> Red Horse Squadron
- US Department of Commerce

The most effective use of your training dollars is to provide customized training designed to meet your agency's specific training goals. CEI has an extensive selection of training courses that can be combined into a customized training program and delivered to you or your clients, via live classroom training or online courses.

To schedule an event visit www.ceihome.com or call 800-423-7058

## **Estimating Concrete Costs**



**Attendees of this two-day course** will learn to accurately estimate concrete costs. Using a real set of drawings, students will perform a complete concrete takeoff and will apply material and labor costs to that takeoff to assemble a complete estimate. Students will leave this class with the knowledge needed to produce accurate concrete estimates using efficient and reliable estimating techniques.

This course covers all aspects of concrete construction with which the estimator must be familiar, including concrete terminology, construction types, concrete properties, chemical admixtures, forming systems and curing materials. How each of these aspects affects the cost of concrete construction is covered in

detail. This course is designed to improve the skills and building knowledge the estimator draws upon while estimating the concrete portion of a project. A brief review of basic math and estimating procedures will be covered. Various concrete practice problems will be presented. A working set of drawings will be assigned and estimated. Material and labor costs will be presented, utilizing a cost data book and other references.

- Get acquainted with concrete
- Concrete terminology
- Categories of concrete costs
- General costs for:
  - Concrete
  - Placing
  - Reinforcing
  - Finishing
  - Equipment
- Essential forms and documentation
- Takeoff quantities of work
- Slabs on grade problems
- Footers and pads
- Utilize a cost data manual
- Shrinkage and temperature reinforcement
- Horizontal forming
- Forming costs-job built

- Reinforcing costs for:
  - Footers/pads
  - Pile caps
  - Piers/pilasters/columns
  - Walls/beams
  - Slabs/wire or fiber fabric
- Tilt-up systems
- Pre-cast concrete
- Manufactured forming systems
- Discussion on:
  - Hot and cold weather concrete
  - Admixtures
  - Chemical sealers, compounds
  - Form releases, hardener
- Introduction to computerized takeoff and estimating
- Prepare a concrete bid

**Upon completion of the course students will be able to** prepare accurate estimates of concrete costs and select cost efficient methods of forming, placing, reinforcing, and finishing the concrete. They will be able to organize cost data in a clear and logical manner for use in a summary estimate. Students will have the confidence to apply realistic unit costs to the estimated material and labor quantities and will check and verify the total cost estimate using comparative analysis.

# **Estimating Roadwork and Paving**



**Attendees of this one-day course** will learn to accurately estimate roadwork and paving costs of all types. Using real sets of drawings, students will perform a variety of take-offs on various road, paving and parking lot projects. Students will apply material and labor costs to associated takeoffs to assemble a complete estimate using efficient and reliable estimating takeoffs. This course is designed to improve estimator productivity and increase equipment selection and costing knowledge. This course is ideal for road and highway contractors, asphalt and concrete pavers, commercial contractors and developers, and DOT employees.

This program teaches the primary aspects of estimating roadwork and paving construction. It provides the estimator with the skills necessary to assemble a

detailed and accurate estimate of this scope of work. Practical experience is gained throughout the course using hands-on exercises and problem-solving challenges.

- Estimate slopes/shoulders
- Curb and gutter calculations
- Estimate asphalt paving
- Estimate concrete paving
- Establish crew costs
- Estimate hauling costs
- Estimate from typical details
- Calculate compaction production
- Pre-bid process & site analysis
- Plans and specifications
- Pre-bid Checklist
- Soils-aggregate mixtures & treatment
- Storm water management
- Erosion control plan
- Site clearing
- Site demolition
- Soil stabilization

- Production for subbase compaction
- Aggregate base
- Preparation of subgrade
- Placing aggregate
- Aggregate shoulders & approaches
- Placing shoulder material
- Open graded drainage courses
- Swell and shrink materials
- Project specifications and compaction
- Ground loss
- Land slope on soil quantities
- Slope factors
- Bidding and mark-up discussion
- Equipment costing
- Preparing the project schedule
- Adjustment for project changes and extras

**Upon completion of the course students will be able to** implement a structured system for determining job costs by accurately assessing equipment, labor, material and other service costs involved in the completion of roadwork projects. They will be able to determine cut and fill quantities in roadway excavations, working from cross sections and profiles and will increase work efficiency and control of the project. Students will be able to accurately calculate and apply equipment production rates. They will have the confidence to estimate all major aspects of paving construction, including: asphalt and concrete materials, subgrade preparation, curb and gutter.

## **Estimating Sitework Construction**



**Attendees of this five-day course** will learn to better understand the methods by which sitework construction cost estimates are developed. This course is designed for new estimators, more experienced estimators who have never been exposed to formal training, and other construction professionals. This course will cover all the tasks required to develop an accurate sitework estimate. Students learn to calculate work quantities from engineering drawings, correctly adjust for material swell and shrink, assemble efficient crews, and determine productivity.

This course consists of a full week of hands-on training in sitework estimating. It will enormously improve and complement your knowledge and experience in sitework construction. Learn the concise and proper methods required to prepare thorough,

organized cost estimates. Learn how to avoid the many problems associated with this complex and demanding scope of work. The training provided will enable you to effectively evaluate the extreme range of sitework price quotations that are often received by the general contractor. This course will provide students with the knowledge and skills necessary to assemble and organize all elements of an accurate sitework estimate. Testing and practical application of the skills you will learn is accomplished throughout this course with a series of hands-on exercises and problem-solving challenges and discussions.

- Pre-bid investigation
- Plans and specifications
- Site visit and soil borings
- Pre-estimate checklists
- Area and perimeter calculations
- Cut/fill calculations: average end area method
- Soils shrink and swell
- Cut/fill calculations: grid cell method
- Soils classifications
- Matching equipment to soil type
- Excavation production
- Bulk excavation exercise
- Crew analysis
- Trucking optimization

- Bidding and mark-up discussion
- Equipment costing
- Road calculations
- Mass haul diagrams
- Earthwork "Rules of Thumb"
- Estimating forms and formats
- Trench volume calculations
- Trenching productivity
- Pipe laying productivity
- Storm drainage exercise
- Materials costing
- Equipment selection procedures
- Subsurface interferences
- Clearing and demolition
- Dewatering methods

- Specification analysis
- Safety requirements
- Complete the estimate
- Sanitary sewer exercise
- Estimate slopes/shoulders
- Curb and gutter calculations
- Estimate and quantify asphalt paving
- Estimate and quantify concrete paving
- Estimate hauling costs
- Crew assemblies
- Estimate Compaction

**Upon completion of the course students will be able to** put into practice real-life methods for determining job costs, and use essential formats for clearly estimating equipment, labor, material and other service costs related to completing a project. They will be able to assess and decide how a variety of physical site complexities may affect the estimated cost of a project and use methods to counteract these variances. Students will be able to better identify and interpret general site conditions, special conditions and technical specifications associated with sitework projects.

# **Estimating Underground Utilities**



Attendees of this two-day course will receive personalized instruction on how to properly achieve accurate takeoffs for all types of underground utility projects. Using real sets of drawings, students will perform complete takeoffs and will apply material and labor costs to assemble a complete estimate. The training provides the necessary skill sets and knowledge-based processes for consistent underground utility estimating. This course is for new estimators, field personnel and all other construction professionals who want to acquire a sound fundamental understanding of the principles of underground utility construction cost estimates. The course is designed to improve costing, pricing and production techniques of underground utility contractors on private and government projects.

This program concentrates on the specific problems encountered while estimating varying costs of underground utilities. Recommended solutions to items such as interferences, work stoppages and unanticipated conditions are covered in detail. This course will provide the estimator with a practical and time-saving approach to quantity calculations, soil analysis and water tables. It will also cover how to accurately determine the productivity rates upon which to base your bid.

- Trench volume calculations
- Trenching productivity
- Pipe laying productivity
- Pipe trench assemblies
- Storm drainage exercise
- Materials costing
- Pre-bid investigation
- Performing pre-estimate checklists
- Analyze sites and soil brings
- The bidding procedure
- Estimating forms and formats
- Swell and shrink
- Material weights and swell factors
- Prepared exercises
- Daily production estimates
- Calculate productivity
- Allow for time at structure locations

- Adjust productivity for sub-surface interference
- Apply crew cost to estimated productivity
- Test estimating skills with problem solving exercises
- Equipment selection procedures
- Subsurface interferences
- De-watering methods
- Specification analysis
- Safety requirements
- Sanitary sewer exercise
- Clearing and demolition
- Drainage pipe and miscellaneous structures
- Estimating ground water control
- Format of the estimate
- Basic cost data
- Complete the bidding package
- Effects of interference, interruptions and the unexpected
- OSHA trenching excavation standards

**Upon completion of the course students will be able to** perform accurate trench volume and backfill calculations and verify the engineer's quantities. They will foresee project complexities and installation difficulties and will assemble crews for maximum efficiency. Students will have the confidence to correctly gauge productivity and improve estimate accuracy.

# **E.2.** Treasurer's Report

## MEMORANDUM

September 18, 2015

TO:

Authority Board Members: S. Scott Boyd Welton G. Cadwell Brenda Carey Buddy Dyer Fred Hawkins, Jr Andria Herr Teresa Jacobs Jay Madara S. Michael Scheeringa

FROM: Lisa Lumbard, CFO

SUBJECT: August 2015 Financial Reports

Attached please find the August 2015 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

Sincerely,

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS FOR THE MONTH ENDING AUGUST 31, 2015 AND YEAR-TO-DATE

	FY 16 MONTH ACTUAL	FY 16 MONTH BUDGET	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$29,520,414	\$26,677,309	\$ 59,492,698	\$ 54,713,445	\$ 4,779,253	8.7%	10.2%
TOLLS COLLECTED VIA UTN'S	1,029,383	592,321	1,872,698	1,190,626	682,072	57,3%	23.6%
FEES COLLECTED VIA UTN'S AND UTC'S	551,574	372,155	875,561	669,916	205,644	30,7%	28.5%
TRANSPONDER SALES	4,040	4,172	8,080	9,632	(1,552)	-16.1%	-14.8%
OTHER OPERATING	136,085	177,466	162,394	257,541	(95,147)	-36.9%	13.8%
INTEREST	50,290	161,775	349,921	330,261	19,660	6.0%	8.1%
MISCELLANEOUS	79,984	80,026	171,262	171,402	(140)	-0,1%	4.3%
TOTAL REVENUES	31,371,769	28,065,222	62,932,613	57,342,824	5,589,789	9.7%	10.8%
O M & A EXPENSES							
OPERATIONS	2,578,254	3,250,917	4,190,515	5,125,318	934,803	18.2%	0,2%
MAINTENANCE	607,490	987,968	755,002	1,112,025	357,023	32,1%	25.8%
ADMINISTRATION	509,460	519,110	908,576	883,022	(25,554)	-2.9%	13.6%
OTHER OPERATING	7	<u> </u>	7	· · ·	(7)	0.0%	-100.0%
TOTAL O M & A EXPENSES	3,695,210	4,757,995	5,854,099	7,120,365	1,266,265	17.8%	1.3%
NET REVENUES BEFORE DEBT SERVICE	27,676,559	23,307,227	57,078,513	50,222,459	6,856,055	13,7%	11.8%
COMBINED NET DEBT SERVICE	11,902,835	11,910,570	23,699,948	23,820,555	120,607	0.5%	-0.7%
NET REVENUES AFTER DEBT SERVICE	\$15,773,724	\$11,396,657	\$ 33,378,565	\$ 26,401,903	\$ 6,976,662	26.4%	22.9%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015 FOR THE MONTH ENDING AUGUST 31, 2015 AND YEAR-TO-DATE

	-	FY 2016 ACTUAL	3	FY 2016 BUDGET		2016		ARIANCE	FY 16 YEAR-TO-DATE _% VARIANCE
Operations	\$	4,190,515		\$	5,125,318		\$	934,803	18.2%
Maintenance		755,002			1,112,025			357,023	32.1%
Administration		908,576			883,022			(25,554)	-2.9%
Other Operating		7_	2120		<u> </u>	2		(7)	0.0%
Total O M & A	\$	5,854,099		\$	7,120,365		\$	1,266,265	17.8%
Capital Expenditures									
Operations	\$	15,238		\$	65,036			49,799	76.6%
Maintenance		-			14,787			14,787	100.0%
Administration	_				16,333			16,333	100.0%
Total Capital Expenditures	\$	15,238		\$	96,156		\$	80,919	84.2%

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## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Operations - Comparison of Actual to Budget For the Two Months Ending August 31, 2015

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	105,967	69,305	(36,663)	-52.90%
Violation Enforcement	343,008	452,161	109,153	24.14%
Information Technology	431,423	381,284	(50,139)	-13.15%
Information Technology - Projects	0	49,000	49,000	100.00%
E-PASS Service Center	1,385,974	2,016,664	630,690	31.27%
Public Outreach/Education	25,263	11,573	(13,690)	-118.28%
Subtotal OOCEA	2,291,635	2,979,987	688,352	23.10%
TOLL FACILITIES				
Beachline Expressway (SR 528) Beachline Plaza	104,450	122,040	17,590	14,41%
	153,290	158,658	5,368	3.38%
Airport Plaza Dallas Plaza	101,779	111,898	10,120	9.04%
East-West Expressway (SR 408)	101,779	111,030	10,120	0.0770
Dean Plaza	135,937	157,674	21,737	13.79%
Conway Main Plaza	217,823	252,492	34,669	13.73%
Pine Hills Plaza	157,461	188,152	30,690	16.31%
Hiawassee Plaza	138,489	159,684	21,196	13.27%
Western Expressway (SR 429)	100,400	100,004	21,100	10.21 /0
Independence Plaza	121,534	142,045	20,511	14.44%
Forest Lake Plaza	131,214	153,281	22,067	14.40%
Greeneway Expressway (SR 417)	101,211	100,201	,	
University Plaza	117,886	134,392	16,506	12.28%
Curry Ford Plaza	114,903	135,450	20,547	15.17%
Boggy Creek Plaza	136,275	167,802	31,528	18.79%
John Young Plaza	128,782	153,102	24,319	15.88%
John Land Apopka (SR 414)		,		
Coral Hills Plaza	154,294	173,696	19,402	11.17%
Subtotal Toll Facilities	1,914,118	2,210,367	296,250	13.40%
			004.000	40 070/
Total Operations Expenses	4,205,752	5,190,354	984,602	<u>    18.97%</u>

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## Maintenance - Comparison of Actual to Budget For the Two Months Ending August 31, 2015

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	201,917	213,662	11,746	5.50%
Expressway Operations	123,076	372,123	249,047	66.93%
Routine Maintenance	430,010	541,027	111,017	20.52%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	755,002	1,126,812	371,810	33.00%

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## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Administration - Actual to Budget by Cost Center For the Two Months Ending August 31, 2015

	YTD Actual			Variance Percentage	
General	50,856	59,098	8,242	13.95%	
General Projects	0	0	0	0.00%	
Executive	191,976	162,341	(29,635)	-18.25%	
Communications	63,817	64,496	679	1.05%	
Human Resources	21,385	21,035	(351)	-1.67%	
Supplier Diversity	14,679	65,027	50,348	77.43%	
Accounting	190,911	200,204	9,293	4.64%	
Records Management	26,309	37,339	11,031	29.54%	
Construction Administration	53,292	55,404	2,112	3.81%	
Procurement	69,011	78,352	9,342	11.92%	
Legal	130,912	89,728	(41,184)	-45.90%	
Internal Audit	44,297	17,255	(27,042)	-156.72%	
525 Magnolia	3,851	4,444	594	13.36%	
Plans Production	47,280	44,631	(2,649)	-5.94%	
Grand Total Expenses	908,576	899,355	(9,221)	-1.03%	
			(0,221)		

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON FOR THE MONTH ENDING AUGUST 31, 2015 AND YEAR-TO-DATE

	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 59,492,698	\$ 54,713,445	\$ 4,779,253	\$ 53,975,763	\$ 51,855,271	\$ 2,120,492	\$ 2,658,761
TOLLS COLLECTED VIA UTN'S	1,872,698	1,190,626	682,072	1,515,566	1,059,306	456,260	225,812
FEES COLLECTED VIA UTN'S AND UTC'S	875,561	669,916	205,644	681,173	546,193	134,980	70,664
TRANSPONDER SALES	8,080	9,632	(1,552)	9,482	5,717	3,765	(5,317)
OTHER OPERATING	162,394	257,541	(95,147)	142,711	123,877	18,834	(113,981)
INTEREST	349,921	330,261	19,660	323,649	204,602	119,047	(99,387)
MISCELLANEOUS	171,262	171,402	(140)	164,214	152,671	11,543	(11,683)
TOTAL REVENUES	62,932,613	57,342,824	5,589,789	56,812,558	53,947,637	2,864,921	2,724,868
O M & A EXPENSES							
OPERATIONS	4,190,515	5,125,318	934,803	4,180,125	4,220,580	40,455	894,348
MAINTENANCE	755,002	1,112,025	357,023	600,299	621,173	20,874	336,149
ADMINISTRATION	908,576	883,022	(25,554)	800,057	893,070	93,013	(118,567)
OTHER OPERATING	7	·		199,083	233,333	34,250	(34,257)
TOTAL O M & A EXPENSES	5,854,099	7,120,365	1,266,265	5,779,564	5,968,156	188,592	1,077,673
NET REVENUES BEFORE DEBT SERVICE	57,078,513	50,222,459	6,856,055	51,032,994	47,979,481	3,053,513	3,802,542
COMBINED NET DEBT SERVICE	23,699,948	23,820,555	120,607	23,877,152	23,976,961	(99,809)	220,416
NET REVENUES AFTER DEBT SERVICE	\$ 33,378,565	\$ 26,401,903	\$ 6,976,662	\$ 27,155,842	\$ 24,002,520	\$ 3,153,322	\$ 3,823,340

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#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR COMPARISON FOR THE MONTH ENDING AUGUST 31, 2015 AND YEAR-TO-DATE

	FY 16 MONTH ACTUAL	FY 15 MONTH ACTUAL	FY 15 - 16 SAME MONTH COMPARISON	FY 16 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE ACTUAL	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 29,520,414	\$ 26,900,092	\$ 2,620,322	\$ 59,492,698	\$ 53,975,763	\$ 5,516,935
TOLLS COLLECTED VIA UTN'S	1,029,383	753,999	275,384	1,872,698	1,515,566	357,132
FEES COLLECTED VIA UTN'S AND UTC'S	551,574	386,400	165,174	875,561	681,173	194,388
TRANSPONDER SALES	4,040	4,139	(99)	8,080	9,482	(1,402)
OTHER OPERATING	136,085	120,193	15,892	162,394	142,711	19,683
INTEREST	50,290	160,454	(110,164)	349,921	323,649	26,272
MISCELLANEOUŚ	79,984	76,920	3,064	171,262	164,214	7,048
TOTAL REVENUES	31,371,769	28,402,197	2,969,572	62,932,613	56,812,558	6,120,055
O M & A EXPENSES						
OPERATIONS	2,578,254	2,690,492	(112,238)	4,190,515	4,180,125	10,390
MAINTENANCE	607,490	518,690	88,800	755,002	600,299	154,703
ADMINISTRATION	509,460	473,042	36,418	908,576	800,057	108,519
OTHER OPERATING	7	199,083	(199,076)	77	199,083	(199,076)
TOTAL O M & A EXPENSES	3,695,210	3,881,307	(186,097)	5,854,099	5,779,564	74,535
NET REVENUES BEFORE DEBT SERVICE	27,676,559	24,520,890	3,155,669	57,078,513	51,032,994	6,045,519
COMBINED NET DEBT SERVICE	11,902,835	11,942,059	(39,224)	23,699,948	23,877,152	(177,204)
NET REVENUES AFTER DEBT SERVICE	\$ 15,773,724	\$ 12,578,831	\$ 3,194,893	\$ 33,378,565	\$ 27,155,842	\$ 6,222,723

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

# F.2. ACCOUNTING/FINANCE DEPARTMENT PRESENTATION

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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# ACCOUNTING & FINANCE DEPARTMENT



- 10 people on staff with over 80 years of combined experience at CFX
- Process an average of 7,500 invoices and 4,000 journal entries a year
- Manage interoperability wires with other agencies on a weekly basis



- Produce the monthly statistical reports
- Produce the yearly financial reports
- "Certificate of Achievement for Excellence in Financial Reporting" - 10 consecutive years







MARC VENTURA Assistant Manager of Accounting and Finance Hired on January 3, 2005



EMILY ROUSE Accounting Supervisor Hired on February 18, 2008





ANETH WILLIAMS Manager of Contract Compliance Hired on September 12, 2005



RUTH VALENTIN Office Coordinator Hired on February 2, 2015





MARY WATKINS Accountant Hired on November 14, 1996



TERESA ANG Accounting Specialist Hired on December 31, 1998





CLARITZA YEAGINS Accounting Specialist Hired on May 17, 2010



CINDY WATT Accounting Clerk Hired on August 19, 2013



JEPHTE JOSEPH Accountant Hired on July 7, 2014



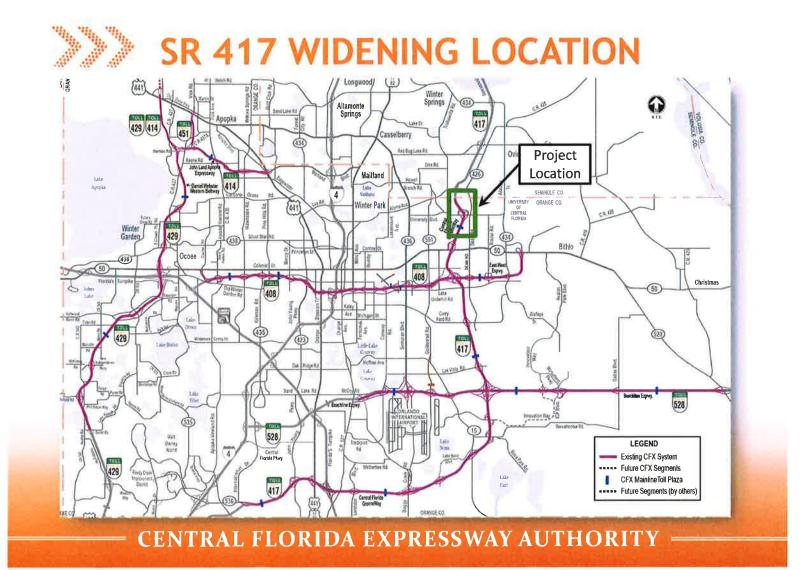
- Reconcile and report on revenue, projected to exceed \$350 million in FY16
- Track, record and oversee a multitude of investments supporting CFX projects, ranging from general funds to special bond transactions
- Continue to serve the day-to-day financial needs of CFX

# **F. 3.** FEDERAL LOBBYIST PROCUREMENT

## **Federal Advocacy Services**

- Request for Proposals (RFP) for Federal Advocacy Services advertised in the Orlando Sentinel on August 16, 2015.
- Proposal documents posted to the Procurement page on the CFX web site on August 24, 2015.
- Notification of posting emailed to all vendors with an eProcurement Account.
- Firms contracted directly that were providing similar services to other governmental agencies including Orange County, Seminole County, Lake County, Osceola County, City of Orlando, MDX, and LYNX.
- Seven firms downloaded the proposal documents from the web site.
- Becker & Poliakoff, P.A. (Becker), and Alcalde & Fay (Alcalde) were the only firms to submit proposals by the September 14, 2015, deadline.
- The Procurement Department contacted the five firms that did not submit. Two firms said they were not sure exactly what we were looking for; one firm cited a possible conflict of interest; one firm said the contract amount was too small; and one firm said they decided not to submit for no particular reason.
- Submittals from Becker and Alcalde have not been opened and are exempt from public records until a contract is awarded.
- Available options:
  - 1. Continue with review process for the two submittals and bring a recommendation to the Board to award the contract at the November meeting.
  - 2. Re-advertise for the services and directly notify firms that did not submit. Becker and Alcalde would have to re-submit, but their original submittals would be exempt from public records. Re-advertising would mean a December award.

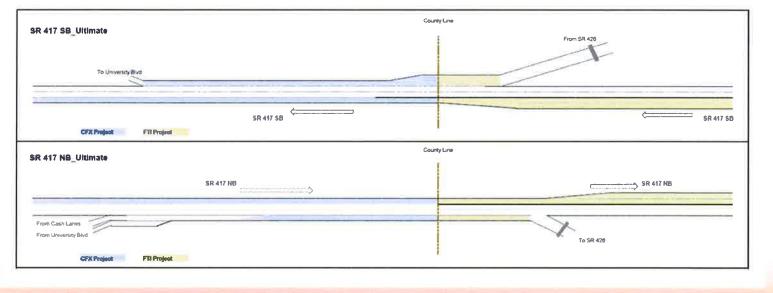
# **F.4.** Advancement of S.R. 417 Widening Project







# SR 417 / SEMINOLE EXPRESSWAY ULTIMATE LANE CONFIGURATION



#### Figure 9: SR 417/Seminole Expressway Ultimate Lane Configuration

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY** 

# **F. 5.** MARDEN ROAD/S.R. 414 INTERCHANGE AGREEMENT

# Marden Road Interchange

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## Why Apopka Needs the Interchange

- The interchange will provide access to Marden Road from and to the John Land Expressway so the area can be developed. Current Exits do not meet Development and end user criteria
- The Interchange will enable the development of commercial services to the immediate area residents where there currently are none (e.g. grocery stores, drug stores, restaurants, and miscellaneous services).

## Timeline

**May 2012** – First meeting with OOCEA (CFX). CFX Informed us that we need an Interchange Justification Report (IJR) to show the need for an interchange at Marden Rd.

February 2013 – Engaged Dewberry Engineers for the IJR.

January 2014 – IJR was completed and submitted to CFX for comments.

**2014** – Engaged in a series of meetings with CFX staff and with their consultants (Atkins and CMH2 Hill).

**October 2014** – Received approval from Glenn Pressimone, subject to having CFX board approve an interchange agreement.

**November 2014** – Began working on a Cost Sharing Agreement with City of Apopka to assist funding of interchange.

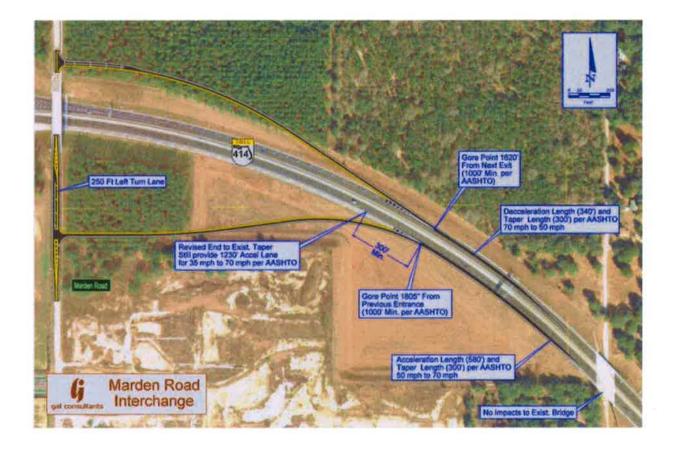
September 2015 – City of Apopka City Council approved Cost Sharing Agreement.

## Aerial Overview of Marden Road Interchange Project Area



Emerson Point Development Area Plan

# Aerial Overview of the Interchange



## Constructing the Interchange

The Interchange will be developed by MMI Development including design, engineering, legal, permitting, drainage and retention to complete the interchange to the satisfaction of the Central Florida Expressway Authority.

#### **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

October 31, 2014

Mr. Kevin Knudsen, P.E. Dewberry / Bowyer-Singleton 520 South Magnolia Avenue Orlando, Fl 32801

#### RE: SR 414 at Marden Road Interchange Justification Report

Dear Mr. Knudsen,

The Central Florida Expressway Authority (Authority) received the final SR 414 at Marden Road Interchange Justification Report (JJR) dated September 2014. The Authority's Genural Engineering Consultant and Traffic and Revenue Consultant were directed to perform detailed reviews of this submittal to ensure comments provided on previous draft reports were adequately addressed. The reviews have been completed and comments provided by each firm are attached.

It appears that all substantive comments associated with the potential operational impacts to SR 414 resulting from the construction of new ramps at Marden Road are adequately addressed in this final UR. Therefore, the Authority has determined that the required technical evaluation of the proposed interchange ramps is complete and the results of that evaluation indicate that the forecasted operational impacts to SR 414 would be acceptable.

As discussed during the August 11, 2014 meeting with you and the Applicant, a signed funding agreement between all parties that clearly delineates financial responsibilities is required prior to final approval of the UR. The Authority looks forward to receiving a draft agreement from the Applicant to begin this final stage of the UR approval process.

Additionally, if the Applicant decides to advance the proposed interchange ramps at Marden Road after IJR approval, the following conditions will apply:

- The ramp design must meet all Authority uniteria including geometry, drainage, signage, pavement markings, lighting, etc. The Authority will have final review and approval of all construction plans.
- The proposed westbound exit ramp has the potential to impact private property. Securing the right of way necessary to construct the ramp will be the Applicant's responsibility.

4974 ORL TOWER RD ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011 WWW.EXPRES6WAYAUTHORITY.COM

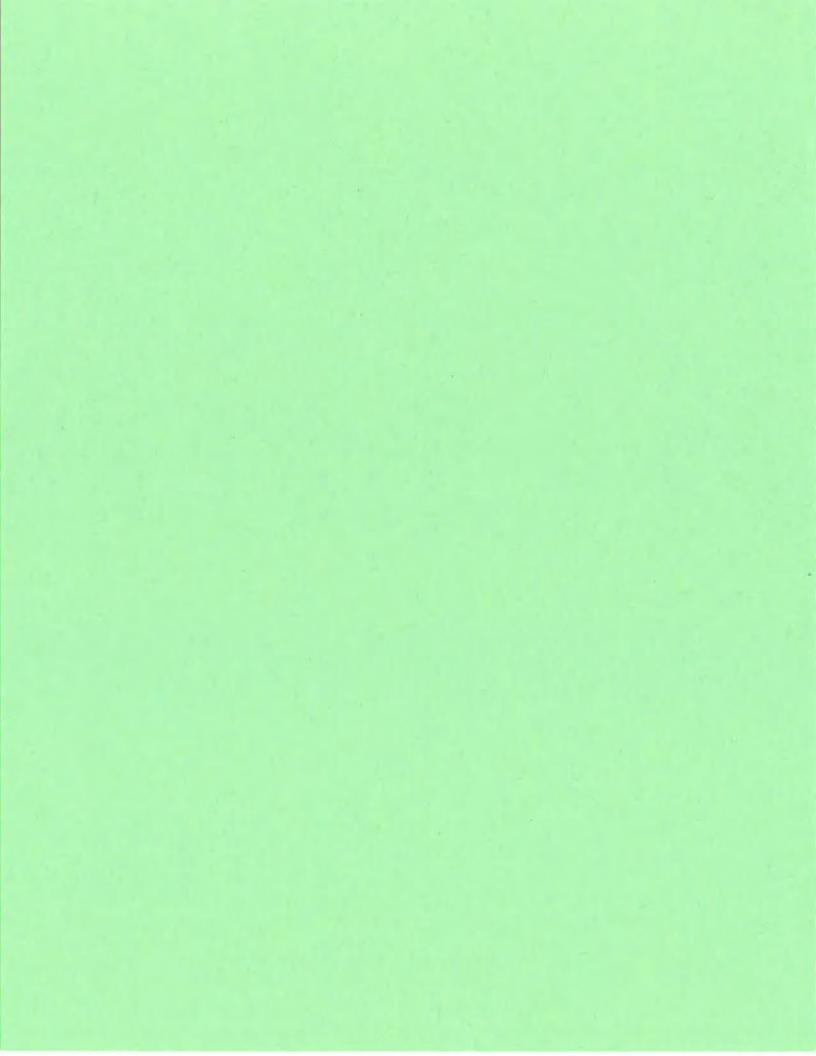
- 3. The proposed eastbound entrance ramp appears to impact a parcel owned by the Authority. The Applicant may be required to obtain the property necessary to construct the ramp in secondance with the Authority's amplias property guidelines.
- 4 The proposed eastbound entrance ramp also appears to impact an Authority storm water pond. Further coordination will be required to address permitting requirements associated with any pond impacts.

Please contact myself or Glenn Pressimone, Director of Engineering if you have any questions or need further clarification,

Sincerely, Joseph A / Serenier Joseph A. Berenis, P.E. Deputy Executive Director

Attachments

cc : G. Pressimone N. Silva H. Miller



## SR 414 at Marden Road

## **Interchange Justification Report**

Orange County, FL

Prepared by:

GMB Engineers & Planners, Inc.

Orlando, Florida

Association With:

Dewberry/Bowyer-Singleton

Orlando, FL

September 2014

### PROFESSIONAL ENGINEER ENDORSEMENT

I hereby certify that I am a registered professional engineer in the State of Florida practicing with GMB Engineers & Planners, Inc., a corporation, authorized to operate as an engineering business, Certification of Authorization No. 00008155, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and I have prepared or approved the methodology, analysis, conclusions and recommendations hereby reported for:

Project:SR 414 at Marden Road Interchange Justification ReportLocation:Orange County, FloridaClient:MMI Development a Florida Corporation

I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering, as applied through professional engineering judgment and practical experience.

Name: Dante A. Gabriel

P.E. Number: 37271

Date: September 08, 2014

Signatur ante / ii | Plante

## **Executive Summary**

On behalf of the applicant, MMI Development a Florida Corporation, and locally supported by the City of Apopka, GMB Engineers & Planners, Inc. in association with Dewberry/Bowyer-Singleton prepared an Interchange Justification Report (IJR) for the proposed interchange of SR 414 at Marden Road located in the City of Apopka, Orange County. The proposed interchange comprises of an eastbound entrance ramp and a westbound exit ramp of SR 414 with Marden Road.

Traffic data collected for the year 2013 existing conditions were evaluated to establish freeway/ramp junctions, arterial and intersection levels of service (a.m. and p.m. peak hours) operating conditions. Under existing year 2013 conditions, freeway segments and ramp junctions are found to operate at LOS B or better which is a better performance level than the minimum adopted LOS D standard. The roadway segments and study intersections are found to operate at LOS D or better which is also better than the minimum adopted LOS D or better which is also better than the minimum adopted LOS D standard.

The proposed build geometry involves a half diamond interchange at SR 414 and Marden Road providing direct ramp access to and from the east. The surrounding limited access facilities at SR 414, SR 429 and SR 451 retain the existing typical sections and ramp configurations. The freeway segments along SR 414, SR 451, and SR 429 are projected to operate at LOS C or better during the design year conditions. The merge/diverge segments for all the ramp terminals including those for Marden Road are projected to operate at LOS C or better during the design year 2035 conditions.

The request for the proposed SR 414/Marden Road interchange is to improve access to the south part of the City of Apopka that is envisioned to promote over 7,000,000 sq. ft. of institutional, industrial, and office/retail developments, along with over 1600 residential units; without this access to SR 414, trips generated by these future iii | P a g e

developments will be circuitous given the limited accessibility due to the confluence of the SR 429/SR 414/SR 451 system interchange and they will rely on existing access at the Ocoee Apopka Road interchange on SR 429 and at the Keene Road interchange with SR 414 which offer indirect and limited accessibility. Florida Hospital announced that it is relocating its downtown Apopka hospital to a larger 38 acre site near the proposed Marden Road interchange. Accompanying this hospital relocation is the expected spinoff of an extensive "Health Village" development of doctor offices, medical plazas and supporting services. Additionally, emergency vehicle access to and from the hospital will be significantly improved with the presence of this proposed interchange.

Based on the evaluation of future traffic operating conditions, the proposed Marden Road interchange will not have an adverse impact on the SR 414 mainline operations or the system-to-system interchange located to the west. The Marden Road interchange provides an alternative access to SR 414 while reducing the concentration of traffic volumes on adjacent interchange ramps at Keene Road and SR 451. The proposed interchange will also improve surrounding roadways by reducing traffic volumes and intersection delay within the study area. This interchange will play a significant role in the traffic distribution needs of the City of Apopka's master development plans for the surrounding area around the confluence of SR 429, SR 414 and SR 451.

The SR 414 mainline traffic flow characteristics in the Build Alternative are comparable with the No-Build Alternative. The proposed interchange provides positive mitigation on the traffic volumes on the parallel facilities. SR 451 and Keene Road exhibit reduction in traffic volumes as expected due to the proposed interchange at Marden Road.

The applicant will be responsible for the full capital cost, including but not limited to design, right-of-way, mitigation and construction. Independent of this funding commitment, the applicant and the City of Apopka are entertaining supplemental funding sources that may include, but are not limited to, contributions from adjacent and/or benefited property owners and impact fee credits. The current estimated probable cost of the interchange is approximately \$5,000,000.



2301 Maitland Center Parkway, Suite 300 Maitland, FL 32751 tel: 407 660-2552 fax: 407 875-1161

October 17, 2014

Mr. Glenn Pressimone, P.E. Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Final Comments on Marden Road IJR

Dear Mr. Pressimone:

CDM Smith has reviewed the revised report titled **State Road 414 & Marden Road IJR**, September 2014 and the accompanying letter dated July 30, 2014 from GMB Engineers & Planner, Inc. in this letter, Dante Gabriel describes GMB's response to prior comments from Atkins and CDM Smith.

At this point, the only substantive issue that remains is the degradation in the level of service on Marden Road south of the interchange. The level of service changes from LOS D under No Build conditions to LOS F under Build conditions. While improvements on this road are not the responsibility of the Authority, it seems worthwhile to clearly state that this is the case.

CDM Smith has no further comments on this report. Please let me know if you would like to discuss this or other issues. Best regards,

**CDM Smith** 

Augle W. Miller Je

Hugh W. Miller, Jr., PhD, PE Vice President



Atkins North America, Inc. 482 South Keller Road Orlando, Florida 32810-6101

Telephone: +1.407.647.7275 www.atkinsglobal.com/northamerica

October 20, 2014

23 DGF14 m12:45

Glenn M. Pressimone, P.E. Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

### Re: State Road 414 and Marden Road, Interchange Justification Report (September 2014)

Dear Mr. Pressimone:

Atkins' staff has reviewed the referenced document prepared by GMB Engineers & Planners in association with Dewberry/Bowyer-Singleton as requested. Atkins had reviewed two previous submittals and provided comments. The review of the last submittal (dated May 2014) resulted in two minor comments.

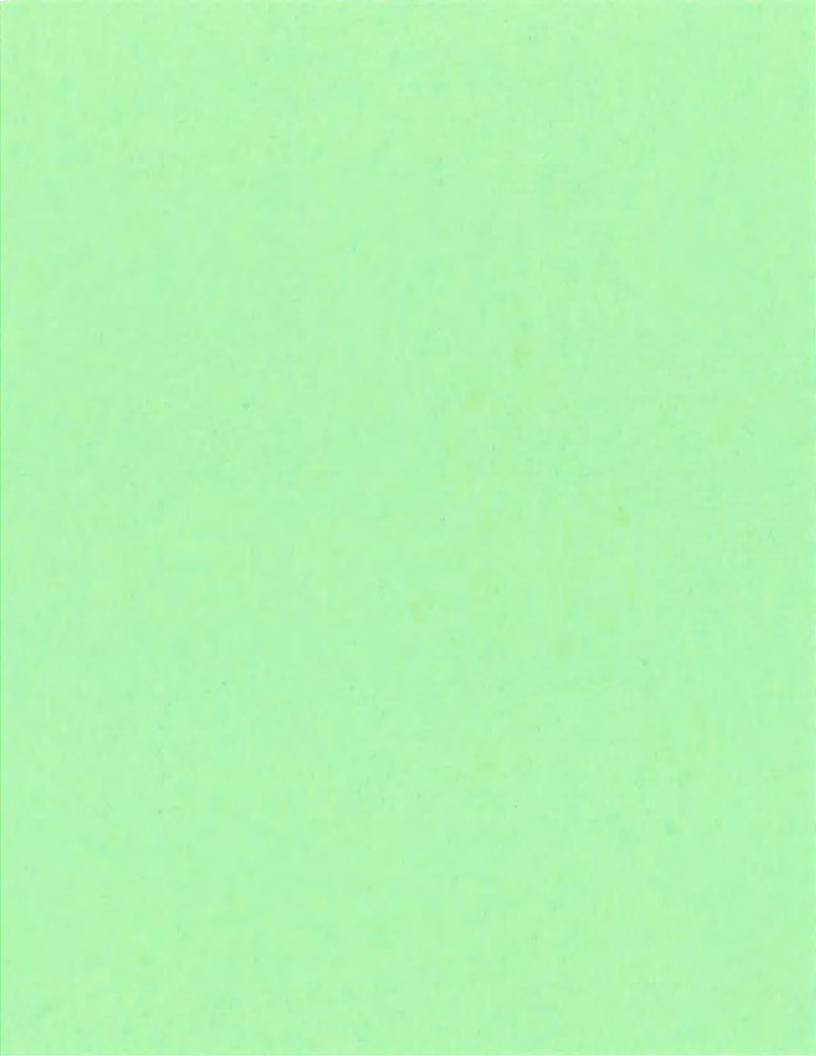
Following a detailed review of the referenced document, it appears all comments have been adequately addressed. As stated previously, there does not appear to be any fatal flaws associated with the engineering characteristics of the proposed interchange ramps and, based on the analysis provide in the IJR, the projected operational impacts to SR 414 resulting from construction of the ramps will be minor.

Please contact me with any questions or if additional clarifications are necessary.

Sincerely,

Nathan P. Silva, P.E. Program Manager

cc: Joseph A. Berenis, P.E., Deputy Executive Director



## MARDEN ROAD INTERCHANGE AGREEMENT

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

## EMERSON POINT ASSOC., LLLP

and

## EMERSON POINT PHASE II, LLC

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# EXHIBIT "A"PRELIMINARY SKETCH OF INTERCHANGEEXHIBIT "B"CFX'S LETTER OF APPROVAL

## MARDEN ROAD INTERCHANGE AGREEMENT

This Marden Road Interchange Agreement ("Agreement") is made and entered into by and between EMERSON POINT ASSOC., LLLP, a Florida limited liability partnership, and EMERSON POINT PHASE II, LLC, a Florida limited liability company (collectively, "Emerson Point"), and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an expressway authority established under the laws of the State of Florida (the "Authority").

#### WITNESSETH:

WHEREAS, Emerson Point is the owner and developer of certain lands located in Orange County, Florida, generally known as the Emerson Point Project (the "Project"); and

WHEREAS, Emerson Point desires to construct a half diamond interchange with associated street improvements at the intersection of Marden Road and SR 414 as depicted on Exhibit "A" attached hereto (the "Interchange")

WHEREAS, Emerson Point has caused to be prepared that certain State Road 414 & Marden Road Interchange Justification Report ("IJR") dated September 2014; and

WHEREAS, the IJR has been reviewed by the Authority and the required technical evaluation of the proposed interchange ramps is complete and the results are stated in CFX's letter of approval which is attached hereto as Exhibit "B"; and

Whereas, the Authority has no objection to the construction of the

Interchange, and will assist Emerson Point in the permitting and approval of the Interchange, as reasonably requested by Emerson Point, but at no cost to Authority, and

WHEREAS, the cost of the Interchange design and development will be paid by Emerson Point and the Authority will not be required to bear any cost or expense in connection therewith, and

WHEREAS, the Interchange will become part of the Authority system (and will be operated by the Authority), and

WHEREAS, Emerson Point intends to engage engineers approved by the Authority to prepare construction plans for the Interchange (the "Construction Plans"); and

WHEREAS, throughout development of the Construction Plans Emerson Point shall submit the same to the Authority for its review, comment and final approval as to the interchange design and other work proposed inside the Authority's limited access right of way, (it being agreed that the Authority is not responsible for approval of plans for the remaining construction of Marden Road improvements or drainage outside of the Authority's right-of-way which shall be reviewed by the City of Apopka); and,

WHEREAS, those items of the Construction Plans subject to the approval of the Authority shall hereinafter be referred to as the "Interchange Plans"); and

WHEREAS, Emerson Point is proposing to construct an Interchange in the form and configuration generally depicted by the attached Exhibit "A" (a reduced version of a portion of the Interchange Plans), subject to the Authority's right to

request a revised geometric design that will be consistent with required sign locations, and

WHEREAS, the Authority has determined from a transportation planning perspective, the construction of the Interchange will not adversely affect SR 414, and

WHEREAS, the Authority and Emerson Point wish to set forth their agreement for the design, permitting, construction, operation and maintenance of the Interchange and to establish criteria for CFX right-of-way use upon the terms and conditions more fully set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Emerson Point and the Authority agree as set forth herein.

1. <u>RECITALS</u>. The above recitals are true and correct and form a material part of this Agreement.

### 2. <u>INTERCHANGE DESIGN AND PERMITTING</u>.

a. <u>The Engineers</u>. Emerson Point shall engage engineers approved by the Authority to prepare the Interchange Plans (the "Engineers").

b. <u>Construction Documents</u>. Emerson Point and the Engineers shall prepare and provide full, complete plans and specifications and construction bid documents for the Interchange in accordance with the Interchange Plans and all applicable requirements and standards of the Authority. In connection with any disagreement regarding the plans, specifications or construction bid documents, the Authority shall make the final decision based upon its then current practices and

procedures, which decision shall not be subject to revocation or appeal; provided, however, that the Authority shall not unreasonably withhold its approval of such plans, specifications, or construction bid documents.

Construction Approvals. All plans, specifications and C. construction bid and contract documents prepared and submitted with regard to the Interchange Plans shall be subject to final approval by the Authority (the "Construction Approvals"), which final approval shall not be unreasonably withheld by the Authority. The Authority shall approve the Interchange Plans so long as they comply with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and the Authority's design criteria. In reviewing such documents the Authority shall take into account whether they are consistent with the Interchange Plans and the Authority's then current practices, procedures and standards. Construction bid documents shall require payment and performance bonds, issued by sureties in amounts and form approved by the Authority and shall specifically name the Authority as a dual obligee. Emerson Point, the Engineers and the Authority shall consult and cooperate as reasonably necessary in all stages of preparation of such plans, specifications and construction bid documents so that the plans, specifications and bid documents: (i) are consistent with the Authority's requirements and standards, and (ii) may be approved without delay.

d. <u>Review Costs</u>. Any fees and costs payable to consultants or other professionals retained by the Authority ("Authority Consultants") incurred by the Authority in connection with the review and approval of the Interchange Plans,

specifications, construction documents and permit applications shall be paid by Emerson Point.

e. <u>Permits</u>. Emerson Point and its Engineers, with the written concurrence of the Authority, shall prepare the permit application and provide the Permit Fee for all local, state and federal permits required for construction of the Interchange. The Authority will be named as the applicant in each of the permit applications and submit the application. The Authority shall have the right to reasonably condition or limit its Construction Approvals if the permits and governmental approvals have requirements which affect in any adverse manner (as reasonably determined by the Authority), other parts of the Central Florida Expressway System. The Authority shall promptly review the permits and approve or disapprove the permits as part of the Construction Approvals.

f. <u>Inspection Services</u>. Emerson Point shall select an engineering firm approved by the Authority, as an engineering/inspection consultant ("CEI") to provide construction, engineering and inspection services during the course of Interchange construction, the cost of which shall be paid directly by Emerson Point. Emerson Point shall, subject to the approval of the Authority, define the scope of services to be included in CEI's contract, which contract shall name the Authority as a third party beneficiary of the CEI's services. The scope of services to be performed by the CEI shall include, but not necessarily be limited to, construction, engineering or inspection services related to those portions of the Interchange Plans approved by the Authority (i.e., any and all work performed within the Authority's Right-of-Way). The scope of services shall also require that the CEI

confirm that any retention ponds that serve the Interchange meet the Authority's requirements. Any change to the design of such ponds shall require Authority approval, such approval not to be unreasonably withheld. Decisions of the CEI which are required to insure that the construction of the Interchange is in accordance with the approved Interchange Plans and Authority design and construction standards (e.g., to conform such construction of the Interchange with the approved Interchange Plans, to take into account unforeseen conditions, changes necessary for public safety, etc.) shall be binding upon the Contractor and Emerson Point, and any CEI requested modification in connection therewith shall be implemented as a change order. Any cost associated with such CEI directed change orders shall be paid solely by Emerson Point.

g. <u>Interference with Authority Operations</u>. If the construction of the Interchange interferes with the Authority's operations, the Authority Director of Construction, or his or her designee, shall decide difficulties and disputes involving construction, maintenance of traffic and maintenance within the Authority's right of way that may occur in connection with or by reason of this Agreement, and the decisions upon all such difficulties and disputes shall be final and conclusive upon the parties hereto.

### <u>CONSTRUCTION OF THE INTERCHANGE; PAYMENT OF COSTS.</u>

a. <u>General</u>. Emerson Point shall cause the Interchange to be constructed in accordance with this Agreement. Emerson Point agrees to pay, as hereinafter set forth, the Costs in connection with design, permitting and construction of the Interchange. Neither the formation of such a Funding Agency nor

the assignment of any of Emerson Point's obligations hereunder, however, shall operate to relieve Emerson Point of its obligations under this Agreement, including, but not limited to, Emerson Point's obligation to provide payment and performance bonds or other acceptable security to the Authority to assure completion of the Interchange. "Costs" shall be defined as the aggregate of the cost of Interchange facilities and materials depicted or described in the Interchange Plans, specifications, and permits; payment and performance bond premiums (if any); tests; surveys; title insurance; engineering fees; architectural fees, if any; expenses for plans, utility relocation and specifications; Emerson Point's construction management, administrative and legal expenses, and such other expenses as may be necessary or incidental to the design, permitting and construction of the Interchange. Emerson Point shall also pay any Costs arising from change orders and supplemental agreements requested by Emerson Point or required by CEI directive which are necessary to conform the construction of the Interchange to the approved Interchange Plans or permits or which are required for public safety reasons. Other changes solely for the benefit of the Authority shall be paid by the Authority.

- b. Construction Bids and Award of Contract.
  - Promptly upon completion of all plans, specifications, and construction bid documents and approval thereof by the Authority, Emerson Point shall solicit bids to construct the Interchange. Only contractors certified by the FDOT for drainage, paving, and structures shall be

allowed to bid on the Interchange construction. Upon receipt of bids and prior to award of the construction contract, Emerson Point shall advise the Authority in writing of the lowest acceptable bid received for the construction portion of the Costs of the Interchange, together with an estimated amount of other Costs attributable to the Interchange (it being agreed that Emerson Point may elect to accept a bid other than the lowest bid). To the sum of the construction portion of the Costs and the estimated amount of other Costs attributable to the Interchange shall be added a ten percent (10%) contingency. The aggregate of the aforesaid bid, estimate of the other Costs and contingency shall be the Total Construction Costs. The contract to be executed by Emerson Point and the selected contractor shall allow the Authority to assume the benefit of the construction contract if Emerson Point defaults thereunder or under this Agreement. The foregoing notwithstanding, Emerson Point may, in lieu of soliciting bids to construct the Interchange, elect to enter into negotiations with one or more FDOT certified contractors in order to enter into a Construction Manager at Risk with a Guaranteed Maximum Price

contract arrangement. In addition, Emerson Point shall have the right to elect to terminate such negotiations and thereafter solicit bids to construct the Interchange. Emerson Point hereby appoints EMERSON MMI-INT, LLC, an affiliated entity, to be the construction manager ('Construction Manager"), and the Construction Manager is hereby approved by the Authority together with fees not to exceed 5% of the Total Construction Costs.

The foregoing notwithstanding, Emerson Point may, in lieu of soliciting bids to construct the Interchange, elect to enter into negotiations with the Engineers, Construction Manager or one or more FDOT certified contractors (or combination thereof) for a design build contract arrangement. In addition, Emerson Point shall have the right to elect to terminate such negotiations and thereafter solicit bids to construct the Interchange.

In the event the construction manager at risk or design build method of delivery is chosen, the parties agree and understand that no construction may commence on any section of the project without final design approval by the Authority.

ii. After receipt of bids (or in the alternative, (i) after

negotiation of an acceptable Construction Manager at Risk with a Guaranteed Maximum Price arrangement or (ii) a design build project with the Engineers, Construction Manager Contractor (or combination thereof)), Emerson Point may elect to proceed with or refrain from construction of the Interchange described herein. If Emerson Point elects to proceed with construction of the Interchange, it shall do so by delivery to the Authority of the Financial Guarantee. The Financial Guarantee may be in the form of a payment and performance bond or other form of security (such as but not limited to the depositing of funds into an escrow arrangement acceptable to the Authority) acceptable to the Authority. Emerson Point shall have the right to, from time to time, reduce the amount of the Financial Guarantee by the amount of payments Emerson Point makes under the construction contract for the Interchange. Any defense or objection by Emerson Point to disbursement under the Financial Guarantee shall be by separate action, and no claim or demand shall be permitted which might abate the obligation of the issuer of the Financial Guarantee to disburse funds. The purpose of the Financial Guarantee is to assure that

if Emerson Point does not fully complete the Interchange construction, adequate funds will be available to pay all lienors and vendors and either complete construction of the Interchange or restore the Interchange area to its former condition. Emerson Point shall cause the Financial Guarantee to remain in full force and effect until the Interchange construction has been completed, accepted by the Authority, and all Costs associated therewith have been paid. Thirty (30) days prior to the expiry date (if any) of the Financial Guarantee, Emerson Point shall cause the Financial Guarantee to be renewed, failing which the Authority may draw the full amount thereof.

iii. Emerson Point may also elect (in its sole and absolute discretion) to reject any and all bids, to not enter into a contract with a Construction Manager at Risk, to waive any and all informalities not involving Costs, time or changes in the design of the Interchange, or to negotiate contract terms with the successful bidder and proceed with construction by complying with the requirements above-described and delivering to the Authority the required Financial Guarantee. If Emerson Point elects to reject all bids, Emerson Point may solicit new bids based

either on the same design of the Interchange or upon a redesign of the Interchange approved by the Authority and prepared at the expense of Emerson Point. The Authority shall review the redesign and, if the redesign is in accordance with the Authority's policies, practices and standards, shall approve the redesign prior to Emerson Point's soliciting new bids based upon the redesign, which approval shall not be unreasonably withheld. Upon receipt of the new bids, Emerson Point may again elect to reject any and all bids, to not enter into a contract with a Construction Manager at Risk, to waive any and all informalities not involving Costs, time or changes in the design of the Interchange, or to negotiate contract terms with the successful bidder and proceed with construction by complying with the requirements above-described and delivering to the Authority the required Financial Guarantee.

If prior to the start of construction of the Interchange
 Emerson Point refuses or fails for whatever reason to
 deliver to the Authority the Financial Guarantee as
 described above or to notify the Authority it has rejected
 all bids or has not concluded negotiations with such
 Construction Manager at Risk, the Authority may, at its

sole option, terminate this Agreement by written notice to Emerson Point, except that Emerson Point's obligation to reimburse the Authority for expenses incurred hereunder shall survive the termination.

#### c. Payment of Costs.

i. So long as the Financial Guarantee has been established and remains in place, Emerson Point shall directly fund the Costs attributable to the Interchange. If Emerson Point disputes the accuracy of an invoice it receives for Costs attributable to the Interchange, the invoice payment date shall be tolled until the dispute is resolved in accordance with the procedures specified in the agreement forming the basis for the disputed Costs. To the extent Emerson Point funds the Costs as they come due, the Authority shall not draw on the Financial Guarantee for payment. The Authority shall only draw upon the Financial Guarantee to the extent necessary to pay the Costs incurred by the Authority and not funded by Emerson Point. Any proceeds the Authority receives from drawing upon the Financial Guarantee shall be deposited in a separate interest-bearing account of the Authority. The Authority shall thereafter use such funds for the purposes herein provided. Upon the Authority's

acceptance of the Interchange following completion and payment of all Costs for the interchange (or restoration if the Authority elects not to complete the Interchange), any sums remaining in such account shall forthwith be refunded to Emerson Point, together with any interest accrued thereon.

- If in connection with the construction of the Interchange a lien is filed against the lands or right-of-way of the Authority, within thirty (30) days thereafter Emerson Point shall cause the lien to be removed (by discharge, transfer to security or otherwise). If the lien is not removed within such thirty (30) day period, the Authority may draw upon the Financial Guarantee and satisfy the lien.
- iii. Except in a circumstance where Emerson Point has been declared in default hereunder after expiration of any applicable notice and cure period and pursuant to the terms hereof is precluded by the Authority from continuing construction of the Interchange, if Emerson Point fails to fund Costs as they become due and such failure continues for a period of thirty (30) days after notice thereof by the Authority, the Authority will be permitted to access the Financial Guarantee to the

extent necessary to cover the outstanding invoice and any other Costs incurred by the Authority in connection therewith. In a circumstance where a Emerson Point default results in the Authority's decision to preclude further interchange construction by Emerson Point, the Authority will be entitled to draw upon the entire Financial Guarantee and shall thereafter use the funds obtained from the Financial Guarantee to either restore the Interchange to its original condition, or complete the Interchange in accordance with the Interchange Plans, specifications, contract documents and permits. Drawing upon the Financial Guarantee shall not relieve Emerson Point of its liabilities hereunder, or the obligation to pay the Total Construction Costs to the extent that the funds obtained from the Financial Guarantee are insufficient to satisfy this obligation.

d. <u>Supplemental Agreements</u>. Emerson Point shall pay all Costs arising from supplemental agreements with respect to the Interchange.

e. <u>Completion of Interchange</u>. The Interchange shall not be open and available for public use until substantial completion of construction and final inspection and acceptance by the Authority, as evidenced in writing by the Authority. Concurrent with such acceptance, Emerson Point shall assign to the Authority all contractor representations and warranties associated with the

Interchange construction.

f. <u>Construction Practices</u>. The Interchange shall be constructed in a manner so as to minimize interference with Marden Road Interchange traffic flow, and Emerson Point (and its contractor) shall adhere to all CEI or Authority directives to achieve that result.

#### 4. REIMBURSEMENT TO AUTHORITY OF ADMINISTRATIVE,

ENGINEERING AND LEGAL COSTS. Emerson Point shall reimburse the Authority for Authority Consultant expenses incurred by the Authority in connection with the Interchange. Simultaneously with the execution of this Agreement, the Authority has given to Emerson Point an estimate of costs (the "Budget") to be incurred by the Authority between execution of this Agreement, the issuance of the notice to proceed with construction and thereafter to Interchange completion. If Emerson Point elects not to proceed with the construction of the Interchange, the actual costs incurred by the Authority shall nevertheless remain payable to the Authority. If Emerson Point elects to proceed, expenses incurred by the Authority through its consultants related hereto shall be paid by Emerson Point so long as such expenses do not exceed, in the aggregate, the amount of the Budget by more than ten percent (10%). The Authority shall submit invoices to Emerson Point upon design approval and then monthly during the construction period. If Emerson Point disputes any of the invoiced sums, Emerson Point shall notify the Authority in writing before the date payment would ordinarily be due, setting forth the nature of the dispute and the amount disputed. However, all disputed amounts shall nevertheless be promptly paid by Emerson Point notwithstanding the dispute so

long as the amounts set forth on such invoices do not exceed the Budget, prorated to take into account the stage of construction to date, by more than ten percent (10%). Emerson Point may withhold payment of any disputed amount that exceeds such prorated Budget amount, plus ten percent (10%). Failure of Emerson Point to pay any invoiced amounts that do not exceed such prorated Budget amount plus ten percent (10%) within thirty (30) days of receipt of notice of such default shall be a material breach of this Agreement. The parties will negotiate in good faith to resolve any disputed amounts within thirty (30) days following the Authority's receipt of notice from Emerson Point regarding the items and amounts in dispute. If the parties cannot reach agreement on the disputed items or amounts within such thirty (30) day period, Emerson Point shall proceed with construction and defer further discussion relating to the disputed items or amounts until completion of the Interchange. Upon completion of the Interchange, the parties agree to mediate all disputed items and amounts and shall agree in writing as to the identity of the mediator and the rules and procedures of the mediation. The costs and fees reasonably related to any mediation occurring hereunder shall be shared equally by Emerson Point and the Authority. Each party shall bear its own attorneys' fees and costs. If the parties cannot reach agreement about or through mediation, Emerson Point and the Authority shall resolve their differences by binding arbitration in accordance with the provisions of Section 17 of this Agreement.

5. <u>PAYMENT OF OPERATION AND MAINTENANCE OF INTERCHANGE</u>. Except as set forth in Section 6.d and Section 8 below, or as otherwise herein provided after construction completion and acceptance by the Authority, the Authority shall be responsible for expenses of operation, maintenance and repair of the Interchange, including but not limited to the cost of utility services such as electrical power provided for the lights within the Expressway Authority limited access right of way.

6. <u>RIGHTS-OF-WAY</u>. Emerson Point shall acquire (at its expense) and shall donate at no cost to the Authority in fee simple, free and clear of all encumbrances (other than easements and other matters of record reasonably approved by the Authority), all rights-of-way deemed necessary by the Authority for the Interchange which are not currently owned by the Authority. In addition, Emerson Point shall grant the Authority a drainage easement for the ditches and ponds as necessary to accommodate the stormwater needs of the Interchange. Pursuant to such easements Emerson Point, a Funding Agency, or the City of Apopka shall be obligated to maintain the ditches and drainage ponds.

a. <u>Conveyance of Right-of-Way</u>. Prior to commencement of construction of the Interchange, Emerson Point shall deliver to the Authority the following documents in connection with the right-of-way owned by Emerson Point necessary for the Interchange:

 A special warranty deed or deeds conveying in fee simple the right-of-way to the Authority for the Interchange free and clear of all liens and encumbrances (subject only to easements and other matters of record reasonably approved by the Authority). To ensure there is no interference with the safe

operation of the Interchange, the Authority reserves the current and future right, after providing prior written notice to Emerson Point of its intended action, to trim or remove at Emerson Point's cost any landscaping, planting or irrigation within the right of way for the Interchange or, if landscaping or plantings on Emerson Point's adjacent property is creating a line of sight problem at the intersection of the Interchange entrance or exit ramps and Marden Road, within such adjacent property, if Emerson Point has not taken the required corrective action within thirty (30) days following receipt of notice from the Authority of the need to take such required corrective action.

- An owner's title insurance policy for the fair market
   value of the Right of Way issued by a title insurance
   company approved by the Authority (with no
   exceptions other than those approved by the Authority)
   covering the right-of-way and easements being
   conveyed to the Authority.
- iii. Partial releases with respect to any mortgage or mortgages encumbering such right-of-way and easements.
- v. Off-site drainage easements, if necessary to

#### accommodate Interchange drainage.

Upon receipt of such documents, the Authority shall record (at its expense) the deeds, licenses and partial releases in the Public Records of Orange County, Florida.

b. <u>Drainage Ponds</u>. In addition to the dedication of the right-ofway for the Interchange Emerson Point shall, prior to commencement of construction, provide the Authority with appropriate drainage easements to the stormwater retention/detention ponds shown on the Interchange Plans as being necessary to accommodate drainage requirements for the Interchange. All fencing or other barriers around the stormwater facilities and ponds and adjacent to the limited access portions of the expressway shall be consistent with the Interchange Plans, and laws applicable at the time of installation

d. <u>Indemnification</u>. Emerson Point shall indemnify, hold harmless and defend the Authority from and against all claims, damages, losses, actions and causes of action or expenses arising out of or resulting from: (i) this Agreement and the activities provided for herein or (ii) due to or arising from any negligent act or omission of Emerson Point, its successors, assigns, their agents or employees and not arising primarily from any negligent act or omission of the Authority. The mutual benefit of this Agreement is the specific consideration for this indemnity. This indemnity shall continue in effect (at all times) until four (4) years following the date on which the Interchange is opened for public use.

9. <u>SIGNAGE</u>. No billboards shall be allowed within the right of way of the

Interchange. No non-Authority signage shall be allowed.

10. <u>UTILITIES</u>. The Interchange Plans incorporate the utility lines which will traverse the Interchange area, including fiber optic cable lines and electricity. Lighting of the Interchange and the approach areas to the Interchange shall be provided in accordance with the Interchange Plans.

11. SUCCESSORS AND ASSIGNS. At Emerson Point's election, this Agreement may be assigned by Emerson Point to a duly formed Funding Agency or City of Apopka. Upon the Authority's receipt of written notice that the Agreement has been assigned to a Funding Agency or City of Apopka and the Funding Agency (or City of Apopka) has accepted the assignment, all of Emerson Point's obligations under this Agreement shall also be the obligations of the Funding Agency or City of Apopka and this Agreement shall be deemed to be an Interlocal Agreement between the Authority and the Funding Agency or City of Apopka. However, such an assignment shall not relieve Emerson Point of its obligations hereunder, and thereafter Emerson Point shall be jointly and severally liable hereunder. At all times prior to the date on which this Agreement is assigned to a duly formed Funding Agency or City of Apopka, the parties intend that the obligations of Emerson Point under this Agreement shall be binding on any persons or entity that succeeds Emerson Point as a primary developer of the Project, but (except for the assessments herein described) shall not act as an encumbrance on the Project to the extent portions are sold to persons or entities for residential, office, hotel, commercial, industrial and other above-ground construction and immediate uses distinct from site preparation or land development. Therefore, if all or any

substantial portion of the Project then owned by Emerson Point is transferred prior to meeting the obligations set forth in this Agreement, and if such transferee becomes the developer for the Project and not an end user, such transferee shall be bound by the terms hereof as if the transferee was an original party hereto. To that extent this Agreement shall be deemed to run with title to the Project, and this Agreement shall accordingly be recorded in the Public Records of Orange County, Florida by Emerson Point upon execution with a recorded copy furnished to the Authority prior to issuance of the Notice to Proceed.

#### 12. TERMINATION OF AGREEMENT.

a. <u>Automatic Termination</u>. This Agreement shall terminate without any further action by the parties if Emerson Point refuses or fails to deliver the Financial Guarantee prior to the commencement of construction, or if construction has not commenced within two (2) years after the Effective Date unless extended in writing by the parties hereto. b. <u>Termination by the Authority</u>. The Authority may terminate this Agreement if Emerson Point defaults in the performance of any material obligation in this Agreement, and such default is not cured (or curative action has not commenced and is not being diligently pursued) within thirty (30) days following receipt of written notice thereof. For purposes of the foregoing sentence, any action or inaction by Emerson Point that results in the Authority drawing on the Financial Guarantee for payment shall also be deemed a default by Emerson Point. If the Authority draws on the Financial Guarantee, this Agreement shall not terminate and the default shall be addressed in accordance with the provisions of Section 17 of this Agreement.

c. <u>Termination after Construction Commencement</u>. If this Agreement is terminated by the Authority after commencement of construction because of a material default by Emerson Point, the Authority may elect to have removed whatever portion of the Interchange has been constructed as of the date of termination. In such circumstances, Emerson Point shall remove all improvements constructed pursuant to this Agreement, together with any other items necessary and incidental to removal of the Interchange. Such removal shall be at Emerson Point's expense (secured by the Financial Guarantee or other security acceptable to the Authority), and Emerson Point's obligation to pay the cost of such removal shall survive termination. In any event, upon termination for material default by Emerson Point, the Authority shall have no obligation whatsoever to complete construction and open the Interchange to public vehicular traffic.

d. <u>Termination by Emerson Point</u>. Emerson Point may terminate this Agreement if the Authority defaults in the performance of any material obligation in the Agreement, and such default is not cured (or if curative action has not commenced and is not being diligently pursued) within thirty (30) days following receipt of written notice thereof. Any default by the Authority shall be addressed in accordance with the provisions of Section 17 of this Agreement.

e. <u>Reconveyance upon Termination</u>. In the event that this Agreement is terminated in accordance with the provisions of this Section 12 after Emerson Point ( or a Funding Agency or CCD's) has conveyed to the Authority the right of way for the Interchange and has granted to the Authority any off-site drainage easements, and the Authority does not elect to move forward with

construction within six (6) months after this Agreement is so terminated, then the Authority shall reconvey to Emerson Point (or the Funding Agency or City of Apopka) the right of way for the Interchange, and shall terminate or release such easements. Title shall be reconveyed subject to only those matters to which title was subject as of the date of conveyance by Emerson Point (or Funding Agency or City of Apopka) to the Authority as evidenced by a title insurance commitment. All costs of such reconveyance, including without limitation documentary stamps, if any, required to be affixed to the deed of conveyance, title searches and title insurance premiums, shall be paid by the party whose default hereunder resulted in the other party electing to terminate this Agreement.

13. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. In performing pursuant to this Agreement, each party shall abide by the statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party, including but not limited to those now in effect and hereafter adopted.

14. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended except by an instrument in writing executed by the parties to be bound thereby.

15. <u>NOTICES</u>. Any notices required to be given hereunder shall be deemed given to the proper parties if sent to the following:

Authority:

Executive Director Central Florida Expressway Authority 4974 Orlando Tower Road Orlando, Florida 32807

With a copy to:	General Counsel Central Florida Expressway Authority 4974 Orlando Tower Road Orlando, Florida 32807
Emerson Point:	Emerson Point c/o MMI Development, Inc. Attention: Mike Wright 1350 Orange Avenue, Suite 250, Winter Park, Florida 32789
With a copy to:	Ted B. Edwards, Esquire Law Office of Ted B. Edwards, P.A. 1350 Orange Ave, Suite 260 Winter Park, Florida 32789

Each such notice shall be deemed delivered on the date delivered if by personal delivery, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed, or date of delivery by overnight delivery service as evidenced by service receipt. Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices.

16. <u>ENFORCEMENT</u>. The parties each agree that this Agreement is lawfully entered into and is legal, valid and binding against both of them in accordance with its terms.

17. <u>APPLICABLE LAW/VENUE/REMEDIES</u>. This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in Orange County, Florida. If there is a dispute arising out of or related to this Agreement or the enforcement thereof, or regarding the subject matter of this Agreement, the Authority and Emerson Point agree to submit such dispute to binding arbitration conducted by and in accordance with the rules of the American Arbitration Association. The arbitrators shall be entitled to grant such remedies as are provided by law or in equity. Provided, however, arbitration shall not be applicable in connection with the resolution of any issues pertaining to the statutory authority, mandate or interpretation of Authority powers as set forth in Chapter 348, Florida Statutes, and disputes regarding invoices from the Authority shall be processed as provided in Section 4 above. The costs and fees reasonably related to any arbitration occurring hereunder shall be shared equally by Emerson Point and the Authority. Each party shall bear its own attorneys fees and costs.

18. <u>NON-WAIVER AND CONFLICTS</u>. No consent or waiver, express or implied by either party, to or of any breach or default of the other with regard to the performance of said party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver to any other breach or default of such party. Failure by a party to complain of any act or failure to act on the part of the other party, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement.

19. <u>SEVERABILITY</u>. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

20. <u>EFFECTIVE DATE</u>. This Agreement shall be and become effective on

the date it is signed by the last to sign of Emerson Point and the Authority as set forth below.

21. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

22. <u>TIME OF THE ESSENCE</u>. Time and timely performance hereunder are of the essence in this Agreement.

23. <u>FORCE MAJUERE</u>. In the event that either party hereto shall be unable to fulfill any of its obligations hereunder or is delayed in doing so by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of such party, then for the period and to the extent that a party is unable to fulfill in whole or in part its obligations hereunder, such non-performing party shall be released from its obligations hereunder until the cessation of such disability.

Signatures of the parties are on the following pages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the dates set forth below.

Witnesses:

Pri ame: Print Name: Da 0 0.0

**Print Name:** Pri It Name: Print Name: Danie

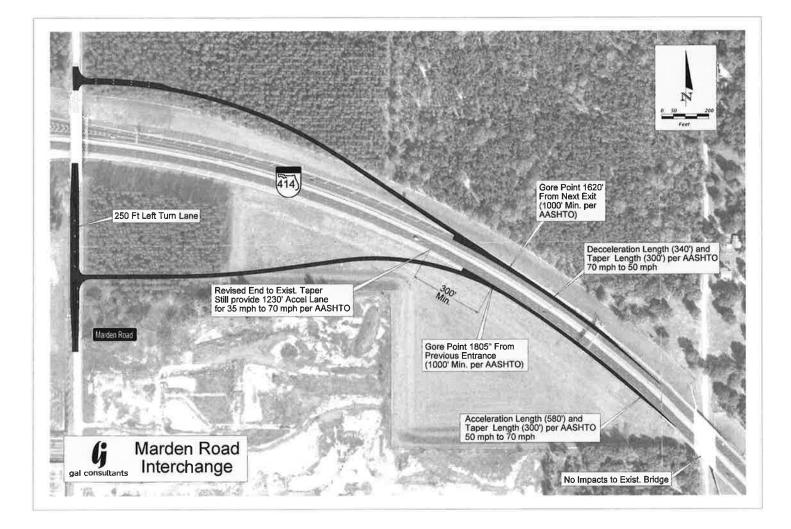
EMERSON POINT ASSOC., LLLP, By: Wright, General Partner Michael 5 Date: Emerson Ppint Phase II LC. By Michael E. Wright, Manager Date: By Marv Demetree, Manager Date:

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Print Name:	By, Chairman
Print Name:	Date:
	Approved as to Form and Legality
	Ву:
	Name:

EXHIBIT "A"

S)



### EXHIBIT "B"

4829-7709-0080, v. 4

# F. 6. COST SAVINGS REGARDING LEGAL SERVICES FOR RIGHT OF WAY ACQUISITION

# **MEMORANDUM**

TO:	Central Florida Expressway Authority Board
	Laura Kelley, Executive Director

FROM:	P
DATE.	

Joseph L. Passiatore, General Counsel

**DATE:** October 1, 2015

SUBJECT: Cost Saving Analysis for Right of Way Legal Services

The attached August 28, 2015 memo from right of way counsel, Shutts & Bowen LLP, sets forth a request and justification for additional funding of \$6.5M in order to complete the firm's condemnation work on the Wekiva Parkway.

This memo was presented to the Right of Way Committee on September 23<sup>rd</sup> and the Committee unanimously passed a motion to recommend a one year contract renewal and additional funding of six million dollars (\$6,000,000.00).

The amount of the funding request combined with the fact that right of way counsel ultimately reports to the Board, warrants a discussion by the Board relative to the future use of outside counsel for the acquisition of right of way for CFX projects.

#### **CONTRACT STATUS**

In addition to the Shutts & Bowen contract, there are other expiring legal services contracts and additional funding decisions which need to be made by the Board.

In particular, the following events have or are about to occur:

 As noted above, the funding for the contract with Shutts & Bowen LLP has been depleted. This firm is handling Sections 203, 204, 205 and 206 of the Wekiva project as well as the closings with Farmland Reserve, Suburban Land Reserve and All Aboard Florida for S.R. 528 right of way. The current contract amount is \$5,035,000.

As of July 13, 2015 the amount of expert's fees and costs incurred and booked against the contract was \$2,222,830.30. The total legal fees and costs incurred by Shutts & Bowen is \$2,714,988.90. Together these amounts total \$4,937,819.20 and left a balance of only \$97,180.80 in relation to the not-to-exceed contract amount.

Cost Saving Analysis for Right of Way Legal Service Memo October 1, 2015 Page 2

- 2) The current third one year renewal of the Winderweedle, Haines, Ward & Woodman, P.A. ("WHWW") contract will expire on October 30, 2015. This firm was originally retained in August 2007 and is primarily handling 29 parcels in Sections 201, 202 and 204 of the Wekiva Parkway project, the Mattamy easement transfer to All Aboard Florida ("AAF") and surplus property transactions. There is currently \$342,627.99 remaining in contract balance.
- 3) The funding for the contract with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. ("LDDKR") has been depleted. This firm is handling the four Project Orlando parcels at the Kelly Park interchange and vicinity. These parcels have been acquired by order of taking, but are set for one week valuation trial in late March 2016. The CFX appraisals total \$12,234,500 and the owner's appraisals will be furnished on October 15<sup>th</sup>. The property owner has already filed and lost one appeal over the taking of parcel 267. The total contract amount is \$450,000, but the current balance is only \$5,578.38.
- 4) Mateer & Harbert was hired to acquire the Carlsbad, Bal Bay and Neo parcels on S.R. 528 and the firm has successfully obtained purchase agreements on all three parcels. Closings with the owners and All Aboard Florida are currently being scheduled. The original contract amount was \$930,500.00, and as of August 31st there was a remaining balance of roughly \$850,000.

As our office has previously informed the Board, among the reasons these contracts need additional funding are the accelerated time frame of the TIFIA loan, the fact that the firms contract directly with the experts to preserve work product privilege, the unanticipated heavy workload generated by the multi-modal corridor and, at least in some Wekiva cases, overly litigious counsel for property owners.

As part of our office's effort to limit costs, we previously reassigned eight Wekiva Parkway Project parcels from the private firms and kept the S.R. 417/528 interchange parcel for in-house handling.

#### **COST ANALYSIS**

The question has been raised as to whether this work could be performed more efficiently and at a lower cost using in-house attorneys. For the most part, the current standard rate is \$250 an hour for partners and \$200 for associates. Obviously government lawyers are paid less on an hourly basis, but burden must be added to their hourly rate.

If the Board were inclined to absorb this function in-house in order to lessen reliance on outside counsel, I would recommend additional in house staffing of two senior attorneys

Cost Saving Analysis for Right of Way Legal Service Memo October 1, 2015 Page 3

with litigation experience, one paralegal and one legal secretary. Staffing at a lesser level is an option, but it would be inadequate to absorb the lion's share of the 100 parcels currently in litigation. (67 for **Shutts**, 29 for **WHWW** and 4 for **LDDKR**.)

The market rate for senior government condemnation litigators is approximately \$95,000-\$140,000 commensurate with qualifications and experience. An experienced paralegal would be \$45,000 - \$60,000. A legal secretary would require another \$35,000 - \$45,000. Assuming the high end of these salaries, the total would be \$385,000. Further assuming a burden rate of 40%, the annual total is \$539,000.00.

Thus, based upon the assumption that the Wekiva parcels can be resolved in 3 years, the total in-house cost excluding expert fees and costs, is approximately \$1.6M over the three year period.

Evaluating this cost solely against the \$6M request, and again using the 3 year horizon, the cost of outside counsel, excluding expert fees at roughly 30%, totals \$1.4M per year or \$4.2M over the three year period.

Another basis of comparison would be to calculate a private attorney billing at a \$250 hourly rate multiplied times 2000 hours which equals \$500,000 per year. The same government attorney earning \$140,000 per year with burden of 40% would cost CFX \$196,000.00.

#### LOGISTICAL AND QUALITATIVE ANALYSIS

At this point, it must be noted that even with this additional staffing there would still be a need albeit reduced, for outside counsel involvement during a transition period. There are 18 trials with significant ranges in dollar value currently set for 2015 and 2016 including the Project Orlando cases. Changing trial counsel mid-stream most likely is not in CFX's best interests and the trial courts are not likely to grant continuances.

Moreover, even an expedited recruiting and hiring process would last through the end of November 2015 with the earliest start date being in January of next year. Office and equipment accommodations for the new personnel would need to be prioritized.

Lastly, in making an organizational change of this magnitude, the question arises as to CFX's need for future right of way acquisition services. Currently CFX is experiencing a heavy acquisition workload due to both the Wekiva Parkway and the S.R. 528 multi modal corridor.

The question is whether in 2-3 years the demand will be constant to justify the expanded in house legal staff. Discussion with the Engineering and Finance Departments concerning the need for right of way on projects in the Five Year Plan indicates that the S.R. 408 eastern extension will be the next project to generate significant right of way Cost Saving Analysis for Right of Way Legal Service Memo October 1, 2015 Page 4

acquisition. Assuming a 2-3 year time frame for development and approval of the PD&E would mean that there would be additional work at about the time the Wekiva Parkway parcels are finally completed.

#### **OPTIONS**

Ultimately how these legal services should be delivered is a quintessential policy decision for the Board and there are many different options available to it including the following:

- 1) Continue on with the status quo arrangement of utilizing the private firms with the existing in-house staff taking cases as workload allows;
- 2) Begin the full-fledged transition to an in-house acquisition and condemnation section in the legal department authorizing the General Counsel to immediately commence the hiring process for the four new positions as outlined above with the Finance and HR Departments making the necessary budget and manning table adjustments;
- 3) Authorize a phased transition by hiring just one condemnation lawyer and one paralegal to begin the process of reassigning cases in-house while still utilizing outside counsel on a more limited basis and revisiting the issue in February before the **Shutts'** contract expires.

#### **REQUESTED ACTIONS**

Whichever option the Board chooses, there is an immediate need to do the following:

- Approve Supplemental Amendment No. 3 listed as Item 19 on the consent agenda to provide \$2M additional funding to the **Shutts'** contract for the duration of the current term until February 27, 2016;
- Authorize extension of the WHWW contract currently set to expire on November 1, 2015 for a period of four months until February 27, 2016 with no additional funding added to the contract;
- 3) Authorize the preparation of Supplemental Amendment No. 4 to the LDDKR contract to be brought to the Right of Way Committee on October 28<sup>th</sup> and the Board on November 12<sup>th</sup> providing legal and expert cost funding sufficient to complete the Project Orlando parcels trial next year.

Chairman Cadwell will lead the discussion on this item and our office will be available to answer questions at the October 8<sup>th</sup> Board meeting.



# MEMORANDUM

TO:	Laura Kelley, Executive Director Joseph L. Passiatore, General Counsel	CLIENT-MATTER NO.:	19125
FROM:	Kenneth W. Wright, Esq. David A. Shontz, Esq.		
DATE:	August 28, 2015		
RE:	Request for Supplemental Agreement No. 2 to Shutts & Bowen LLP		
	General Right-of-Way Counsel Services	- Contract No. 000930	

As you are aware, on February 27, 2013, CFX (in its former structure as OOCEA) entered into a contract with Shutts & Bowen LLP for General Right-of-Way Counsel Services for a three-year period for a not-to-exceed amount of \$2,535,000 based on the hourly rates attached to the price proposal, with the possibility of two one-year renewals.

On or about November 19, 2014, CFX entered into supplemental agreement no. 1 with Shutts & Bowen increasing the not-to-exceed amount of the contract by \$2,500,000, to a total of \$5,035,000. As part of supplemental agreement no. 1, Shutts & Bowen voluntarily agreed to lower its hourly rates from those previously agreed to under the original price proposal.

Please keep in mind that included in the not-to-exceed amount are the all of the fees and costs of experts retained by Shutts & Bowen, on behalf of the CFX, directly related to the right-of-way acquisitions for the Wekiva Parkway parcels.

Additionally, the Shutts & Bowen invoices to date have also included nearly \$580,000 in fees and costs arising out legal services requested by CFX on the All Aboard Florida matter and the Innovation Way/Beachline Interchange project, neither of which was anticipated to be included in the General Right-of-Way Counsel Services at the time of the initial contract.

Below is a summary of the work completed and significant accomplishments since February 27, 2013:

• 89 parcels handled by Shutts & Bowen for Wekiva Parkway (429-203, 204, 205 and 206), consisting of 648 property interests as follows:

- o 423-203: 261 property interests acquired
- o 429-204: 142 property interests acquired
- o 429-205: 55 property interests acquired/set for OT to be acquired
- 429-206 190 property interests acquired/set for OT to be acquired
- 24 suits filed in Orange and Lake Counties, which also consists of the 67 separate Parcels currently in litigation as follows:
  - 11 parcels are currently set for trial through the end of 2016
  - 56 parcels are being litigated, but not yet set for trial
- Approximately 440 expert reports completed for the 89 parcels (first offer appraisal report, order of taking appraisal, date of value appraisal, engineering reports, land planning reports, business damage reports, etc.):
  - All expert reports are complete except approximately 20 updated appraisal reports through the date of value. Most, if not all expert fees going forward will be for litigation support and trial testimony.

Please find set forth below an outline of the typical work necessary post-order of taking through a jury trial conclusion, including post judgment work and expert fees for litigation support:

- I. **Discovery** (written discovery, depositions of fact witnesses and experts, rebuttal, review of documents after production)
- II. Motions (dispositive and non-dispositive, attend hearings, etc.)
- III. Mediation (Prepare for and attend)
- III. **Pre-Trial Conference** (Witness and exhibit lists, motions in limine)
- IV. Trial Preparation

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- V. **Trial Attendance** (5-7 day trials, after hour witness and client conferences, research, jury instructions, trial order compliance)
- VI. **Experts** (Preparation, reports)
- VII. **Post Trial/Judgment** (Motions to tax fees and costs, apportionment hearings, etc.)

Over the next 60 days, we will be completing the remaining Order of Takings for the final parcels in 205 and 206 which will result in additional fees and costs being incurred. Additionally, although taking a case through trial including expert's fees and post judgment work could be as much as \$300,000, it is likely that we will be successful in resolving many of the

remaining 67 parcels presently being litigated without the need for a trial (though 11 parcels are currently set for trial through the end of 2016). In providing you with the requested range of legal and expert fees and costs going forward, we would estimate the minimum incurred for the remaining 67 parcels to be \$5,000,000; however, in the unlikely event that all of the cases in connection with the 67 parcels were to go to trial, these fees and costs could be as much as \$20,000,000.

As of July 13, 2015, the amount of legal fees and costs incurred by Shutts & Bowen is \$2,714,988.90. The amount of expert's fees and costs incurred and booked against the Shutts & Bowen contract for the same time period is \$2,222,830.30. Together they total \$4,937,819.20, leaving a balance of only \$97,180.80 in relation to the not-to-exceed contract amount.

Accordingly, Shutts & Bowen is requesting a supplemental agreement no. 2 to increase the not-to-exceed amount of the contract by another \$6,500,000.

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# F. 7. AMENDMENTS TO COMMITTEE CHARTERS

# AUDIT COMMITTEE

# A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS AUDIT COMMITTEE CHARTER TO ADD CITIZEN REPRESENTATIVE

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 <u>CFX</u> previously adopted a policy creating the Audit Committee and its Charter; and

WHEREAS, the governing Board wishes to <u>add a citizen representative to the</u> <u>Committee.</u> 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<u>1</u>. The first four paragraphs in the section entitled: "Organization" is hereby replaced amended as with the followsing:

The Audit Committee shall be composed of five-the following 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.
- 6. A citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointment shall be for two years commencing January 1, 2016 which term may be renewed. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. <u>County and City appointments may include</u> contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representative shall serve at the pleasure of the CFX Board. Committee members should have financial expertise in governmental general accounting principles 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 <u>Citizen Representative</u> Lake County Representative

The Audit Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section <u>32</u>. The revised Charter is adopted in its entirety as Exhibit "A".

Section 43. This Resolution shall become effective upon adoption.

ADOPTED this 11<sup>th</sup> day of <u>SeptemberOctober</u>, 201<u>5</u>.

Welton G. Cadwell Chairman

ATTEST: \_\_\_\_

Darleen Mazzillo Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore General Counsel

-Revised October 2015

#### 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 fivethe following 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.
- 5.6. A citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointment shall be for two years commencing January 1, 2016 which term may be renewed. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. <u>County and City appointments may include</u> contract personnel currently providing services to the appointing entity. Notwithstanding the

two year term, the citizen representative shall serve at the pleasure of the CFX Board. Committee members should have financial expertise in governmental general accounting principles 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 <u>Citizen Representative</u> 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.

A quorum at any meeting shall require the physical presence of at least four Committee members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least four members casting an affirmative vote) shall be necessary for any action taken by the Committee.

Whenever possible, tThe agenda will be prepared by the Internal Audit Director and approved 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

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- 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

# A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS FINANCE COMMITTEE CHARTER <u>TO ADD CITIZEN REPRESENTATIVE</u>

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 <u>CFX</u> previously adopted a policy creating the Finance Committee and its Charter; and

WHEREAS, the governing Board wishes to <u>add a citizen representative to the</u> <u>Committee.</u> 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 <u>21</u>. The first three paragraphs in the section entitled: "Organization" is hereby <u>amended</u> <u>as followsreplaced with the following</u>:

The Finance Committee shall be composed of five-the following 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.
- 6. A citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointment shall be for two years commencing January 1, 2016 which term may be renewed. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments.
- <del>5.</del>

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. <u>County and City appointments may include contract</u> personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representative shall serve at the pleasure of the CFX Board. 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 <u>Citizen Representative</u> Orange County Representative City of Orlando Representative

The Finance Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 32. The revised Charter is adopted in its entirety as Exhibit "A".

Section 43. This Resolution shall become effective upon adoption.

ADOPTED this-11<sup>th</sup> day of <u>SeptemberOctober</u>, 201<u>5</u>.

ATTEST:\_

Darleen Mazzillo Executive Assistant Welton G. Cadwell Chairman

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 the following 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.
- 6. A citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointment shall be for two years commencing January 1, 2016 which term may be renewed. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. <u>County and City appointments may include</u> <u>contract personnel currently providing services to the appointing entity.</u> Notwithstanding the <u>two year term</u>, the citizen representative shall serve at the pleasure of the CFX Board. 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 <u>Citizen Representative</u> 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.

A quorum at any meeting shall require the physical presence of at least four Committee members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least four members casting an affirmative vote) shall be necessary for any action taken by the Committee.

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**

# A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS OPERATIONS COMMITTEE CHARTER TO ADD CITIZEN REPRESENTATIVE

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 <u>CFX</u> 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, the governing Board wishes to add a citizen representative to the <u>Committee.at its workshop on August 14, 2014; the Board directed changes to Operations</u> <u>Committee membership and changes to the method of Committee Chair selection,</u>.

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 21. The section entitled: "Organization" is hereby replaced amended as with the followsing:

The Operations Committee shall be composed of <u>the following five</u> 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;

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- 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;
- 6. A citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointment shall be for two years commencing January 1, 2016 which term may be renewed.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. <u>County and City appointments may</u> include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representative shall serve at the pleasure of the CFX Board. 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 <u>Citizen Representative</u> 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 <u>32</u>. The revised Charter is adopted in its entirety as Exhibit "A".

Section 43. This Resolution shall become effective upon adoption.

ADOPTED this 11<sup>th</sup>-\_\_\_\_\_day of October September, 2015.

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 the following 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.
- 6. <u>A citizen representative appointed by the CFX governing Board after receiving</u> nominations submitted by the gubernatorial Board appointees. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments.

Committee member appointments may not be delegated. <u>County and City appointments</u> may include contract personnel currently providing services to the appointing entity. <u>Notwithstanding the two year term, the citizen representative shall serve at the pleasure of</u> <u>the CFX Board</u>. 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 <u>Citizen Representative</u> 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.

A quorum at any meeting shall require the physical presence of at least four Committee members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least four members casting an affirmative vote) shall be necessary for any action taken by the Committee.

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**

# A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS RIGHT OF WAY COMMITTEE CHARTER TO ADD CITIZEN REPRESENTATIVE

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 <u>CFX</u> 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 <u>add a citizen representative to the</u> <u>Committee.</u> 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 21. The first five paragraphs in the section entitled: "Organization" is hereby amended as replaced with the followsing:

The Right of Way Committee shall be composed of **five the following** voting members as follows:

1. Orange County staff member and a designated substitute to serve in their absence, 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 and a designated substitute to serve in their absence, 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 and a designated substitute to serve in their absence, 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 and a designated substitute to serve in their absence, 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 and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
- 6. A citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointment shall be for two years commencing January 1, 2016 which term may be renewed.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. <u>County and City appointments may include</u> contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representative shall serve at the pleasure of the CFX Board. Committee members should have experience in Florida eminent domain matters <u>or</u>, possess sufficient experience in property acquisition and disposition.

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 <u>Citizen Representative</u>

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 23. The revised Charter is adopted in its entirety as Exhibit "A".

Section  $\underline{34}$ . This Resolution shall become effective upon adoption.

ADOPTED this 11<sup>th</sup>-\_\_\_\_day of SeptemberOctober, 2015.

ATTEST:

Darleen Mazzillo Executive Assistant Welton G. Cadwell Chairman

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 <u>the following five</u> voting members as <u>follows</u>:

- 1. Orange County staff member and a designated substitute to serve in their absence, 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 and a designated substitute to serve in their absence, 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 and a designated substitute to serve in their absence, 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 and a designated substitute to serve in their absence, 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 and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
- 6. A citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointment shall be for two years commencing January 1, 2016 which term may be renewed. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments.

Committee member appointments may not be delegated. <u>County and City appointments may</u> include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representative shall serve at the pleasure of the <u>CFX Board</u>. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters, <u>or</u> possess sufficient experience in property acquisition and disposition.

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 <u>Citizen Representative</u>

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.

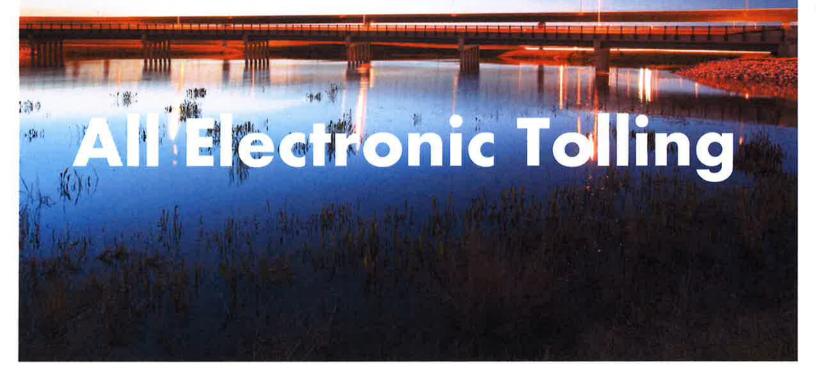
A quorum at any meeting shall require the physical presence of at least four Committee members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least four members casting an affirmative vote) shall be necessary for any action taken by the Committee.

Public notice shall be provided in accordance with state law.

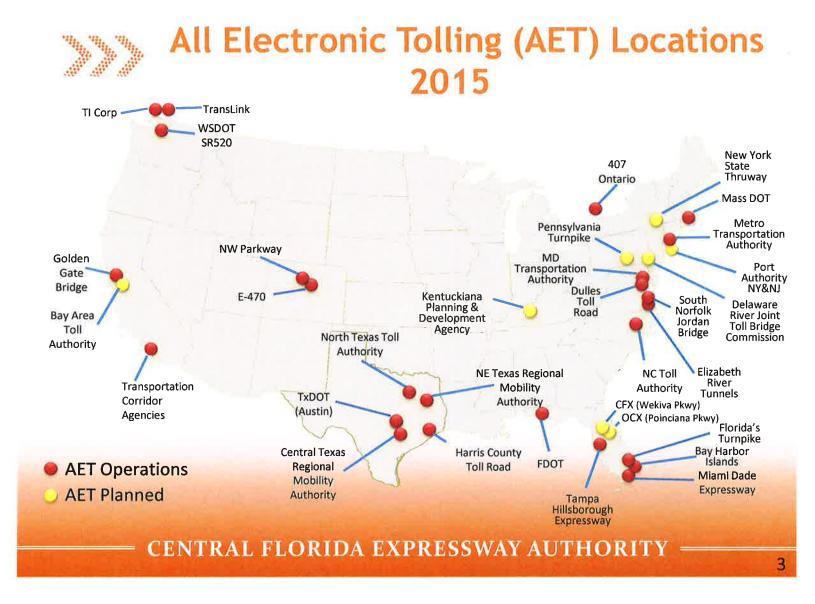
An agenda will be prepared by General Counsel and provided in advance to members, along with appropriate briefing materials.

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.

# **F.8.** All electronic tolling









- Environmental Benefits
- Reduce Capital Costs
- Reduce Operations and Maintenance Costs
- Less Right of Way
- Higher Throughput
- Safety
- Less Driver
   Confusion



4



Revenue Risk
 Pay by Plate
 Unknown Uncollectible



 Image Processing Volumes
 Camera Optical Character Recognition Accuracy



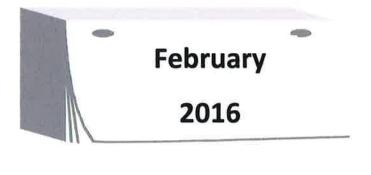


# **Provide Cash Retail Channels**

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WEKIVA PARKWAY



7



# Future Board Workshop to Discuss CFX All Electronic Toll Options for the Existing Expressway System



# **F. 9.** AWARD OF CONTRACT TO THE LANE CONSTRUCTION CORP. FOR S.R. 408/S.R. 417 INTERCHANGE IMPROVEMENTS, PHASE I

### **MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller Director of Procurement

DATE: September 22, 2015

RE: Award of Contract for S.R. 408/S.R. 417 Interchange Improvements Phase 1 Contract No. 001118; Project No. 253F

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on September 16, 2015, for the referenced project. Bid results were as follows:

	Bidder	<b>Bid Amount</b>
1. 2. 3. 4. 5.	The Lane Construction Corporation Prince Contracting, LLC Southland Construction, Inc. SEMA Construction, Inc. Hubbard Construction Company	\$36,744,623.00 \$39,472,000.00 \$39,963,000.00 \$40,988,888.00 \$42,304,099.37

The Engineer's Estimate for this project is \$33,600,742.05.

The Procurement Department has evaluated all bids and has determined the bid from The Lane Construction Corporation to be responsible and responsive to the bidding requirements. Award of the contract to Lane in the amount of \$36,744,623.00 is recommended contingent upon final execution of the contract by both parties.

### CONTRACT

This Contract No. 001118 (the "Contract"), made this 8<sup>th</sup> day of October, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and THE LANE CONSTRUCTION CORPORATION, 2601 Maitland Center Parkway, Maitland, Florida 32751, 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. 253F, S.R. 408/S.R. 417 Interchange Improvements Phase 1, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 540 calendar days. The Contract Amount is \$36,744,623.00. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on October 8, 2015.

The Contract Documents consist of:

- 1. The Contract,
- 2. The Memorandum of Agreement,
- 3. The Addenda, modifying the 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: \_\_\_\_\_\_ THE LANE CONSTRUCTION CORPORATION By:\_\_\_\_\_\_Signature Print Name Print Name (\_\_\_\_\_\_\_Title ATTEST: \_\_\_\_\_\_\_(Seal) DATE: \_\_\_\_\_\_\_(Seal)

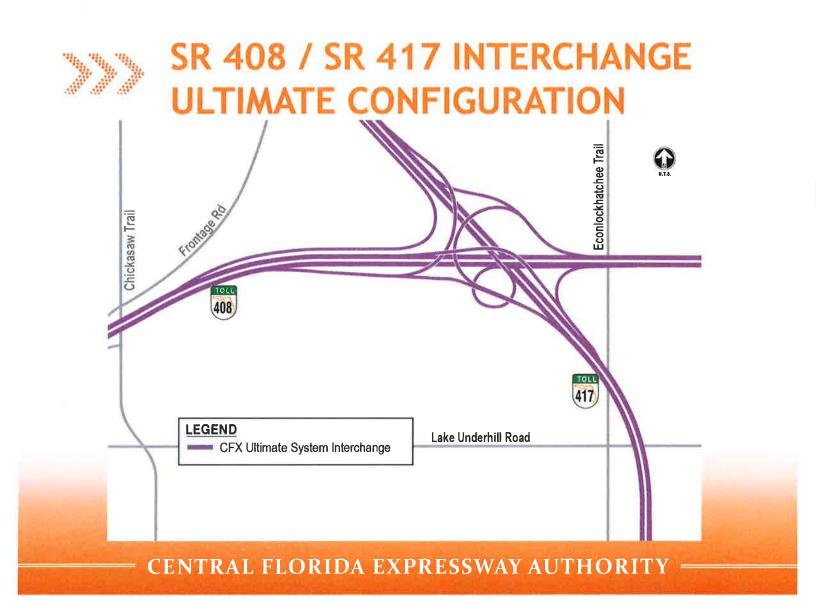
Approved as to form and execution, only.

General Counsel for the AUTHORITY









# F. 10. School bus discount proposal

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REGIONAL PUBLIC SCHOOL BUS REBATE PROPOSAL OCTOBER 8, 2015

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- Good community partner
- Approached by Florida Legislature and local School Boards



# **CFX BOND RESOLUTION**

# Section 5.3 FREE PASSAGE

The Authority covenants that it will not allow or permit any free use of the toll facilities of the Expressway System except to officials or employees of the Authority engaged in official business of the Authority or law enforcement officers or emergency vehicles while in the discharge of their official duties, or except as required by existing law.



- Regional Public Schools: Brevard, Lake, Orange, Osceola, Polk, Seminole or Volusia Counties
- Must have an E-PASS sticker transponder
- Only public school buses on official school business transporting students
- Only on Central Florida Expressway Authority's roads



- The availability of this rebate is at all times subject to CFX's obligations to bondholders under the Master Bond Resolutions.
- The rebate may be discontinued at any time it is necessary in order to permit CFX to comply with its Master Bond Resolutions' obligations and covenants.



Create a 99% regional public school bus rebate program for school buses from Brevard, Lake, Orange, Osceola, Polk, Seminole and Volusia Counties that are transporting students on the CFX system beginning February 1, 2016. CFX must exceed its projected revenue by at least 2% for the rebate to be credited in any given month.