CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 13, 2014
9:00 a.m.
Meeting Location: CFX Boardroom
4974 ORL Tower Road, Orlando, FL 32807

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. REVIEW AND APPROVAL OF MINUTES **(Action Item)**

1. October 9, 2014 Board Meeting
2. October 9, 2014 Board Workshop
3. November 3, 2014 Meeting to review Executive Director applicants

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

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **APPOINTMENT OF BOARD REPRESENTATIVE TO TEAMFL -** Chairman Cadwell **(Action Item)**

2. **UPDATE ON EXECUTIVE DIRECTOR SEARCH, APPROVAL OF SHORT LIST FOR INTERVIEWS AND ESTABLISHING SALARY RANGE FOR POSITION** – *Chairman Cadwell* **(Action Item)**

3. **BUSINESS DEVELOPMENT AND SMALL BUSINESS ADMINISTRATION (SBA) PARTNERSHIP** – *Iranetta Dennis, Director of Business Development & Cassius Butts, SBA Presidential Appointee and Regional Administrator* **(Info. Item)**

4. **PRESENTATION BY EAST CENTRAL FLORIDA CORRIDOR TASK FORCE -** *James Stansbury, Bureau of Comprehensive Planning-Dept. of Economic Opportunity; John Zielinski, FDOT District Five Administrator; Brian ten Siethoff, Cambridge Systematics* **(Info. Item)**

5. **UPDATE ON WEKIVA PARKWAY FINANCE PLAN/APPROVAL OF COMPETITIVE SALE OF BOND ANTICIPATION NOTES PENDING TIFIA LOAN APPROVAL -** *Lisa Lumbard, Interim CFO* **(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.

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 9, 2014

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

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

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

CALL TO ORDER

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

PUBLIC COMMENT

1) Ms. Sally Baptiste thanked Chairman Cadwell for agreeing to meet with her next month to talk about ways to improve transportation. She would also like to meet with the other Board members.
2) Dr. Charles Tolbert, a write-in candidate for governor, listed several questions. He wants the questions answered by February 1, 2015 should he become governor.

APPROVAL OF MINUTES

A motion was made by Mayor Dyer and seconded by Commissioner Carey to approve the minutes of the September 11, 2014 Board meeting as presented. The motion carried unanimously with all seven Board members present and voting AYE by voice vote.

APPROVAL OF CONSENT AGENDA

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

Construction & Maintenance

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

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

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

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

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

Engineering

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

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

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

Finance/Accounting

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

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

11. Approval for Disposal/Donation of Inventory Items

Legal

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

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

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

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

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

Toll Operations

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

General Counsel Joseph Passiatore requested that Consent Agenda Items #15 and #16 be pulled in order to be reviewed by the Right of Way Committee.

It was also noted that the memo for Consent Agenda item #3 has been revised to correct the project limit descriptions.

A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to approve the Consent Agenda with the exception of items #15 & #16 and the revision to item #3. The motion carried unanimously with all seven members present and voting AYE by voice vote.

CHAIRMAN'S REPORT

1) The following employees were recognized for their service to CFX:
   - ~ Chris Bloodwell, Landscape Architect, for 5 years of service
   - ~ Mike Carlisle, Assistant Finance & Accounting Manager, for 10 years of service
   - ~ Joann Chizlett, Director of IT, for 15 years of service
   - ~ Sheri Gibson-Taylor, Receptionist, for 15 years of service
   - ~ Paul Crawford, Systems Administrator, for 20 years of service

2) General Counsel Joseph Passiatore introduced Linda Brehmer-Lanosa, who was hired as our new in-house deputy General Counsel effective October 27.

3) Chairman Cadwell will be attending the TEAMFL meeting on October 30 & 31 in Tampa. Bob Hartnett, Executive Director of TEAMFL, talked about the meeting and invited everyone to attend.

4) The Florida Association of Counties will be holding their Curriculum Review Committee meeting at CFX on October 23.

5) The first meeting of the newly structured Operations Committee meeting took place on October 6.

6) Chairman Cadwell met with the CFX directors a few weeks ago to get their input on the executive director and other issues.

7) Chairman Cadwell would like to have a workshop on issues relating to All Aboard Florida, in particular CFX's role/responsibilities in the project.

8) Mayor Jacobs suggested that we have a workshop after the gubernatorial appointments are made to talk about the role of board members. Commissioner Carey suggested orientations for new board members, particularly the members coming from the private sector, regarding board members' responsibilities and ethics. Mr. Ketcham commented that there is a lot of misunderstanding on the public's part about the board members' role.

TREASURER'S REPORT

Commissioner Carey reported that toll revenues for August were $26,900,092 which is 2.58% above projections and 4.83% above prior year. The Authority's total revenues were $28.4 million for the month.

Total OM&A expenses were $3.9 million for the month and $5.8 million year-to-date, which is 3.2% under budget.

After debt service the total net revenue was $12.6 million for August and $27.2 million year-to-date.

STAFF'S REPORT

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

PRESENTATION ON I-4 ULTIMATE PROJECT

Ms. Loreen Bobo, P.E, I-4 Ultimate Construction Program Manager for FDOT District Five, briefed the Board on the I-4 Ultimate Project.

Overview

- 21 miles from west of Kirkman Rd. to east of SR 434 (Orange & Seminole Counties)
- $2.3 billion (yoe) design-build cost
- Scope:
    - Reconstruct mainline and interchanges
    - Addition of 4 express lanes
    - Reconstructs 15 major interchanges
    - Bridges: widens 13; adds 53; replaces 74
- Construction start: early 2015
- Estimated completion: early 2021
- 40 year concession

I-4/SR 408 Interchange

- Widening (3 lanes in each direction) and reconstruction of SR 408 mainline over I-4
- I-4 and SR 408 will be connected by full ramps
- Adding direct connects from I-4 Express Lanes to SR 408 EB and WB
- During construction period, additional service patrols on SR 408 mainline
- After construction, FDOT/Concessionaire will operate/maintain all ramps
- We will be removing the 3 remaining movements from the trumpet configuration which results in operational deficiencies in the interchange
    - Those 3 movements will be accommodated by high speed flyover ramps
    - Existing area of trumpet is converted to open green space
- High level of aesthetics
- Bonus Work Element to complete work on SR 408 mainline
- Lane closure times: 9pm to 6 am

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

UPDATE ON EXECUTIVE DIRECTOR SEARCH

Colin Baenziger of Colin Baenziger & Associates gave an update on the search for an executive director.

Mr. Baenziger reported that we advertised in several transportation publications. We are also in the process of contacting transportation officials for their feedback. We have received 20 applications so far. The deadline is Friday, October 17.

The subject of salary was brought up. The salary range was not included in the advertisement. Deputy Executive Director Laura Kelley stated that the Board members have been provided the updated salary survey prepared by Cody & Associates. She suggested that the Board members contact Cody & Associates directly if they have any questions. Mayor Jacobs stated that the proposed salary range seems on the high end and out of step with the salaries in this region for comparable positions. Commissioner Hawkins agreed.

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

DISCUSSION AND APPROVAL OF REMAINING BUDGET ITEMS IN FY 2015 BUDGET

This item pertains to the salary adjustment for employees, which was pulled from the Budget at the last meeting.

Chairman Cadwell supports a 3% pay adjustment.

A motion was made by Mayor Jacobs and seconded by Commissioner Carey to approve a 2.5% salary adjustment retroactive from July 1, 2014.

Under discussion, Commissioner Carey supports performance pay with annual employee evaluations rather than across the board raises. She would like to see that adopted as one of our policies.

Chairman Cadwell called for a vote. The motion failed 3 to 4 with Mayor Jacobs, Commissioner Carey, and Commissioner Hawkins voting AYE by voice vote and Commissioner Cadwell, Mr. Ketcham, Mayor Dyer, and Commissioner Boyd voting NAY by voice vote.

A motion was made by Mayor Dyer and seconded by Mr. Ketcham to approve a 3% salary adjustment retroactive from July 1, 2014. The motion carried 5 to 2 with Mayor Dyer, Mr. Ketcham, Mayor Jacobs, Commissioner Cadwell, and Commissioner Boyd voting AYE by voice vote and Commissioner Carey and Commissioner Hawkins voting NAY.

CONSENT TO SUBLEASE OF FORMER ADMINISTRATION BUILDING PARKING LOT TO DR. PHILLIPS CENTER FOR THE PERFORMING ARTS

General Counsel Joseph Passiatore stated that CFX has received a request from Dr. Phillips Performing Arts Center (DPAC) for consent to a sublease by its tenant, Delaney OB/GYN, of the parking lot at the former OOCEA Administration Building . DPAC desires to use sixty-one spaces of the parking lot to facilitate valet parking during performances at the new Performing Arts Center.

Consent was previously given in June by the former OOCEA Board; however, the lease was subsequently revised and now requires a second consent.

CFX will not share in the rental because the original lease allows Delaney OB/GYN continuous occupation of the premises. All remaining issues such as liability, insurance and indemnification of CFX are adequately addressed in the Sublease.

Staff recommends approval and authorization for the Interim Executive Director to execute the Consent to Sublease.

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve the Consent to Sublease as presented. The motion carried unanimously with all seven members present and voting AYE by voice vote.

APPROVAL OF SPEED LIMIT ADJUSTMENT FOR S.R. 417 AND S.R. 429

Director of Expressway Operations Corey Quinn requested Board approval to adjust the speed limit from 65 mph to 70 mph on CFX portions of S.R. 417 and S.R. 429.

He explained that in early 2013 the Board requested that a speed study be conducted on various segments of our system. In accordance with Florida Statute 316.187 we submitted the speed studies to FDOT for approval. FDOT approved the speed limit modifications on August 21, 2014.

Florida's Turnpike Enterprise has completed their independent studies for their segments of S.R. 417 and S.R. 429. Their results are consistent with ours; their study recommends a change to 70 mph on their system. Ms. Gutierrez-Scaccetti, Florida's Turnpike Enterprise Executive Director, was present and confirmed that they will be going through the process to request Secretary Prasad's approval to raise the speed limit on the Turnpike's sections.

Mr. Quinn provided the following information:

SR 417

- Requesting speed limit adjustment from I-Drive to Seminole County line
- Current speed limit: 65 mph
- Roadway design criteria: 70 mph
- 85th percentile speed: 72 – 79 mph

SR 429

- Requesting speed limit adjustment from Seidel Road to US 441
- Current speed limit: 65 mph
- Roadway design criteria: 70 mph
- 85th percentile speed: 70 – 79 mph

The cost for replacement/modification of 65 existing signs is estimated to be $76,000. Estimated completion time is 60 – 90 days.

A motion was made by Commissioner Boyd and seconded by Commissioner Carey for approval to adjust the speed limit from 65 mph to 70 mph on CFX portions of S.R. 417 and S.R. 429. The motion carried unanimously with seven members present and voting AYE by voice vote.

Staff was instructed to coordinate with Florida's Turnpike Enterprise to implement the speed limit increase in conjunction with one another.

BOARD MEMBER COMMENT

There were no comments from the Board members.

ADJOURNMENT

There being no further business to come before the Board, the Chairman adjourned the meeting at 10:15 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2014.

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

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD WORKSHOP
October 9, 2014

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

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

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

CALL TO ORDER

The workshop was called to order at 10:30 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

There was no public comment.

BRIEFING ON TOLL OPERATIONS

Director of Toll Operations David Wynne briefed the Board on CFX toll operations. See Exhibit "A" for presentation.

Mr. Wynne covered the following topics:

- CFX Toll Operation Staff
- System Overview

- Area of Operations
- E-PASS Operations
- E-PASS Statistics
- Cash Operations Statistics
- Special Projects
- Violation Business Rules
- Violation Statistics
- Toll System Maintenance

(Mayor Jacobs left during this presentation.)

CUSTOMER OPINION SURVEY

Michelle Maikisch, Director of Public Affairs and Communication, presented information regarding the Customer Opinion Survey, which was conducted in October 2013. The survey is conducted every two years to gather opinions of E-PASS and cash customers. In addition to the Customer Opinion Survey, an unofficial survey was emailed to the remaining 200,000+ E-PASS customers. See Exhibit "B" for presentation.

Key findings from the Customer Opinion Survey:

1. Time savings are important
2. High satisfaction with the E-PASS program
3. High likelihood of recommending E-PASS
4. Prefer tolls over taxes
5. CFX Roads are:
    - Faster than others
    - Well maintained
    - Safer

Ms. Maikisch presented statistics obtained from the survey responses.

BOARD MEMBER COMMENT

There were no comments from the Board members.

ADJOURNMENT

There being no further business to come before the Board, the Chairman adjourned the meeting at 11:35 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2014.

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MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
November 3, 2014

MEETING TO REVIEW CANDIDATES FOR EXECUTIVE DIRECTOR POSITION

Present: Welton Cadwell, Chairman
Sandy Minkoff, Lake County Attorney
Joseph Passiatore, General Counsel
Joseph Berenis, Deputy Executive Director
Laura Kelley, Deputy Executive Director
Michelle Maikisch, Director of Public Affairs & Communication
Darleen Mazzillo, Executive Assistant

A meeting was held on November 3, 2014 to review applications submitted for the Executive Director position and develop a short list of candidates for Board members to interview. The meeting began at 11:10 a.m. and was held at the CFX office at 4974 ORL Tower Road, Orlando, Florida.

Discussion was held concerning the candidates' qualifications. The recommendations of the search firm, Colin Baenziger & Associates, were also taken into consideration.

The following five (5) candidates were selected to be interviewed by the Board members:

- Mathew Click
- David Lair
- Phillip D. Miller
- Katharine D. Nees
- Robert J. Sweeney

It was decided to send the Board members the resumes of all 54 applicants as soon as possible and to give them the opportunity to add additional names to the short list. They will be asked to submit them to Laura Kelley by Monday, November 10 at 12:00 p.m. That deadline corresponds to the Rules of Procedure for Board Meetings regarding submission of agenda items by Board members.

At the November 13 Board meeting the Board members will be asked to approve a list of candidates to be shortlisted for interviews and establish a salary range. The salary survey done by Cody & Associates and a list of county managers' salaries will be provided to the Board members for their information.

ADJOURNMENT

The meeting adjourned at approximately 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 _____, 2014.

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CONSENT AGENDA
November 13, 2014

CONSTRUCTION & MAINTENANCE

1. Approval of Final Ranking and Authorization to enter into fee negotiations with Target Engineering Group, Inc. for Misc. Construction Engineering and Inspection (CEI) Services - Contract No. 001054

2. Authorization to Advertise for Construction Contractor Compliance Consultant - Contract No. 001072

3. Authorization to Advertise for S.R. 417 Mainline Toll Plazas Air Conditioner Replacements - Project No. 599-732

4. Approval of construction contract modifications on the following contracts:
   a) Contract No. 417-304 Southland Construction $21,012.76
   b) Contract No. 417-110 Masci General Contractor $36,406.85

5. Approval of (1) Second Amendment to State of Florida Department of Transportation (FDOT) Construction Agreement between FDOT and Central Florida Expressway Authority; and (2) Locally Funded Agreement for S.R. 417 Interchange with Florida's Turnpike

6. Approval of Construction Agreement between State of Florida Department of Transportation (FDOT) and Central Florida Expressway Authority for S.R. 417 Interchange with Florida's Turnpike

ENGINEERING

7. Approval of Supplemental Agreement No. 3 with URS Corporation Southern for S.R. 408/S.R. 417 Ultimate Interchange Improvements – Project No. 253F (Contract amount: $259,048.79)

8. Approval of Final Ranking and Authorization to enter into fee negotiations with CH2M Hill for S.R. 408/I-4 Interchange Corridor Consultant Services – Contract No. 001055

EXECUTIVE

9. Approval of contract renewal with Southern Strategy Group, Inc. for Legislative Advocacy and Consultant Services – Contract No. 000894 (Contract amount: $125,000)

EXPRESSWAY OPERATIONS

10. Approval for Award of Contract to United Signs & Signals, Inc. for Wrong Way Detection Pilot Project – Contract No. 001025 (Contract amount: $299,689.00)

FINANCE/ACCOUNTING

11. Approval for Disposal of Inventory Items

INFORMATION TECHNOLOGY

12. Approval of Purchase Order to Oracle for Software Update Licenses and Support (P.O. amount $57,595.51)

13. Approval of Supplemental Agreement No. 10 with Atkins North America, Inc. for Toll Collection System Replacement Consultant Services – Contract No. 000821 (Contract amount: $97,662.00)

LEGAL

14. Approval of Second Addendum to the Agreement for Appraisal Review Services between Consortium Appraisal, Inc. and Shutts & Bowen, LLP for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: $200,000)

15. Approval of Second Addendum to the Agreement for Appraisal Services between Pinel & Carpenter, Inc. and Shutts & Bowen, LLP for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: $200,000)

16. Approval of First Supplemental Agreement with Shutts & Bowen, LLP (Contract amount: $2,500,000)

TOLL OPERATIONS

17. Authorization to Advertise for Toll Facilities Operations and Management Services - Contract No. 001071

18. Authorization to Advertise for a Cost to Collect Analysis of the Authority's toll collection business

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Approval of Final Ranking and Authorization for Fee Negotiations for Miscellaneous Construction Engineering and Inspection (CEI) Services Contract No. 001054

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on August 24, 2014. Responses were received from six (6) firms by the September 8, 2014, deadline. Those firms were: JBS Engineering Technical Services, Inc.; URS Corporation Southern; Page One Consultants, Inc.; Target Engineering Group, Inc.; PI Consulting Services, LLC.

The Evaluation Committee met on September 15, 2014, and after reviewing and scoring the Letters of Interest voted to shortlist the three firms ranked highest. Those firms were: Page One Consultants, Inc., Target Engineering Group, Inc., and URS Corporation Southern. Interviews with the three firms were held on October 6, 2014. After the interviews were completed, the Committee convened and prepared its final ranking. The result of that process was as follows:

Ranking	Consultant Firm
1	Target Engineering Group, Inc.
2	URS Corporation Southern
3	Page One Consultants

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

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

LOI-001054 Committee Meeting October 6, 2014 Minutes

Evaluation Committee for Miscellaneous CEI Services; LOI-001054, held a duly noticed meeting on Monday, October 6, 2014, commencing at 9:00 a.m. in the Pelican Conference Room at the OOCEA Administrative Bldg., Orlando, Florida.

Committee Members Present:
Don Budnovich, Resident Engineer
Glenn Pressimone, Director of Engineering
Iranetta Dennis, Director of Business Development
Julie Naditz, Highway Construction Division Manager, Orange County
Ben Dreiling, Director of Construction & Maintenance

Other Attendees:
Robert Johnson, Manager of Procurement
Courtney Gordon, Contract Analyst

Interviews:
Robert Johnson commenced each interview with a brief overview of the process and explained that the interviews were closed to the public and being recorded in accordance with Florida statutory requirements.

Page One Consultants	09:03 – 09:18 a.m.
Target Engineering Group, Inc.	09:23 – 09:38 a.m.
URS Corporation Southern	09:45 – 10:00 a.m.

Evaluation Portion

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

Proposer	Points	Ranking
Target Engineering Group, Inc.	07	1
URS Corporation Southern	11	2
Page One Consultants	12	3

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

There being no other business to come before the Committee; the meeting was adjourned at 10:09 a.m.

These minutes are considered to be the official minutes of the Interviews & Evaluations held Monday, October 6, 2014.

Submitted by: _____
Robert Johnson

On behalf of the committee these minutes have been review and approved by

Approved by: _____
Don Budnovich, P.E.

Miscellaneous CEI Services, 000976
Final Committee Member Scoring

Committee	URS Corporation	Target Engineering	Page One Consultants
Glenn	2	1	3
Don	3	1	2
Iranetta	1	2	3
Julie	2	1	3
Ben	3	2	1
Total	11	7	12
Ranking	2	1	3

Monday, October 06, 2014

Monday, October 06, 2014

Monday, October 06, 2014

Monday, October 06, 2014

10/6/14

LOI-001054 Committee Meeting September 15, 2014 Minutes

Evaluation Committee for **Miscellaneous CEI Services; LOI-001054,** held a duly noticed meeting on Monday, September 15, 2014, commencing at 1:00 p.m. in the Sandpiper Conference Room at the OOCEA Administrative Bldg, Orlando, Florida.

Committee Members Present:
Don Budnovich, Resident Engineer
Glenn Pressimone, Director of Engineering
Iranetta Dennis, Director of Business Development
Julie Naditz, Highway Construction Division Manager, Orange County
Ben Dreiling, Director of Construction & Maintenance

Other Attendees:
Robert Johnson, Manager of Procurement

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

General discussion ensued about the project and the LOI submittals. Committee members then tallied up the individual evaluation sheets and passed them in for incorporation onto to the LOI shortlist summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

Firms	Score	Ranking
Page One Consultants, Inc.	12	1
Target Engineering Group, Inc.	14	2
URS Corporation	15	3
PI Consultant Services, LLC.	16	4
JBS Engineering Technical Services, Inc.	18	5

It was the consensus of the committee that the top 3 respondents be invited to participate in Interviews. The Committee decided that the interviews would be for 15 minutes with a maximum of 5 individuals from each team present; Project Manager and Contract Administrator being required attendees.

Robert stated that he would set up the interviews in alphabetical order and that the presentations would be held on October 6, 2014, commencing at 9 a.m. Robert stated the shortlist scores would be combined with the interview score since no technical would be evaluated. As determined in the Committee's Project Scope Meeting, interviews would be scored at a maximum 198 points. This represents a 60/40 split (198 max. points for the interview / 132 max. points for the remaining LOI categories, total max. points available is 330).

There being no further business to come before the Committee, the meeting was adjourned at 1:28 p.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Monday, September 15, 2014, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Robert Johnson, Manager of Procurement

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

_____
Don Budnovich, Resident Engineer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EVALUATION COMMITTEE MEMBER LETTERS OF INTEREST SHORTLIST RANKING

MISCELLANEOUS CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

CONTRACT NO. 001054

CONSULTANT	Ben Dreiling RANKING	Don Budnovich RANKING	Iranetta Dennis RANKING	Julie Naditz RANKING	Glenn Presimone RANKING	TOTAL SCORE	RANKING
URS Corporation	4	4	1	1	5	15	3
Target Engineering Group, Inc.	1	1	3	5	4	14	2
Page One Consultants, Inc.	2	2	2	3	3	12	1
JBS Engineering Technical Services, Inc.	5	5	4	2	2	18	5
PI Consulting Services, LLC.	3	3	5	4	1	16	4

EVALUATION COMMITTEE MEMBERS:

Date: Tuesday, September 15, 2014

Date: Tuesday, September 15, 2014

Date: Tuesday, September 15, 2014

Date: Tuesday, September 15, 2014

Date: Tuesday, September 15, 2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Authorization to Advertise for
Request for Proposals for Construction Contractor Compliance Consultant
Contract No. 001072

Board authorization is requested to advertise for Request for Proposals from qualified firms to assist our Business Development Department to monitor and verify construction contractor compliance with federal requirements (Equal Employment Opportunity, Affirmative Action, Disadvantage Business Enterprise, On-the-Job Training, Wage Rate provisions) related to the anticipated TIFIA loan for the Wekiva Parkway construction projects. If the loan is not approved the selection process will be canceled.

Services to be provided include: maintaining the required level of review of contractor compliance activities to assure compliance with the specifications and special provisions for the construction contract; maintaining complete, accurate records of all compliance activities and events related to project performance and properly documenting and reporting all deficiencies to the Authority; cooperate with the Federal Highway Administration in reviews of nondiscrimination compliance including audits, site visits and examination of records.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Iranetta Dennis, Director of Business Development

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Authorization to Advertise for Bids for
S.R. 417 Mainline Toll Plazas Air Conditioner Replacements
Project No. 599-732; Contract No. 001075

Board authorization is requested to advertise for bids to furnish and install new air conditioners at the Boggy Creek, John Young, Curry Ford, and University Mainline Toll Plazas on S.R. 417. This project is part of the renewal and replacement program included in the current Five-Year Work Plan.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

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

DATE: October 28, 2014

RE: Consent Agenda Item
Construction Contract Modifications

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

Contract No.	Name	Contract Description	Original Contract Amount ($)	Previous Authorized Adjustments ($)	Requested ($) November 2014	Total Amount ($) to Date*	Time Increase or Decrease
417-304	Southland Construction, Inc.	SR 417 / Turnpike Interchange	30,876,393.69	437,176.82	21,012.76	31,334,583.27	0
417-110	Masci General Contractor, Inc.	SR 417 Widening from Curry Ford to Lake Underhill	10,109,586.09	106,842.21	36,406.85	10,252,835.15	0
				TOTAL	**$57,419.61**		

* Includes Requested Amount for current month.

BD/ek

cc: Joe Berenis, P.E.

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

Contract 417-304: SR 417/Turnpike Interchange
Southland Construction, Inc.
SA 417-304-1114-04

Sign Luminaires, Remote Ballast Drivers

This change is as requested by the Authority. The Authority has adapted a new standard for sign lighting that requires the use of LED Sign Lighters with Remote Ballasts. This change is to adapt the standard established by the Authority on Project 429-621 which served as a template for this change. The 715 series Pay Items added by this document relate to adding work as described: Luminaires on Existing Structures, Luminaires on New Structures and Remote Ballast Driver Boxes. The Remote Ballast Sign Lighters Misc. Pay Item provides credit for LED Sign Lighters and disconnects that were incidental to new structures OC-4, OC-5, OC-6 and OT-1; less Prime Contractor markup on Subcontracted work.

ADD THE FOLLOWING ITEMS:	
Luminaire (F&I) (Bracket Arm Relocate) (Exist Structure)	$22,030.12
LED Driver Box (For Remote Ballast) (F&I)	$40,095.90
Luminaires (F&I) (Sign) (Sign Mounted) (New Structure)	$19,359.20
Remote Ballast Sign Lighters Misc.	($ 4,214.55)
	$77,270.67
DECREASE THE FOLLOWING ITEM:	
Luminaires (F&I) (Sign) (Sign Mounted)	($25,204.68)
Subtotal: Sign Luminaires, Remote Ballast Drivers	$52,065.99

DDM 03, Bridge 750683 FIB 63 Girder B32 Serial JK3 Beam Crack

This change is as requested by the Authority. During fabrication a crack in the top flange of a FIB 63 was discovered. The beam related to Bridge 750638, Ramp B1 over Town Center, Beam B32, and Serial Number JK3. A DDM was processed wherein the fabricators specialty engineer analyzed the crack and presented a repair procedure. The analyses was reviewed by the EOR, Florida's Turnpike and Authority. The analysis was recommended for acceptance by each. Given the anticipated performance of the beam is realized without long term durability loss, only recuperation of review costs is warranted. The pay reduction relates to the costs of the Engineer of Record's review costs to the Authority.

ADD THE FOLLOWING ITEM:	
Pre-Stressed Beams: FIB 63 – DDM 03 Pay Reduction	($ 1,669.75)

Adjusted Quantities for Pay Items of Work to Date

This is as requested by the Authority. This adjusts pay items contract quantities to reflect the actual authorized quantities to date under the Contract.

DECREASE THE FOLLOWING ITEMS:	
Test Piles, Pre-Stressed Concrete (18" SQ)	($ 6,299.20)
Piles, Polyethelene Sheeting	($ 1,182.41)
Bedding Stone	($21,127.39)
Temp. FO 6" BSP w/ 9 – 1" HDPE/SDR II (Direct Bore)	($ 774.48)
	($29,383.48)
TOTAL AMOUNT FOR PROJECT 417-304	**$ 21,012.76**

Contract 417-110: SR 417 Widening from Curry Ford to Lake Underhill
Masci General Contractor, Inc.
SA 417-110-1114-002

Upgrade Sign Lights to LED Luminaires with Remote Ballast Boxes

This change is requested by the Authority. The Authority desires to upgrade the sign lighting on this project to be consistent with recent upgrades to the Authority's standards for sign lighting. The bid plans include LED sign lights that contain a ballast with each luminaire. When a ballast needs to be replaced, it is inconvenient because the work must take place over traffic which requires lane closures. The Authority's new standard is for all the ballasts for one sign to be contained in a remote driver box which is located on the sign upright and not over traffic. This provides a more convenient and safer location from which to service the ballasts.

ADD THE FOLLOWING ITEMS:	
LED Remote Ballast Box	$19,602.44
LED Remote Ballast Luminaire	$4,563.24
LED Remote Ballast Luminaire w/ Adjustable Arm	$15,578.46
	$39,744.14
DELETE THE FOLLOWING ITEM:	
Luminaire Sign Mount	($21,120.00)
Subtotal: Upgrade Sign Lights to LED Luminaires with Remote Ballast Boxes	$ 18,624.14

Emergency Roadway Repair for Base Failure on 8/2/14

This change is requested by the Authority. Emergency roadway repairs were necessary due to base failures caused by high moisture content in the existing base and subgrade materials in the outside shoulder on northbound SR 417 from STA 377+75 to 380+29 which is carrying traffic in a temporary configuration in accordance with the traffic control plans. The scope of work under this contract includes only milling and resurfacing in the existing lanes and overbuild on the existing shoulder. Due to high moisture content in the existing base and subgrade, the existing base failed causing subsequent pavement failure in the new pavement following the milling and resurfacing operations in this area. Emergency repairs were made as directed by the CEI in a manner attempting to minimize the overall impact to Expressway customers. Permanent repairs included fully removing the base material and a portion of the compromised subgrade material and replacing with aggregate base and asphalt.

ADD THE FOLLOWING ITEM:	
Emergency Roadway Repair for Base Failure on 8/2/14	$17,782.71
TOTAL AMOUNT FOR PROJECT 417-110	**$36,406.85**

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

MEMORANDUM

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

FROM: **Jere F. Daniels, Jr., Right-of-Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **November 3, 2014**

RE: **(1) Second Amendment to State of Florida Department of Transportation Construction Agreement between State of Florida Department of Transportation and Central Florida Expressway Authority; and (2) Locally Funded Agreement; Central Florida Greeneway (S.R. 417) Interchange with Florida's Turnpike; Project : 417-304**

Approval of: (1) the Second Amendment to State of Florida Department of Transportation Construction Agreement ("Second Amendment") between the State of Florida Department of Transportation ("FDOT") and the Central Florida Express Authority (the "Authority"); and (2) the related Locally Funded Agreement ("LFA") between the FDOT and the Authority for the Central Florida Greeneway (S.R. 417) Interchange with Florida's Turnpike (S.R. 91) is sought from the Central Florida Expressway Authority Board ("Board"). Copies of the proposed Second Amendment and LFA are attached for your review.

BACKGROUND/DESCRIPTION

The Authority and the FDOT entered into a State of Florida Department of Transportation Construction Agreement, as amended by that certain First Amendment to State of Florida Department of Transportation Construction Agreement dated September 19, 2014 (as amended, the "Construction Agreement"). The purpose of the Construction Agreement was to facilitate and coordinate construction responsibilities between the FDOT and the Authority for adjoining projects for the construction of an interchange between S.R. 91 (Florida's Turnpike) and S.R. 417 (the Central Florida Greeneway) (the "Interchange").

The Interchange construction is in progress and an additional phase of the Interchange is also anticipated to commence in the near future. To better facilitate the continued construction of the Interchange, the Authority and the FDOT desire to transfer a portion of the Authority's scope of work (the "Work") under the Construction Agreement from the Authority to the FDOT. The estimated construction cost of the Work to the Authority is $306,173.49. In consideration of the

FDOT assuming responsibility for the Work, the Authority has agreed to pay the amount of $306,173.49 to the FDOT within 30 days of execution of the Second Amendment. The related LFA is required by the FDOT to establish the details of the funding and formally address legislative appropriations concerns for the FDOT as to the Work.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Second Amendment and the LFA between the FDOT and the Authority and authorize execution of the Second Amendment and the LFA by the Authority.

ATTACHMENTS

(1) Second Amendment to State of Florida Department of Transportation Construction Agreement; and
(2) Locally Funded Agreement.

SECOND AMENDMENT TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONSTRUCTION AGREEMENT

THIS SECOND AMENDMENT TO CONSTRUCTION AGREEMENT (the "Second Amendment") is made effective as of the _____ day of _____, 2014, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an executive agency of the State of Florida ("DEPARTMENT") and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY f/k/a Orlando-Orange County Expressway Authority**, a body politic and corporate, and an agency of the state under the laws of the State of Florida ("Construction Coordinator").

WITNESSETH:

WHEREAS, DEPARTMENT and Construction Coordinator entered into a Construction Agreement (the "Agreement") as to the project more particularly described as SR 417 / SR91 (FLORIDA'S TURNPIKE) INTERCHANGE PROJECT NUMBER 417-304 within the limits of DEPARTMENT'S right of way; and

WHEREAS, pursuant to paragraph 2 of the Agreement, the term of the Agreement commenced on June 1st, 2013, and was scheduled to expire on November 1st, 2014 (the "Term"); and

WHEREAS, on September 19, 2014 the DEPARTMENT and Construction Coordinator entered into a First Amendment to State of Florida Department of Transportation Construction Agreement (the "First Amendment") to extend the expiration of the Term of the Agreement to December 31, 2014; and

WHEREAS, pursuant to the recitals of the Agreement, the improvements being constructed by the Construction Coordinator as part of the overall SR 417 / SR 91 (FLORIDA'S TURNPIKE) INTERCHANGE PROJECT NUMBER 417-304 is defined as the "Improvements"; and

WHEREAS, pursuant to the recitals of the Agreement, the portion of the Improvements to be constructed by the Construction Coordinator in DEPARTMENT's right of way is defined as the "Project"; and

WHEREAS, concurrent with the Project, the DEPARTMENT proposes to construct certain improvements for the SR 417 / SR 91 (Florida's Turnpike) Interchange ramp systems, including without limitation, new bridge structure, new ramp terminals and roadways connecting to the Turnpike and SR 417, traffic control plan, MSE walls, retaining walls, guardrail, barriers, extension of box culverts, drainage pipes, drainage structures, fence, gates, signs, roadway lighting, intelligent transportation system adjustments, temporary works, utility adjustments and earthwork under DEPARTMENT project E8N68, (collectively called the "Department Improvements"); and

WHEREAS, for the mutual benefit of the prosecution of work between adjoining Project and Department Improvements, the DEPARTMENT has requested and Construction Coordinator has agreed to transfer funds and construction scope from Construction Coordinator Improvements to Department Improvements in the amount of $306,173.49, and the DEPARTMENT has agreed to assume responsibility for that certain construction scope. The pay item scope and detailed value are defined by the attached spreadsheet as Exhibit A - "CFX Change in Scope – revised." The transferred scope of work to be completed by the DEPARTMENT is generally associated with restoration of Turnpike roadway and pavement following the removal of existing temporary traffic diversions, and restoration of Turnpike traffic to the normal roadway alignment (and specifically defined in Exhibit A); and

NOW THEREFORE, in consideration of the mutual covenants contained in this Second Amendment, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the DEPARTMENT and Construction Coordinator hereby agree to amend the Agreement, as of the effective date hereof, as follows:

1. The DEPARTMENT will accept Three Hundred Six Thousand One Hundred Seventy Three dollars and Forty Nine cents ($306,173.49) as the final payment from the Construction Coordinator as full and complete compensation to construct the scope of the transferred work outlined in Exhibit A, and the DEPARTMENT will assume full responsibility for completion of that scope of transferred work.

2. The Construction Coordinator agrees to provide payment to the DEPARTMENT in accordance with this Second Amendment within 30 calendar days from the execution date of this Second Amendment.

3. Upon execution of this Second Amendment and payment to the DEPARTMENT the sum of Three Hundred Six Thousand One Hundred Seventy Three dollars and Forty Nine cents. ($306,173.49), the Construction Coordinator will delete the transferred scope of work outlined in Exhibit A from the Project and shall no longer have any contractual responsibility or obligation to the DEPARTMENT to complete those portions of the Project.

4. Other than the above amendment to the Construction Coordinators responsibilities for construction of the Project, all remaining provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Second Amendment for the purposes herein expressed on the date indicated above.

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Diane Gutierrez-Scaccetti
Executive Director
Florida's Turnpike Enterprise

ATTEST: _____

LEGAL REVIEW:

BY: _____
Legal Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
f/k/a Orlando-Orange County Expressway Authority

By: _____
Printed Name: _____
Title: _____

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: _____
General Counsel

CFX STA. 5121+84.84 = FTE STA. 2117+64.96

CFX

Pay Item	ITEM	STA. to STA.	L	W	UNITS	QNTY	Unit $	Total	Comment
327 70 6	1 1/2" Milling	5112+00 - 5133+50 NB & SB	4,300.00	14.00	SY	6,688.89	$1.69	$11,304.22	
327 70 11	2 1/2" Milling	5112+00 - 5133+50 NB & SB	4,300.00	24.00	SY	11,466.67	$1.92	$22,016.00	
334 1 23	TL D PG 76-22	5112+00 - 5133+50 NB & SB	4,300.00	28.00	TN	1,103.67	$100.83	$111,283.05	Used TL C PG 76-22; agree to use D at C price?
334 1 13	TL C	5112+00 - 5133+50 NB & SB	4,300.00	10.00	TN	394.17	$85.92	$33,867.09	
337 7 22T	FC 5	5112+00 - 5133+50 NB & SB	4,300.00	25.33	TN	484.08	$141.93	$68,705.47	80 #/SY
339 1	Misc. Ashalt	at GR locations	1,574.00	5.50	TN	121.72	$123.14	$14,988.60	
536 1 1	GR	5112+00 - 5127+24	1,524.00		LF	1,524.00	$15.24	$23,225.76	NB Outside
536 1 1	GR	5122+86 - 5123+36	50.00		LF	50.00	$15.24	$762.00	NB Inside
536 1 3	GR double face	5122+78 -5123+53	75.00				$21.58	$0.00	Will not be removed & replaced
536 5 2	GR double sided w/ rr	5122+78 -5123+53	75.00		LF		$13.38	$0.00	Will not be removed & replaced
536 73	GR Remove	5122+78 -5123+53	75.00				$2.13	$0.00	Will not be removed & replaced
536 85 22	GR End Assy. Flair	5112+00			EA	1	$1,625.30	$1,625.30	NB outside
536 85 25	GR End Assy.				EA	2	$543.54	$1,087.08	
546 72 51	Rumble Strips	5112+00 - 5133+50 NB & SB	4,300.00		PM	1.64	$3,339.24	$5,476.35	
706 3	RMP's	5112+00 - 5133+50 NB & SB	4,300.00		EA	108	$2.77	$299.16	
710 90	Painted Pav't Marking	5112+00 - 5133+50 NB & SB			LS	0.17	$11,563.64	$1,965.82	Used 17% of LS price as privided by CFX
711 11 111	Thermo W 6"	5112+00 - 5133+50 NB & SB	4,300.00		NM	0.81	$5,163.30	$4,204.96	
711 11 131	Thermo Skip 6"	5112+00 - 5133+50 NB & SB	4,300.00		NM	0.81	$1,406.82	$1,145.71	
711 11 211	Thermo Y 6"	5112+00 - 5133+50 NB & SB	4,300.00		NM	0.81	5,177.99	$4,216.92	
	15" RCP	Already Installed			EA				
	15" MSE	Already Installed			EA				
	Total CFX work added							**$306,173.49**	

EXHIBIT A: CFX Change in Scope – revised

LOCALLY FUNDED AGREEMENT

THIS LOCALLY FUNDED AGREEMENT (this "Agreement") is made and entered into on this __ of _____, 2014, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, f/k/a Orlando-Orange County Expressway Authority, a public instrumentality and agency of the State of Florida ("CFX") and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), an Executive Agency of the State of Florida.

RECITALS:

WHEREAS, FDOT owns and operates the Florida Turnpike system, a system of limited access toll roads; and

WHEREAS, FDOT has Project 243017-1-52-01 in the Work Program to construct three ramp movements (Ramp A1, B2, and C1) at the interchange of SR 417 and Turnpike Mainline. The project will increase the traffic operations and mobility between SR 417 and the Turnpike Mainline in the southwest area of Orange County; and

WHEREAS, CFX has the SR 417 / SR 91 (FLORIDA'S TURNPIKE) INTERCHANGE PROJECT NUMBER 417-304 within the limits of FDOT'S right of way in the construction phase; and

WHEREAS, CFX and FDOT, for the mutual benefit of the prosecution of work between adjoining CFX and FDOT projects, agree to transfer funds and contract scope from CFX contract 417-304 to FDOT contract E8N68 in the amount of $306,173.49. The pay item scope and value is defined by the spreadsheet attached hereto as "Exhibit A" - "CFX Change in Scope – revised." The transferred scope of work to be completed by FDOT is associated with restoration of Turnpike roadway and pavement following the removal of existing temporary traffic diversions, and restoration of Turnpike traffic to the normal roadway alignment. FDOT

will provide notice to CFX upon acceptable completion of the removal of the existing temporary traffic diversions installed under CFX contract 417-304; and

WHEREAS, CFX and FDOT agree to execute a Second (2^{nd}) Amendment to the original STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONSTRUCTION AGREEMENT commenced on June 1, 2013 between the agencies; and

WHEREAS, FDOT has provided CFX with plan sets for review and CFX acknowledges it has not been involved in the actual design of the project; and

WHEREAS, the FDOT hereby finds, determines, and declares that it is necessary that CFX advance to the FDOT sufficient funds to pay for the direct and indirect costs of the Project totaling $306,173.49.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, hereby agree as follows:

1. **Representations by FDOT.** FDOT makes the following representations as the basis for the undertakings on its part herein contained:

(A) FDOT has been duly created and is validly existing as an Executive Agency under the laws of the State of Florida. FDOT has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The obligations of FDOT under this Agreement are valid generally and enforceable in accordance with their terms.

(B) There is no litigation pending or, to the knowledge of FDOT, threatened with respect to this Agreement which will affect the performance FDOT of its obligations under this

Agreement.

(C) No default exists with respect to the obligations of FDOT under this Agreement, and the execution and delivery of this Agreement by FDOT do not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which FDOT is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(D) All consents, waivers, approvals and other governmental actions required to be taken in order for FDOT to enter into and fully comply with this Agreement have been received or obtained by FDOT.

2. **Representations by CFX.** CFX makes the following representations as the basis for the undertakings on its part herein contained:

(A) CFX has been duly created and is validly existing as a body politic and corporate, a public instrumentality and an agency of the State existing under the Act. CFX has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper corporate action CFX has been duly authorized to execute and deliver this Agreement. The obligations of CFX under this Agreement are valid and generally enforceable in accordance with their terms.

(B) No litigation is pending or, to the knowledge of CFX, threatened with respect to this Agreement which will affect the performance by CFX of its obligations under this Agreement.

(C) No default exists with respect to the obligations of CFX under this Agreement, and the execution and delivery by CFX of this Agreement do not constitute a violation of

applicable law or regulations or a breach of or default under any other agreement to which CFX is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(D) All consents, waivers, approvals and other governmental actions required to be taken in order for CFX to enter into and fully comply with this Agreement have been received or obtained by CFX.

3. **Recitals.** The Recitals to this Agreement are true and correct and are hereby incorporated herein by reference and made a part hereof

4. **Funding of Work.**

(A) CFX agrees that it will furnish FDOT a contribution in the amount of Three Hundred Six Thousand One Hundred Seventy Three dollars and Forty Nine cents ($306,173.49) within thirty (30) calendar days of execution of this agreement. FDOT shall be under no obligation to execute a contract modification with the construction contractor until CFX funds are received. Such amount will be used exclusively for the estimated project cost for locally funded project number 243017-1-52-02. The Department may utilize this contribution for payment of the costs of the project.

(B) If the actual cost of the project is less than the funds provided the excess will be applied to other phases on the project. FDOT shall be under no obligation to CFX to provide an accounting of funds expended by it hereunder.

(C) The payment of funds under this Locally Funded Agreement will be made directly to FDOT for deposit.

7. **Appropriations.** The obligation of FDOT to expend funds under this Agreement is contingent upon an annual appropriation by the Florida Legislature. Accordingly, pursuant to the requirements of Section 339. 135(6)(a), Florida Statutes, the following is incorporated herein:

> "FDOT, 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. FDOT shall require a statement from the comptroller of FDOT 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 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of FDOT which are for an amount in excess of $25,000 and which have a term for a period no more than 1 year."

8. **Effective Date of this Agreement**. This Agreement shall become effective on the date first above written.

9. **Counterparts**. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

10. **Provisions Separable**. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be

invalid or unenforceable in whole or in part.

11. **Amendment of Agreement**. This Agreement may only be amended by mutual agreement of FDOT and CFX expressed in writing and executed and delivered by each.

12. **Format**. 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.

13. **Notices**. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

To CFX:

_____
Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Central Florida Expressway Authority

4794 ORL Tower Road
Orlando, FL 32807
With Additional Copy to:

_____, Esq.
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

To FDOT:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

14. **Entire Agreement**. This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

15. **Binding Effect**. This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

16. **Waiver**. Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

17. **Captions**. The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

18. **Absence of Third Party Beneficiaries**. Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

19. **Other Documents**. The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided that the parties further acknowledge that certain additional actions by CFX may require approval by the Board of CFX, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the parties under this Agreement.

20. **Governing Law**. This Agreement and the interpretation of its terms shall be governed exclusively by the laws of the State of Florida. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Leon County, Florida.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, the Central Florida Expressway Authority (CFX), signing by and through its Executive Director, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its Executive Director, each duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____[Seal]
Executive Director

ATTEST: _____[Seal]
Executive Secretary

Legal Review:

BY: _____

General Counsel

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

BY: _____[Seal]
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

ATTEST: _____ [Seal]
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

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

MEMORANDUM

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

FROM: **Jere F. Daniels, Jr., Right-of-Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **November 5, 2014**

RE: **Construction Agreement between State of Florida Department of Transportation and Central Florida Expressway Authority; Central Florida Greeneway (S.R. 417) Interchange with Florida's Turnpike, Phase II; Turnpike Project Number 243017-1-52-01.**

Approval of the Construction Agreement ("Construction Agreement") between the State of Florida Department of Transportation ("FDOT") and the Central Florida Expressway Authority (the "Authority") for Phase II construction of the Central Florida Greeneway (S.R. 417) interchange with Florida's Turnpike (S.R. 91) (the "Interchange") is sought from the Central Florida Expressway Authority Board ("Board"). The approval requested is subject to the review and approval of final plans and specifications by the Authority's staff. A copy of the proposed Construction Agreement is attached for your review. The final approved plans and specifications will ultimately be attached as Exhibits A & B to the Construction Agreement.

BACKGROUND/DESCRIPTION

The Authority and the FDOT entered into a State of Florida Department of Transportation Construction Agreement, as amended by that certain First Amendment to State of Florida Department of Transportation Construction Agreement dated September 19, 2014 (as amended, the "First Construction Agreement"). The purpose of the First Construction Agreement was to facilitate and coordinate construction responsibilities between the FDOT and the Authority for adjoining projects for Phase I of the Interchange. A Second Amendment to the First Construction Agreement is currently under consideration by the Board.

Phase I construction of the Interchange is nearly complete and the commencement of Phase II construction is anticipated to commence in the near future. The purpose of the current Construction Agreement is to facilitate and coordinate construction responsibilities between the FDOT and the Authority for adjoining projects for Phase II of the Interchange.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Construction Agreement between the FDOT and the Authority and authorize execution of the Construction Agreement by the Authority, subject to the review and approval of final plans and specifications by the Authority's staff.

ATTACHMENTS

Construction Agreement (w/ Exhibits C & D).

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (this "Agreement"), is made and entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public instrumentality and agency of the State of Florida, with a business address of 4974 ORL Tower Road, Orlando, Florida 32807 (hereinafter referred to as the "CFX") and **the State of Florida, Department of Transportation**, Florida's Turnpike Enterprise, an executive agency of the State of Florida having a business address located at Florida's Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 (hereinafter referred to as the "DEPARTMENT").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, the DEPARTMENT proposes to construct certain improvements for the SR 417 / SR 91 (Florida's Turnpike) Interchange ramp systems, including without limitation, new bridge structure, new ramp terminals and roadways connecting to the Turnpike and SR 417, traffic control plan, MSE walls, retaining walls, guardrail, barriers, extension of box culverts, drainage pipes, drainage structures, fence, gates, signs, roadway lighting, intelligent transportation system adjustments, temporary works, utility adjustments and earthwork, (collectively the "Improvements") in Orange County, Florida; and;

WHEREAS, the Project is more particularly described as Improvements shown in the Contract Plans of Proposed SR 417 / Turnpike Interchange, Project Number 243017-1-52-01, within the limits of DEPARTMENT and CFX right of way (hereinafter referred to as the "Plans"), attached hereto and incorporated herein as Composite Exhibit "A" and on file with both CFX and the DEPARTMENT; and

WHEREAS, the portion of the Improvements to be constructed in CFX's right of way is shown in the Plans attached hereto and incorporated herein as Exhibit "B" (the construction of the Improvements within CFX's right of way only shall hereinafter be referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the DEPARTMENT to construct the Project, after which the Improvements, as defined herein, within CFX's right of way will be the property of CFX, and the underlying CFX right of way will remain the property of CFX, and the control and maintenance of the Improvements will be controlled by the Interchange Agreement, as amended (Maintenance Responsibilities – Exhibit D in the Interchange Agreement will be

amended to include an exhibit which shows the interim condition of Ramps A1, B2, and C1 constructed), between the Department and CFX, subject to the DEPARTMENT's rights under this Construction Agreement to construct, operate and maintain the Improvements to the extent such rights to construct, operate and maintain do not interfere with CFX's rights to improve, operate and maintain CFX's right of way. A copy of the existing Interchange Agreement is attached hereto as Exhibit "C", and a sketch of the interim maintenance responsibilities is attached hereto as Exhibit "D".

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The DEPARTMENT is authorized, subject to the conditions set forth herein, to enter CFX's right of way to perform all activities necessary for the construction of the Project, as described in Exhibit "B" attached hereto and incorporated herein, and within the scope of services, technical provisions, and special provisions set forth on Exhibit "A" attached hereto, and incorporated herein by reference.

2. The term of this Agreement shall commence on the date last signed by the parties hereto and expire on May 13, 2016, unless sooner terminated as provided herein.

3. The Project shall be designed and constructed in accordance with the latest edition at the time of approval of this agreement of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("**MUTCD**"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("**PPM**"), Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "**Florida Green Book**") and the Department Traffic Engineering Manual. The DEPARTMENT shall submit the construction plans to CFX for review and comment within a reasonable time prior to any work being commenced. Should any changes to the plans which occur within CFX's right-of-way be required during construction of the Project, the DEPARTMENT shall be required to notify CFX of the changes and receive approval from CFX prior to the changes being constructed. The DEPARTMENT will submit to CFX a schedule of shop drawing submittals. CFX will notify the DEPARTMENT of any shop drawings CFX will review. The DEPARTMENT will coordinate with CFX for input during review of those shop drawing(s). The DEPARTMENT shall maintain the area of the Project, including the Improvements, at all times during the construction. Following completion of construction and the expiration of this Agreement, the maintenance obligations of the DEPARTMENT shall be controlled by the terms of Exhibit "C", the Interchange Agreement. The DEPARTMENT shall coordinate any work needs of CFX during construction of the Project. The DEPARTMENT shall provide advance notice to and

coordinate with CFX's Maintenance staff prior to DEPARTMENT's commencement of any maintenance or repair activities during construction or thereafter in the future. The DEPARTMENT's obligations to provide maintenance within the Project area, and to provide notice to and coordination with CFX prior to commencement of any maintenance or repair activities shall survive the expiration or earlier termination of this Agreement.

4. The DEPARTMENT shall notify CFX a minimum of 48 hours before beginning construction within CFX right of way. The DEPARTMENT shall notify CFX should construction be suspended for more than 5 working days.

5. The DEPARTMENT shall ensure that contractors, and shall require its contractors to ensure all subcontractors working in connection with the Project, will possess Contractor's Public Liability Insurance providing for a limit of not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of $5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of $100,000 for all damages arising out of injury to, or destruction of, property during the policy period, naming the DEPARTMENT and CFX as additional insured and insuring the DEPARTMENT and CFX against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of DEPARTMENT's contractors and/or subcontractors, as the case may be, accessing CFX's right of way and such parties' performance within CFX's right of way. Additionally, any such contractors and subcontractors shall supply the parties with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the parties. The bond and insurance shall remain in effect until completion of construction and acceptance by CFX. Prior to commencement of the Project and on such other occasions as CFX may reasonably require, the DEPARTMENT shall provide CFX with certificates documenting that the required insurance coverage with its contractors and subcontractors is in place and effective.

6. The DEPARTMENT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the DEPARTMENT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by CFX prior to implementation. The DEPARTMENT shall regularly inspect the MOT established within the construction area to ensure conformity with the approved MOT plan. As it relates to lane closures within the CFX system, CFX is agreeable with the "Damage Recovery" (Rev 2-4-04) specification in the DEPARTMENT's contract with the

DEPARTMENT's contractor. Any and all damage recovery / user costs assessed by the DEPARTMENT from DEPARTMENT's contractor arising out of such contractor's failure to timely open Project traffic lanes within CFX's right-of-way shall be assigned to CFX and paid by DEPARTMENT or DEPARTMENT's contractor to CFX.

7. The DEPARTMENT will be responsible for ensuring that all permits that may be required by other agencies or local governmental entities are obtained; for locating all existing utilities, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The DEPARTMENT shall require each of its contractors to comply with the Sunshine State One Call procedures prior to any excavation work within the Project Area.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and the ownership of the Improvements, as defined herein, resulting from this Agreement shall be controlled by the Interchange Agreement. Neither the granting of the permission to use CFX right of way nor the placing of facilities upon CFX property shall operate to create or vest any property right to or in the DEPARTMENT, except as may otherwise be provided in separate agreements. The DEPARTMENT shall not acquire any right, title, interest or estate in CFX right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the DEPARTMENT's use, occupancy, maintenance, or possession of CFX right of way. The provisions of the paragraph shall survive the expiration or earlier termination of this Agreement.

9. The DEPARTMENT shall perform, or cause to be performed, any required testing associated with the design and construction of the project. Testing results shall be made available to CFX upon reasonable request. CFX shall have the reasonable right to perform its own independent testing during the course of the Project, at its sole expense and as coordinated with the DEPARTMENT.

10. The DEPARTMENT shall exercise the rights granted herein and shall otherwise perform this Agreement with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, and safety laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If CFX reasonably determines a condition exists which threatens the public's safety, CFX may, at its reasonable discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the DEPARTMENT.

12. All work and construction shall be completed by May 13, 2016. If construction is not completed within this time, the parties may make claims on their respective bonds. CFX may terminate this Agreement at any time without CFX liability to the DEPARTMENT in the event DEPARTMENT does not cure a material default of a provision of this Agreement within sixty (60) days after receiving CFX's written notice of the default. If the default cannot reasonably be cured within sixty (60) days, then DEPARTMENT may have additional time to complete the cure, provided the cure is commenced immediately and diligently pursued without interruption until the cure has been completed.

13. The DEPARTMENT shall be responsible to maintain and restore all features, if any, that might require relocation within CFX right of way, and that are not included in the Plans as part of the Project, at the Department's sole cost and expense.

14. The DEPARTMENT will be responsible for clean up or restoration required to correct any environmental or health concerns that may result from construction operations.

15. Upon completion of construction, the DEPARTMENT will be required to submit to CFX final as-built plans and an engineering certification that construction was completed in accordance with those plans. Prior to the termination of this Agreement, the DEPARTMENT shall remove its presence, including, but not limited to, all of the DEPARTMENT's property, machinery, and equipment from CFX right of way and, other than Improvements constructed in accordance with the Plans, the DEPARTMENT shall restore those portions of CFX right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project. All information pertinent to the installation and /or modification of CFX roadway structures will be provided to CFX for incorporation into their structures records files. This information includes, but is not limited to as-built plans, shop drawings, pile driving records, bridge load rating documents, etc.

16. If CFX reasonably determines that the Project is not completed in accordance with the provisions of this Agreement, CFX shall deliver written notification of such to the DEPARTMENT. The DEPARTMENT shall have thirty (30) days from the date of receipt of CFX's written notice, or such other time as CFX and the DEPARTMENT mutually agree to in writing, to complete the Project and provide CFX with written notice of the same (the "Notice of Completion"). If the DEPARTMENT fails to timely deliver the Notice of Completion, or if it is reasonably determined that the Project is not properly completed after receipt of the Notice of Completion, CFX, within its reasonable discretion may: 1) provide the DEPARTMENT with written authorization granting such additional time as CFX deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) in accordance with the final plans, at the DEPARTMENT's sole cost and expense, without CFX liability to the DEPARTMENT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If CFX elects to correct the deficiency(ies), CFX shall provide the DEPARTMENT with an

invoice for the reasonable actual costs incurred by CFX and the DEPARTMENT shall pay the invoice within sixty (60) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the parties at the contact information listed below.

19. The DEPARTMENT shall not cause any liens or encumbrances to attach to any portion of CFX's right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

21. Neither party may assign, pledge, or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing herein shall prevent the DEPARTMENT from delegating its duties hereunder, but such delegation shall not release the DEPARTMENT from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby, except for the agreements of the parties contained in Exhibit "C," the Interchange Agreement.

24. By their signatures below, the parties hereby acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The DEPARTMENT shall ensure all of its contractors providing services hereunder promptly indemnify, defend, save and hold harmless CFX and all of CFX's officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to services to be provided pursuant to this Agreement or any breach of this Agreement caused by such contractors including, without limitation, performance of the Project within CFX's right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by any DEPARTMENT contractor and such contractors' respective officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the DEPARTMENT, or any of its contractors or the respective officers, agents, employees or representatives of each will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of CFX or any of its officers, agents or employees. The DEPARTMENT shall notify CFX in writing immediately upon becoming aware of such liabilities. The DEPARTMENT's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities given by any DEPARTMENT contractor in connection with the Project shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect CFX and such insurance coverage shall not be deemed a limitation of the indemnities to CFX set forth in this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

30. The DEPARTMENT shall expressly require any contractors or subcontractor performing work or providing services to utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the contract term.

31. The DEPARTMENT shall ensure and cause the Improvements constructed within CFX right-of-way, as a part of the work shown on Exhibit "A" attached hereto, to be maintained at all times during construction and following completion of the Project. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

CONTACT INFORMATION

To CFX:

_____
Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807
With Additional Copy to:

_____, Esq.
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

To Department:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

IN WITNESS WHEREOF, CFX and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____[Seal]
PRINTED NAME:_____
TITLE:_____

DATE:_____, 2014

ATTEST: _____[Seal]
Executive Secretary

Legal Review:

BY: _____

General Counsel

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

BY: _____[Seal]
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

DATE:_____, 2014

ATTEST: _____ [Seal]
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

EXHIBIT A

FPID 243017-1-52-01

PROPOSED SR 417 / TURNPIKE INTERCHANGE PLANS

[TO BE PROVIDED BY DEPARTMENT]

EXHIBIT B

FPID 243017-1-52-01

PROPOSED SR 417 / TURNPIKE INTERCHANGE PLANS

WITHIN CFX RIGHT OF WAY ONLY

[TO BE PROVIDED BY DEPARTMENT]

EXHIBIT C

EXECUTED INTERCHANGE AGREEMENT

AGREEMENT BETWEEN THE FLORIDA TURNPIKE ENTERPRISE AND THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY FOR THE CENTRAL FLORIDA GREENEWAY (S.R. 417) INTERCHANGE WITH FLORIDA'S TURNPIKE

This Agreement is made and entered into this 1st day of July, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate agency of the State of Florida, its successors and assigns (hereinafter referred to as the "AUTHORITY") and FLORIDA'S TURNPIKE ENTERPRISE, a state agency of the State of Florida, its successors and assigns (hereinafter referred to as "FTE").

WHEREAS, FTE owns and operates the Turnpike System, a system of limited access toll roads including Florida's Turnpike (S.R. 91); and

WHEREAS, the AUTHORITY operates the Orlando-Orange County Expressway System, a system of limited access toll roads; and

WHEREAS, pursuant to Chapter 348, Florida Statutes, the AUTHORITY has constructed the Central Florida Greenway (S.R. 417), as part of the Orlando-Orange County Expressway System; and

WHEREAS, FTE and the Authority have envisioned an interchange between S.R. 91 and S.R. 417 (the "Interchange" or "Interchange Project")(see Location Map attached as Exhibit "A") to benefit the traveling public and facilitate the interconnection of the FTE's Turnpike System with the AUTHORITY's Expressway System; and

WHEREAS, the Interchange is the subject of FTE's Project Concept Report for the S.R. 417 Interchange dated January 2002; and

WHEREAS, the AUTHORITY is willing to contribute to the development of the Interchange as more fully described herein; and

WHEREAS, as part of its contribution, the AUTHORITY is willing to design, bid and construct a ramp from southbound S.R. 417 to southbound S.R. 91, a ramp from northbound S.R. 91 to northbound S.R. 417 and associated stormwater ponds and facilities (the "Authority Ramps"); and

WHEREAS, the AUTHORITY will be constructing the Authority Ramps including certain parts of the Authority Ramps which will be on the Turnpike System in order to coordinate construction of the intersection between the two (2) limited access facilities; and

WHEREAS, the AUTHORITY and FTE desire to formalize the terms and conditions for the maintenance and repair of the roadways, bridges, interchange ramps, storm water ponds and

utilities related to the Interchange (sometimes collectively referred to herein as the "Facilities").

NOW THEREFORE, in consideration of the mutual benefits and conditions, promises and covenants hereinafter set forth, and for other good and valuable consideration acknowledged hereto by the parties, the parties agree as follows:

1. **The Authority's Contribution and Construction of Portions of the Interchange.** The AUTHORITY agrees to design, bid and construct the Authority Ramps (Ramp B1 and Ramp D2 as depicted for demonstrative purposes only on the single line diagram attached hereto as Exhibit "B") and upon completion shall cause all portions of the Authority Ramps constructed on FTE's right of way to be turned over to FTE, to be owned, operated and maintained as part of the Turnpike System. The cost and expenses of design, bid and construction of the Authority Ramps shall be borne by the AUTHORITY.

As part of its contribution, the AUTHORITY has created and the FTE has approved a preliminary design of the entire Interchange to establish the geometry and connections of the Interchange components. The preliminary design of the Interchange is substantially in the location and configuration identified in Exhibit "B" attached to this Agreement.

A. **Design**. The Interchange Project has been designed and will be constructed in accordance with FTE and the AUTHORITY's Construction Agreement for Interchange Project # 417-304, dated _____, 2013.

B. **Right of Way**. All Interchange right of way shall remain in its current ownership structure and the parties shall continue to own their respective right of way. Upon completion, all portions of the Authority Ramps constructed on FTE right of way will be turned over to FTE, to be owned, operated and maintained as part of the Turnpike System.

C. **Lighting.** As part of its design and construction of the Authority Ramps, the AUTHORITY has included lighting and has coordinated the provision of power and metering to the lighting. Upon completion of construction, the lighting that is located on FTE's right of way will be turned over to FTE as part of the Facilities to be owned, operated and maintained as part of the Turnpike System. The power and metering of the lighting will include independent load centers that allow operation and maintenance of the lighting to match the maintenance limits of the Interchange.

D. **Environmental Permitting.** The Interchange is a named project in the Central Florida Beltway Mitigation Act and as such the Department of Environmental Protection credits have already been identified as being available to this project. For the purpose of the AUTHORITY's design, bidding and construction of the Authority Ramps, the AUTHORITY agrees to be the named permittee for the necessary permits related to the Interchange. The AUTHORITY will be responsible for the development, application, completion and cost of the permits for the Authority Ramps.

E. **Warranties**. The AUTHORITY shall be responsible to cause and enforce warranties that all materials used in the project shall be new and that work will be of good quality and free from faults or defects in design, material or workmanship. For a period of 1 year after opening of traffic to the Interchange, the AUTHORITY shall be responsible for removing and correcting all faults or defects in design, material and workmanship within a reasonable time after written notice. The provisions of this section will not be enforced if such faults or defects are determined to occur as a result of "Acts of God" or "Force Majeure." For latent defects discovered 1 year after the Interchange opens for traffic, each party will be responsible for prosecuting their own claims to recover for the defects that implicate their portions of the project. The AUTHORITY will provide any assignments of claims to FTE if necessary or for FTE to prosecute any claims related to latent defects.

F. **Inspection Prior to Acceptance/Quality Assurance**. At a time mutually acceptable to the parties, but at a minimum 30 days prior to the transfer of the portion of the Authority Ramps on FTE's right of way to FTE, FTE will conduct an inspection of the Authority Ramps. If upon inspection, it is determined that the Authority Ramps were not constructed in accordance with the approved plans and specifications including any changes thereof approved by FTE during construction, or the Authority Ramps are in need of repairs, the AUTHORITY will make any necessary changes or repairs at the AUTHORITY'S expense to conform the Authority Ramps to the approved plans and specifications.

2. **Post Construction Responsibilities**.

A. **Stormwater Facilities**. The Interchange has been designed with common stormwater ponds serving both FTE's and the AUTHORITY's portions of the Interchange. The parties agree that the parties will execute a Joint Use Pond Agreement in substantially the same form as Exhibit "C" attached hereto. Stormwater treatment will be limited to the Interchange area and adjacent FTE Mainline area only.

B. **Maintenance, Repair and Operation of Facilities.** Pursuant to the provisions of Section 335.0415 and Section 337.29, Florida Statutes, the allocation of maintenance responsibilities between the AUTHORITY and FTE as to the Facilities is set forth on Exhibit "D" attached hereto. The party allocated such maintenance responsibility therein is referred to in this Paragraph as the "Responsible Party." The Responsible Party shall, at the Responsible Party's sole cost and expense, operate, maintain, repair and replace as needed, from time to time, to keep the Facilities allocated to such Responsible Party in good and workmanlike condition and repair in accordance with the Responsible Party's operational standards and guidelines. Without limiting the foregoing, FTE shall be responsible for mowing and maintenance of all turf and landscaping within the non-hatched limited access right of way of the interchange as described in Exhibit "D" to the Interchange Agreement and as shown in Exhibits "B" and "C" to the Joint Use Pond Agreement.

In performing such operation, maintenance, repair or replacement, the Responsible Party shall not damage or interfere with the operation of those facilities allocated to the other party

herein. The AUTHORITY and FTE hereby grant each to the other all such licenses and rights of access reasonably necessary to allow the Responsible Party to perform maintenance, repair or replacement of the Facilities allocated to the Responsible Party, including, without limitation, the right to enter upon the property of the granting party for the purpose of maintenance, repair or replacement of such Facilities; provided, however, the Responsible Party shall exercise such rights at reasonable times and in a reasonable manner, so as to avoid, to the extent reasonably practicable, any disruption of or interference with the quiet enjoyment of the granting party's property. If the Responsible Party causes any damage to the Facilities or property of the granting party, the Responsible Party, at its cost and expense, shall promptly repair such damage.

3. **Notices/Service of Process**. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when hand-delivered, mailed by registered or certified mail, postage prepaid, return receipt required, or overnight courier service with guaranteed next day delivery to the parties at the following addresses:

To FTE:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

To the AUTHORITY:

Max D. Crumit, P.E.
Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Orlando-Orange County Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

With Additional Copy to:

Robert L. Simon, Jr., Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

Either of the above parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other, designation of further or different addresses shall be deemed given on the date such notice is delivered by hand by national receipted overnight delivery service (e.g. Federal Express) or three days after the date mailed in the United States Mail, return receipt requested.

4. **Jurisdiction and Venue**. The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state or local, and further agree that exclusive venue shall lie in Leon County, Florida.

5. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Counterparts**. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. **Public Records Law**. The parties shall allow public access to all documents, papers, letters or other materials made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, Florida Statutes.

8. **No Contingent Fees**. The parties warrant that they have not employed or obtained any company or person, other than their respective bona fide employees to solicit or to secure this Agreement and that they have not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees to solicit or secure this Agreement.

9. **Applicable Law**.

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

B. The AUTHORITY agrees to administer the Interchange in accordance with the laws which govern FTE, including but not limited to Chapters 287 and 337, Florida Statutes.

10. **Modifications, Amendments, or Alterations**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. **Assignment**. This agreement may not be assigned without the written consent of the parties.

12. **Recordation**. This Agreement may be recorded in the Official Records of Orange County.

IN WITNESS WHEREOF, the parties have caused these present to be executed the day and year first above written.

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

BY: _____
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

ATTEST: _____
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

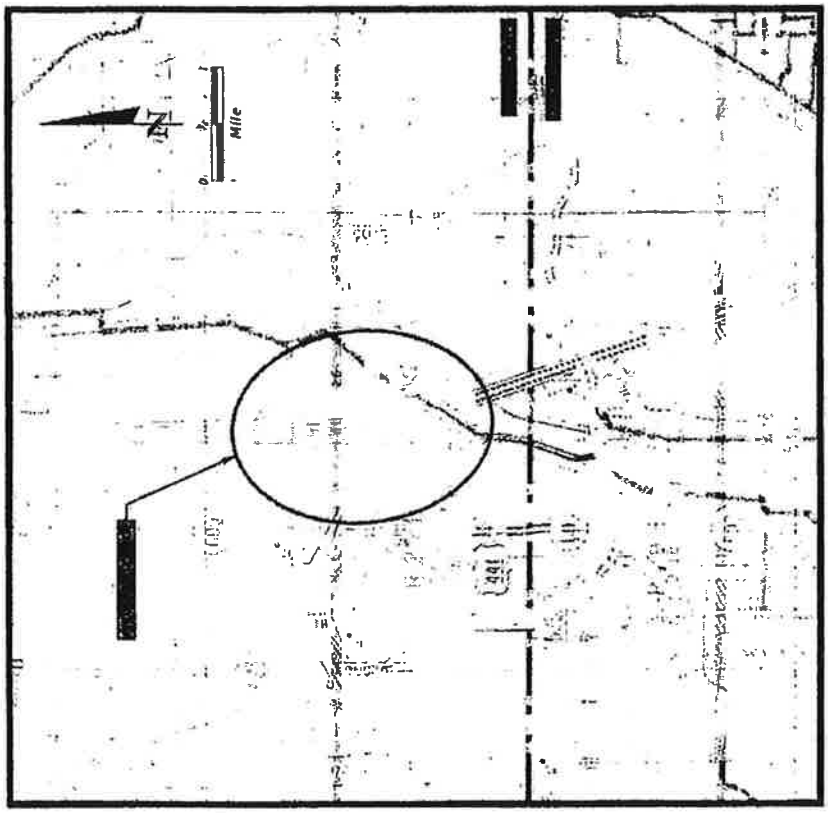
ORLANDO-ORANGE COUNTY **EXPRESSWAY AUTHORITY**

BY: _____
Executive Director

ATTEST: _____
Executive Secretary

Legal Review:

BY: _____
General Counsel



LOCATION MAP

EXHIBIT "A"
to Interchange Agreement

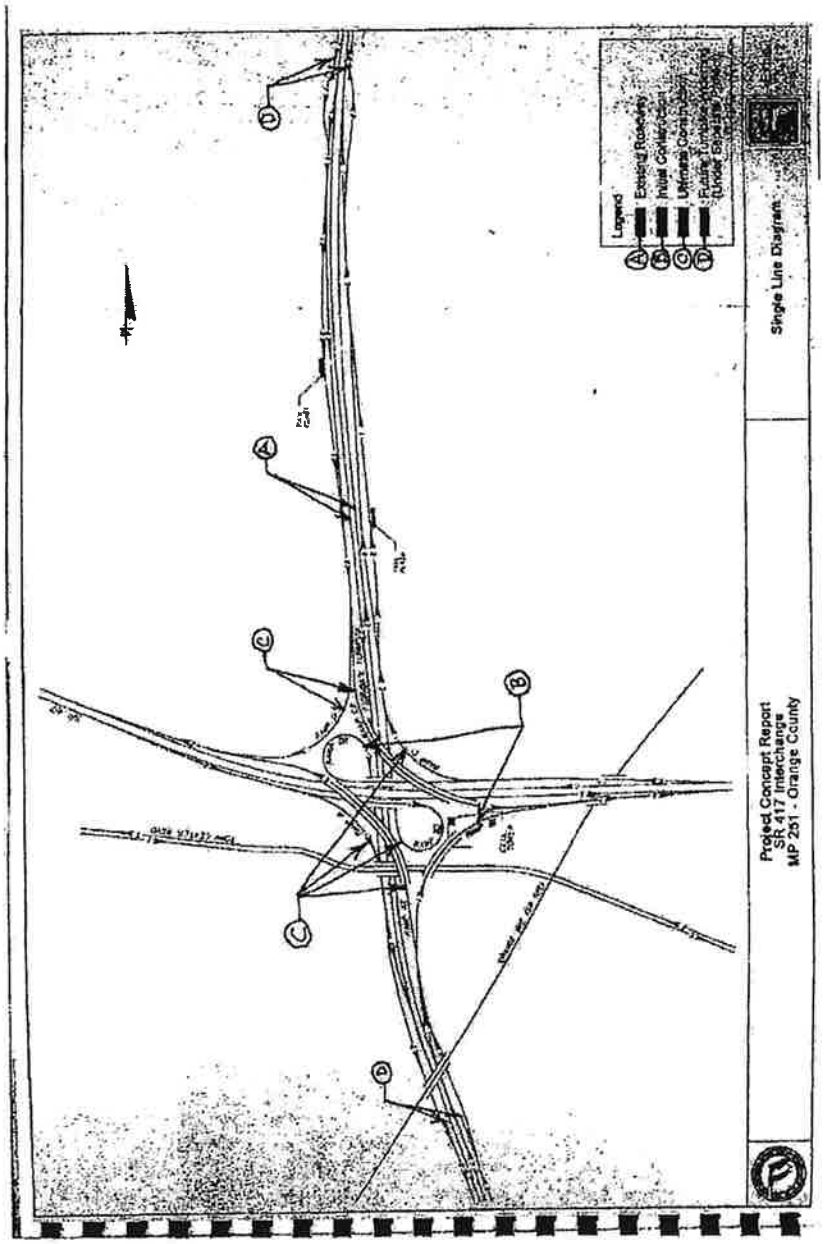


EXHIBIT "B"

to Interchange Agreement

This Document Prepared By and Should Be Returned To:

Robert L. Simon, Jr., Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880

JOINT USE POND AGREEMENT

THIS JOINT USE POND AGREEMENT is executed this 6th day of July, 2013, by **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida (the "OOCEA"), and **FLORIDA'S TURNPIKE ENTERPRISE**, a state agency of the State of Florida, its successors and assigns ("FTE") (the OOCEA and FTE may hereinafter be collectively referred to as the "Parties").

RECITALS:

In connection with the construction of an interchange between S.R. 91 and S.R. 417 (the "Interchange"), OOCEA constructed (or is constructing) storm water retention ponds occupying real property owned by the OOCEA and the FTE, as generally depicted on Exhibit "A" attached hereto and made a part hereof (the "Joint Use Ponds"); and

OOCEA owns and is utilizing Pond 5 for Central Florida Greenway (S.R. 417) and Interchange drainage and to accommodate drainage from portions of the Interchange owned and maintained by the FTE; and

FTE owns (or will own) and is utilizing Ponds 1, 4A, 4B, 4C, 6 and 7 for S.R. 91 and Interchange drainage and to accommodate drainage from portions of the Interchange owned and maintained by the OOCEA; and

The FTE and the OOCEA desire to obtain from, and grant licenses to each other for the joint use of the Joint Use Ponds as described below; and

The Parties have made and entered into this Joint Use Pond Agreement (the "Agreement") to grant the licenses contemplated herein subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, and the covenants and promises of the Parties hereto, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Agreement are true and correct and are incorporated herein by this reference.

2. **OOCEA Grant of License to FTE**. OOCEA hereby grants to FTE, its successors, and assigns, and its employees, contractors, and agents, a limited, perpetual, non-exclusive license to discharge storm water from the limited access right-of-way of Florida's Turnpike (S.R. 91) Ramp D1 and Ramp A2 into OOCEA Pond 5. The license granted herein is only for storm water originating from Ramp D1 and Ramp A2 of the Interchange and for no other purpose(s) without the express written consent of the OOCEA. The amount of such storm water discharge shall be limited to that generated by Ramp D1 and Ramp A2 of the Interchange. Nothing herein shall grant FTE, the general public, or the owner or occupant of any lands any right, easement, or privilege in or use of OOCEA Pond 5 other than the limited license specifically granted to FTE as set forth herein. Notwithstanding anything herein to the contrary, the OOCEA retains the right to reasonably reshape, reconstruct, renovate, or otherwise modify OOCEA Pond 5 so long as FTE's ability to discharge storm water to the OOCEA Pond 5 under the terms of this Agreement is not disrupted. FTE shall be responsible, at its expense, for damage resulting from the negligent acts or omissions of FTE or its agents in the exercise of the license granted to FTE herein. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver by FTE of its sovereign immunity protections under Section 768.28, Florida Statutes.

3. **FTE Grant of License to OOCEA**. FTE hereby grants to OOCEA, its successors, and assigns, and its employees, contractors, and agents, a limited, perpetual, non-exclusive license to discharge storm water from the limited access right-of-way of the Central Florida Greenway (S.R. 417) Mainline and portions of Ramp A1, Ramp A2, Ramp B1, Ramp B2, Ramp C1, Ramp C2, Ramp D1, and Ramp D2 into FTE Ponds 1, 4A, 4B, 4C, 6 and 7. The license granted herein is only for storm water originating from S.R. 417 Mainline and portions of Ramp A1, Ramp A2, Ramp B1, Ramp B2, Ramp C1, Ramp C2, Ramp D1, and Ramp D2 of the Interchange and for no other purpose(s) without the express written consent of the FTE. The amount of such storm water discharge shall be limited to that generated by S.R. 417 Mainline and portions of Ramp A1, Ramp A2, Ramp B1, Ramp B2, Ramp C1, Ramp C2, Ramp D1, and Ramp D2 of the Interchange. Nothing herein shall grant OOCEA, the general public, or the owner or occupant of any lands any right, easement, or privilege in or use of FTE Ponds 1, 4A, 4B, 4C, 6 and 7 other than the limited license specifically granted to OOCEA as set forth herein. Notwithstanding anything herein to the contrary, the FTE retains the right to reasonably reshape, reconstruct, renovate, or otherwise modify FTE Ponds 1, 4A, 4B, 4C, 6 and 7 so long as OOCEA's ability to discharge storm water to the FTE Ponds 1, 4A, 4B, 4C, 6 and 7 under the terms of this Agreement is not disrupted. The OOCEA shall be responsible, at its expense, for damage resulting from the negligent acts or omissions of OOCEA or its agents in the exercise of the license granted to OOCEA herein. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver by OOCEA of its sovereign immunity protections under Section 768.28, Florida Statutes.

4. **Interim Maintenance Responsibilities**. During the development of the Interchange (the "Interim Phase"), the OOCEA shall maintain, at its expense, the portions of the interchange as generally depicted on Exhibit "B" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Otherwise, FTE, at its expense, shall maintain, repair, and replace, as necessary, all portions of Interchange lying outside the area depicted on Exhibit "B" so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Each party is responsible for their contributing storm water, conveyance and associated appurtenances, including, but not limited to the pipes, inlets and discharge points into the Joint Use Ponds.

5. **Ultimate Maintenance Responsibilities**. At the completion of development of the Interchange (the "Ultimate Phase"), the OOCEA shall maintain, at its expense, the portions

of the interchange as generally depicted on Exhibit "C" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Each party is responsible for their contributing storm water, conveyance and associated appurtenances, including, but not limited to the pipes, inlets and discharge points into the Joint Use Ponds. Otherwise FTE, at its expense, shall maintain, repair, and replace, as necessary, all portions of Interchange lying outside the area depicted on Exhibit "C" so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements.

Neither the FTE nor the OOCEA shall have an obligation to maintain any portion of the other's storm water drainage system unless there is a failure to maintain the storm water drainage system and therefore the FTE or OOCEA is entitled to do so to assure the functionality of its own drainage system.

6. **Permits and Compliance**. FTE agrees that all storm water discharges which are the subject of the license granted above shall comply with all applicable local, state, or Federal code, law, statute, rule, or requirement, including but not limited to the terms and conditions of that certain Environmental Resources Permit (the "ERP") bearing Florida Department of Environmental Protection (the "FDEP") File No. 48-0317167-001. Furthermore, FTE shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or Federal code, law, statute, rule or requirement to be discharged or released into or upon the OOCEA Pond 5.

OOCEA agrees that all storm water discharges which are the subject of the license granted above shall comply with all applicable local, state, or Federal code, law, statute, rule, or requirement, including but not limited to the terms and conditions of that certain Environmental Resources Permit (the "ERP") bearing Florida Department of Environmental Protection (the "FDEP") File No. 48-0317167-001. Furthermore, OOCEA shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or Federal code, law, statute, rule or requirement to be discharged or released into or upon the FTE Ponds 1, 4A, 4B, 4C, 6 and 7.

In the event of an accident or emergency that creates, or may create a hazardous condition under any local, state, or Federal code, law, statute, rule or requirement, either the FTE or the OOCEA may initiate repairs, clean up or remediation to and on the other party's storm water drainage system to limit or eliminate the hazardous condition. The party doing the repairs, clean up or remediation to or on the other party's storm water drainage system is entitled to reimbursement for the cost of the repairs, clean up or remediation undertaken on the portions of the interchange lying outside of their ultimate maintenance responsibility limits as generally depicted on Exhibit "C."

The OOCEA and FTE hereby grant each to the other all such licenses and rights of access reasonably necessary to allow the other party to initiate repairs, clean up or remediation to and on the other party's storm water drainage system to limit or eliminate a hazardous condition, including, without limitation, the right to enter upon the other's property.

7. **Modification.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto.

8. **Successors and Assigns.** All obligations of the Parties hereunder shall be

binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only enforceable against the Parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder, as to the property conveyed, for any breach of this Agreement, or claim arising under this Agreement, accruing after the date of such conveyance. The license set forth in this Agreement shall be perpetual.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

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

To FTE:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

To the OOCEA:

Max D. Crumit, P.E.
Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Orlando-Orange County Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

With Additional Copy to:

Robert L. Simon, Jr., Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

11. **Recordation.** This Agreement may be recorded in the Official Records of Orange County.

12. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the latter of the dates when each of the Parties has properly executed this Agreement as determined by the dates set forth immediately below their respective signatures.

IN WITNESS WHEREOF, the OOCEA and FTE have signed and sealed these presents effective as of the day and year first above written.

"OOCEA"

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

By: _____
Executive Director

APPROVED AS TO FORM AND FOR EXECUTION BY A SIGNATORY OF THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Legal Counsel: Winderweedle, Haines, Ward & Woodman, P.A.

By: _____

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared Joseph A Berenis, as Deputy Exec Dir. ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, who is personally known to me, or provided _____ as identification, and that he acknowledged executing the same on behalf of the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in me by the State of Florida.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of July, 2013.

DARLEEN MAZZILLO
Notary Public - State of Florida
My Comm. Expires Mar 25, 2017
Commission # EE 879488
Bonded Through National Notary Assn.

Darleen Mazzillo
(Signature of Notary Public)
Darleen Mazzillo
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. EE 879488
My commission expires: 3/25/17

"FTE"

FLORIDA'S TURNPIKE ENTERPRISE

BY: _____
Executive Director & Chief Executive Officer,
Florida's Turnpike Enterprise

ATTEST: _____
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared DIANE SCACCETTI, as District Secretary, FLORIDA'S TURNPIKE ENTERPRISE, who is personally known to me, or provided _____ as identification, and that he acknowledged executing the same on behalf of FLORIDA'S TURNPIKE ENTERPRISE, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in me by the State of Florida.

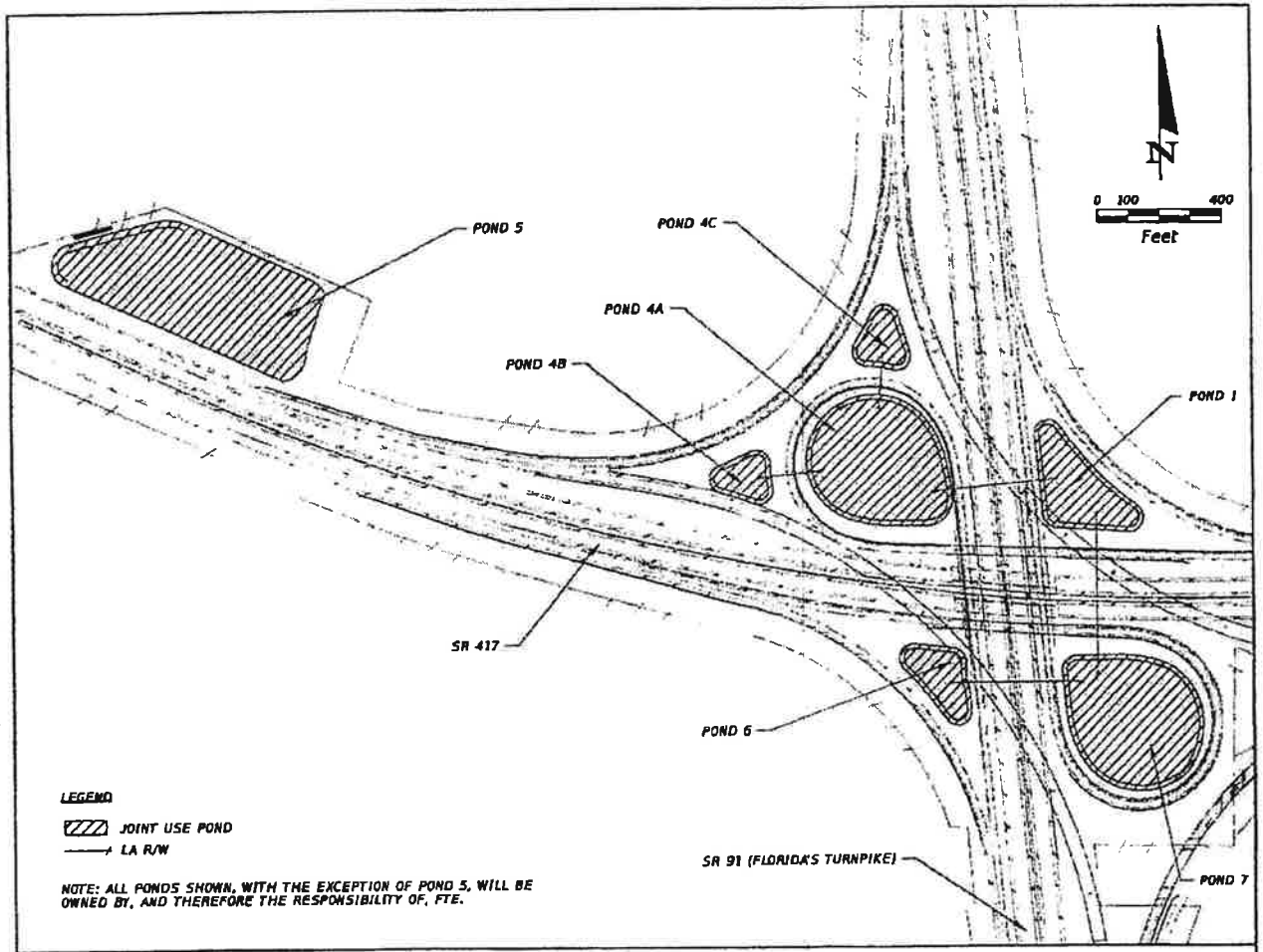
WITNESS my hand and official seal in the County and State last aforesaid this 9th day of July, 2013.

E. M. DECKER
NY COMMISSION # EE 219662
EXPIRES: June 28, 2016
Bonded Thru Notary Public Underwriters

_____
(Signature of Notary Public)

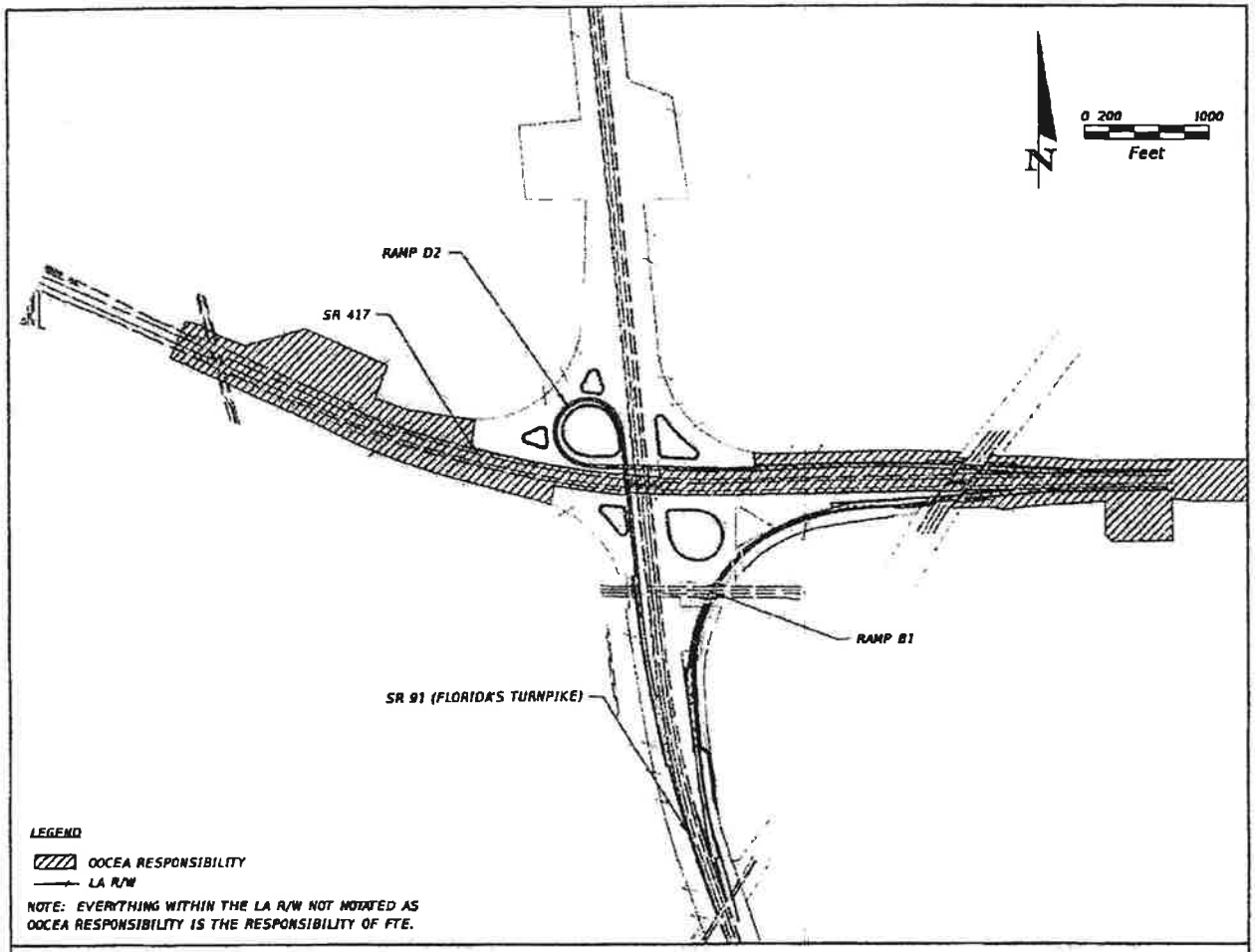
_____
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No._____
My commission expires:_____

EXHIBIT "A" to Joint Use Pond Agreement



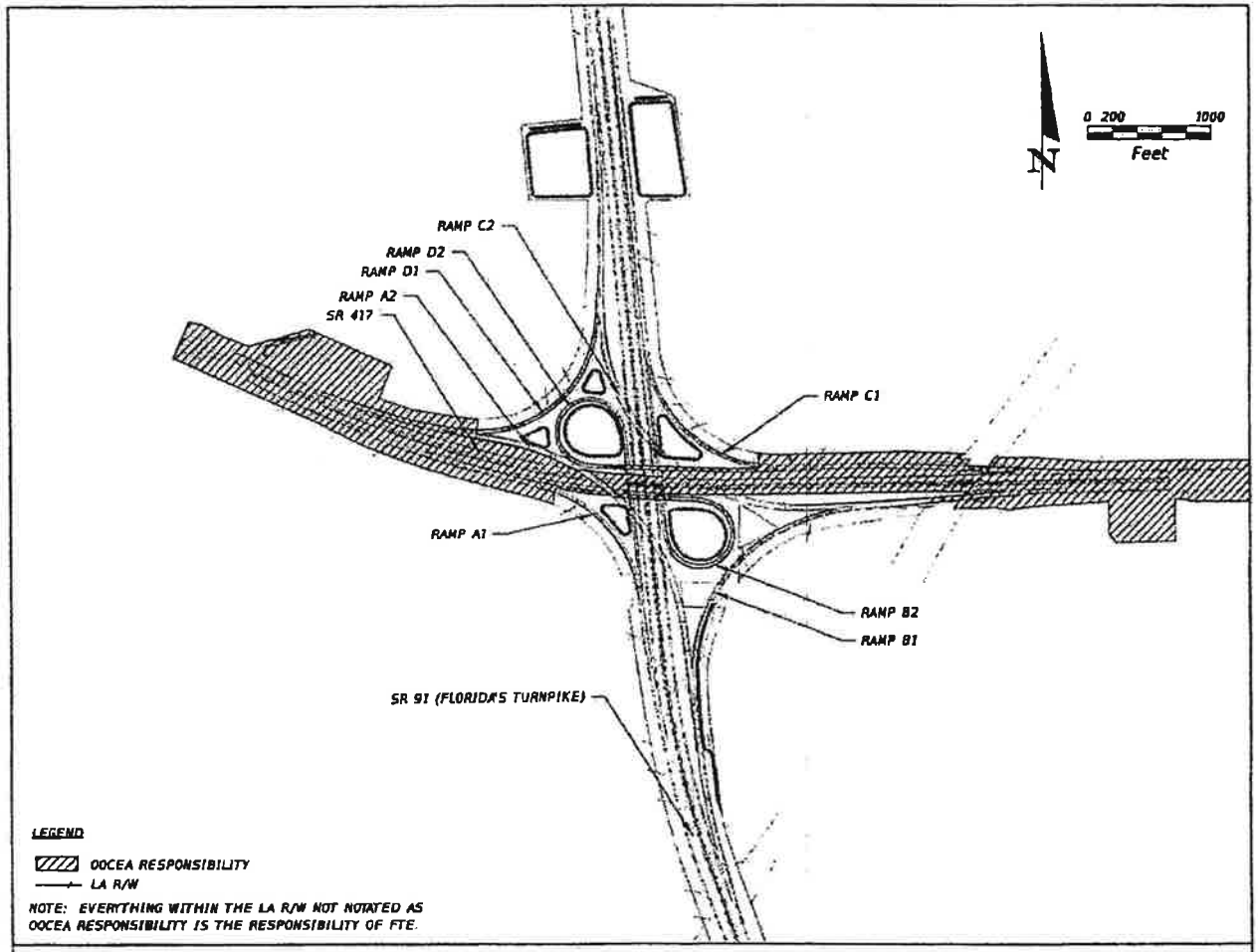
JOINT USE PONDS

EXHIBIT "B" to Joint Use Pond Agreement



INTERIM MAINTENANCE RESPONSIBILITIES

EXHIBIT "C" to Joint Use Pond Agreement



ULTIMATE MAINTENANCE RESPONSIBILITIES

Maintenance Responsibilities

1. **Interim Maintenance Responsibilities**. During the development of the Interchange (the "Interim Phase"), the OOCEA shall maintain, at its expense, the portions of the interchange as generally depicted on Sketch "1" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Otherwise, FTE, at its expense, shall maintain, repair, and replace, as necessary, all portions of Interchange lying outside the area depicted on Sketch "1" so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements.

2. **Ultimate Maintenance Responsibilities**. At the completion of development of the Interchange (the "Ultimate Phase"), each party shall maintain, at its expense, the portions of the interchange as generally depicted described in Section 3 below and generally depicted on Sketch "2" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements.

3. **Roadways and Bridges**

(a) FTE Responsibilities

FTE shall be responsible for all pavement, bridges, approach slabs, drainage (including cross drains, inlets, storm sewers to ponds and ditches), retaining walls, guardrail, attenuators, grassing, slopes, regulatory signs, guide signs including sign structures, roadway lighting etc. associated with the following ramps and limits described below:

(i) Ramp A1

From the gore at Ramp B2 to the gore at Ramp D2

(ii) Ramp A2

From the Turnpike mainline to the gore at Ramp D1; including the flyover bridge over Town Center Boulevard, Turnpike mainline and SR 417

(iii) Ramp B1 (interim)

From the Turnpike mainline to the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue; including bridge(s) over Town Center Boulevard and Cell Tower Access Road

(iv) Ramp B1 (ultimate)

From the gore at Ramp A2 to the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue; including bridge(s) over Town Center Boulevard and Cell Tower Access Road

(v) Ramp B2

From the eastern limits of the east approach slab for Ramp B2 bridge over Turnpike mainline to the gore at Ramp C1

(vi) Ramp C1

From the gore at Ramp D2 to the Turnpike mainline

(vii) Ramp C2

From the Turnpike mainline to the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue; including the flyover bridge over Turnpike Mainline and SR 417

(viii) Ramp D1

From the gore at Ramp C2 to the gore at Ramp A2

(ix) Ramp D2

From the western limits of the west approach slab for Ramp D2 bridge over Turnpike mainline to the Turnpike mainline

(b) Authority Responsibilities

The Authority shall be responsible for all pavement, bridges, approach slabs, drainage (including cross drains, inlets, storm sewers to ponds and ditches), retaining walls, guardrail, attenuators, grassing, slopes, regulatory signs, guide signs including sign structures, roadway lighting etc. associated with the following ramps and limits described below:

(i) Ramp A2

From the gore at Ramp D1 to SR 417

(ii) Ramp B1

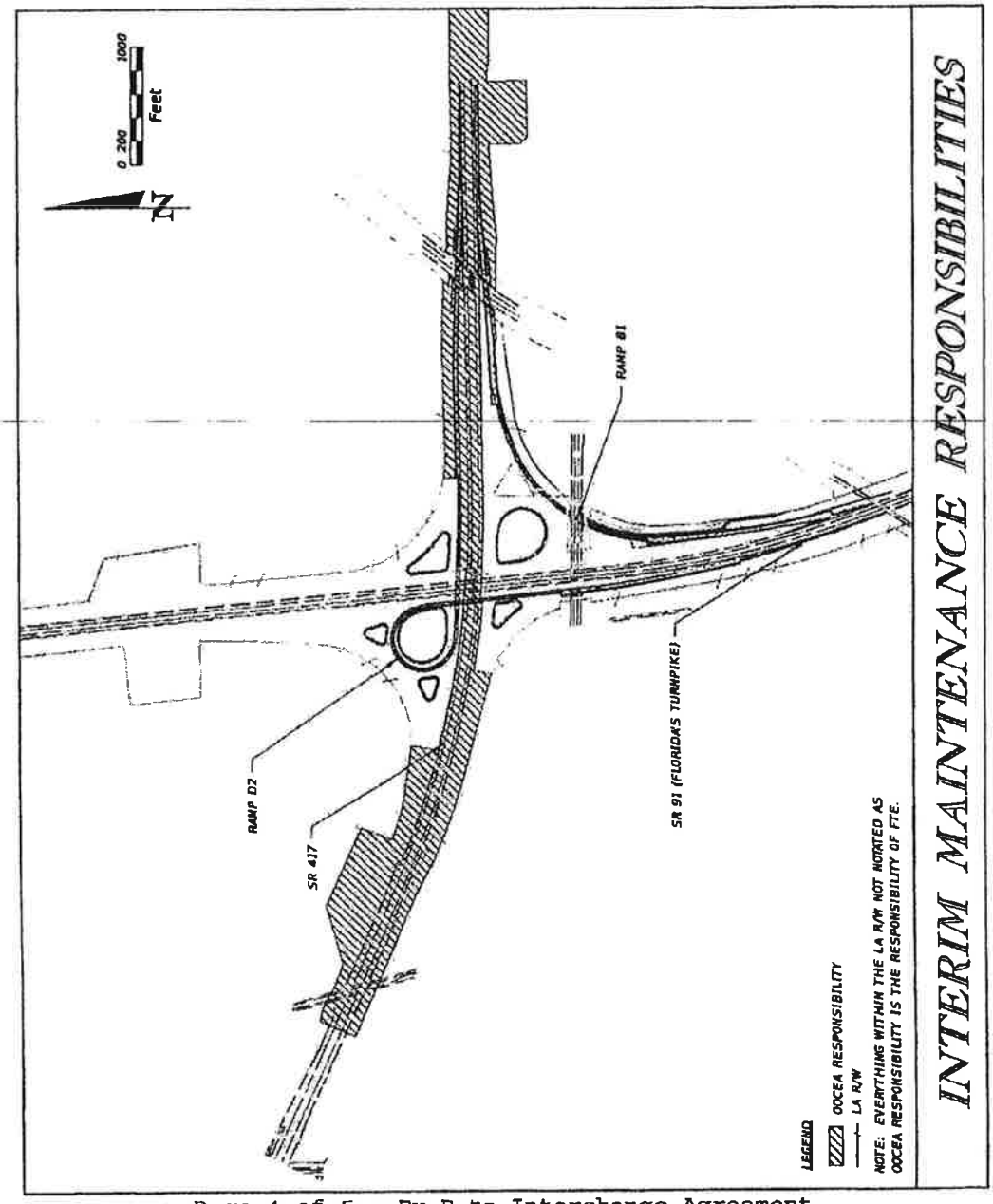
From the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue to SR 417; including bridge over Orange Avenue

(iii) Ramp B2

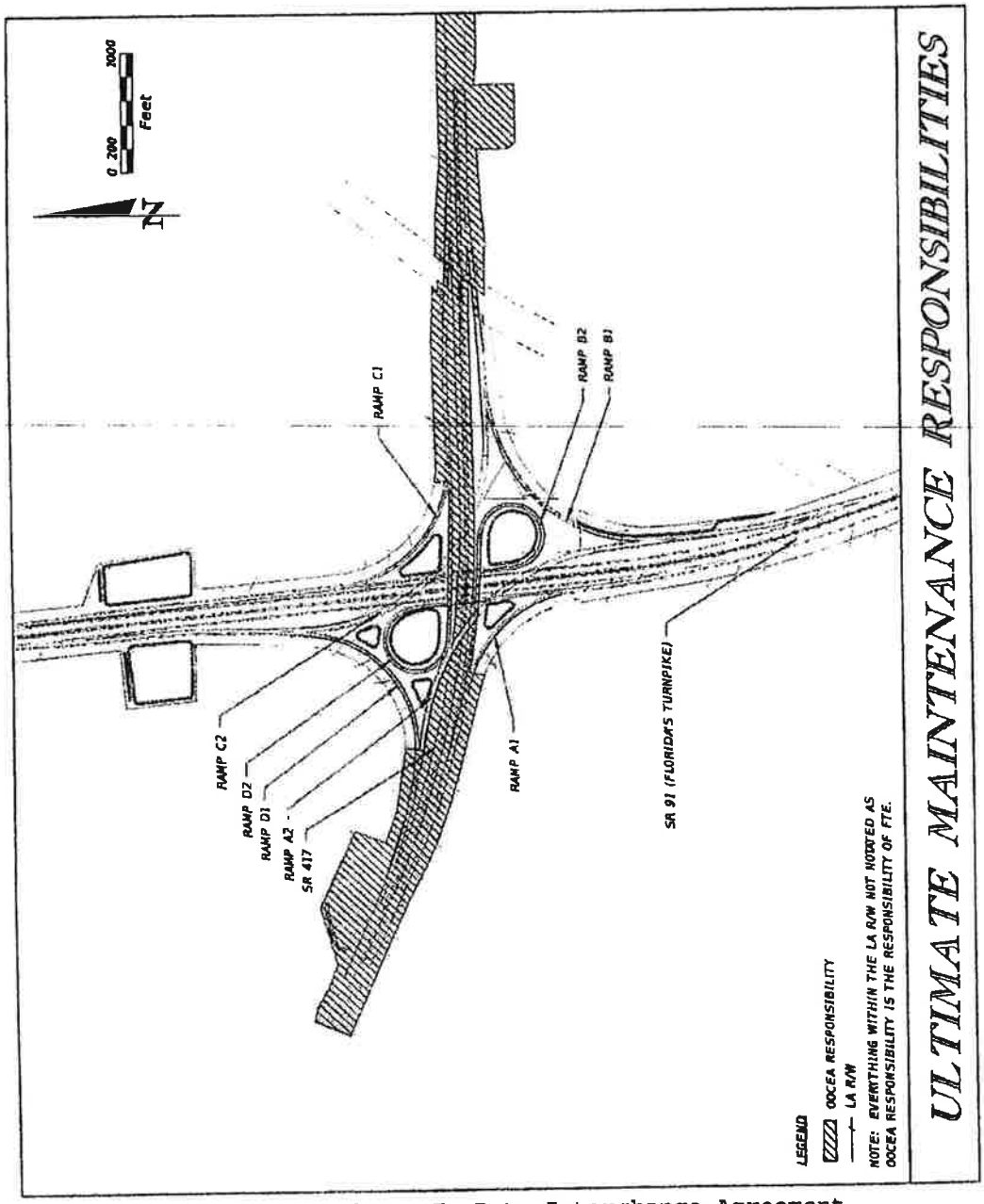
From the gore at SR 417 to the eastern limits of the east approach slab for Ramp B2 bridge over Turnpike mainline; including bridge over Turnpike mainline

(iv) Ramp D2

From SR 417 to the western limits of the west approach slab for Ramp D2 bridge over Turnpike mainline; including bridge over Orange Avenue and bridge over Turnpike mainline


0 200 1000
Feet
N
RAMP 81
RAMP D2
SR 417
SR 91 (FLORIDAS TURNPIKE)
LEGEND
OOCEA RESPONSIBILITY
LA R/W
NOTE: EVERYTHING WITHIN THE LA R/W NOT NOTATED AS OOCEA RESPONSIBILITY IS THE RESPONSIBILITY OF FTE.
INTERIM MAINTENANCE RESPONSIBILITIES

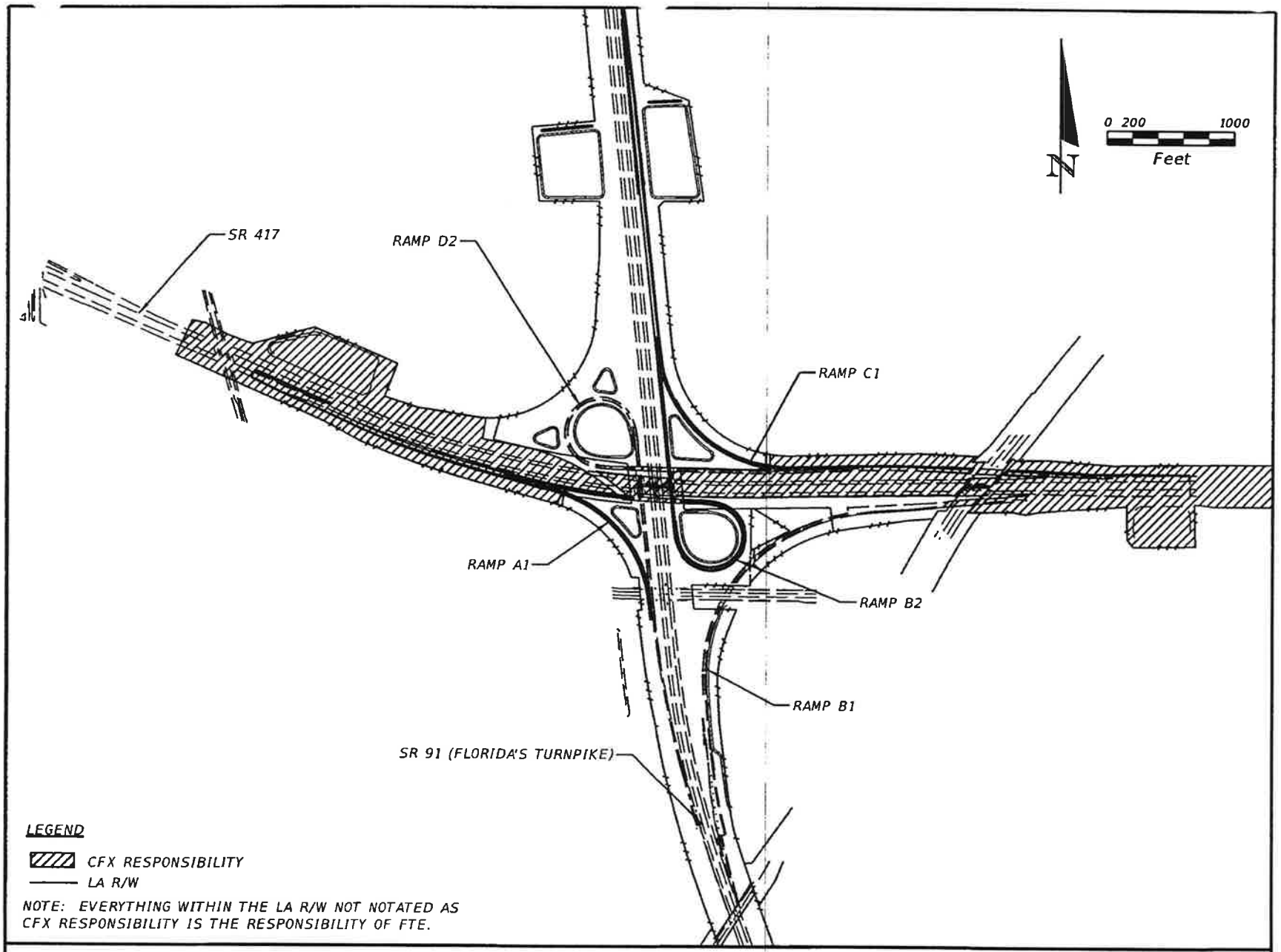
Sketch 1


ULTIMATE MAINTENANCE RESPONSIBILITIES
0 200 1000
Feet
N
RAMP C1
RAMP B2
RAMP B1
RAMP C2
RAMP D2
RAMP D1
RAMP A2
SR 417
RAMP A1
SR 91 (FLORIDA'S TURNPIKE)
LEGEND
OOCEA RESPONSIBILITY
LA R/W
NOTE: EVERYTHING WITHIN THE LA R/W NOT NOTED AS OOCEA RESPONSIBILITY IS THE RESPONSIBILITY OF FTE.

Sketch 2

EXHIBIT D

Sketch of Interim Maintenance Responsibilities



INTERIM PHASE 1A MAINTENANCE RESPONSIBILITIES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Approval of Supplemental Agreement No. 3
URS Corporation Southern for
S.R. 408/S.R. 417 Ultimate Interchange Improvements
Project No. 253F; Contract No. 000818

Board approval is requested for the referenced supplemental agreement with URS Corporation Southern in the amount of $259,048.79.

In June 2013, the design effort for Project No. 253F (S.R. 408/S.R. 417 Ultimate Interchange Improvements) was put on hold at the 100% plans stage awaiting funding to move forward into the construction phase. The FY 2015 to FY 2019 Five-Year Work Plan (adopted in September 2014) includes funding for a phased construction approach for this project.

The scope of work contemplated in this supplemental agreement consists of preparation of a Phase 1 bid set of design documents from the previous 100% set of design plans. The Phase 1 project will include median widening of S.R. 417 from south of Lake Underhill Road to S.R. 408. Phase 1 will also include widening of the S.R. 417 bridges over Lake Underhill Road and Econlockhatchee Trail, construction of the necessary noise walls and stormwater ponds. The Consultant will also review changes in design standards and criteria that have been enacted since the project was put on hold and update the Phase 1 plans accordingly.

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
Amount of Requested Authorized Adjustment	$ 259,048.79
Total Revised Contract Amount	$5,809,048.79

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

Project 253F
Contract No. 000818

SUPPLEMENTAL AGREEMENT NO. 3

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_____, 2014, 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 $180,162.66 to $3,525,929.59.

   b. Direct Expenses are adjusted upwards by $1,572.25 to $108,894.65.

   c. The Field Survey costs remain unchanged at $189,434.80.

   d. The Subcontract Items are adjusted upward by $77,313.88 to $1,954,040.83.

      - WBQ $77,313.88

   e. The Allowance remains unchanged at $30,748.92.

   f. The total Maximum Limiting Amount is increased by $259,048.79 to $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

Attest:_____ By:_____
Assistant Secretary Director of Procurement

URS CORPORATION SOUTHERN

Attest:_____ By:_____
Print Name: Title:

Approved as to form and execution only.

_____
General Counsel for the AUTHORITY

P:\253F\Supplemental Agreements\URS-253F - SA3.docx

URS

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

URS Corporation

Project Number: 253F

CFX Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)
Orange County

Summary of Remaining Fees and Contract Amendment Fee

Firm	Contract Fee	Invoiced	Fee Remaining	Phase 1 Cost	CA #3 Request	Comment
URS (Labor only wihtout survey)	$3,376,515.85	$3,333,940.09	$42,575.76	$222,738.42	$180,162.66	
WBQ	$685,768.16	$678,379.36	$7,388.80	$84,702.68	$77,313.88	
RS&H	$279,304.38	$252,592.73	$26,711.65	$18,322.75	$0.00	Phase 1 Effort to be completed within remaining fee.
Stantec (C3TS)	$455,002.80	$429,247.75	$25,755.05		$0.00	Phase 1 Effort to be completed within remaining fee.
Nadic	$221,049.39	$208,824.13	$12,225.26		$0.00	Phase 1 Effort to be completed within remaining fee.
Southeastern	$56,963.26	$50,749.01	$6,214.25		$0.00	Phase 1 Effort to be completed within remaining fee.
Ardaman	$178,638.96	$177,168.32	$1,470.64		$0.00	Phase 1 Effort to be completed within remaining fee.
				Subtotal	$257,476.54	
Expenses (URS)					$1,572.25	
				TOTAL	**$259,048.79**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Number: 253F

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

URS Corporation

CFX Contract No.: 000818

SUMMARY FEE SHEET

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Deputy PM	Senior Engineer	Engineer	Sr. Roadway Technician	Roadway Technician	Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	4	3	3	3	1	0	0	0	0	0	14	$850.69	$60.76
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	2	4	9	19	12	12	3	0	0	0	61	$2,636.06	$43.21
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	$0.00	
412	Roadway Design	16	24	60	121	80	80	21	0	0	0	402	$17,449.20	$43.41
413	Structures Design	11	71	71	88	106	0	6	0	0	0	353	$16,266.76	$46.08
414	Drainage Design	18	27	68	136	90	90	23	0	0	0	452	$19,633.20	$43.46
415	Roadway Lighting	11	17	42	83	55	55	14	0	0	0	277	$12,050.45	$43.50
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	Special Provisions and Specifications	1	2	4	5	3	2	1	0	0	0	18	$844.97	$46.94
422	Fiber Optic Network (FON)	17	26	65	129	86	86	22	0	0	0	431	$18,722.16	$43.44
423	Toll Plazas	0	0	0	0	0	0	0	0	0	0	0	$0.00	
424	Post Design Services	0	0	0	0	0	0	0	0	0	0	0	$0.00	
700	Administration	0	0	0	0	0	0	0	0	0	0	0	$0.00	
	TOTAL MANHOURS	**80**	**174**	**322**	**584**	**433**	**325**	**90**	**0**	**0**	**0**	**2,008**		
	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	**$6,899.20**	**$9,632.64**	**$19,893.16**	**$24,177.60**	**$13,037.63**	**$12,324.00**	**$2,494.80**	**$0.00**	**$0.00**	**$0.00**	N/A	**$88,459.03**	

Salary Related Costs

Total Activity Salary Costs		$88,459.03
Overhead Activities	124.82%	$110,414.56
Subtotal Salary Related Costs (Limiting Amount)		**$198,873.59**
Operating Margin (Fixed Fee)	12.00%	**$23,864.83**
Expenses		
Direct Reimbursables (Out-of-Pocket)		$1,572.25
Permit Fees		$0.00
Subtotal Expenses (Lump Sum)		**$1,572.25**
Subconsultants		
WBQ		$84,702.68
Subtotal Subconsultants (Limiting Amount)		**$84,702.68**
Fee Estimate to Complete Phase 1 Plans		**$309,013.35**
Remaining Fees		
URS		$42,575.76
WBQ		$7,388.80
		$49,964.56
GRAND TOTAL (Maximum Limiting Amount)		**$259,048.79**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

URS Corporation

Project Number: 253F

CFX Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)
Orange County

HIGHWAY TASK LIST

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		
3. Coordination w/ Orange County	LS	1	6	N/A	6		New improvements along Econ and Lake Underhill
4. Coordination w/ SJWMD	LS			N/A	0		
5. FDEP	LS			N/A	0		
6. Public Meetings	EA			N/A	0		
7. Neighborhood Assoc. Meetings	EA			N/A	0		
8. Authority Meetings	EA			N/A	0		
9. City of Orlando Meetings	EA			N/A	0		
10. Orange County Meetings	EA			N/A	0		
11. Preparation of Rdway/Bridge Exhibits	EA			N/A	0		
12. Other Agency Coordination & Meetings	LS	1	8	N/A	8		Stantec
TOTAL					14		

Environmental Permits
Section 410

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Pre-App Coord with CFX & RS&H	LS	1	16	N/A	16		Pre-app meeting and misc coordination
2. Prepare ERP Application	LS	1	40	N/A	40		Permit Modification
3. RAI Response	LS	1	0	N/A	0		
4. Aerial Map	EA			0	0		
5. Prepare Local Permits	LS			N/A	0		
6. Landowner Addresses	LS			N/A	0		
7. Mitigation Plans	Sheet				0		
SUBTOTAL				0	56	0	
8. Quality Control	5%	1	N/A	N/A	3		
9. Supervision	5%	1	N/A	N/A	3		
10. Preliminary Field Review	EA	1	0	N/A	0		
11. Agency Field Review	EA	1	0	N/A	0		
12. Agency Pre-App Meeting	EA	1	0	N/A	0		
TOTAL				0	62	0	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **URS Corporation**

Project Number: 253F — **CFX Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)
Orange County

HIGHWAY TASK LIST

Roadway Design
Section 412

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Typical Section Package	LS			N/A	0		
2. Access Management	LS			N/A	0		
3. Horizontal /Vertical Master Design Files	LS	1	42	N/A	42		Temporary Ramp D1X. Revise to reflect Phase 1 only.
4. Design Variations and Exceptions	LS			N/A	0		
5. Key Map	Sheet	1	2	1	2		Revisions, legend, board members
6. Typical Sections	Sheet	22	1	22	22		Edit, delete, and renumber, new Temp Ramp Section
7. General Notes	Sheet				0		
8. Summary of Quantities	Sheet	9	0.5	9	5		Revise, delete and renumber
9. Project Layout	Sheet	3	2.5	3	8		Edit and renumber, add new temp ramp
10. Roadway Plans	Sheet	43	1.75	43	75		Edit, delete and renumber, new temp ramp to reflect Phase 1 construction only. Update Econ Trail topo to reflect latest improvements.
11. Roadway Profiles	Sheet	1	8	1	8		New temporary ramp
12. Cross Street Plan-Profile	Sheet				0		
13. Special Profiles	Sheet				0		
14. Interchange Layout	Sheet	3	6	3	18		Revise and renumber, add new temp
15. Intersection Detail	Sheet				0		
16. Ramp Terminal Details	Sheet	10	1.5	10	15		9 edit,delete and renumber @ .5 hrs, 1 new ramp terminal
17. Misc. Construction Details	Sheet	3	0.25	3	1		Non Std Shounder Transisition-edit & re
18. Cross Section Design Files	LS	1	42	N/A	42		new temporary ramp, modify slopes for phase construction. Update for Phase1
19. Cross Section Pattern	Sheet	2	2	2	4		edit, add new temporary ramp
20. Roadway Soil Survey	Sheet				0		
21. Roadway Cross Sections	EA	176	0.2	176	35		edit, renumber, add new temp ramp.
22. Baseline Control/Curve Data	Sheet	7	2.5	7	18		Edit, delete an renumbeer
23. Computation Book & Quantities	LS	1	40	N/A	40		Recalculate for phase construction. Revise comp book.
24. Summary of Pay Items	LS	1	8	N/A	8		Revise and delete
SUBTOTAL				280	343	0	
25. Quality Control	5%	1	N/A	N/A	17		
26. Supervision	5%	1	N/A	N/A	18		
27. Field Reviews	EA	1	8	N/A	8		2 people x 4 hrs
28. Technical Meetings	EA	8	2	N/A	16		Bi weekly meetings
TOTAL				280	402	0	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

URS Corporation

Project Number: 253F

CFX Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

Orange County

HIGHWAY TASK LIST

Drainage Design

Section 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			N/A	0		
3. Design of Cross Drains	EA	2	16	N/A	32		Re-evaluate for phase 1 construction
4. Design of Roadway Ditches	Ditch/Mile	0.5	24	N/A	12		Estimate 1/2 mile of new ditches for re-routing of phase 1 condition (Infield areas and SR 417 median).
5. Design of Outfalls	EA	0	12	N/A	0		
6. Design of Pond	EA	1	30	N/A	30		Redefine Pond 13 Basin area based on Phase 1 Concept and refine pond design for interim condition.
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		
9. Design of Storm Drains	EA	24	3	N/A	72		Modify 14 previoulsy designed structures and estimate 10 new structures or modify existing structures based on Phase 1 concept
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	40	N/A	40		Updated drainage report to only include phase 1 documents. This includes renumbering and adjustments to the report.
14. Bridge Hydraulic Report	EA	0	0	N/A	0		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Project Number: 253F
DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)
Orange County

URS Corporation
CFX Contract No.: 000818

HIGHWAY TASK LIST

15. Drainage Map	Sheet	4	27.25	4	109		DM(1) Flood data table to be revised @ 1 hr, DM(2) Ramp D1 Rework Required @ 8 hrs, DM(3) Remove, DM(4) Remove, DM(5) Rework Required @ 24 hrs, DM(6) Rework Required @ 24 hrs, DM (7) Rework Required @ 16 hrs, Existing Drainage Structure Sheets 1-6 Rework Required @ 36 hrs total [28 hrs per sheet previously used]
16. Interchange Drainage Map	Sheet	0	0	N/A	0		
17. Summary of Drainage Structures	Sheet	3	6	3	18		Revise all sheets, remove structures not being used.
18. Optional Pipe/Culvert Material	Sheet	0	0	N/A	0		
19. Drainage Structure Sheet	EA	24	3	N/A	72		Assume 24 drainage structures (14 previously designed to be modified and 10 new structures or modifications to existing structures)
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	0.2	4	1		Re-number sheets
24. Pond Cross Sections	EA	7	0.2	7	1		Re-number sheets
25. Erosion Control Plan	Sheet	0	0	0	0		
26. SWPPP	Sheet	0	0	0	0		
27. Summary of Pipe Desilting	Sheet	1	2	1	2		Update Sheet with Phase 1 quantities
28. Bridge Deck Spread and Downspout De	LS	0	0	0	0		
SUBTOTAL				19	389		
29. Quality Control	5%	1	N/A	N/A	19		
30. Supervision	5%	1	N/A	N/A	20		
31. Field Reviews	EA	1	8	N/A	8		
32. Technical Meetings	EA	8	2	N/A	16		Bi-weekly meetings
TOTAL				19	452	0	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **URS Corporation**

Project Number: 253F — **CFX Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

Orange County

HIGHWAY TASK LIST

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	0	0	N/A	0		
2. Voltage Drop Calculations	LS	1	48	N/A	48		Analysis and Voltage drop calculations for both feeder and branch circuits for Phase 1.
3. Reference & Master Design Files	LS	1	90	N/A	90		Updating master Lighting design file to reflect Phase I design.
4. Temporary Lighting Analysis	LS	1		N/A	0		
5. Design Documentation	LS	1	8	N/A	8		Includes compiling all design documentation on a CD ROM and providing with all Cad files for final submittal package. Includes hours for new lighting photometrics and print-outs.
6. Key Sheet	Sheet	1	2	1	2		Revise Key with new sheet numbers remove OOCEA reference, update CFX board members.
7. Summary of Pay Items	Sheet			0	0		
8. Tabulation of Quantities	Sheet	5	4	5	20		Revise and edit
9. General Notes/Pay Item Notes	Sheet	1	4	1	4		Revise and edit
10. Pole Data	Sheet	4	3	4	12		Remove and Revise pole data tables for Phase I design
11. Service Point Details	Sheet	1	4	1	4		Revise per Phase I design plus new detail
12. Project Layout	Sheet			0	0		NA
13. Plan Sheet	Sheet	23	2	23	46		Revise per Phase I design.
14. Special Details	Sheet	1	8	1	8		Ramp Flashing Beacon modification
15. Temporary Lighting Data & Detail	Sheet			0	0		NA
SUBTOTAL				36	242	0	
16. Quality Control	5%	1	N/A	N/A	12		
17. Supervision	5%	1	N/A	N/A	13		
18. Field Review	EA	1	8	N/A	8		1 Field Visit - 1 person/8hrs.
19. Coordination with Utility Company	LS	1	2	N/A	2		
TOTAL				**36**	**277**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

URS Corporation

Project Number: 253F

CFX Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

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			N/A	0		
2. 30% Construction Cost Est.	LS			N/A	0		
3. 60% Construction Cost Est.	LS			N/A	0		
4. 90% Construction Cost Est.	LS			N/A	0		
5. 100% Construction Cost Est.	LS	1	16	N/A	16		
6. Pre-Bid Construction Cost Est.	LS	1	16	N/A	16		
7. Final Construction Cost Est.	LS	1	16	N/A	16		
SUBTOTAL				0	48	0	
6. Quality Control	5%	1	N/A	N/A	2		
7. Supervision	5%	1	N/A	N/A	3		
TOTAL				0	53	0	

Special Provisions and Specifications

Section 421

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			N/A	0		
5. Signalization/FON	LS	1	16	N/A	16		
SUBTOTAL				0	16	0	
6. Quality Control	5%	1	N/A	N/A	1		
7. Supervision	5%	1	N/A	N/A	1		
TOTAL				0	18	0	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **URS Corporation**

Project Number: 253F — **CFX Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)
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	1	8	N/A	8		Review 599-511 TMS site details for new camera location to view under Ramp E and SR 417 bridge.
2. Communications Plan Analysis	LS	1	24	N/A	24		Coordination needed to accommodate additional camera and unexpected roadway impacts.
3. Lightning Protection Analysis	LS			N/A			NA
4. Power Subsystem	LS	1	4	N/A	4		Revise for Phase 1
5. Voltage Drop Calculations	LS	1	3	N/A	3		Add an additional CCTV to existing TMS pole (408-17.7EB).
6. Design Documentation	LS	1	4	N/A	4		Update for Phase 1
7. Existing ITS System	LS	1	8	N/A	8		2 new detail sheets x 4hrs. Per sheet - one sheet for conduit routing and one for new camera to TMS pole
8. Queue Analysis	LS			N/A	0		NA
9. Reference and Master ITS Design File	LS	1	16	N/A	16		All efforts required to revise master ITS design file to reflect Phase 1 work.
10. Reference and Master Communications Design File	LS	1	8	N/A	8		Edit and revise for Phase 1
11. Pole Elevation Analysis	LS	1	24	N/A	24		Per CFX request provide bucket truck analysis for all camera sites to ensure 100% camera coverage. 3 sites using one bucket truck. Lane closure will be paid for under CFX maintenance contract. 2 people at 12hrs
12. Sign Panel Design Analysis	LS			N/A	0		NA
13. Quantities	LS	23	4	23	92		1 sheet x 4hr + 22 Sheets x 4 hr = 92 hrs. Incorporate new pay items
14. Cost Estimate		1	4	N/A	4		1 Engineer's Cost Estimate
15. Technical Special Provisions		1	8	N/A	8		Revise specs and update per new CFX standards.
16. Other ITS Analysis				N/A	0		
17. Key Sheet	Sheet	1	2	1	2		Revise Key with new sheet numbers remove OOCEA reference, update CFX board members.
19. Tabulation of Quantities	Sheet	4	5	4	20		1 sheet @ 8 hrs plus 3 sheets @ 4 hrs = 20 hours
20. General Notes	Sheet	1	3	1	3		3 hrs. to Review / Modify Standard existing general notes and pay item notes
21. Project Layout	Sheet	2	4	2	8		2 Sheets * 4 hrs./sheet
22. Typical and Special Details	Sheet	31	1	31	31		Revise 31 current details to reflect new CFX standard details.Project Specific Details include: Plan/Elevation Details for CCTV, TMS, & DCS mounting, Typical Cabinet Layout Details & Wiring Diagrams

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project Number: 253F

CFX Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)
Orange County

HIGHWAY TASK LIST

23. Plan Sheet	Sheet	23	1	23	23		23 Plan Sheets Phase 1 revisions
24. ITS Communications Plans	Sheet	1	8	1	8		Fiber Allocation Chart and Node Diagram
25. Fiber Optic Splice Diagrams	EA	10	2	10	20		10 Splice Diagrams
26. Lightning Protection Plans	EA			0	0		NA
27. Cross Sections	EA	3	2	3	6		3 CCTV cross sections at new locations
28. Guide Sign Work Sheet	EA			0	0		NA
29. Speical Service Point Details	EA			0	0		NA
30. Strain Pole Schedule	PI			0	0		NA
31. Overhead / Cantilever Sign Structures	EA			0	0		NA
32. Other Overhead Sign Structures (Long Span, Monotube, etc.)	EA	1	24	1	24		Modify existing TMS pole structure for new CCTV mount.
33. Temporary FON	EA			0	0		NA
34. Interim Standards	LS			0			NA
SUBTOTAL				100	348		
35. Quality Control	5%	1	N/A	N/A	17		
36. Supervision	5%	1	N/A	N/A	18		
37. Power Company Coord.	LS	1	4	N/A	4		
38. Technical Meetings	EA	4	2	N/A	8		
39. Field Review	EA	3	12	N/A	36		TMC, Bucket truck (2 days)
TOTAL				100	431		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **URS Corporation**

Project Number: 253F — **CFX Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

Orange County

Structure Design
Section 413

Task No.	Task	Units	Design and Production Staff Hours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
1	Index of Drawings	Sheet	9	4	9	36	Edit and update for Phase 1
2	Project Layout	Sheet	1	4	1	4	Edit and update for Phase 1
3	General Notes and Bid Item Notes	Sheet	3	4	3	12	Edit and update for Phase 1
3a	U-Beam General Notes and Bid Item Notes	Sheet				0	
4	Incorporate FDOT Standards	Sheet				0	
4a	Develop U-Beam Standards & Drawings	Sheet				0	
5	Incorporate Report of Core Borings	Sheet	1	4		4	Edit and update for Phase 1
6	Existing Bridge Plans	LS				0	
7	Computation Book and Quantities	LS	1	40	N/A	40	Edit and update for Phase 1
8	Cost Estimates	LS	1	8	N/A	8	Edit and update for Phase 1
9	Miscellaneous Structure Details	Sheet	5	1	5	5	Edit and update for Phase 1
10	Technical Special Provisions	LS	1		N/A	0	
	Structures - Miscellaneous Tasks & Drawings Subtotals				18	109	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10.1	Bridge 1: SR 417 NB over Lake Underhill	12				12					
10.2	Bridge 2: SR 417 SB over Lake Underhill	12				12					
10.3	Bridge 3: SR 417 NB over Econ Trail										
10.4	Bridge 4: SR 417 SB over Econ Trail										
10.5	Bridge 5: Ramp C over Econ Trail										
10.6	Bridge 6: Ramp E over SR 408	0				0					
10.7	Bridge 7: Ramp C Flyover (Concrete)	0				0					
10.8	Bridge 8: Ramp A Flyover (Concrete)	0				0					
10.9	Bridge 9: Ramp D (Concrete)	0				0					
10.10	Bridge 10: Ramp D1/A (Concrete)	0				0					
10.11	Bridge 11:	0									
10.12	Bridge 12:	0									
10.13a	Retaining Walls @ Bridges	66								66	
10.13b	Retaining Walls along Roadway	28								28	
10.14	Miscellaneous Structures	84									84
10.15	Conceptual Analysis/Study Phase	0									
	Structures Technical Subtotals	202	0	0	0	24	0	0	0	94	84

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
11	Field Reviews	LS				
12	Technical Meetings	LS				
13	Quality Assurance / Quality Control	LS	%	5%	16	
14	Independent Peer Review	LS	%	0%	0	
15	Supervison	LS	%	5%	16	
	Structures Non-Technical Subtotals				32	
16	Coordination	LS	%	3%	10	
	Structures - Miscellaneous Tasks & Drawings, Non-Technical, & Coordination Totals				353	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — URS Corporation

Project Number: 253F — CFX Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

Orange County

Structure Design

Section 413 — Bridge 1: SR 417 NB over Lake Underhill

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
13.1	Overall Bridge Final Geometry	LS	1			0	
13.2	Expansion/Contraction Analysis	EA Unit	1			0	
13.3	General Plan and Elevation	Sheet	1			0	
13.4	Construction Staging	Sheet	1			0	
13.5	Approach Slab Plan and Details	Sheet	4			0	
13.6	Miscellaneous Details	Sheet	23	0.5	23	12	Revise, edit, renumber all sheets
	End Bent Design and Plans						
13.7	End Bent Geometry	EA	2			0	
13.8	Wingwall Design and Geometry	EA Bent				0	
13.9	End Bent Structural Design	EA	2			0	
13.10	End Bent Plan and Elevation	Sheet	4			0	
13.11	End Bent Details	Sheet	3			0	
	Intermediate Bent Design and Plans						
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
	Pier Design and Plans						
13.17	Pier Geometry	EA Pier	0	0		0	
13.18	Pier Stability Analysis	EA Design	0	0		0	
13.19	Pier Structural Design	EA Design	0	0		0	
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	
13.21	Pier Details	Sheet	0	0	0	0	
	Misc. Substructure Design and Plans						
13.22	Foundation Layout	Sheet	1			0	
13.23	Fender System	LS				0	
	Superstructure Deck Design and Plans						
13.24	Finish Grade Elevation (FGE) Calculation	LS	1			0	
13.25	Finish Grade Elevations	Sheet	1			0	
13.26	Bridge Deck Design	EA section	1			0	
13.27	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	2			0	
13.28	Superstructure Plan	Sheet	1			0	
13.29	Superstructure Section	Sheet	1			0	
13.30	Miscellaneous Bridge Deck Details	Sheet	1			0	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — URS Corporation

Project Number: 253F — **CFX Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

Orange County

Structure Design

Section 413 — **Bridge 1: SR 417 NB over Lake Underhill**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Reinforcing Bar Lists						
13.31	Reinforcing Bar List	Sheet	3			0	
	Continuous Concrete Girder Design						
	Longitudinal Analysis						
13.33	Section Properties	LS	1	0		0	
13.34	Material Properties	LS	1	0		0	
13.35	Construction Sequence	EA Unit	0	0		0	
13.36	Tendon Layouts	EA Unit	0	0		0	
13.37	Live Load Analysis	EA Unit	0	0		0	
13.38	Temperature Gradient	EA Unit	0	0		0	
13.39	Time Dependent Analysis	EA Unit	0	0		0	
13.40	Stress Summary	EA Unit	0	0		0	
13.41	Ultimate Moments	EA Unit	0	0		0	
13.42	Ultimate Shear	EA Unit	0	0		0	
13.43	Construction Loading	EA Unit	0	0		0	
13.44	Framing Plan	Sheet	0	0	0	0	
13.45	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	
13.46	Girder Details	Sheet	0	0	0	0	
13.47	Splice Details	Sheet	0	0	0	0	
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	
	Simple Span Concrete Design						
13.49	Prestressed Beam	EA Beam	3			0	
13.50	Prestressed Beam Schedules	Sheet	1			0	
13.51	Framing Plan	Sheet	1			0	
	Load Rating						
13.52	Load Rating	EA Unit	5			0	
	13. Structures-Mid Span Concrete Totals				**23**	**12**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — URS Corporation

Project Number: 253F — CFX Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

Orange County

Structure Design

Section 413 — **Bridge 2: SR 417 SB over Lake Underhill**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
13.1	Overall Bridge Final Geometry	LS	1			0	
13.2	Expansion/Contraction Analysis	EA Unit	1			0	
13.3	General Plan and Elevation	Sheet				0	
13.4	Construction Staging	Sheet	1			0	
13.5	Approach Slab Plan and Details	Sheet	2			0	
13.6	Miscellaneous Details	Sheet	24	0.5	24	12	Revise, edit, renumber all sheets
End Bent Design and Plans							
13.7	End Bent Geometry	EA	2			0	
13.8	Wingwall Design and Geometry	EA Bent				0	
13.9	End Bent Structural Design	EA	2			0	
13.10	End Bent Plan and Elevation	Sheet	2			0	
13.11	End Bent Details	Sheet	2			0	
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
Pier Design and Plans							
13.17	Pier Geometry	EA Pier	0	0		0	
13.18	Pier Stability Analysis	EA Design	0	0		0	
13.19	Pier Structural Design	EA Design	0	0		0	
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	
13.21	Pier Details	Sheet	0	0	0	0	
Misc. Substructure Design and Plans							
13.22	Foundation Layout	Sheet	0		0	0	
13.23	Fender System	LS				0	
Superstructure Deck Design and Plans							
13.24	Finish Grade Elevation (FGE) Calculation	LS	1			0	
13.25	Finish Grade Elevations	Sheet	1			0	
13.26	Bridge Deck Design	EA section	1			0	
13.27	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1			0	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **URS Corporation**

Project Number: 253F — **CFX Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

Orange County

Structure Design

Section 413 — **Bridge 2: SR 417 SB over Lake Underhill**

13.28	Superstructure Plan	Sheet	1			0	
13.29	Superstructure Section	Sheet	1			0	
13.30	Miscellaneous Bridge Deck Details	Sheet				0	
Reinforcing Bar Lists							
13.31	Reinforcing Bar List	Sheet	0		0	0	
Continuous Concrete Girder Design							
Longitudinal Analysis							
13.33	Section Properties	LS	1	0		0	
13.34	Material Properties	LS	1	0		0	
13.35	Construction Sequence	EA Unit	0	0		0	
13.36	Tendon Layouts	EA Unit	0	0		0	
13.37	Live Load Analysis	EA Unit	0	0		0	
13.38	Temperature Gradient	EA Unit	0	0		0	
13.39	Time Dependent Analysis	EA Unit	0	0		0	
13.40	Stress Summary	EA Unit	0	0		0	
13.41	Ultimate Moments	EA Unit	0	0		0	
13.42	Ultimate Shear	EA Unit	0	0		0	
13.43	Construction Loading	EA Unit	0	0		0	
13.44	Framing Plan	Sheet	0	0	0	0	
13.45	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	
13.46	Girder Details	Sheet	0	0	0	0	
13.47	Splice Details	Sheet	0	0	0	0	
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	
Simple Span Concrete Design							
13.49	Prestressed Beam	EA Beam	2			0	
13.50	Prestressed Beam Schedules	Sheet			0	0	
13.51	Framing Plan	Sheet	0	16	0	0	
Load Rating							
13.52	Load Rating	EA Unit	6			0	
13. Structures-Mid Span Concrete Totals					24	12	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **URS Corporation**

Project Number: 253F — **CFX Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

Orange County

Structure Design

Section 413 — **Walls @ Bridge Ends**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
17.1	Key Sheet	Sheet	1			0	
17.2	Horizontal Wall Geometry	EA Wall	41			0	
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	EA Wall	9			0	
17.4	Semi-Standard Drawings	Sheet	3			0	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	37			0	
17.6	Details	Sheet	2			0	
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	EA Wall	32			0	
17.8	Semi-Standard Drawings	Sheet	0			0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	7			0	
17.10	Details	Sheet	3			0	
Cast in Place Retaining Walls							
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	
Other Retaining Walls							
17.17	Design	EA Design	12			0	
17.18	Vertical Wall Geometry	EA Wall				0	
17.19	General Notes, Tables & Misc. Details	Sheet	5	4	5	20	Revise and update for Phase 1
17.20	Wall Plan and Elevations	Sheet	46	1	46	46	Revise and update for Phase 1
17.21	Details	Sheet			0	0	
Credit							
		LS	1	0		0	
17. Structures-Retaining Wall Totals					51	66	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **URS Corporation**

Project Number: 253F — **CFX Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

Orange County

Structure Design

Section 413 — **Walls @ Roadway Sections**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
17.1	Key Sheet	Sheet	0	0	0	0	
17.2	Horizontal Wall Geometry	EA Wall	0	12		0	
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	EA Wall	0	16		0	
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	0	10	0	0	
17.6	Details	Sheet	0	0	0	0	
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	EA Wall	0	4		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	12	0	0	
17.10	Details	Sheet	7	4	7	28	Revise, edit and renumber Temp Critical Wall Shts.
Cast in Place Retaining Walls							
17.11	Design	EA Design	0	48		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet		0	0	0	
17.15	Sections and Details	Sheet	0	16	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	
Other Retaining Walls							
17.17	Design	EA Design	0	12	0	0	
17.18	Vertical Wall Geometry	EA Wall				0	
17.19	General Notes, Tables & Misc. Details	Sheet			0	0	
17.20	Wall Plan and Elevations	Sheet			0	0	
17.21	Details	Sheet			0	0	
17. Roadway-Retaining Wall Totals					7	28	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — URS Corporation
Project Number: 253F — CFX Contract No.: 000818
DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)
Orange County
Structure Design
Section 413

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
18.1	Concrete Box Culverts	EA	0	0		0	
18.2	Concrete Box Culverts Extensions	EA	0	0		0	
Strain Poles							
18.3	Steel Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.4	Concrete Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
Mast Arms							
18.5	Mast Arms	EA Pole	0	0		0	
Overhead & Cantilever Sign Structures							
18.6	Cantilever Sign Structures	EA				0	
18.7	Overhead Span Sign Structures	EA				0	
18.8	Special (longspan) Overhead Span Sign Structures	EA	0	0		0	
18.9	Monotube Overhead Sign Structure	EA	0	0		0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA	0	0		0	
High Mast Lighting Fixtures							
18.11	High Mast Lighting Structures	EA	0	0		0	
Sound Barrier Walls (Ground Mount)							
18.12	Horizontal Wall Geometry	EA Wall	1	40		40	Special Sound Wall Design
18.13	Vertical Wall Geometry	EA 500 feet of	0	16		0	
18.14	Semi-Standard Drawings	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	22	2	22	44	Revise, edit and renumber sheets
18.16	Design for Wall Height Covered by Standards	EA Design	0	12		0	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0		0	
18.18	Aesthetic Details	LS		12		0	
Special Structures							
18.19	Special Structures	LS	0	0		0	
18. Miscellaneous Structures Totals					22	84	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **URS Corporation**

Project Number: 253F — **CFX Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 3)

MISCELLANEOUS & OUT-OF-POCKET EXPENSES

MATERIAL (Xerographic Bond)	0 sheets @	$6.00 /sheet	$0.00
MATERIAL (Mylar)	0 sheets @	$14.00 /sheet	$0.00

REPRODUCTION COST:

	Blueline	Vellum	Copies 11 x 17	Copies 8.5 x 11
Phase I	0 sheets	0 sheets	0 sheets	0 sheets
Phase II	0 sheets	0 sheets	0 sheets	0 sheets
Phase III	0 sheets	0 sheets	0 sheets	0 sheets
Phase IV	0 sheets	0 sheets	0 sheets	0 sheets
Final	- sheets	0 sheets	0 sheets	0 sheets
TOTALS	0 sheets	0 sheets	0 sheets	0 sheets

Blueline Cost	0 sheets @		=	$0.00
CADD Color Plots	0 SF @	$4.00	=	$0.00
11 x 17	0 sheets @	$0.11	=	$0.00
8.5 x 11	0 sheets @	$0.07	=	$0.00
Color Copies				
8.5"x11"	0 sheets @	$0.99	=	$0.00
11"x17"	0 sheets @	$0.55	=	$0.00
GBC Binding	0 bindings @	$0.20	=	$0.00
Display Boards	0 each @	$5.00	=	$0.00
CD	0 each @	$1.00	=	$0.00
3 Ring Binders	0 each @	$6.58	=	$0.00
Screw Posts	0 each @	$2.00	=	$0.00
Report Tabs	0 each @	$1.75	=	$0.00
Covers (Laminated)	0 each @	$2.70	=	$0.00
Raster Color Plots	SF @	$0.00	=	$0.00
TOTAL REPRODUCTION COSTS				$0.00

TRAVEL From: Orlando

To Project:										
Per Diem	0	trips x	0	people x	0	days/trip @	$0.00	/diem		$0.00
Comm	0	trips x	0	people @	$0.00	/trip				$0.00
POV	5	trips x	10	mi @	$0.445	/mi				$22.25
Rental	0	trips x (	0	days/trip @	$0.00	/day +		mi @	$0.55 /mi)	$0.00
To CFX:										
Per Diem	0	trips x	0	people x	0	days/trip @	$0.00	/diem		$0.00
Comm	0	trips x	0	people @	$0.00	/trip				$0.00
POV	0	trips x	5	mi @	$0.445	/mi				$0.00
Rental	0	trips x (	0	days/trip @	$0.00	/day +		mi @	$0.55 /mi)	$0.00
To Project From Tampa:										
Per Diem	0	trips x	0	people x	2	days/trip @	$0.00	/diem		$0.00
Comm	0	trips x	0	people @	$0.00	/trip				$0.00
POV	0	trips x	100	mi @	$0.445	/mi				$0.00
Rental	0	trips x (	0	days/trip @	$0.00	/day				$0.00
TOTAL TRAVEL COSTS										$22.25

MISCELLANEOUS COSTS

Postage & Telephone	0 months @	$70.00 /month	$0.00
Overnight Delivery	0 each @	$22.31 /each	$0.00
Same Day Delivery	0 each @	$17.00 /each	$0.00
Film & Processing	rolls @	/roll	$0.00
Bucket Truck	1 week @	$1,550.00 /week	$1,550.00

TOTAL EXPENSES (Lump Sum) **$1,572.25**

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Project Number: 253F

DESCRIPTION: SR 408/SR 417 Ultimate Interchange - Phase 1

WBQ Design & Engineering

OOCEA Contract No.: 000818

SUMMARY FEE SHEET (SUBCONSULTANT - WBQ)

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer		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	
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	6	40	12	3	0	1	0	0	0	62	$2,805.76	$45.25
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	22	60	163	136	151	0	11	0	0	0	543	$22,513.39	$41.46
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	Special 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	0	0	0	0	0	0	0	0	0	0	$0.00	
700	Administration	0	0	0	0	0	0	0	0	0	0	0	$0.00	
	TOTAL MANHOURS	**22**	**66**	**203**	**148**	**154**	**0**	**12**	**0**	**0**	**0**	**605**	**$25,319.15**	**$41.85**
	WAGE RATES	**$86.99**	**$63.13**	**$48.05**	**$33.17**	**$27.90**	**$0.00**	**$23.24**	**$0.00**	**$0.00**	**$0.00**	N/A	N/A	
	TOTAL DIRECT COSTS	**$1,913.78**	**$4,166.58**	**$9,754.15**	**$4,909.16**	**$4,296.60**	**$0.00**	**$278.88**	**$0.00**	**$0.00**	**$0.00**	N/A	**$25,319.15**	

Salary Related Costs		
Total Activity Salary Costs		$25,319.15
Overhead Activities	209.04%	$52,927.15
Subtotal Salary Related Costs (Limiting Amount)		**$78,246.30**
Operating Margin (Fixed Fee)	25.50% **	**$6,456.38**
**(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 Amount)		**$0.00**
WBQ TOTAL (Maximum Limiting Amount)		**$84,702.68**

Utilities
Section 411

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Additional Contact	EA	1	8	N/A	8		"8 UAO's @ 2 hrs. each x 1 contact"
2. Data Collection	LS	0	0	N/A	0		
3. Utility Adjustment Sheets	Sheet	20	2	20	40		
4. Prepare Utility Reloc. Agreements	EA	0	0	N/A	0		
SUBTOTAL				20	48	0	
5. Quality Control	5%	0	N/A	N/A	2		
6. Supervision	5%	0	N/A	N/A	3		
7. Utility Meetings - 1 Additional	EA	1	9	N/A	9		
8. Coordination with Utility Companies	EA	0	0	N/A	0		
TOTAL				20	62	0	

Traffic Engineering
Section 416

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	1	40	N/A	40		Traffic Control Analysis for the revised ramps and includes Ramp D1 Temp for 3 phases
3. Temp Drainage Analysis	LS	1	20	N/A	20		
4. Master TCP Design Files	LS	1	68	N/A	68		Updated Master TCP Design for 3 phases and remove ramps not within Phase I. Also includes Ramp D1 Temp.
4. TCP Cross Sections (x-sections)	Sheet	52	0.25	26	13		Update TCP Cross Sections for Phase I Ramp D1 Temp and remove ramps not currently in Phase I
5. General Notes/Const. Sequence	Sheet	3	4	3	12		Concept Notes, Phasing Notes, and General Notes
6. MOT Details	Sheet	10	3	10	30		SR 408, SR 417, Ramp A, Ramp C, Ramp D1, Ramp E, and Existing Ramps, Econ, Underhill, Bridges, & under Bridges
7. Tabulation of Quantities & Cost Est.	Sheet	0	0	0	0		
8. TCP Plan Sheets	Sheet	76	3.5	76	266		Revised all 3 phase of TCP. Also includes Ramp D1 Temp design and removal of all ramps, callouts, phasing/work zones not in Phase I. Includes a section of Ramp C.
9. Phase Layout Detail	Sheet	9	3	9	27		Updated Layout for Phase I only
10. Temporary Signal	Sheet			0	0		
11. Detour Routing	LS	2	8	2	16		Update Detours
SUBTOTAL				126	492	0	
13. Quality Control	5%	1	N/A	N/A	25		
14. Supervision	5%	1	N/A	N/A	26		
15. Bi-Weekly OOCEA meetings	LS	0	0	N/A	0		
16. Field Review	LS	0	0	N/A	0		
17. Coordination w/ City & County	LS	0	0	N/A	0		

18. Design Documentation	LS	0	0	N/A	0		
TOTAL				**126**	**543**	**0**	

Project 253F
Contract 000818

JUL 11 AM 11:16

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 408/S.R. 417 ULTIMATE INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 3rd day of July, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and 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, the AUTHORITY desires to make changes to Article 3.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT dated the 14th of November, 2011, and;

WHEREAS, the CONSULTANT agrees to the changes with no increase in the contract amount:

NOW THEREFORE BE IT RESOLVED THAT:

1. The title of Article 3.0 is changed to "TERM OF AGREEMENT".

2. The first paragraph of Article 3.0 is deleted and replaced with the following new language:
"Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by the AUTHORITY at its sole discretion."

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Attest: _____
Assistant Secretary

By: _____
Director of Procurement

URS CORPORATION SOUTHERN

Attest: Harriet H Storms
Secretary or Notary

By: _____

Title: Vice President

HARRIET H. STORMS
MY COMMISSION # EE 180075
EXPIRES: June 8, 2016
Bonded Thru Notary Public Underwriters

Project 253F
Contract No. 000818

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 7th day of May, 2013, by and between the 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:

RECEIVED
CONTRACTS DEPT
CO 5/23/13
SIGNATURE / DATE

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S March 6, 2013 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 $461,007.72 to $3,345,766.93.

   b. Direct Expenses remain unchanged at $107,322.40.

   c. The Field Survey costs remain unchanged at $189,434.80.

   d. The Subcontract Items are adjusted upward by $88,330.86 to $1,876,726.95.

      - Ardaman & Associates $16,825.00
      - Nadic Engineering Sciences $22,451.87
      - RS&H $29,724.74
      - WBQ $19,329.25

   e. The Allowance is adjusted upwards by $661.42 to $30,748.92.

   f. The total Maximum Limiting Amount is increased by $550,000.00 to ~~$5,500,000.00.~~ $5,550,000.00.

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.

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

Attest: _____
Assistant Secretary

By: _____
Director of Procurement

URS CORPORATION SOUTHERN

Attest: _____
Print Name: Beverly Munoz

By: _____
Stephen N. Noppinger, P.E.
Title: Vice President

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

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Exhibit A

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 408/ S.R. 417 ULTIMATE INTERCHANGE IMPROVEMENTS

CONTRACT AMENDMENT NO. 1

PROJECT NO. 253F

IN ORANGE COUNTY, FLORIDA

February 11, 2013

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1.0 GENERAL

1.02 Description

The services to be provided under this contract will include final design and preparation of construction drawings for the S.R. 408 / S.R. 417 ultimate interchange. This Amendment includes: the extension of the projects limits along SR 417 south to station 403+35, the elimination of the embankment section and extension of the bridge structure D1/A over the existing loop ramp, design of drainage ponds, environmental permit modifications, addition of one soundwall, and additional geotechnical investigation to support the above additions.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

A. Major elements of the work include the following:

The work to be performed under this Amendment will include final design and preparation of construction drawings for the S.R. 408/ S.R. 417 ultimate interchange including the addition of: the extension of the projects limits along SR 417 south to station 403+35, the elimination of the embankment section and extension of the bridge structure D1/A over the existing loop ramp, design of drainage ponds, environmental permit modifications, addition of one soundwall, and additional geotechnical investigation to support the above additions.
Additional elements include: surveying, drainage evaluation and design, permitting, signing and pavement markings, maintenance of traffic, fiber optic network, walls, and geotechnical analysis.

4.05 Geotechnical Investigation

A. The Consultant shall perform the following additional geotechnical investigations:
   1. Geotechnical borings within the expanded Pond 15.
   2. Geotechnical borings within the modified Ponds 11 and 16
   3. Geotechnical borings along the additional soundwall located south of Lake Underhill Road and east of SR 417.

B. This Amendment includes the additional cost of MOT associated with obtaining bridge borings within the median of SR 408.

4.10 Environmental Permits

A. A permit has been issued for Project 253F, however due to required modifications to Ponds 11, 12, 13, 15 and 16, a permit modification will b3 required. RS&H shall be responsible for all design and permit documents associated with the modification for Ponds 12 and 13. The Consultant will coordinate all permit modifications proposed by RS&H and incorporate these changes into the permit modification permit.

4.12 Roadway Design

A. The Consultant shall extend the project limits along SR 417 southerly to station 403+35. All design and drawings shall be revised to reflect this change in project limits.

4.13 Structures Design

A. The Consultant shall remove the embankment section along Ramps A and D1 within the existing loop ramp and extend the bridge structure through this section.

B. The Consultant shall design and develop drawings for an additional sound wall located south of Lake Underhill Road and east of SR 417.

4.14 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Design an expanded Pond 15.
2. Design modifications to Ponds 11 and 16.
3. Coordinate drainage design with RS&H who will modify Ponds 12 and 13.

4.16 Traffic Engineering

A. Maintenance of Traffic Plans

1. The Consultant shall prepare additional maintenance of traffic plans which reflect the change in project limits along SR 417 and phasing for the change in Ramp D1/A from embankment to bridge structure.

4.17 Signing Plans

A. The CONSULTANT shall include shall include the following signs and sign

structures:

1. 1 new sign panel design and Guide-Sign worksheet for sign at sta. 387+00
2. 1 new sign panel design and Guide-Sign worksheet for sign at sta. 416+00.
3. 1 new sign structure design for truss at station 416+00.

4.18 Pavement Marking Plans

A. The Consultant shall include the following changes to the Pavement Marking Plans:

1. Add 4 Plan Sheets to cover restriping from approximate STA 376+00 to approximate STA 400+60.

2. Revise 3 Plan Sheets – SP00, SP01 and SP02

4.19 Right-of-Way Surveys

A. A right of way survey will be performed for the expansion of Pond 15.

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. Addition of one TMS site 408-17.3 EB.
2. The FO shall be replaced from Curry Ford Road to SR 408 to eliminate all splices.

7.0 ADMINISTRATION

7.06 Schedule

A.

7.13 Reviews and Submittals

A. Formal submittals for review shall be made to the Authority when the plans have been developed. The following review will be included:

1. Bridge Structures Peer Review – A peer review of the 60% plans for the concrete post-tensioned curved girder bridge structures will be performed by others. The Consultant shall provide plans and other documents as may be necessary for the peer review. The Consultant shall respond to questions during the peer review period.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

URS Corporation

Project Number: 253F

OOCEA Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT N

SUMMARY FEE SHEET

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Deputy PM	Senior Engineer	Engineer	Sr. Roadway Technician	Roadway Technician	Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	14	10	12	9	2	0	1	0	0	0	48	$2,962.86	$61.73
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	5	8	20	40	26	26	7	0	0	0	132	$5,728.50	$43.40
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	$0.00	
412	Roadway Design	4	5	13	26	18	18	4	0	0	0	88	$3,836.72	$43.60
413	Structures Design	95	632	632	790	947	0	62	0	0	0	3,158	$145,164.09	$45.97
414	Drainage Design	21	32	80	160	107	107	27	0	0	0	534	$23,176.61	$43.40
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	Special Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	0	$0.00	
422	Fiber Optic Network (FON)	2	3	8	15	10	10	3	0	0	0	51	$2,217.26	$43.48
423	Toll Plazas	0	0	0	0	0	0	0	0	0	0	0	$0.00	
424	Post Design Services	0	0	0	0	0	0	0	0	0	0	0	$0.00	
700	Administration	0	0	0	0	0	0	0	0	0	0	0	$0.00	
	TOTAL MANHOURS	**141**	**690**	**765**	**1,040**	**1,110**	**161**	**104**	**0**	**0**	**0**	**4,011**	**$183,086.04**	**$45.65**
	WAGE RATES	**$86.24**	**$55.36**	**$61.78**	**$41.40**	**$30.11**	**$37.92**	**$27.72**	**$52.16**	**$30.80**	**$30.80**	N/A	N/A	
	TOTAL DIRECT COSTS	**$12,159.84**	**$38,198.40**	**$47,261.70**	**$43,056.00**	**$33,422.10**	**$6,105.12**	**$2,882.88**	**$0.00**	**$0.00**	**$0.00**	N/A	**$183,086.04**	

Salary Related Costs		
Total Activity Salary Costs		$183,086.04
Overhead Activities	124.82%	$228,528.00
Subtotal Salary Related Costs (Limiting Amount)		**$411,614.04**
Operating Margin (Fixed Fee)	12.00%	**$49,393.68**
Expenses		
Direct Reimbursables (Out-of-Pocket)		$0.00
Permit Fees		$0.00
Subtotal Expenses (Lump Sum)		**$0.00**
Subconsultants		
Design Survey (URS)		$0.00
Ardaman & Associates		$16,825.00
Nadic Engineering Services		$22,451.87
RS&H		$29,724.74
C3TS		$0.00
WBQ		$19,329.25
Southeastern Survey		$0.00
Subtotal Subconsultants (Limiting Amount)		**$88,330.86**
GRAND TOTAL (Maximum Limiting Amount)		**$549,338.58**

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | **URS Corporation**

Project Number: 253F | **OOCEA Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 1)

Orange County

HIGHWAY TASK LIST

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		
3. Coordination w/ Orange County	LS			N/A	0		
4. Coordination w/ SJWMD	LS	1	40	N/A	40		
5. FDEP	LS			N/A	0		
6. Public Meetings	EA			N/A	0		
7. Neighborhood Assoc. Meetings	EA			N/A	0		
8. Authority Meetings	EA			N/A	0		
9. City of Orlando Meetings	EA			N/A	0		
10. Orange County Meetings	EA			N/A	0		
11. Preparation of Rdway/Bridge Exhibits	EA			N/A	0		
12. Other Agency Coordination & Meetings	LS	1	8	N/A	8		ACOE
TOTAL					**48**		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
Project Number: 253F
DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 1)
Orange County

URS Corporation
OOCEA Contract No.: 000818

HIGHWAY TASK LIST

Environmental Permits
Section 410

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Pre-App Coord with OOCEA & RS&H	LS	1	32	N/A	32		Includd in Coordination efforts
2. Prepare ERP Application	LS	1	72	N/A	72		
3. RAI Response	LS	1	0	N/A	0		No RAI's
4. Aerial Map	EA			0	0		
5. Prepare Local Permits	LS			N/A	0		
6. Landowner Addresses	LS			N/A	0		
7. Mitigation Plans	Sheet				0		
SUBTOTAL				0	104	0	
8. Quality Control	5%	1	N/A	N/A	5		
9. Supervision	5%	1	N/A	N/A	5		
10. Preliminary Field Review	EA	1	6	N/A	6		
11. Agency Field Review	EA	1	6	N/A	6		
12. Agency Pre-App Meeting	EA	1	6	N/A	6		
TOTAL				**0**	**132**	**0**	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | **URS Corporation**

Project Number: 253F | **OOCEA Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 1)

Orange County

HIGHWAY TASK LIST

Roadway Design
Section 412

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Typical Section Package	LS			N/A	0		
2. Access Management	LS			N/A	0		
3. Horizontal /Vertical Master Design Files	LS	1	20	N/A	20		Project extension to south
4. Design Variations and Exceptions	LS			N/A	0		
5. Key Map	Sheet				0		
6. Typical Sections	Sheet	1	4	1	4		modification due to project extension
7. General Notes	Sheet				0		
8. Summary of Quantities	Sheet				0		
9. Project Layout	Sheet	1	2	1	2		modification
10. Roadway Plans	Sheet	3	6	3	18		additional sheets due to proj extensio
11. Roadway Profiles	Sheet	3	6	2	12		additional sheets due to proj extensio
12. Cross Street Plan-Profile	Sheet				0		
13. Special Profiles	Sheet				0		
14. Interchange Layout	Sheet	1	3	1	3		modification
15. Intersection Detail	Sheet				0		
16. Ramp Terminal Details	Sheet				0		
17. Misc. Construction Details	Sheet				0		
18. Cross Section Design Files	LS	1	14	N/A	14		project extension
19. Cross Section Pattern	Sheet	1	3	1	3		modification
20. Roadway Soil Survey	Sheet				0		
21. Roadway Cross Sections	EA	5	0.5	4	3		project extension
22. Baseline Control/Curve Data	Sheet	1	1	1	1		modification
23. Computation Book & Quantities	LS			N/A	0		
24. Summary of Pay Items	LS			N/A	0		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | **URS Corporation**

Project Number: 253F | **OOCEA Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 1)
Orange County

HIGHWAY TASK LIST

SUBTOTAL				**14**	**80**	**0**	
25. Quality Control	5%	1	N/A	N/A	4		
26. Supervision	5%	1	N/A	N/A	4		
27. Field Reviews	EA			N/A	0		
28. Technical Meetings	EA			N/A	0		
TOTAL				**14**	**88**	**0**	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | **URS Corporation**

Project Number: 253F | **OOCEA Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 1)

Orange County

HIGHWAY TASK LIST

Drainage Design
Section 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	0	0	N/A	0		
3. Design of Cross Drains	EA	2	18	N/A	36		and CD 7 (RS&H). Originally anticipated only 6 cross drain
4. Design of Roadway Ditches	Ditch/Mile	0	0	N/A	0		
5. Design of Outfalls	EA	1	12	N/A	12		Pond 11 will require an updated analysis of the outfall due to the modification. Originally anticipated only 2 outfall designs per Pond(s) 15 and 16.
6. Design of Pond	EA	6	30	N/A	180		Pond 11 was originally anticipated as a partial design at 21 hr. Per the 60% Drainage design, Pond 11 was a full redesign. There have also been 5 pond design alternatives analyzed for Pond 15 (1) and Pond 16 (4). Includes additional checking of Ponds 12 & 13 (RS&H) at 24 hours
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		
9. Design of Storm Drains	EA	15	3	N/A	45		Originally anticipated 125 structures.
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	0	0	N/A	0		
14. Bridge Hydraulic Report	EA	0	0	N/A	0		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | **URS Corporation**

Project Number: 253F | **OOCEA Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 1)
Orange County

HIGHWAY TASK LIST

15. Drainage Map	Sheet	2	28	2	56		drainage maps. Currently, we have 7 drainage maps per 60% Drainage
16. Interchange Drainage Map	Sheet	1	0	N/A	0		
17. Summary of Drainage Structures	Sheet	1	30	1	30		
18. Optional Pipe/Culvert Material	Sheet	0	0	N/A	0		
19. Drainage Structure Sheet	EA	15	3	N/A	45		Currently, we have 140 structures per 60% Drainage design.
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	2	32	2	64		Originally anticipated 4 detail
24. Pond Cross Sections	EA	7	0.5	14	4		
25. Erosion Control Plan	Sheet	0	0	0	0		
26. SWPPP	Sheet	0	0	0	0		
27. Bridge Deck Spread and Downspout Des	LS	0	0	0	0		
SUBTOTAL				19	472		
27. Quality Control	5%	1	N/A	N/A	24		
28. Supervision	5%	1	N/A	N/A	25		
29. Field Reviews	EA	1	8	N/A	8		
30. Technical Meetings	EA	2	2	N/A	4		RS&H
TOTAL				**19**	**533**	**0**	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | **URS Corporation**

Project Number: 253F | **OOCEA Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 1)
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	1	5	N/A	5		**Relocate an additional TMS (408-17.3EB).**
2. Communications Plan Analysis	LS	2	6	N/A	12		Additional coordination needed to accommodate added soundwall and unexpected drainage impacts.
3. Lightning Protection Analysis	LS			N/A			
4. Power Subsystem	LS	1	3	N/A	3		Relocate an additional TMS (408-17.3EB).
5. Voltage Drop Calculations	LS	1	3	N/A	3		Relocate an additional TMS (408-17.3EB).
6. Design Documentation	LS			N/A	0		
7. Existing ITS System	LS	1	3	N/A	3		Relocate an additional TMS (408-17.3EB).
8. Queue Analysis	LS			N/A	0		
9. Reference and Master ITS Design File	LS			N/A	0		
10. Rference and Master Communications Design File	LS			N/A	0		
11. Pole Elevation Analysis	LS	1	1	N/A	1		Relocate an additional TMS (408-17.3EB).
12. Sign Panel Design Analysis	LS			N/A	0		
13. Quantities	LS			N/A	0		
14. Cost Estimate							
15. Technical Special Provisions							
16. Other ITS Analysis							
17. Key Sheet	Sheet				0		
19. Tabulation of Quantities	Sheet				0		
20. General Notes	Sheet				0		
21. Project Layout	Sheet						
22. Typical and Special Details	Sheet				0		
23. Plan Sheet	Sheet	2	6	2	12		Two additional sheets to accommodate extension of the project limits at the south end.
24. ITS Communications Plans	Sheet				0		

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Orange County

HIGHWAY TASK LIST

25. Fiber Optic Spice Diagrams	EA	1	6	1	6		Additional diagrams along SR 408 to accommodate the additional fiber work due to drainage impacts.
26. Lightning Protection Plans	EA				0		
27. Cross Sections	EA	1	2	1	2		Relocate an additional TMS (408-17.3EB).
28. Guide Sign Work Sheet	EA				0		
29. Speical Service Point Details	EA				0		
30. Strain Pole Schedule	PI				0		
31.Overhead / Cantilever Sign Structures	EA				0		
32. Other Overhead Sign Structures (Long Span, Monotube, etc.)	EA				0		
33. Temporary FON	EA				0		
34. Interim Standards	LS						
SUBTOTAL				4	47		
35. Quality Control	5%	1	N/A	N/A	2		
36. Supervision	5%	1	N/A	N/A	2		
37. Power Company Coord.	LS	1		N/A	0		
38. Technical Meetings	EA			N/A	0		
39. Field Review	EA			N/A	0		
TOTAL				**4**	**51**		

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Structure Design

Section 413

Task No.	Task	Units	Design and Production Staff Hours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
1	Index of Drawings	Sheet				0	
2	Project Layout	Sheet				0	
3	General Notes and Bid Item Notes	Sheet				0	
3a	U-Beam General Notes and Bid Item Notes	Sheet				0	
4	Incorporate FDOT Standards	Sheet				0	
4a	Develop U-Beam Standards & Drawings	Sheet				0	
5	Incorporate Report of Core Borings	Sheet				0	
6	Existing Bridge Plans	LS				0	
7	Computation Book and Quantities	LS	1	12	N/A	12	Revised from 6 simple-2complicated to 4 simple-3 complicated
8	Cost Estimates	LS	1	8	N/A	8	Revised from 6 simple-2complicated to 4 simple-3 complicated
9	Technical Special Provisions	LS	1		N/A	0	
	Structures - Miscellaneous Tasks & Drawings Subtotals				0	20	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10.1	Bridge 1: SR 417 NB over Lake Underhill	0				0					
10.2	Bridge 2: SR 417 SB over Lake Underhill	0				0					
10.3	Bridge 3: SR 417 NB over Econ Trail										
10.4	Bridge 4: SR 417 SB over Econ Trail										
10.5	Bridge 5: Ramp C over Econ Trail										
10.6	Bridge 6: Ramp E over SR 408	0				0					
10.7	Bridge 7: Ramp C Flyover (Concrete)	0				0					
10.8	Bridge 8: Ramp A Flyover (Concrete)	-120				-120					
10.9	Bridge 9: Ramp D (Concrete)	0				0					
10.10	Bridge 10: Ramp D1/A (Concrete)	2,196				2,196					
10.11	Bridge 11:	0									
10.12	Bridge 12:	0									
10.13a	Retaining Walls @ Bridges	-230								-230	
10.13b	Retaining Walls along Roadway	546								546	
10.14	Miscellaneous Structures	376									376
10.15	Conceptual Analysis/Study Phase	0									
	Structures Technical Subtotals	2,768	0	0	0	2,076	0	0	0	316	376

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
11	Field Reviews	LS				
12	Technical Meetings	LS				
13	Quality Assurance / Quality Control	LS	%	5%	139	
14	Independent Peer Review	LS	%	0%	0	
15	Supervison	LS	%	5%	139	
	Structures Non-Technical Subtotals				278	
16	Coordination	LS	%	3%	92	
	Structures - Miscellaneous Tasks & Drawings, Non-Technical, & Coordination Totals				3,158	

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Structure Design

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Bridge 8: Ramp A Flyover (Concrete)

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
13.1	Overall Bridge Final Geometry	LS	1	-120		-120	Credit for overal bridge length reduction.
13.2	Expansion/Contraction Analysis	EA Unit	3			0	
13.3	General Plan and Elevation	Sheet	1			0	
13.4	Construction Staging	Sheet	4			0	
13.5	Approach Slab Plan and Details	Sheet	1			0	
13.6	Miscellaneous Details	Sheet	0			0	
	End Bent Design and Plans						
13.7	End Bent Geometry	EA	1			0	
13.8	Wingwall Design and Geometry	EA Bent				0	
13.9	End Bent Structural Design	EA	1			0	
13.10	End Bent Plan and Elevation	Sheet	1			0	
13.11	End Bent Details	Sheet	2			0	
	Intermediate Bent Design and Plans						
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
	Pier Design and Plans						
13.17	Pier Geometry	EA Pier	8			0	
13.18	Pier Stability Analysis	EA Design	8			0	
13.19	Pier Structural Design	EA Design	8			0	
13.20	Pier Plan and Elevation	Sheet	3			0	
13.21	Pier Details	Sheet	8			0	
	Misc. Substructure Design and Plans						
13.22	Foundation Layout	Sheet	3			0	
13.23	Fender System	LS				0	
	Superstructure Deck Design and Plans						
13.24	Finish Grade Elevation (FGE) Calculation	LS	1			0	
13.25	Finish Grade Elevations	Sheet	6			0	
13.26	Bridge Deck Design	EA Section	1			0	
13.27	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	3			0	
13.28	Superstructure Plan	Sheet	5			0	
13.29	Superstructure Section	Sheet	1			0	
13.30	Miscellaneous Bridge Deck Details	Sheet	0			0	
	Reinforcing Bar Lists						
13.31	Reinforcing Bar List	Sheet	8			0	
	Continuous Concrete Girder Design						

			Longitudinal Analysis				
13.33	Section Properties	LS	1			0	
13.34	Material Properties	LS	1			0	
13.35	Construction Sequence	EA Unit	3			0	
13.36	Tendon Layouts	EA Unit	3			0	
13.37	Live Load Analysis	EA Unit	3			0	
13.38	Temperature Gradient	EA Unit	3			0	
13.39	Time Dependent Analysis	EA Unit	3			0	
13.40	Stress Summary	EA Unit	3			0	
13.41	Ultimate Moments	EA Unit	3			0	
13.42	Ultimate Shear	EA Unit	3			0	
13.43	Construction Loading	EA Unit	3			0	
13.44	Framing Plan	Sheet	4			0	
13.45	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	6			0	
13.46	Girder Details	Sheet	6			0	
13.47	Splice Details	Sheet	3			0	
13.48	Girder Deflections and Camber	Sheet	6			0	
			Simple Span Concrete Design				
13.49	Prestressed Beam	EA Beam	0	0		0	
13.50	Prestressed Beam Schedules	Sheet	0	0	0	0	
13.51	Framing Plan	Sheet	0	0	0	0	
			Load Rating				
13.52	Load Rating	EA Unit	3			0	
	13. Structures-Mid Span Concrete Total				0	-120	

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Structure Design

Section 413 **Bridge 9: Ramp A/D1 (Concrete)**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
13.1	Overall Bridge Final Geometry	LS	1	110		110	Curved - spiral - no BDR effort
13.2	Expansion/Contraction Analysis	EA Unit	2	8		16	
13.3	General Plan and Elevation	Sheet	3	40	3	120	
13.4	Construction Staging	Sheet	2	40	2	80	
13.5	Approach Slab Plan and Details	Sheet	1	0	1	0	
13.6	Miscellaneous Details	Sheet	1	450	1	450	Box Girder lighting for 3 Ramps (A, C, D1)
	End Bent Design and Plans						
13.7	End Bent Geometry	EA	2	12		24	2 units - different widths
13.8	Wingwall Design and Geometry	EA Bent				0	
13.9	End Bent Structural Design	EA				0	
13.10	End Bent Plan and Elevation	Sheet				0	
13.11	End Bent Details	Sheet				0	
	Intermediate Bent Design and Plans						
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
	Pier Design and Plans						
13.17	Pier Geometry	EA Pier	5	24		120	Piers 2-4 similar, 5 - 8 vary
13.18	Pier Stability Analysis	EA Design	5	12		60	
13.19	Pier Structural Design	EA Design	5	60		300	
13.20	Pier Plan and Elevation	Sheet	3	32	3	96	combine some of the variables on to same sheet
13.21	Pier Details	Sheet	6	24	6	144	
	Misc. Substructure Design and Plans						
13.22	Foundation Layout	Sheet	2	28	2	56	
13.23	Fender System	LS				0	
	Superstructure Deck Design and Plans						
13.24	Finish Grade Elevation (FGE) Calculation	LS	1	72		72	
13.25	Finish Grade Elevations	Sheet	3	12	3	36	
13.26	Bridge Deck Design	EA Section	3	16		48	
13.27	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	4	12		48	
13.28	Superstructure Plan	Sheet	6	20	6	120	
13.29	Superstructure Section	Sheet	5	20	5	100	
13.30	Miscellaneous Bridge Deck Details	Sheet	2	20	2	40	FDOT U-Beam applicable details
	Reinforcing Bar Lists						
13.31	Reinforcing Bar List	Sheet	8	12	8	96	
	Continuous Concrete Girder Design						
	Longitudinal Analysis						
13.33	Section Properties	LS	1	16		16	
13.34	Material Properties	LS	1	20		20	
13.35	Construction Sequence	EA Unit	2	36		72	One Continous Unit and 1 Simple Span Unit (with Straight & Curved)
13.36	Tendon Layouts	EA Unit	2	40		80	
13.37	Live Load Analysis	EA Unit	2	32		64	
13.38	Temperature Gradient	EA Unit	2	40		80	

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Orange County

Structure Design

Section 413 **Bridge 9: Ramp A/D1 (Concrete)**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.39	Time Dependent Analysis	EA Unit	2	150		300	
13.40	Stress Summary	EA Unit	2	60		120	
13.41	Ultimate Moments	EA Unit	2	40		80	
13.42	Ultimate Shear	EA Unit	2	40		80	
13.43	Construction Loading	EA Unit	2	40		80	
13.44	Framing Plan	Sheet	3	24	3	72	
13.45	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	1	20	1	20	
13.46	Girder Details	Sheet	3	28	3	84	
13.47	Splice Details	Sheet	2	24	2	48	
13.48	Girder Deflections and Camber	Sheet	2	20	2	40	
	Simple Span Concrete Desigu						
13.49	Prestressed Beam	EA Beam	16	10		160	
13.50	Prestressed Beam Schedules	Sheet	1	24	1	24	
13.51	Framing Plan	Sheet	3	20	3	60	
	Load Rating						
13.52	Load Rating	EA Unit	16	10		160	1 @ 32, 2 @ 16 & 16 @ 6 = 160
	Credit						
	Ramp D	LS	1	-1600		-1600	Simple Span Bridge combined with Ramp A/D1. Simple span bridge converted to to 3 span contginous, 1 simple span post-tensioned and 4 simple spans to eliminate earth plug and MSE wall on approach.
	13. Structures-Mid Span Concrete Total				**57**	**2,196**	

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Structure Design

Section 413

Walls @ Bridge Ends

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
17.1	Key Sheet	Sheet	1			0	
17.2	Horizontal Wall Geometry	EA Wall	41			0	
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	EA Wall	9			0	
17.4	Semi-Standard Drawings	Sheet	3			0	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	37			0	
17.6	Details	Sheet	2			0	
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	EA Wall	32			0	
17.8	Semi-Standard Drawings	Sheet	0			0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	7			0	
17.10	Details	Sheet	3			0	
Cast in Place Retaining Walls							
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	
Other Retaining Walls							
17.17	Design	EA Design	12			0	
17.18	Vertical Wall Geometry	EA Wall				0	
17.19	General Notes, Tables & Misc. Details	Sheet			0	0	
17.20	Wall Plan and Elevations	Sheet			0	0	
17.21	Details	Sheet			0	0	
Credit							
		LS	1	-230		-230	Reduced for earth plug and approach modificatgions. Revised some of the bridge wall limits to be consistent with addition of new roadway wall limits
17. Structures-Retaining Wall Totals					0	-230	

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Orange County

Structure Design

Section 413

Walls @ Roadway Sections

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
17.1	Key Sheet	Sheet	0	0	0	0	
17.2	Horizontal Wall Geometry	EA Wall	7	12		84	
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	EA Wall	7	16		112	
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	35	10	35	350	
17.6	Details	Sheet	0	0	0	0	
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	EA Wall	0	4		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	12	0	0	
17.10	Details	Sheet	0	24	0	0	
Cast in Place Retaining Walls							
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	
Other Retaining Walls							
17.17	Design	EA Design	0	12	0	0	
17.18	Vertical Wall Geometry	EA Wall				0	
17.19	General Notes, Tables & Misc. Details	Sheet			0	0	
17.20	Wall Plan and Elevations	Sheet			0	0	
17.21	Details	Sheet			0	0	
	17. Roadway-Retaining Wall Totals				35	546	

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Section 413

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
18.1	Concrete Box Culverts	EA	0	0		0	
18.2	Concrete Box Culverts Extensions	EA	0	0		0	
Strain Poles							
18.3	Steel Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.4	Concrete Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
Mast Arms							
18.5	Mast Arms	EA Pole	0	0		0	
Overhead & Cantilever Sign Structures							
18.6	Cantilever Sign Structures	EA				0	
18.7	Overhead Span Sign Structures	EA				0	
18.8	Special (longspan) Overhead Span Sign Structures	EA	0	0		0	
18.9	Monotube Overhead Sign Structure	EA	0	0		0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA	0	0		0	
High Mast Lighting Fixtures							
18.11	High Mast Lighting Structures	EA	0	0		0	
Sound Barrier Walls (Ground Mount)							
18.12	Horizontal Wall Geometry	EA Wall	2	16		32	
18.13	Vertical Wall Geometry	EA 500 feet of	8	20		160	
18.14	Semi-Standard Drawings	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	8	20	8	160	500' per sheet max
18.16	Design for Wall Height Covered by Standards	EA Design	1	12		12	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0		0	
18.18	Aesthetic Details	LS	1	12	6	12	
Special Structures							
18.19	Special Structures	LS	0	0		0	
	18. Miscellaneous Structures Totals				**14**	**376**	

Computation of Geotechnical Cost - Ardaman & Associates, Inc.
Bridges

SR 408 / SR 417 Interchange
Supplemental

Date: 2/8/13

Component/Unit Description	Unit of Measure	Unit Price	Unit Quantity	Component Cost
I. FIELD EXPLORATION:				
1. Crew & Equipment Mobilization:				
a. - Truck-Mounted Equipment	Ea.	$300.00	0.0	$0.00
b. - Track/Bombadier	Ea.	$5,000.00	0.0	$0.00
c. - Mudbug	Ea.	$350.00	0.0	$0.00
d. - Barge	Ea.	$7,500.00	0.0	$0.00
2. Standard Penetration Test Borings(ASTM D-1586):				
Land: 0 Borings to 0 ft.		0 Borings to	0.0 ft.	
0 Borings to 0 ft.		0 Borings to	0.0 ft.	
0 Borings to 0 ft.		0 Borings to	0.0 ft.	
a. - 0 to 50 ft. depths	LF	$12.00	0.0	$0.00
b. - 50 to 100 ft. depths	LF	$14.00	25.0	$350.00
c. - 100 to 150 ft. depths	LF	$17.00	175.0	$2,975.00
d. - 150 to 200 ft. depths	LF	$17.00	0.0	$0.00
e. - 200 to 250 ft. depths	LF	$0.00	0.0	$0.00
f. - 250 to 300 ft. depths	LF	$0.00	0.0	$0.00
g. - 300 to 350 ft. depths	LF	$0.00	0.0	$0.00
h. - 350 to 400 ft. depths	LF	$0.00	0.0	$0.00
i. - 400 to 450 ft. depths	LF	$0.00	0.0	$0.00
j. - 450 to 500 ft. depths	LF	$0.00	0.0	$0.00
Barge/ 0 Borings to 0 ft.		0 Borings to	0.0 ft.	
Track: 0 Borings to 0 ft.		0 Borings to	0.0 ft.	
0 Borings to 0 ft.		0 Borings to	0.0 ft.	
k. - 0 to 50 ft. depths	LF	$18.00	0.0	$0.00
l. - 50 to 100 ft. depths	LF	$21.00	0.0	$0.00
m. - 100 to 150 ft. depths	LF	$25.50	0.0	$0.00
n. - 150 to 200 ft. depths	LF	$25.50	0.0	$0.00
o. - 200 to 250 ft. depths	LF	$0.00	0.0	$0.00
p. - 250 to 300 ft. depths	LF	$0.00	0.0	$0.00
q. - 300 to 350 ft. depths	LF	$0.00	0.0	$0.00
r. - 350 to 400 ft. depths	LF	$0.00	0.0	$0.00
s. - 400 to 450 ft. depths	LF	$0.00	0.0	$0.00
t. - 450 to 500 ft. depths	LF	$0.00	0.0	$0.00
3. Rock Coring - HW Barrel(ASTM D-2113):				
Land:				
a. - 0 to 50 ft. depths	LF	$35.00	0.0	$0.00
b. - 50 to 100 ft. depths	LF	$38.00	0.0	$0.00
c. - 100 to 150 ft. depths	LF	$43.00	0.0	$0.00
d. - 150 to 200 ft. depths	LF	$49.00	0.0	$0.00
e. - 200 to 250 ft. depths	LF	$55.00	0.0	$0.00
f. - 250 to 300 ft. depths	LF	$0.00	0.0	$0.00
g. - 300 to 350 ft. depths	LF	$0.00	0.0	$0.00
h. - 350 to 400 ft. depths	LF	$0.00	0.0	$0.00
i. - 400 to 450 ft. depths	LF	$0.00	0.0	$0.00
j. - 450 to 500 ft. depths	LF	$0.00	0.0	$0.00
Barge/				

Track:					
k. - 0 to 50 ft. depths		LF	$52.50	0.0	$0.00
l. - 50 to 100 ft. depths		LF	$57.00	0.0	$0.00
m. - 100 to 150 ft. depths		LF	$64.50	0.0	$0.00
n. - 150 to 200 ft. depths		LF	$73.50	0.0	$0.00
o. - 200 to 250 ft. depths		LF	$82.50	0.0	$0.00
p. - 250 to 300 ft. depths		LF	$0.00	0.0	$0.00
q. - 300 to 350 ft. depths		LF	$0.00	0.0	$0.00
r. - 350 to 400 ft. depths		LF	$0.00	0.0	$0.00
s. - 400 to 450 ft. depths		LF	$0.00	0.0	$0.00
t. - 450 to 500 ft. depths		LF	$0.00	0.0	$0.00

4. Grout Seal Boreholes:

Land:	0 Borings to	0 ft.	0 Borings to	0.0 ft.	
	0 Borings to	0 ft.	0 Borings to	0.0 ft.	
	0 Borings to	0 ft.	0 Borings to	0.0 ft.	
a. - 0 to 50 ft. depths			LF	$3.00	0.0	$0.00
b. - 50 to 100 ft. depths			LF	$3.50	0.0	$0.00
c. - 100 to 150 ft. depths			LF	$4.00	0.0	$0.00
d. - 150 to 200 ft. depths			LF	$5.00	0.0	$0.00
e. - 200 to 250 ft. depths			LF	$6.00	0.0	$0.00
f. - 250 to 300 ft. depths			LF	$0.00	0.0	$0.00
g. - 300 to 350 ft. depths			LF	$0.00	0.0	$0.00
h. - 350 to 400 ft. depths			LF	$0.00	0.0	$0.00
i. - 400 to 450 ft. depths			LF	$0.00	0.0	$0.00
j. - 450 to 500 ft. depths			LF	$0.00	0.0	$0.00
Barge/	0 Borings to	0 ft.	0 Borings to	0.0 ft.	
Track:	0 Borings to	0 ft.	0 Borings to	0.0 ft.	
	0 Borings to	0 ft.	0 Borings to	0.0 ft.	
k. - 0 to 50 ft. depths			LF	$4.50	0.0	$0.00
l. - 50 to 100 ft. depths			LF	$5.25	0.0	$0.00
m. - 100 to 150 ft. depths			LF	$6.00	0.0	$0.00
n. - 150 to 200 ft. depths			LF	$7.50	0.0	$0.00
o. - 200 to 250 ft. depths			LF	$9.00	0.0	$0.00
p. - 250 to 300 ft. depths			LF	$0.00	0.0	$0.00
q. - 300 to 350 ft. depths			LF	$0.00	0.0	$0.00
r. - 350 to 400 ft. depths			LF	$0.00	0.0	$0.00
s. - 400 to 450 ft. depths			LF	$0.00	0.0	$0.00
t. - 450 to 500 ft. depths			LF	$0.00	0.0	$0.00

5. Casing Allowance:

Land:				
a. - 0 to 50 ft. depths	LF	$7.50	0.0	$0.00
b. - 50 to 100 ft. depths	LF	$9.20	0.0	$0.00
c. - 100 to 150 ft. depths	LF	$11.00	0.0	$0.00
d. - 150 to 200 ft. depths	LF	$0.00	0.0	$0.00
e. - 200 to 250 ft. depths	LF	$0.00	0.0	$0.00
f. - 250 to 300 ft. depths	LF	$0.00	0.0	$0.00
g. - 300 to 350 ft. depths	LF	$0.00	0.0	$0.00
h. - 350 to 400 ft. depths	LF	$0.00	0.0	$0.00
i. - 400 to 450 ft. depths	LF	$0.00	0.0	$0.00
j. - 450 to 500 ft. depths	LF	$0.00	0.0	$0.00
Barge/ Track:				
k. - 0 to 50 ft. depths	LF	$11.25	0.0	$0.00
l. - 50 to 100 ft. depths	LF	$13.80	0.0	$0.00

m. - 100 to 150 ft. depths			LF	$16.50	0.0	$0.00
n. - 150 to 200 ft. depths			LF	$0.00	0.0	$0.00
o. - 200 to 250 ft. depths			LF	$0.00	0.0	$0.00
p. - 250 to 300 ft. depths			LF	$0.00	0.0	$0.00
q. - 300 to 350 ft. depths			LF	$0.00	0.0	$0.00
r. - 350 to 400 ft. depths			LF	$0.00	0.0	$0.00
s. - 400 to 450 ft. depths			LF	$0.00	0.0	$0.00
t. - 450 to 500 ft. depths			LF	$0.00	0.0	$0.00
6. Cone Penetration Test Soundings(ASTM D-3441):						
Land:	0 Borings to	0 ft.		0 Borings to	0.0 ft.	
	0 Borings to	0 ft.		0 Borings to	0.0 ft.	
	0 Borings to	0 ft.		0 Borings to	0.0 ft.	
a. - 0 to 50 ft. depths			LF	$13.00	0.0	$0.00
b. - 50 to 100 ft. depths			LF	$13.00	0.0	$0.00
c. - 100 to 150 ft. depths			LF	$13.00	0.0	$0.00
d. - 150 to 200 ft. depths			LF	$13.00	0.0	$0.00
e. - 200 to 250 ft. depths			LF	$0.00	0.0	$0.00
f. - 250 to 300 ft. depths			LF	$0.00	0.0	$0.00
g. - 300 to 350 ft. depths			LF	$0.00	0.0	$0.00
h. - 350 to 400 ft. depths			LF	$0.00	0.0	$0.00
i. - 400 to 450 ft. depths			LF	$0.00	0.0	$0.00
j. - 450 to 500 ft. depths			LF	$0.00	0.0	$0.00
Barge/						
Track:	0 Borings to	0 ft		0 Borings to	0.0 ft	
	0 Borings to	0 ft		0 Borings to	0.0 ft	
	0 Borings to	0 ft		0 Borings to	0.0 ft	
k. - 0 to 50 ft. depths			LF	$0.00	0.0	$0.00
l. - 50 to 100 ft. depths			LF	$0.00	0.0	$0.00
m. - 100 to 150 ft. depths			LF	$0.00	0.0	$0.00
n. - 150 to 200 ft. depths			LF	$0.00	0.0	$0.00
o. - 200 to 250 ft. depths			LF	$0.00	0.0	$0.00
p. - 250 to 300 ft. depths			LF	$0.00	0.0	$0.00
q. - 300 to 350 ft. depths			LF	$0.00	0.0	$0.00
r. - 350 to 400 ft. depths			LF	$0.00	0.0	$0.00
s. - 400 to 450 ft. depths			LF	$0.00	0.0	$0.00
t. - 450 to 500 ft. depths			LF	$0.00	0.0	$0.00
7. Auger Borings(ASTM D-1452):						
	0 Borings to	0 ft				
	0 Borings to	0 ft				
	0 Borings to	0 ft				
	0 Borings to	0 ft				
a. - 0 to 50 ft. depths			LF	$9.50	0.0	$0.00
8. Drill Rig and Crew:	Land		Hr	$180.00	0.0	$0.00
	Amphibious/Barge		Hr	$270.00	0.0	$0.00
9. Field Permeability Tests:			Ea.	$275.00	0.0	$0.00
10. MOT (5 borings @ 1.5 days/boring)			Hr.	$225.00	60.0	$13,500.00
11. Hand Probing/Wash Borings:						
a. - 2 person crew			Hr.	$110.00	0.0	$0.00
b. - 3 person crew			Hr.	$160.00	0.0	$0.00

12. Per Diem for Drill Crew:				
a. - 2 person crew	Days	$100.00	0.0	$0.00
b. - 3 person crew	Days	$150.00	0.0	$0.00
13. Thin-Walled Tube Samples(ASTM D-1587):				
Land:				
a. - 0 to 50 ft. depths	Ea.	$140.00	0.0	$0.00
b. - 50 to 100 ft. depths	Ea.	$155.00	0.0	$0.00
c. - 100 to 150 ft. depths	Ea.	$260.00	0.0	$0.00
d. - 150 to 200 ft. depths	Ea.	$340.00	0.0	$0.00
Barge/				
Track:				
a. - 0 to 50 ft. depths	Ea.	$210.00	0.0	$0.00
b. - 50 to 100 ft. depths	Ea.	$232.50	0.0	$0.00
c. - 100 to 150 ft. depths	Ea.	$390.00	0.0	$0.00
d. - 150 to 200 ft. depths	Ea.	$510.00	0.0	$0.00
14. Site Reconnaissance/Utility Coordination:				
a. - Project Engineer	hrs.	$106.71	0.0	$0.00
b. - Engineering Tech.	hrs.	$62.65	0.0	$0.00
15. Extra Split Spoon Samples:				
Land:				
a. - 0 to 50 ft. depths	Ea.	$29.00	0.0	$0.00
b. - 50 to 100 ft. depths	Ea.	$32.00	0.0	$0.00
c. - 100 to 150 ft. depths	Ea.	$41.50	0.0	$0.00
d. - 150 to 200 ft. depths	Ea.	$45.00	0.0	$0.00
e. - 200 to 250 ft. depths	Ea.	$50.00	0.0	$0.00
f. - 250 to 300 ft. depths	Ea.	$0.00	0.0	$0.00
g. - 300 to 350 ft. depths	Ea.	$0.00	0.0	$0.00
h. - 350 to 400 ft. depths	Ea.	$0.00	0.0	$0.00
i. - 400 to 450 ft. depths	Ea.	$0.00	0.0	$0.00
j. - 450 to 500 ft. depths	Ea.	$0.00	0.0	$0.00
Barge/				
Track:				
k. - 0 to 50 ft. depths	Ea.	$43.50	0.0	$0.00
l. - 50 to 100 ft. depths	Ea.	$48.00	0.0	$0.00
m. - 100 to 150 ft. depths	Ea.	$62.25	0.0	$0.00
n. - 150 to 200 ft. depths	Ea.	$67.50	0.0	$0.00
o. - 200 to 250 ft. depths	Ea.	$75.00	0.0	$0.00
p. - 250 to 300 ft. depths	Ea.	$0.00	0.0	$0.00
q. - 300 to 350 ft. depths	Ea.	$0.00	0.0	$0.00
r. - 350 to 400 ft. depths	Ea.	$0.00	0.0	$0.00
s. - 400 to 450 ft. depths	Ea.	$0.00	0.0	$0.00
t. - 450 to 500 ft. depths	Ea.	$0.00	0.0	$0.00
16. Pavement Cores:	Hr.	$120.00	0.0	$0.00
17. Double Ring Infil.(ASTM D-3385)	Ea.	$525.00	0.0	$0.00
18. Subcontract Earthwork Services:				
a. - Clay Stabilization Matl.	CY	$0.00	0.0	$0.00
b. - Clean Sand Fill Material	CY	$0.00	0.0	$0.00
c. - Geogrid (Tensar SS2)	SY	$0.00	0.0	$0.00
d. - Removal Wetlands Fill	CY	$0.00	0.0	$0.00
e. - Silt Barrier	LF	$0.00	0.0	$0.00
19. Water Sampling:	Ea.	$80.00	0.0	$0.00

20. Field Vane Test(ASTM D-2573):		Ea.	$450.00	0.0	$0.00
21. Dilatometer Sounding:		Hr.	$160.00	0.0	$0.00
22. Monitor Wells - 2 inch (50mm):					
0 Wells to	0 ft				
0 Wells to	0 ft				
0 Wells to	0 ft				
0 Wells to	0 ft				
a. - 0 to 50 ft. depths		LF	$35.00	0.0	$0.00
23. Concrete Pad and Cover:		Ea.	$275.00	0.0	$0.00
24. Deco/Development Time:		Hr	$110.00	0.0	$0.00
25. OVA Headspace Analysis, Senior Engineering Technician:		Hr	$80.00	0.0	$0.00
26. OVA Equipment Charge:		Days	$0.00	0.0	$0.00
27. Riser:		LF	$10.00	0.0	$0.00
28. Screen:		LF	$15.00	0.0	$0.00
29. Water Sampling for Analytical Lab Work (PCA):		Ea.	$80.00	0.0	$0.00
	Total for Field Exploration				$16,825.00
II. LABORATORY TESTING:					
1. Visual Exam./Stratify(ASTM D-2488):					
- Project Engineer		hrs.	$106.71	0.0	$0.00
- Engineering Intern		hrs.	$76.24	0.0	$0.00
2. Grain Size Analysis:					
a. - Full Grad.(FM 1-T 88)		Ea.	$40.00	0.0	$0.00
b. - Single Sieve(FM 1-T 88)		Ea.	$25.00	0.0	$0.00
3. Hydrometer(FM 1-T 88):		Ea.	$100.00	0.0	$0.00
4. Organic Content(FM 1-T 267):		Ea.	$28.00	0.0	$0.00
5. Atterberg Limits(FM 1-T 89/90):					
a. - Plastic Limit		Ea.	$45.00	0.0	$0.00
b. - Liquid Limit		Ea.	$45.00	0.0	$0.00
6. Natural Moisture (FM 1-T 265):		Ea.	$12.00	0.0	$0.00
7. Unit Weight Determination:		Ea.	$55.00	0.0	$0.00
8. Consolidation Test(FM 1-T 216):		Ea.	$550.00	0.0	$0.00
9. Permeability(FM 1-T 215/5-513):		Ea.	$250.00	0.0	$0.00
10. Corrosion Series: (pH, Sulfate, Chloride, Resistivity)		Ea.	$140.00	0.0	$0.00
11. Triaxial/point(FM 1-T 234):		Ea.	$300.00	0.0	$0.00
12. Unconfined Comp.(ASTM D-2166):		Ea.	$60.00	0.0	$0.00

13. Limerock Bearing Ratio(FM5-515):		Ea.	$280.00	0.0	$0.00
14. Specific Gravity(FM 1-T 100):		Ea.	$75.00	0.0	$0.00
15. Bitumen Extraction(FM 1-T 164):		Ea.	$70.00	0.0	$0.00
16. Bitumen Gradation(FM 1-T 30):		Ea.	$40.00	0.0	$0.00
17. Direct Shear(ASTM D-3080):		Ea.	$180.00	0.0	$0.00
18. Shrinkage Factor(FM 1-T 092):		Ea.	$60.00	0.0	$0.00
19. Swell Potential(ASTM D-4546):		Ea.	$60.00	0.0	$0.00
20. Compaction(FM 5-525/521):		Ea.	$90.00	0.0	$0.00
21. Min./Max. Den.(ASTM D-4254/53):		Ea.	$90.00	0.0	$0.00
22. Unconfined - Rock(ASTM D-2938):		Ea.	$90.00	0.0	$0.00
23. Splitting Tensile(ASTM D-3967):		Ea.	$120.00	0.0	$0.00
24. Kerosene Analysis Group:		Ea.	$450.00	0.0	$0.00
	Total for Laboratory Testing				$0.00
III. ENGINEERING AND TECHNICAL SERVICES:					
1. Chief Engineer		hrs.	$152.43	0.0	$0.00
2. Senior Engineer:		hrs.	$145.87	0.0	$0.00
3. Project Engineer:		hrs.	$103.04	0.0	$0.00
4. Engineering Intern:		hrs.	$73.62	0.0	$0.00
5. CADD / Computer Technician		hrs.	$66.26	0.0	$0.00
6. Secretary/Clerical:		hrs.	$48.98	0.0	$0.00
	Total for Engineering and Technical Services				$0.00
	Grand Total this Proposal				$16,825.00

NADIC ENGINEERING SERVICES, INC.
Civil, Environmental, and Geotechnical Consultants

January 17, 2013

URS Corporation
315 E. Robinson St, Suite 245
Orlando, FL 32801-1949

Attention: Mr. Stephen N. Noppinger, P.E.
Vice President

Re: Proposal for Geotechnical Engineering Services – Additional Sound Wall
SR 417 and SR 408 Interchange Improvements
Orange County, Florida
OOCEA Project# 253F
NES Project No.: R11043

Dear Mr. Noppinger:

NES is pleased to submit this Fee Proposal for additional geotechnical engineering services for the additional sound wall requested by OOCEA for the referenced proposed improvements. We understand that this improvement is for the ultimate design of the interchange. We have also included the cost of geotechnical exploration for Ponds 15 and 16 which were included the Roadway Soil Survey report submitted for this project.

Our services for this project will consist of providing geotechnical engineering services in general accordance with the Florida Department of Transportation (FDOT) "Soils and Foundation Manual" and within our understanding of the project. Based on discussions with you and URS, **NES** will provide the following additional geotechnical services:

- Two Standard Penetration Test borings to a depth of 20 feet for Pond 15 extension (task completed)
- Two Standard Penetration Test borings to a depth of 15 feet at the existing Pond 16 site (task completed)
- Additional 1800 linear foot for sound wall (to be provided).

Field Testing Program

We anticipate the testing program will generally consist of the following services:

1. Perform site reconnaissance and utility clearance coordination
2. Perform a total of 9 SPT borings to a depth of 40 feet for sound walls, and two (2) SPT borings to a depth of 15 feet and 20 feet for Pond 15 and 16, respectively.

3. Visually examine all recovered soil samples in the laboratory using the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples. The laboratory testing will include grain-size analyses, Atterberg limits, organic content, natural moisture content and corrosion series testing, as appropriate

4. Collect groundwater level measurements and estimate normal wet seasonal high groundwater tables.

The results of the field exploration and laboratory tests will be used in performing engineering evaluations and developing recommendations for design and construction of the proposed roadway improvements. Final reports will incorporate results of the geotechnical information provided by OOCEA on preliminary reports prepared for this project as well as any additional field or laboratory test results and any special provisions for the contract plans.

Fee Estimates

In accordance with the proposed scope of services, we estimate the total cost of our services to be **$22,451.87.**

We sincerely appreciate the opportunity of submitting this fee proposal, and look forward to working with you, RS&H and OOCEA once again. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,

NADIC ENGINEERING SERVICES, INC.

Godwin N. Nnadi, Ph.D., P.E.
Principal Engineer

GNN: R11043 (SR417_SR 408). (January 172013) pro

Attachment:
FDOT Spreadsheet – Estimate of Work Effort and Cost – Sub consultant
FDOT Spreadsheet – Staff Hours – Geotechnical
Attachment A – Computation of Geotechnical Field and Laboratory Cost

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 408/SR417 SYSTEMS INTERCHANGE CONSTRUCTION
County: Orange
OOCEA Project Number: 253F
OOCEA Contract Number: 000818

Consultant Name: URS/NADIC ENGINEERING SVCS
Consultant No.: R11033
Date: 1/17/2013
Estimator: Godwin Nnadi

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Staff Engineer	Cadd/Computer Tech	Sr. Engineer Tech.	Secretary	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$55.71	$0.00	$52.08	$45.19	$28.94	$24.42	$22.15	$16.58	$0.00	$0.00	$0.00	$0.00			
3. Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - BDR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
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	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Geotechnical	79	9	0	0	23	26	10	8	4	0	0	0	0	80	$2,781	$34.76
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Wall Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	79	9	0	0	23	26	10	8	4	0	0	0	0	80		
Total Staff Cost		$501.39	$0.00	$0.00	$1,039.37	$752.44	$244.20	$177.20	$66.32	$0.00	$0.00	$0.00	$0.00		$2,780.92	$34.76

Check = $2,780.92

Salary Related Costs

Total Activity Salary Costs			$2,780.92
Overhead Activities	234.34%		$6,516.81
Subtotal Salary Related Costs (Limiting Amount)			**$9,297.73**
Operating Margin (Fixed Fee)	15.00%	**	**$417.14**

**(Equivalent Lump Sum for Operating Margin 4.49%)

Expenses

Direct Reimbursables (Out-of-Pocket)	0.00%				$0.00
Survey (Field)	0	4-man crew d.	$ -	/ day	$0.00
Geotechnical Field and Lab Testing					$12,737.00
Subtotal Expenses (Lump Sum)					**$12,737.00**

NADIC TOTAL (Maximum Limiting Amount) **$22,451.87**

Component/Unit Description				Unit of Measure	Unit Price	Unit Quantity	Component Cost
I. FIELD EXPLORATION:							
1. Crew & Equipment Mobilization:							
a. - Truck-Mounted Equipment				Ea.	$450.00	2.0	$900.00
b. - Track/Bombadier				Ea.	$2,400.00	0.0	$0.00
c. - Mudbug				Ea.	$600.00	0.0	$0.00
d. - Barge				Ea.	$16,000.00	0.0	$0.00
2. Standard Penetration Test Borings(ASTM D-1586):							
Land:	9 Borings to	40 ft.	Soundwall	2 Borings to	15.0 ft.	Pond 16	
	0 Borings to	0 ft.		2 Borings to	20.0 ft.	Pond 15	
	0 Borings to	0 ft.		0 Borings to	0.0 ft.		
a. - 0 to 50 ft. depths				LF	$12.40	430.0	$5,332.00
b. - 50 to 100 ft. depths				LF	$15.00	0.0	$0.00
c. - 100 to 150 ft. depths				LF	$19.50	0.0	$0.00
d. - 150 to 200 ft. depths				LF	$24.00	0.0	$0.00
e. - 200 to 250 ft. depths				LF	$30.00	0.0	$0.00
Barge/	0 Borings to	0 ft.		0 Borings to	0.0 ft.		
Track:	0 Borings to	0 ft.		0 Borings to	0.0 ft.		
	0 Borings to	0 ft.		0 Borings to	0.0 ft.		
k. - 0 to 50 ft. depths				LF	$18.60	0.0	$0.00
l. - 50 to 100 ft. depths				LF	$22.50	0.0	$0.00
m. - 100 to 150 ft. depths				LF	$28.50	0.0	$0.00
n. - 150 to 200 ft. depths				LF	$36.00	0.0	$0.00
o. - 200 to 250 ft. depths				LF	$45.00	0.0	$0.00
3. Rock Coring - HW Barrel(ASTM D-2113):							
Land:							
a. - 0 to 50 ft. depths				LF	$30.00	0.0	$0.00
b. - 50 to 100 ft. depths				LF	$35.00	0.0	$0.00
c. - 100 to 150 ft. depths				LF	$40.00	0.0	$0.00
d. - 150 to 200 ft. depths				LF	$50.00	0.0	$0.00
e. - 200 to 250 ft. depths				LF	$60.00	0.0	$0.00
Barge/ Track:							
k. - 0 to 50 ft. depths				LF	$45.00	0.0	$0.00
l. - 50 to 100 ft. depths				LF	$52.50	0.0	$0.00
m. - 100 to 150 ft. depths				LF	$60.00	0.0	$0.00
n. - 150 to 200 ft. depths				LF	$75.00	0.0	$0.00
o. - 200 to 250 ft. depths				LF	$90.00	0.0	$0.00
4. Grout Seal Boreholes:							
Land:	0 Borings to	0 ft.		0 Borings to	0.0 ft.		
	0 Borings to	0 ft.		0 Borings to	0.0 ft.		
	0 Borings to	0 ft.		0 Borings to	0.0 ft.		
a. - 0 to 50 ft. depths				LF	$5.00	0.0	$0.00
b. - 50 to 100 ft. depths				LF	$6.00	0.0	$0.00
c. - 100 to 150 ft. depths				LF	$8.00	0.0	$0.00
d. - 150 to 200 ft. depths				LF	$10.00	0.0	$0.00
e. - 200 to 250 ft. depths				LF	$12.00	0.0	$0.00

Barge/	0	Borings to	0 ft.	0	Borings to	0.0 ft.	
Track:	0	Borings to	0 ft.	0	Borings to	0.0 ft.	
	0	Borings to	0 ft.	0	Borings to	0.0 ft.	
k. - 0 to 50 ft. depths				LF	$7.50	0.0	$0.00
l. - 50 to 100 ft. depths				LF	$9.00	0.0	$0.00
m. - 100 to 150 ft. depths				LF	$12.00	0.0	$0.00
n. - 150 to 200 ft. depths				LF	$15.00	0.0	$0.00
o. - 200 to 250 ft. depths				LF	$18.00	0.0	$0.00

5. Casing Allowance:

Land:							
a. - 0 to 50 ft. depths				LF	$8.00	0.0	$0.00
b. - 50 to 100 ft. depths				LF	$10.00	0.0	$0.00
c. - 100 to 150 ft. depths				LF	$11.00	0.0	$0.00
d. - 150 to 200 ft. depths				LF	$12.50	0.0	$0.00
e. - 200 to 250 ft. depths				LF	$15.00	0.0	$0.00
Barge/ Track:							
k. - 0 to 50 ft. depths				LF	$12.00	0.0	$0.00
l. - 50 to 100 ft. depths				LF	$15.00	0.0	$0.00
m. - 100 to 150 ft. depths				LF	$16.50	0.0	$0.00
n. - 150 to 200 ft. depths				LF	$18.75	0.0	$0.00
o. - 200 to 250 ft. depths				LF	$22.50	0.0	$0.00

6. Cone Penetration Test Soundings(ASTM D-3441):

Land:	0	Borings to	0 ft	0	Borings to	0.0 ft	
	0	Borings to	0 ft	0	Borings to	0.0 ft	
	0	Borings to	0 ft	0	Borings to	0.0 ft	
a. - 0 to 50 ft. depths				LF	$9.00	0.0	$0.00
b. - 50 to 100 ft. depths				LF	$11.00	0.0	$0.00
c. - 100 to 150 ft. depths				LF	$13.00	0.0	$0.00
d. - 150 to 200 ft. depths				LF	$15.00	0.0	$0.00
e. - 200 to 250 ft. depths				LF	$17.00	0.0	$0.00
Barge/ Track:	0	Borings to	0 ft	0	Borings to	0.0 ft	
	0	Borings to	0 ft	0	Borings to	0.0 ft	
	0	Borings to	0 ft	0	Borings to	0.0 ft	
k. - 0 to 50 ft. depths				LF	$13.50	0.0	$0.00
l. - 50 to 100 ft. depths				LF	$16.50	0.0	$0.00
m. - 100 to 150 ft. depths				LF	$19.50	0.0	$0.00
n. - 150 to 200 ft. depths				LF	$22.50	0.0	$0.00
o. - 200 to 250 ft. depths				LF	$25.50	0.0	$0.00

7. Auger Borings(ASTM D-1452):

	0	Borings to	0 ft				
	0	Borings to	0 ft				
	0	Borings to	0 ft				
	0	Borings to	0 ft				
a. - 0 to 50 ft. depths				LF	$10.00	0.0	$0.00

8. Drill Rig and Crew:	Land (creating access to boring locations)	Hr	$150.00	3.0	$450.00

Amphibious/Barge	Hr	$250.00	0.0	$0.00
9. Field Permeability Tests:	Ea.	$275.00	0.0	$0.00
10a. MOT -Signs	Hr.	$180.00	8.0	$1,440.00
10b. MOT - Flashing Arrow Board/Advance Warning Vehicle	Days	$120.00	1.0	$120.00
10c. MOT - Crash Attenutor Truck/Energy Absorption Vehicle	Days	$1,400.00	1.0	$1,400.00
10d. MOT - Law office/Trooper	Hr.	$55.00	8.0	$440.00
11. Hand Probing/Wash Borings:				
a. - 2 person crew	Hr.	$950.00	0.0	$0.00
b. - 3 person crew	Hr.	$1,300.00	0.0	$0.00
12. Per Diem for Drill Crew:				
a. - 2 person crew	Days	$150.00	0.0	$0.00
b. - 3 person crew	Days	$200.00	0.0	$0.00
13. Thin-Walled Tube Samples(ASTM D-1587):				
Land:				
a. - 0 to 50 ft. depths	Ea.	$150.00	0.0	$0.00
b. - 50 to 100 ft. depths	Ea.	$200.00	0.0	$0.00
c. - 100 to 150 ft. depths	Ea.	$250.00	0.0	$0.00
d. - 150 to 200 ft. depths	Ea.	$300.00	0.0	$0.00
Barge/				
Track:				
a. - 0 to 50 ft. depths	Ea.	$225.00	0.0	$0.00
b. - 50 to 100 ft. depths	Ea.	$300.00	0.0	$0.00
c. - 100 to 150 ft. depths	Ea.	$375.00	0.0	$0.00
d. - 150 to 200 ft. depths	Ea.	$450.00	0.0	$0.00
14. Site Reconnaissance/Utility Coordination:				
a. - Project Engineer	hrs.	$0.00	1.0	$0.00
b. - Engineering Tech.	hrs.	$0.00	5.0	$0.00
15. Extra Split Spoon Samples:				
Land:				
a. - 0 to 50 ft. depths	Ea.	$25.00	0.0	$0.00
b. - 50 to 100 ft. depths	Ea.	$28.00	0.0	$0.00
c. - 100 to 150 ft. depths	Ea.	$32.00	0.0	$0.00
d. - 150 to 200 ft. depths	Ea.	$36.00	0.0	$0.00
e. - 200 to 250 ft. depths	Ea.	$40.00	0.0	$0.00
Barge/				
Track:				
k. - 0 to 50 ft. depths	Ea.	$37.50	0.0	$0.00
l. - 50 to 100 ft. depths	Ea.	$42.00	0.0	$0.00
m. - 100 to 150 ft. depths	Ea.	$48.00	0.0	$0.00
n. - 150 to 200 ft. depths	Ea.	$54.00	0.0	$0.00
o. - 200 to 250 ft. depths	Ea.	$60.00	0.0	$0.00
16. Pavement Cores:	Hr.	$300.00	0.0	$0.00
17. Double Ring Infil.(ASTM D-3385)	Ea.	$500.00	0.0	$0.00
18. GPS Rental	Days	$80.00	1.0	$80.00

19. Water Sampling:		Ea.	$80.00	0.0	$0.00
20. Field Vane Test(ASTM D-2573):		Ea.	$400.00	0.0	$0.00
21. Dilatometer Sounding:		Hr.	$160.00	0.0	$0.00
22. Monitor Wells - 2 inch (50mm):					
0 Wells to	0 ft				
0 Wells to	0 ft				
0 Wells to	0 ft				
0 Wells to	0 ft				
a. - 0 to 50 ft. depths		LF	$35.09	0.0	$0.00
23. Concrete Pad and Cover:		Ea.	$350.00	0.0	$0.00
24. Deco/Development Time:		Hr	$180.00	0.0	$0.00
25. OVA Headspace Analysis, Senior Engineering Technician:		Hr	$0.00	0.0	$0.00
26. OVA Equipment Charge:		Days	$184.60	0.0	$0.00
27. Riser:		LF	$25.00	0.0	$0.00
28. Screen:		LF	$30.00	0.0	$0.00
29. Water Sampling for Analytical Lab Work (PCA):		Ea.	$80.00	0.0	$0.00
	Total for Field Exploration				$10,162.00
II. LABORATORY TESTING:					
1. Visual Exam./Stratify(ASTM D-2488):					
- Project Engineer		hrs.	$0.00	0.0	$0.00
- Engineering Intern		hrs.	$0.00	4.0	$0.00
2. Grain Size Analysis:					
a. - Full Grad.(FM 1-T 88)		Ea.	$75.00	2.0	$150.00
b. - Single Sieve(FM 1-T 88)		Ea.	$40.00	14.0	$560.00
3. Hydrometer(FM 1-T 88):		Ea.	$120.00	0.0	$0.00
4. Organic Content(FM 1-T 267):		Ea.	$40.00	5.0	$200.00
5. Atterberg Limits(FM 1-T 89/90):					
a. - Plastic Limit		Ea.	$45.00	6.0	$270.00
b. - Liquid Limit		Ea.	$45.00	6.0	$270.00
6. Natural Moisture (FM 1-T 265):		Ea.	$15.00	11.0	$165.00
7. Unit Weight Determination:		Ea.	$42.00	0.0	$0.00
8. Consolidation Test(FM 1-T 216):		Ea.	$650.00	0.0	$0.00
9. Permeability(FM 1-T 215/5-513):		Ea.	$250.00	0.0	$0.00
10. Corrosion Series:		Ea.	$160.00	6.0	$960.00

(pH, Sulfate, Chloride, Resistivity)				
11. Triaxial/point(FM 1-T 234):	Ea.	$375.00	0.0	$0.00
12. Unconfined Comp.(ASTM D-2166):	Ea.	$250.00	0.0	$0.00
13. Limerock Bearing Ratio(FM5-515):	Ea.	$300.00	0.0	$0.00
14. Specific Gravity(FM 1-T 100):	Ea.	$300.00	0.0	$0.00
15. Bitumen Extraction(FM 1-T 164):	Ea.	$75.00	0.0	$0.00
16. Bitumen Gradation(FM 1-T 30):	Ea.	$80.00	0.0	$0.00
17. Direct Shear(ASTM D-3080):	Ea.	$300.00	0.0	$0.00
18. Shrinkage Factor(FM 1-T 092):	Ea.	$75.00	0.0	$0.00
19. Swell Potential(ASTM D-4546):	Ea.	$75.00	0.0	$0.00
20. Compaction(FM 5-525/521):	Ea.	$130.00	0.0	$0.00
21. Min./Max. Den.(ASTM D-4254/53):	Ea.	$200.00	0.0	$0.00
22. Unconfined - Rock(ASTM D-2938):	Ea.	$120.00	0.0	$0.00
23. Splitting Tensile(ASTM D-3967):	Ea.	$175.00	0.0	$0.00
24. Kerosene Analysis Group:	Ea.	$475.00	0.0	$0.00
Total for Laboratory Testing				$2,575.00
III. ENGINEERING AND TECHNICAL SERVICES:				
1. Chief Engineer/Project Manager	hrs.	$55.71	0.0	$0.00
2. Senior Engineer:	hrs.	$52.08	0.0	$0.00
3. Project Engineer:	hrs.	$45.19	0.0	$0.00
4. Engineer:	hrs.	$28.94	0.0	$0.00
5. CADD / Computer Technician	hrs.	$24.42	0.0	$0.00
6. Secretary/Clerical:	hrs.	$16.58	0.0	$0.00
Total for Engineering and Technical Services				$0.00
Grand Total this Proposal				$12,737.00

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Project Number: 253F (SA #1)

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

RS&H

OOCEA Contract No.: 000818

SUMMARY FEE SHEET

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Engineer	Engineering Intern	Roadway Technician	Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	3	1	2	2	0	0	0	0	0	0	8	$468.87	$58.61
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	3	6	20	52	0	0	6	0	0	0	87	$3,938.38	$45.27
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	6	8	18	34	52	0	6	0	0	0	124	$4,962.10	$40.02
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	0	0	0	0	0	0	0	0	0	0	0	$0.00	
700	Administration	0	0	0	0	0	0	0	0	0	0	0	$0.00	
	TOTAL MANHOURS	12	15	40	88	52	0	12	0	0	0	219	$9,369.35	$42.78
	WAGE RATES	$69.32	$67.37	$57.44	$39.33	$28.92	$0.00	$22.04	$0.00	$0.00	$0.00			
	TOTAL DIRECT COSTS	$831.84	$1,010.55	$2,297.60	$3,461.04	$1,503.84	$0.00	$264.48	$0.00	$0.00	$0.00		$9,369.35	

Salary Related Costs		
Total Activity Salary Costs		$9,369.35
Overhead Activities	187.94%	$17,608.76
Subtotal Salary Related Costs (Limiting Amount)		$26,978.11
Operating Margin (Fixed Fee)	28.00%	$2,623.42
Expenses		
Direct Reimbursables (Out-of-Pocket)		$123.21
Permit Fees		$0.00
Subtotal Expenses (Lump Sum)		$123.21
GRAND TOTAL (Maximum Limiting Amount)		$29,724.74

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

RS&H

Project Number: 253F (SA #1)

OOCEA Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange
Orange County

HIGHWAY TASK LIST

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		
3. Coordination w/ Orange County	LS			N/A	0		
4. Coordination w/ SJWMD	LS			N/A	0		
5. FDEP	LS			N/A	0		
6. Public Meetings	EA			N/A	0		
7. Neighborhood Assoc. Meetings	EA			N/A	0		
8. Authority Meetings	EA			N/A	0		
9. City of Orlando Meetings	EA			N/A	0		
10. Orange County Meetings	EA			N/A	0		
11. Preparation of Rdway/Bridge Exhibits	EA			N/A	0		
12. Other Agency Coordination & Meetings	LS	1	8	N/A	8		Additional Coordination w/ 417-110
TOTAL					8		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Project Number: 253F (SA #1)

DESCRIPTION: SR 408/SR 417 Ultimate Interchange
Orange County

RS&H
OOCEA Contract No.: 000818

HIGHWAY TASK LIST

Signing & Pavement Marking Plans
Section 417 & 418

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Traffic Data Analysis	LS						
2. Reference & Master Design Files	LS	1	45	N/A	45		90 hrs/mile x 1/2 miles
3. Multi Post Sign Support Calc.	EA						
4. Sign Panel Design Analsysis	EA	2	3	N/A	6		
5. Sign Lighting/Electrical Calc.	EA	1	2	N/A	2		
6. Key Sheet	Sheet						
7. Summary of Pay Items	Sheet				0		
8. Tabulation of Quantities	Sheet	1	2	1	2		
9. General Notes/Pay Item Notes	Sheet						
10. Project Layout	Sheet	1	6	1	6		Added Coverage
11. Plan Sheet	Sheet	7	4	7	28		4 New and 3 Revised
12. Typical Details	EA						
13. Guide Sign Work Sheet	EA	2	2	1	4		Arrow per Lane + New Overlay
14. Traffic Monitoring Site	EA				0		
15. Cross Sections	EA	1	8	1	8		1 New Overhead Sign Structure
16. Special Service Point Detail	EA	1	4	1	4		New Sign Structure Location
17. Special Details	LS						
SUBTOTAL				12	105	0	
18. Quality Control	5%	1	N/A	N/A	5		
19. Supervision	5%	1	N/A	N/A	6		
20. Field Review	EA	1	4	N/A	4		2 People x 2 hours
21. Technical Meeting	EA	1	4	N/A	4		2 People x 2 hours
TOTAL				12	124	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY — RS&H

Project Number: 253F (SA #1) — OOCEA Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange
Orange County

Structure Design
Section 413

Task No.	Task	Units	Design and Production Staff Hours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
1	Index of Drawings	Sheet			0	0	
2	Project Layout	Sheet			0	0	
3	General Notes and Bid Item Notes	Sheet			0	0	
4	Incorporate FDOT Standards	Sheet			0	0	
5	Incorporate Report of Core Borings	Sheet			0	0	
6	Existing Bridge Plans	LS			N/A	0	
7	Computation Book and Quantities	LS			N/A	0	
Structures - Miscellaneous Tasks & Drawings Subtotals					0	0	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10.1	Bridge 1: SR 417 NB over Lake Underhill	0									
10.2	Bridge 2: SR 417 SB over Lake Underhill	0									
10.3	Bridge 3: SR 417 NB over Econ Trail	0									
10.4	Bridge 4: SR 417 SB over Econ Trail	0									
10.5	Bridge 5: Ramp C over Econ Trail	0									
10.6	Bridge 6: Ramp E over SR 408	0									
10.7	Bridge 7: Ramp C Flyover (Steel)	0									
10.8	Bridge 8: Ramp A Flyover (Steel)	0									
10.9	Bridge 9: Ramp D (Steel)	0									
10.10	Bridge 10:	0									
10.11	Bridge 11:	0									
10.12	Bridge 12:	0									
10.13a	Retaining Walls @ Bridges	0									
10.13b	Retaining Walls along Roadway	0									
10.14	Miscellaneous Structures	76									76
10.15	Conceptual Analysis	0									
	Structures Technical Subtotals	76	0	0	0	0	0	0	0	0	76

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
11	Field Reviews	LS	0	0	0	
12	Technical Meetings	LS	0	0	0	
13	Quality Assurance / Quality Control	LS	%	5%	4	
14	Independent Peer Review	LS	%	0%	0	
15	Supervison	LS	%	5%	4	
	Structures Non-Technical Subtotals				8	
16	Coordination	LS	%	3%	3	
	Structures - Miscellaneous Tasks & Drawings, Non-Technical, & Coordination Totals				87	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RS&H

Project Number: 253F OOCEA Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

Orange County

Structure Design

Section 413

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
18.1	Concrete Box Culverts	EA	0	0		0	
18.2	Concrete Box Culverts Extensions	EA	0	0		0	
Strain Poles							
18.3	Steel Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.4	Concrete Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
Mast Arms							
18.5	Mast Arms	EA Pole	0	0		0	
Overhead & Cantilever Sign Structures							
18.6	Cantilever Sign Structures	EA	0	0	0	0	
18.7	Overhead Span Sign Structures	EA	0	0	0	0	
18.8	Special Overhead Span Sign Structures and Analysis of Existing Structures	EA	1	100	3	76	Special designs for span sign structure with large panel sizes which exceeds the standard sign program capacity. Credit of 24 hrs included from prior overhead cantilever.
18.8.1	Analyze Existing Sign Structures	EA	0	0		0	
18.9	Monotube Overhead Sign Structure	EA	0	0		0	
18.10	Special Mount Signs (Attached to Superstructure or Wall.)	EA	0	0		0	Special single post sign design and details, for non-standard locations.
High Mast Lighting Fixtures							
18.11	High Mast Lighting Structures	EA	0	0		0	
Sound Barrier Walls (Ground Mount)							
18.12	Horizontal Wall Geometry	EA Wall	0	0		0	
18.13	Vertical Wall Geometry	EA 500 feet of Wall	0	0		0	
18.14	Semi-Standard Drawings	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	0	0	0	0	
18.16	Design for Wall Height Covered by Standards	EA Design	0	0		0	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0		0	
18.18	Aesthetic Details	EA	0	0		0	
Special Structures							
18.19	Special Structures	LS	0	0		0	
				18. Miscellaneous Structures Totals	**3**	**76**	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY — **RS&H**

Project Number: 253F — OOCEA Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

MISCELLANEOUS & OUT-OF-POCKET EXPENSES

MATERIAL (Xerographic Bond)	0 sheets @	$0.00 /sheet	$0.00
MATERIAL (Mylar)	0 sheets @	$0.00 /sheet	$0.00

REPRODUCTION COST:

	Blueline	Vellum	Copies 11 x 17	Copies 8.5 x 11
Phase I	sheets	sheets	sheets	sheets
Phase II	sheets	sheets	sheets	sheets
Phase III	0 sheets	0 sheets	300 sheets	200 sheets
Phase IV	0 sheets	0 sheets	300 sheets	200 sheets
Final	- sheets	0 sheets	300 sheets	200 sheets
TOTALS	0 sheets	0 sheets	900 sheets	600 sheets

Blueline Cost	0 sheets @		=	$0.00
CADD Color Plots	0 SF @	$0.28	=	$0.00
11 x 17	720 sheets @	$0.09	=	$64.80
8.5 x 11	600 sheets @	$0.05	=	$30.00
Color Copies				
8.5"x11"	0 sheets @	$0.18	=	$0.00
11"x17"	27 sheets @	$0.36	=	$9.72
GBC Binding	0 bindings @	$0.00	=	$0.00
Display Boards	0 each @	$0.00	=	$0.00
CD/DVD	0 each @	$1.75	=	$0.00
3 Ring Binders	0 each @	$24.50	=	$0.00
Screw Posts	each @	$0.00	=	$0.00
Report Tabs	each @	$0.00	=	$0.00
Covers (Laminated)	each @	$0.00	=	$0.00
Raster Color Plots	SF @	$0.00	=	$0.00

TOTAL REPRODUCTION COSTS — $104.52

TRAVEL From: Orlando

To Project:											
Per Diem	0	trips x	0	people x	0	days/trip @	$0.00	/diem			$0.00
Comm	0	trips x	0	people @	$0.00	/trip					$0.00
POV	1	trips x	30	mi @	$0.445	/mi					$13.35
Rental	0	trips x (	2	days/trip @	$0.00	/day +	15	mi @	$0.00	/mi)	$0.00
To URS:											
Per Diem	0	trips x	0	people x	0	days/trip @	$0.00	/diem			$0.00
Comm	0	trips x	0	people @	$0.00	/trip					$0.00
POV	1	trips x	12	mi @	$0.445	/mi					$5.34
Rental	0	trips x (	0	days/trip @	$0.00	/day +	0	mi @	$0.00	/mi)	$0.00
To Project From Tampa:											
Per Diem	0	trips x	2	people x	1	days/trip @	$21.00	/diem			$0.00
Comm	0	trips x	2	people @	$0.00	/trip					$0.00
POV	0	trips x	100	mi @	$0.445	/mi					$0.00
Rental	0	trips x (	1	days/trip @	$43.59	/day					$0.00

TOTAL TRAVEL COSTS — $18.69

MISCELLANEOUS COSTS

Postage & Telephone	months @	$10.00 /month	$0.00
Overnight Delivery	each @	$10.00 /each	$0.00
Same Day Delivery	each @	$25.00 /each	$0.00
Film & Processing	rolls @	/roll	$0.00

TOTAL EXPENSES (Lump Sum) — **$123.21**

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

WBQ Design & Engineering

OOCEA Contract No.: 000818

Project Number: 253F

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

SUMMARY FEE SHEET (SUBCONSULTANT - WBQ)

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer		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	
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	6	15	42	35	38	0	3	0	0	0	139	$5,777.86	$41.57
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	0	0	0	0	0	0	0	0	0	0	0	$0.00	
700	Administration	0	0	0	0	0	0	0	0	0	0	0	$0.00	
	TOTAL MANHOURS	6	15	42	35	38	0	3	0	0	0	139	$5,777.86	$41.57
	WAGE RATES	$86.99	$63.13	$48.05	$33.17	$27.90	$0.00	$23.24	$0.00	$0.00	$0.00	N/A	N/A	
	TOTAL DIRECT COSTS	$521.94	$946.95	$2,018.10	$1,160.95	$1,060.20	$0.00	$69.72	$0.00	$0.00	$0.00	N/A	$5,777.86	

Salary Related Costs		
Total Activity Salary Costs		$5,777.86
Overhead Activities	209.04%	$12,078.04
Subtotal Salary Related Costs (Limiting Amount)		**$17,855.90**
Operating Margin (Fixed Fee)	25.50% **	**$1,473.35**
**(Equivalent Lump Sum for Operating Margin ~~8.26%~~ 8.2513343%		
Expenses		
Direct Reimbursables (Out-of-Pocket)		$0.00
Permit Fees		$0.00
Subtotal Expenses (Lump Sum)		**$0.00**
Subconsultants		
		$0.00
Subtotal Subconsultants (Limiting Amount)		**$0.00**
WBQ TOTAL (Maximum Limiting Amount)		**$19,329.25**

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

WBQ Design & Engineering

Project Number: 253F

OOCEA Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

Orange County

HIGHWAY TASK LIST

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/ OOCEA	LS	0	0	N/A	0		
2. Coordination w/ City of Orlando	LS	0	0	N/A	0		
3. Coordination w/ Orange County	LS	0	0	N/A	0		By URS
4. Coordination w/ SJWMD	LS			N/A	0		
5. FDEP	LS			N/A	0		
6. Public Meetings	EA			N/A	0		
7. Neighborhood Assoc. Meetings	EA			N/A	0		
8. Authority Meetings	EA			N/A	0		
9. Orange County Permits/Permit Package	EA	0	0	N/A	0		By URS
10. Orange County Meetings	EA	0	0	N/A	0		
11. Preparation of Rdway/Bridge Exhibits	EA	0	0	N/A	0		By URS
12. Other Agency Coordination & Meetings	LS			N/A	0		
TOTAL					**0**		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

WBQ Design & Engineering

Project Number: 253F

OOCEA Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

Orange County

HIGHWAY TASK LIST

Preliminary Design Report-Review
Section 403

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Review PD&E Reevaluation	LS			N/A	0		
2. Design Criteria	LS	0	0	N/A	0		0
3. Preliminary Roadway Geometry	LS			N/A	0		
4. Alternative Evaluations	EA	0	0	N/A	0		
5. Technical Memorandum	LS			N/A	0		
6. 15% MOT Concept Constructability	LS	0	0	N/A	0		
7. Technical Memorandum	LS	0	0	N/A	0		
8. 15% Signing/Marking Plans - for MOT	LS	0	0	N/A	0		
SUBTOTAL				0	0	0	
9. Quality Control	5%	1	N/A	N/A	0		
10. Supervision	5%	1	N/A	N/A	0		
11. Technical Meetings	EA			N/A	0		
TOTAL				0	0	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

WBQ Design & Engineering

Project Number: 253F

OOCEA Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange
Orange County

HIGHWAY TASK LIST

Pavement Design
Section 407

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Review Flexible Pav't Design	LS			N/A	0		
2. Data Collection	LS			N/A	0		
3. ESALS	LS			N/A	0		
4. Cross Road Pavement Design	LS			N/A	0		
5. Pavement Design Summary	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		
8. Technical Meetings	EA			N/A	0		
TOTAL				0	0	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

WBQ Design & Engineering

Project Number: 253F

OOCEA Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

Orange County

HIGHWAY TASK LIST

Environmental Permits
Section 410

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Pre-App Coord with OOCEA	LS			N/A	0		
2. Prepare ERP Application	LS			N/A	0		
3. RAI Response	LS			N/A	0		
4. Aerial Map	EA			0	0		
5. Prepare Local Permits	LS			N/A	0		
6. Landowner Addresses	LS			N/A	0		
7. Mitigation Plans	Sheet				0		
SUBTOTAL				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		N/A	0		
11. Agency Field Review	EA	1		N/A	0		
12. Agency Pre-App Meeting	EA	1		N/A	0		
TOTAL				0	0	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | **WBQ Design & Engineering**

Project Number: 253F | **OOCEA Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

Orange County

HIGHWAY TASK LIST

Utilities
Section 411

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Initial Contact	EA	0	0	N/A	0		
2. Data Collection	LS	0	0	N/A	0		
3. Utility Adjustment Sheets	Sheet	0	0	0	0		
4. Prepare Utility Reloc. Agreements	EA	0	0	N/A	0		
SUBTOTAL				0	0	0	
5. Quality Control	5%	0	N/A	N/A	0		
6. Supervision	5%	0	N/A	N/A	0		
7. Utility Meetings	EA	0	0	N/A	0		
8. Coordination with Utility Companies	EA	0	0	N/A	0		
TOTAL				0	0	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
Project Number: 253F
DESCRIPTION: SR 408/SR 417 Ultimate Interchange
Orange County

WBQ Design & Engineering
OOCEA Contract No.: 000818

HIGHWAY TASK LIST

Roadway Design
Section 412

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Typical Section Package	LS			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 Map	Sheet				0		
6. Typical Sections	Sheet				0		
7. General Notes	Sheet				0		
8. Summary of Quantities	Sheet				0		
9. Project Layout	Sheet				0		
10. Roadway Plans	Sheet				0		
11. Roadway Profiles	Sheet				0		
12. Cross Street Plan-Profile	Sheet				0		
13. Special Profiles	Sheet				0		
14. Interchange Layout	Sheet				0		
15. Intersection Detail	Sheet				0		
16. Ramp Terminal Details	Sheet				0		
17. Misc. Construction Details	Sheet				0		
18. Cross Section Design Files	LS			N/A	0		
19. Cross Section Pattern	Sheet				0		
20. Roadway Soil Survey	Sheet				0		
21. Roadway Cross Sections	EA				0		
22. Baseline Control/Curve Data	Sheet				0		
23. Computation Book & Quantities	LS			N/A	0		
24. Summary of Pay Items	LS			N/A	0		
SUBTOTAL				0	0	0	
25. Quality Control	5%	1	N/A	N/A	0		
26. Supervision	5%	1	N/A	N/A	0		
27. Field Reviews	EA			N/A	0		
28. Technical Meetings	EA			N/A	0		
TOTAL				0	0	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
Project Number: 253F
DESCRIPTION: SR 408/SR 417 Ultimate Interchange
Orange County

WBQ Design & Engineering
OOCEA Contract No.: 000818

HIGHWAY TASK LIST

Drainage Design
Section 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.			N/A	0		
2. Pond Siting Analysis & Report	Per Basin			N/A	0		
3. Design of Cross Drains	EA			N/A	0		
4. Design of Roadway Ditches	Ditch/Mile			N/A	0		
5. Design of Outfalls	EA			N/A	0		
6. Design of Pond	EA			N/A	0		
7. Design of Ditch Treatment	Per System			N/A	0		
8. Design of Flood Plain Comp Area	EA			N/A	0		
9. Design of Storm Drains	EA			N/A	0		
10. Optional Culvert Material	LS			N/A	0		
11. French Drain Systems	Per 1K Ft			N/A	0		
12. Drainage Wells	EA			N/A	0		
13. Drainage Design Doc Report	LS			N/A	0		
14. Bridge Hydraulic Report	EA			N/A	0		
15. Drainage Map	Sheet				0		
16. Interchange Drainage Map	Sheet				0		
17. Summary of Drainage Structures	Sheet				0		
18. Optional Pipe/Culvert Material	Sheet				0		
19. Drainage Structure Sheet	EA				0		
20. Misc Drainage Details	Sheet				0		
21. Lateral Ditch Plan-Profile	Sheet				0		
22. Lateral Ditch Cross Sections	EA				0		
23. Retention/Det Pond Details	Sheet				0		
24. Pond Cross Sections	EA				0		
25. Erosion Control Plan	Sheet	0	0	0	0		
26. SWPPP	Sheet	0	0	0	0		
SUBTOTAL				0	0		
27. Quality Control	5%	1	N/A	N/A	0		
28. Supervision	5%	1	N/A	N/A	0		
29. Field Reviews	EA			N/A	0		
30. Technical Meetings	EA			N/A	0		
TOTAL				0	0	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | **WBQ Design & Engineering**

Project Number: 253F | **OOCEA Contract No.: 000818**

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

Orange County

HIGHWAY TASK LIST

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		
2. Voltage Drop Calculations	LS			N/A	0		
3. Reference & Master Design Files	LS			N/A	0		
4. Temporary Lighting Analysis	LS			N/A	0		
5. Design Documentation	LS			N/A	0		
6. Key Sheet	Sheet				0		
7. Summary of Pay Items	Sheet				0		
8. Tabulation of Quantities	Sheet				0		
9. General Notes/Pay Item Notes	Sheet				0		
10. Pole Data	Sheet				0		
11. Service Point Details	Sheet				0		
12. Project Layout	Sheet				0		
13. Plan Sheet	Sheet				0		
14. Special Details	Sheet				0		
15. Temporary Lighting Data & Detail	Sheet				0		
SUBTOTAL				0	0	0	
16. Quality Control	5%	1	N/A	N/A	0		
17. Supervision	5%	1	N/A	N/A	0		
18. Field Review	EA			N/A	0		
19. Coordination with Utility Company	LS			N/A	0		
TOTAL				0	0	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
Project Number: 253F
DESCRIPTION: SR 408/SR 417 Ultimate Interchange
Orange County

WBQ Design & Engineering
OOCEA Contract No.: 000818

HIGHWAY TASK LIST

Traffic Engineering
Section 416

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	1	26	N/A	26		(Per FDOT 4.6) Traffic Control Analysis - 8 hours + Cross Section Analysis and Development - 20 hrs per mile per phase x (9 main/sub phases) x 0.1 miles = 18 hours = 8 + 18 = 38
3. Temp Drainage Analysis	LS	1	4	N/A	4		
4. Master TCP Design Files	LS	1	18	N/A	18		(Per FDOT 4.7) Master TCP Design - 20 hrs per mile per phase x (9 main/sub phases) x 0.1 miles = 18 hours
4. TCP Cross Sections (x-sections)	Sheet	6	0.25	6	2		
5. General Notes/Const. Sequence	Sheet	0	0	0	0		
6. Typical Details	Sheet	2	2	2	4		
7. Tabulation of Quantities & Cost Est.	Sheet	0	0	0	0		
8. TCP Plan Sheets	Sheet	36	1	36	36		4 TCP Plan Sheets x (9 main/sub phases) = 36 Sheets
9. Pavement Marking/Signing Detail	Sheet	9	4	9	36		SPM MOT Roll Plans for each Main and Sub Phases
10. Temporary Signal	Sheet			0	0		By URS
11. Detour Routing	LS	0	0	0	0		
SUBTOTAL				53	126	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
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OOCEA Contract No.: 000818

HIGHWAY TASK LIST

13. Quality Control	5%	1	N/A	N/A	6		
14. Supervision	5%	1	N/A	N/A	7		
15. Bi-Weekly OOCEA meetings	LS	0	0	N/A	0		
16. Field Review	LS	0	0	N/A	0		
17. Coordination w/ City & County	LS	0	0	N/A	0		
18. Design Documentation	LS	0	0	N/A	0		
TOTAL				**53**	**139**	**0**	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
Project Number: 253F
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Orange County

WBQ Design & Engineering
OOCEA Contract No.: 000818

HIGHWAY TASK LIST

Signing & Pavement Marking Plans
Section 417 & 418

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Traffic Data Analysis	LS			N/A	0		
2. Reference & Master Design Files	LS			N/A	0		
3. Multi Post Sign Support Calc.	EA			N/A	0		
4. Sign Panel Design Analsysis	EA			N/A	0		
5. Sign Lighting/Electrical Calc.	EA			N/A	0		
6. Key Sheet	Sheet				0		
7. Summary of Pay Items	Sheet				0		
8. Tabulation of Quantities	Sheet				0		
9. General Notes/Pay Item Notes	Sheet				0		
10. Project Layout	Sheet				0		
11. Plan Sheet	Sheet				0		
12. Typical Details	EA				0		
13. Guide Sign Work Sheet	EA				0		
14. Traffic Monitoring Site	EA				0		
15. Cross Sections	EA				0		
16. Special Service Point Detail	EA				0		
17. Special Details	LS				0		
SUBTOTAL				0	0	0	
18. Quality Control	5%	1	N/A	N/A	0		
19. Supervision	5%	1	N/A	N/A	0		
20. Field Review	EA			N/A	0		
21. Technical Meeting	EA			N/A	0		
TOTAL				0	0	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

WBQ Design & Engineering
OOCEA Contract No.: 000818

Project Number: 253F
DESCRIPTION: SR 408/SR 417 Ultimate Interchange
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	0	0	N/A	0		
2. 30% Construction Cost Est.	LS	0	0	N/A	0		
3. 60% Construction Cost Est.	LS	0	0	N/A	0		
4. 90% Construction Cost Est.	LS	0	0	N/A	0		
5. Final Construction Cost Est.	LS	0	0	N/A	0		
SUBTOTAL		0		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

3/6/2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

WBQ Design & Engineering
OOCEA Contract No.: 000818

Project Number: 253F
DESCRIPTION: SR 408/SR 417 Ultimate Interchange
Orange County

HIGHWAY TASK LIST

Special Provisions and Specifications
Section 421

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			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

3/6/2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

WBQ Design & Engineering
OOCEA Contract No.: 000818

Project Number: 253F
DESCRIPTION: SR 408/SR 417 Ultimate Interchange
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. Data Collection	LS			N/A	0		
2. FON Concept	LS			N/A	0		
3. Key Sheet	Sheet				0		
4. Tabulation of Quantities	Sheet				0		
5. General Notes	Sheet				0		
6. FON Plan	Sheet				0		
7. Conduit Installation Detail	Sheet				0		
8. Route Marker Detail	Sheet				0		
9. Cable Allocation	Sheet				0		
10. FON Phasing Detail/Plan	Sheet				0		
SUBTOTAL				0	0		
11. Quality Control	5%	1	N/A	N/A	0		
12. Supervision	5%	1	N/A	N/A	0		
13. Power Company Coord.	LS	1		N/A	0		
14. Technical Meetings	EA			N/A	0		
15. Field Review	EA			N/A	0		
TOTAL					0	0	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Approval of Final Ranking and Authorization for Fee Negotiations for S.R. 408/I-4 Interchange Corridor Consultant Services
Contract No. 001055

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on September 14, 2014. Responses were received from five (5) firms by the October 8, 2014, deadline. Those firms were: Stantec Consulting, Inc.; Moffat & Nichol; Dewberry/Bowyer-Singleton; CH2M HILL; URS Corporation Southern.

The Evaluation Committee met on October 15, 2014, and after reviewing and scoring the Letters of Interest voted to shortlist the three firms ranked highest. Those firms were: Dewberry/Bowyer-Singleton, CH2M HILL, and URS Corporation Southern. Presentations were given by the three firms on October 27, 2014. After the presentations were completed, the Committee convened and prepared its final ranking. The result of that process was as follows:

Ranking	Consultant Firm
1	CH2M HILL
2	URS Corporation Southern
3	Dewberry/Bowyer-Singleton

Board approval of the final ranking and authorization to enter into fee negotiations with CH2M HILL is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested.

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

LOI-001055 Committee Meeting October 27, 2014 Minutes

Evaluation Committee for S.R. 408/I-4 Interchange Corridor Consultant; LOI-001055, held a duly noticed meeting on Monday, October 27, 2014, commencing at 9:48 a.m. in the Pelican Conference Room at the CFX Administrative Building, Orlando, Florida.

Committee Members Present:
Joe Berenis, Deputy Executive Director
Don Budnovich, Resident Engineer
Glenn Pressimone, Director of Engineering
Iranetta Dennis, Director of Business Development
Julie Naditz, Highway Construction Division Manager, Orange County

Other Attendees:
Robert Johnson, Manager of Procurement

Interviews:
Robert Johnson commenced each interview with a brief overview of the process and explained that the interviews were closed to the public and being recorded in accordance with Florida statutory requirements.

CH2MHill	09:49 – 10:15 a.m.
Dewberry| Boyer Singleton	10:36 – 11:02 a.m.
URS Corporation Southern	11:13 – 11:38 a.m.

Evaluation Portion

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

Proposer	Points	Ranking
CH2MHill	07	1
URS Corporation Southern	11	2
Dewberry | Boyer Singleton	12	3

Committee recommends CFX Board approve ranking and authorize staff to enter into negotiations with the top ranked firm, CH2MHill.

There being no other business to come before the Committee; the meeting was adjourned at 11:52 a.m.

These minutes are considered to be the official minutes of the Interviews & Evaluations held Monday, October 27, 2014.

Submitted by: Robert Johnson

On behalf of the committee these minutes have been review and approved by

Approved by: Glenn Pressimone, Director of Engineering

S.R.408 / I-4 INTERCHANGE CC)OR CONSULTANT, 001055

Final Committee Member Scoring

Firms	Dewberry / BSA	CH2MHill	URS Corp.
LOI	113	113	118
Interview	160	175	180
Grand Total	273	288	298
Ranking	3	2	1

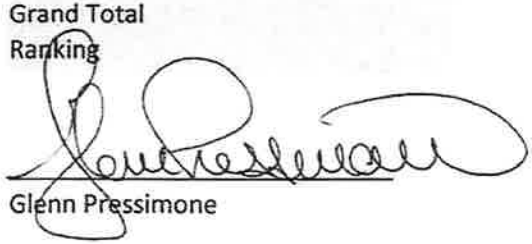
Joe Berenis

Monday, October 27, 2014

S.R.408 / I-4 INTERCHANGE CO OR CONSULTANT, 001055

Final Committee Member Scoring

Firms	Dewberry / BSA	CH2MHill	URS Corp.
LOI	113	119	113
Interview	179	185	180
Grand Total	292	304	293
Ranking	3	1	2



Glenn Pressimone

Monday, October 27, 2014

S.R.408 / I-4 INTERCHANGE CC)OR CONSULTANT, 001055

Final Committee Member Scoring

Firms	Dewberry / BSA	CH2MHill	URS Corp.
LOI	111	115	114
Interview	193	195	194
Grand Total	304	310	308
Ranking	3	1	2

Don Budnovich

Monday, October 27, 2014

S.R.408 / I-4 INTERCHANGE CC)OR CONSULTANT, 001055

Final Committee Member Scoring

Firms	Dewberry / BSA	CH2MHill	URS Corp.
LOI	107	83	80
Interview	186	196	180
Grand Total	293	279	260
Ranking	1	2	3

Iranetta Dennis

Monday, October 27, 2014

S.R.408 / I-4 INTERCHANGE CO OR CONSULTANT, 001055

Final Committee Member Scoring

Firms	Dewberry / BSA	CH2MHill	URS Corp.
LOI	101	99	104
Interview	180	190	170
Grand Total	281	289	274
Ranking	2	1	3

Julie Naditz

Monday, October 27, 2014

LOI-001055 Committee Meeting October 15, 2014 Minutes

Evaluation Committee for **S.R. 408/I-4 Interchange Corridor Consultant; LOI-001055,** held a duly noticed meeting on Wednesday, October 15, 2014, commencing at 9:30 a.m. in the Sandpiper Conference Room at the CFX Administrative Building, Orlando, Florida.

Committee Members Present:

Joe Berenis, Deputy Executive Director
Don Budnovich, Resident Engineer
Glenn Pressimone, Director of Engineering
Iranetta Dennis, Director of Business Development
Julie Naditz, Highway Construction Division Manager, Orange County

Other Attendees:

Claude Miller, Director of Procurement

Discussion and Motions:

Claude called the meeting to order and explained that its purpose was to shortlist firms for S.R. 408/I-4 Interchange Corridor Consultant contract. Since there would be no technical proposals submitted for this project, this committee will also hear oral presentations currently scheduled for October 27. Scores recorded today will be carried over and added to the scores for the orals to determine the final ranking of the firms for presentation to the Board.

Joe Berenis stated that he might not be available on the 27th due to a subpoena from the State Attorney's office. Claude advised the committee that it could proceed with the oral presentations if Joe was absent.

A Disclosure Form for Evaluation Committee Members was collected from each member and verified that no conflict of interest existed.

General discussion took place among the members concerning various observations related to each of the letters of interest.

Claude then directed the members to complete and submit their score sheets for the firms. He entered the scores on the shortlist ranking sheet and totaled the scores which were as follows:

Firms	Score	Ranking
Dewberry/BSA	545	1
CH2MHill	529	2
URS Corporation	529	3 2
Stantec	506	4
Moffat & Nichol	427	5

It was the consensus of the committee that the top 3 respondents be invited to give an oral presentation.

The committee made the following decisions regarding the oral presentations:

1. Ten minutes for the presentation and 15 minutes for questions.
2. No Power Point; limit of two presentation boards.
3. No more than 5 representatives from each firm with the Project Manager being the primary presenter and other key personnel as determined by the firm.
4. The presentation shall address the firm's understanding of the project requirements, its approach to the providing the required services, and its team.

The Authority will provide each firm with a cd of the FDOT contract with the concessionaire.

The Procurement Department will notify the shortlisted firms regarding the date and times of the oral presentations, advise them of the presentation requirements, and provide the cd.

There being no further business to come before the Committee, the meeting was adjourned at 10:15 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Wednesday, October 15, 2014, and take precedence over any other notes, tapes, etc., that may have been made.

Submitted by: _____
Claude Miller, Director of Procurement

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

_____
Glenn Pressimone, Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EVALUATION COMMITTEE MEMBER LETTERS OF INTEREST SHORTLIST RANKING

S.R. 408/I-4 INTERCHANGE CORRIDOR CONSULTANT

CONTRACT NO. 001055

CONSULTANT	Don Budnovich Score	Joe Berenis Score	Iranetta Dennis Score	Julie Naditz Score	Glenn Presimone Score	TOTAL SCORE	RANKING
CH2MHill	115	113	83	99	119	529	2
Moffatt & Nichol	103	95	69	85	75	427	5
URS Corp.	114	118	80	104	113	529	2
Stantec	105	100	101	95	105	506	4
Dewberry	111	113	107	101	113	545	1

EVALUATION COMMITTEE MEMBERS:

Date: Wednesday, October 15, 2014

Date: Wednesday, October 15, 2014

Date: Wednesday, October 15, 2014

Date: Wednesday, October 15, 2014

Date: Wednesday, October 15, 2014

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Approval of Contract Renewal with
Southern Strategy Group, Inc. for
Legislative Advocacy and Consultant Services
Contract No. 000894

Board approval is requested for the second renewal of the referenced contract with Southern Strategy Group, Inc., in the amount of $125,000.00. The renewal period will be from February 1, 2015, to January 31, 2016.

The services to be provided under the renewal will include assisting and advising the CFX with respect to matters involving governmental bodies and representing the CFX before the Governor, Cabinet, and the Legislature (including its committees) in regular sessions and special sessions as called.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Michelle Maikisch, Director of Public Affairs and Communication
Contract File

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of November 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to the second renewal of said Original Agreement beginning the 1st day of February 2015, and ending the 31st day of January 2016, for the not-to-exceed amount of $125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending January 31, 2015, Consultant shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending January 31, 2015.

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

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

SOUTHERN STRATEGY GROUP, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only:

_____
General Counsel for the Authority

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SOUTHERN STRATEGY GROUP, INC.

LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

CONTRACT NO. 000894

CONTRACT DATE: JANUARY 23, 2013
CONTRACT AMOUNT: $125,000.00

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION AND TECHNICAL PROPOSAL

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION AND TECHNICAL PROPOSAL FOR LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

CONTRACT NO. 000894

JANUARY 2013

Members of the Board

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

Executive Director

Max Crumit, P.E.

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CONTRACT

This Contract No. 000894 (the "Contract" as defined herein below), is made this 23rd day of January, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SOUTHERN STRATEGY GROUP, INC., 123 South Adams Street, Tallahassee, Florida 32302, hereinafter the CONSULTANT:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide legislative advocacy and consultant services as may be assigned to the contractor by the AUTHORITY; and,

WHEREAS, on or about October 27, 2012, the AUTHORITY issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected;

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

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing legislative advocacy and 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 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 Fee Schedule negotiated with the CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be four renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 90 days prior to the expiration of the initial one year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $125,000.00.

3.2 AUTHORITY agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultant. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another CONSULTANT doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONSULTANT shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY

because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONSULTANT shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage. 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 subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

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

10. PRESS RELEASES

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

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONSULTANT, its employees, agents, officers, and subconsultants may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT, its employees, agents, officers, and subconsultants' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subconsultants, which for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

11.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **OR**

11.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property

and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**

11.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONSULTANT Property or any license granted to AUTHORITY for use of the CONSULTANT Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there are no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subconsultants with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONSULTANT, or a third party; **or**

11.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. 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.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

14. NONDISCRIMINATION

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

15. SUBLETTING AND ASSIGNMENT

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

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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, subconsultant, or matter.

21. 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 subconsultant 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 January 23, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: Claude Miller
Director of Procurement

Print Name: Claude Miller

SOUTHERN STRATEGY GROUP, INC.

By: _____
Signature

Chris Dudley
Print Name

Managing Partner
Title

ATTEST: Brenda J. Murphy (Seal)

Notary Public State of Florida
Brenda J Murphy
My Commission EE 224195
Expires 09/26/2016

DATE: 2/6/13

Approved as to form and execution, only.

Joseph J. Passiatore
General Counsel for the AUTHORITY

DOCEA '13FEB 7 AM 8:53

SCOPE OF SERVICES
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

This Scope of Services is a general guide to the services the Authority requires the Consultant to provide and is not a complete listing of all services that may be required.

Upon direction of the Authority, the Consultant shall:

A. Establish and maintain working relationships with the executive, administrative and legislative branches of the State government that will enhance the Authority's position with respect to its legislative agenda.

B. Advise and assist the Authority with respect to matters involving state governmental or regulatory bodies. Communication protocol shall be as follows: Public Affairs Manager, Executive Director, Deputy Executive Director of Administration.

C. Provide proactive and timely telephone and e-mail updates to designated Authority staff as identified in "A" above and other individuals as may be identified by the Authority.

D. Schedule weekly conference calls with the Authority's Public Affairs Manager beginning in February through the end of the legislative session.

E. Transmit via email to the Public Affairs Manager, a written summary report at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that Authority staff or Board may implement.

F. Attend Board meetings in January (for Board officer elections); February (prior to the start of the legislative session); the Board meeting immediately after the session is completed; and July (after laws are signed). Attendance at all other Board meetings is strongly encouraged.

G. Attend all board workshops and/or special meetings relating to any potential legislation.

H. Attend joint meetings with the Authority's Executive Director and other tolling agencies as directed.

I. Coordinate and communicate with other advocates representing other state tolling agencies keeping Authority management informed of these activities.

J. Attend all pre-legislative sessions, committee meetings, hearings and conferences that may consider issues affecting the Authority. Provide notification of agendas and/or potential issues/discussions to designated Authority staff prior to any committee meetings and follow up with staff immediately after such activities.

K. Attend all legislative sessions considering issues affecting the Authority and appropriate legislative meetings.

L. Review and report on all pertinent, pending legislation and appropriations affecting the Authority. This review shall also include all appropriate committee meetings, hearing and conferences.

M. Research and assist in preparing draft bills selected for pursuit by the Authority.

N. Prepare and coordinate responses to legislative inquiries.

O. Provide consultation and recommendations to the Authority on appropriate strategies and tactics on specific legislation.

P. Participate in the crafting of itineraries and facilitating meetings with legislators, commissioners and staff for the Authority's Executive Director and/or Board members as needed. Provide information and/or research and other service as required to enhance communication between the Authority and all branches of the state government.

Q. Schedule at least one meeting with each of the legislative and executive leadership during session.

R. Submit requests for funding for various transportation projects to the Florida Legislature, the Florida Department of Transportation and other appropriate governmental agencies;

S. Appear and testify before legislative meetings, hearings, proceedings and other administrative agency, as required, to promote, oppose, and seek passage of legislation or rules affecting the Authority or its customers, and specific legislation contained in the Authority's legislative program.

T. Provide specialized assistance in guiding the Authority's proposals through the legislative process.

U. Travel to the Authority, as necessary, to meet with the staff and the Board in the development, review, and follow-up of legislative issues. Travel must be approved in advanced by the Executive Director. Travel will be reimbursed in accordance with Florida Statue 112.061.

V. Prepare and present written monthly reports that may include but are not limited to: personal briefings and information bulletins pertinent to any legislation, rules or

regulations, and other state policies or programs that affect the Authority and its customers either directly or indirectly. Each report shall be submitted with monthly invoices.

W. Provide a report summarizing the status of the Authority's legislative priorities within one week of the closing of the regular or extended session. Provide a more detailed final written report on specific legislation and new requirements affecting the Authority within a reasonable time period, not to exceed thirty days from the close of session.

X. Provide additional services as directed.

Pre-scheduled quarterly meetings between the Authority and Consultant shall be held to review the Consultant's performance. The meetings will be conducted via teleconference or in person. The Authority will assess the Consultant's performance based on this Scope of Services. As stated in the Method of Compensation, the Authority reserves the right to withhold payment or payments to the Consultant, 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.

End of Scope of Services

METHOD OF COMPENSATION
LEGISLATIVE ADVOCACY AND 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

The total amount to be paid by the Authority under the Contract for services, materials and "out of pocket" expenses the lump sum amount of $125,000.00 for the initial one year term. The Consultant shall bill the Authority 1/12 of the Contract amount on a monthly basis. Additional services performed shall be compensated based on the fee schedule mutually agreed upon. Additional services shall be billed to the Authority separately from other services.

3.0 METHOD OF COMPENSATION

3.1 The Consultant shall have a documented invoice procedure. The Consultant shall prepare and forward invoices to the Authority's Accounts Payable Department.

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 the Contract as full payment, unless otherwise stated, for all labor, materials, expenses, 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 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 Chief Financial Officer, 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, as defined and determined by the Authority, 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

Southern
STRATEGY GROUP

EXPRESSWAY AUTHORITY

Proposal
For
Legislative and Advocacy and Consultant Services

Contract No. 000894

Submitted To: Orlando Orange County Expressway Authority

Submitted By: Southern Strategy Group
123 South Adams Street
Tallahassee, Florida 32301
850-671-4401 (Office)
Dudley@sostrategy.com

November 15, 2012

TECHNICAL PROPOSAL

A. Understanding and Approach

For ten years, Southern Strategy Group (SSG) has had the honor and privilege to represent the Orlando Orange County Expressway Authority (OOCEA). During the course of this time, the firm's partners have all engaged in partnership with the OOCEA to advance the best interest of the OOCEA and Central Florida.

In 2003, SSG worked with the Governor and the Florida Legislature to pass House Bill 261, which for the first time granted the OOCEA the ability to issue its own finance bonds. The following year, SSG and OOCEA worked together with the entire Central Florida community to support the passage of the Wekiva Parkway and Protection Act. This legislation, and subsequent financing agreements negotiated with the state over the last several years, will result in the completion of the beltway around Central Florida and further serve as a significant economic development driver for the region.

Southern Strategy Group has also been proud to work on other key issues on behalf of the OOCEA. With the advancement in tolling technology, SSG and OOCEA worked together to take the lead in revising the procedure for toll violations to be coordinated by multiple agencies and handled more efficiently for the consumer. This effort was the result of work both within the Florida Department of Highway Safety and Motor Vehicles and with the Florida Legislature in passing House Bill 1271 during the 2010 regular legislative session.

Most recently, Southern Strategy Group has worked diligently with the Florida Department of Transportation, the Governor's Office, the Government Efficiency Task Force and the Florida Legislature to ensure the continued independence of the OOCEA in the face of complete consolidation proposals. In the course of these discussions, SSG has worked together with the staff of not only the OOCEA, but the Florida Turnpike Enterprise, the Tampa Hillsborough Expressway Authority and the Miami Dade Expressway Authority to produce recommendations and proposals for shared services to increase efficiency and lower costs to users of the system.

Moving forward, Southern Strategy Group proposes to partner with Capitol Insight. Together, both firms would support all of the requirements identified in the Scope of Services. Most importantly, Southern Strategy Group and Capitol Insight would propose to focus on three very significant issues.

- First, we must support and advance the continued independence of the OOCEA. Given the level of commitment the Board and Agency have devoted to the Central Florida region, maintaining the management and financial independence of the OOCEA is the top priority.

- Second, we must continue to work with the Governor's Office, the executive branch agencies, the Legislature and other authorities to continually work to improve shared services, lower costs and improve efficiency for the consumers.
- Finally, we must work to ensure the continued funding and support of the five year work program and the Wekiva Parkway. These are all projects that involve multiple funding partners and legislative and executive branch support.

We the think the key to success for these priorities, as well as others identified by the Board and Staff, involves strong communication between Southern Strategy Group/Capitol Insight and OOCEA. Regular verbal and written communication is vital. Further, attrition in the legislative and executive branches of government mean that education of state and local decision makers on the work of the OOCEA is equally important. Briefings with the local delegation, legislative leadership members and the executive branch will remain a priority.

B. Firm/Team Qualifications and Experience

Southern Strategy Group is a full-service lobbying firm founded in 1999 by Paul Bradshaw. Today, Southern Strategy Group is affiliated with 17 offices in 12 states. The Tallahassee office is led by Founder and President Paul Bradshaw and Managing Partner Chris Dudley. In addition, the team of professionals includes former Attorney General and Secretary of State Jim Smith, former Executive Director of the Florida Department of Highway Safety and Motor Vehicles Electra Bustle, former Secretary of the Agency for Health Care Administration Tom Arnold, former State Representative Sandy Safely, and partners Paul Mitchell, David Browning, Towson Fraser, Stacey Webb, James McFaddin and Lindsey Perkins. We have attached detailed biographies on all the team members. The Tallahassee office is headquartered at 123 South Adams Street, Tallahassee, Florida 32301.

In July 2005, Southern Strategy Group established an Orlando office, led by Managing Partner Kelly Cohen and Oscar Anderson. Alex Setzer joined the Orlando office as a partner in 2011. The Orlando office is headquartered at 78 West Church Street, Suite 200, Orlando, Florida 32801.

For this proposal, SSG would propose that all 12 members of the Tallahassee team and all three members of the Orlando team be available for use by the OOCEA. Chris Dudley in Tallahassee and Oscar Anderson in Orlando would serve as the full-time primary contacts/lead representative for the OOCEA. However, every member of the team meets the experience requirements listed in the procurement. All three members of the Capitol Insight team would also be available as needed for use by the OOCEA.

With over a 100 years of combined experience as a legislative advocate and consultant, the Southern Strategy Group team has represented a number of governmental entities within the state of Florida including the Orlando Orange County Expressway Authority, the Tampa Hillsborough County Expressway Authority, City of Orlando, City of Jacksonville, Marion County

Board of County Commissioners and Brevard County Board of County Commissioners. In addition, SSG has also done project specific work for the City of Tallahassee and Capitol Trust Agency. The key contacts for each of these entities are listed below:

Tampa Hillsborough Expressway Authority
Mr. Joe Waggoner – 813-272-6740 (Executive Director)
Contract Dates: 11/19/07 – 10/31/11

City of Orlando
Mayor Buddy Dyer – 407-246-2221
Contract Dates: 01/1/05 – current
Key Issue: SunRail Approval and Funding

City of Jacksonville
Adam Hollingsworth (former Chief of Staff to Mayor) – 850-488-5603
Contract Dates: 12/1/07 – 11/30/10
Key Issue: Local Government Tax Limitations

Marion County Board of County Commissioners
Charlie Stone – 352-438-2323 (former Commission Chairman)
Contract Dates: 01/9/07 – 08/31/11
Key Issue: Spring and Septic Tank Legislation

Brevard County Board of County Commissioners
Leigh Holt – 321-637-5407 (Legislative Coordinator for Contract)
Contract Dates: 03/1/06 – 10/31/09
Key Issue: Transportation Funding

City of Tallahassee
Lewis Shelley – 850-891-8554
Contract Dates: 03/9/09 – 05/1/09
Key Issue: Claims Bill

Capitol Trust Agency
Ed Gray – 850-934-4046
Contract Dates: 02/15/02 – current
Key Issue: Financing for Low-Income Housing Projects

In addition to Tallahassee and Orlando, Southern Strategy Group also maintains offices in Tampa, Jacksonville and Miami under separate and distinct limited liability companies each with carefully selected government consultants who have held the highest staff positions in the executive and legislative branches of Florida State and local government. On occasion, we will draw upon these partners as needed.

Capitol Insight will serve as the sub-consultant partners for this proposal. Led by former Speaker of the House Dean Cannon from Orlando, Capitol Insight brings an exceptional amount of government experience and leadership to the OOCEA team. Speaker Cannon will be joined on his team by two well respected professionals: former Speaker of the House Larry Cretul and Cynthia Lorenzo, who has served as the Secretary to three Governor's agencies during her tenure in Government. I have attached the biographies of the Capitol Insight team for review.

As a team, Southern Strategy Group and Capitol Insight bring significant experience and qualifications to the OOCEA. In addition to our focused work on behalf of OOCEA for the past ten years, Speakers Cannon and Cretul bring a combined 16 years of legislative experience in the area of transportation and appropriations. These gentlemen also bring unique relationships with the Governor and Executive branch staff. Cynthia Lorenzo also brings a unique level of leadership to the team for OOCEA. In addition to her tenure as Secretary of the Departments of Juvenile Justice, the Agency for Workforce Innovation and the Department of Economic Opportunity, Ms. Lorenzo also served for seven years as the communications director for the Florida Department of Transportation. Both Speaker Cretul and Ms. Lorenzo have strong ties to the current House and Senate leadership teams.

As required under the contract proposal, neither Southern Strategy Group nor Capitol Insight represents any entities that would compete with the Authority for state funding or legislative initiatives. Any future potential conflicts of interest would be first provided to the Executive Director of the OOCEA for his prior approval.

C. Organization and Management

Southern Strategy Group proposes to serve as the primary contractor this contract. Capitol Insight will serve as the sub-consultant. Chris Dudley in Tallahassee and Oscar Anderson in Orlando will serve as the lead representatives for OOCEA. In this role, both Chris Dudley and Oscar Anderson can facilitate the use of any other partner needed. This gives the OOCEA staff the ability to direct specific work projects to other members of the team in the most efficient and accountable manner.

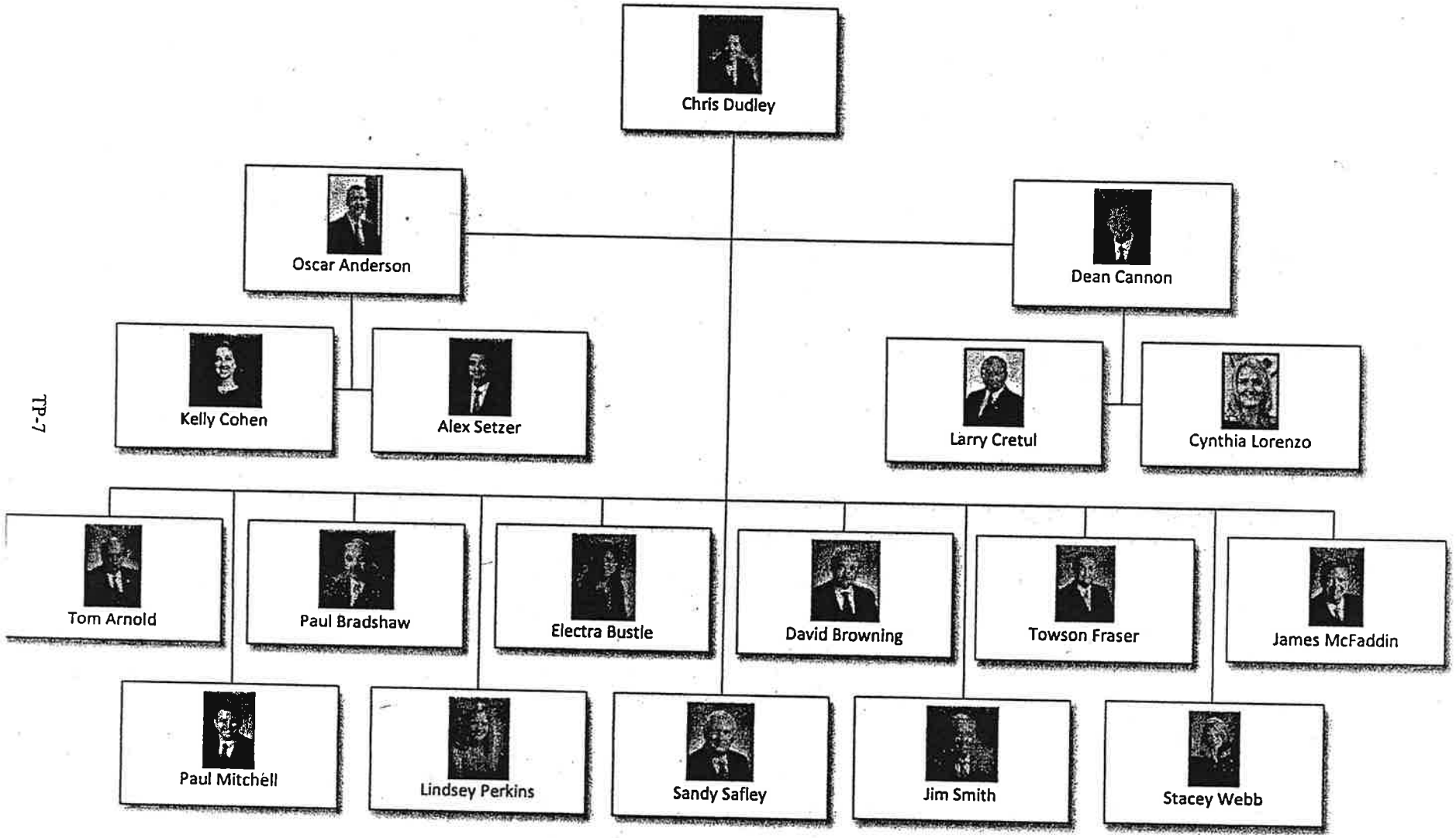
Both Southern Strategy Group and Capitol Insight believe the best advocates come from having served in the highest levels of government. With the combined resources of a former statewide elected Attorney General, two former Speakers of the House, three former agency heads, a former OPB Budget Director, several agency chief of staffs, and other former high level senior staffers, Southern Strategy Group and Capitol Insight propose to offer the most highly experienced and connected team in Florida. By having a key point of contact locally and in Tallahassee, this team offers a management and organizational strength of being able to effectively communicate with the Board and staff, while also having access to a broad-based team of experts when needed.

Under the required Scope of Services, the Southern Strategy Group/Capitol Insight team proposes Chris Dudley and Oscar Anderson will work directly with OOCEA to attend key legislative hearings, review and report on all pertinent and pending legislation, research and assist in the drafting of legislation, appear before any executive or legislative hearing and testify when needed and coordinate any and all meetings with the OOCEA and Board members. From a broader strategy and planning perspective, we expect to engage Paul Bradshaw, Electra Bustle, Dean Cannon, Cynthia Lorenzo and Larry Cretul into both key planning sessions with the OOCEA staff and Board Members, but also to participate in regularly scheduled conference calls both during and after the regular legislative session and committee weeks. Other members of the team will be fully available to the OOCEA staff and Board as needed, and can be directed through the proposed lead representative.

We feel that this approach provides the highest level of accountability and ensures access to an unparalleled team of experts.

D. Required Attachments to Proposal

We have attached the completed Conflict/Non-Conflict of Interest Statement and Litigation Statement form, the completed Drug-Free Workforce form, and the Completed Code of Ethics form. Also, attached are complete biographies for all proposed members and Article of Incorporation for Southern Strategy Group.


Chris Dudley
Oscar Anderson
Dean Cannon
Kelly Cohen
Alex Setzer
Larry Cretul
Cynthia Lorenzo
Tom Arnold
Paul Bradshaw
Electra Bustle
David Browning
Towson Fraser
James McFaddin
Paul Mitchell
Lindsey Perkins
Sandy Safley
Jim Smith
Stacey Webb

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THOMAS W. ARNOLD
TALLAHASSEE, FLORIDA

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In October of 2009 Thomas W. Arnold was appointed by Governor Charlie Crist as Secretary of the Agency for Health Care Administration (Agency). As Secretary, Tom managed the planning and operations of the nearly $20 billion Florida Medicaid Program and the Division of Health Quality Assurance which performs the licensure and Federal Medicare and Medicaid certification activities for most Florida health care facilities (over 45,000 businesses). Tom also provided oversight for the Florida Center for Health Information and Policy Analysis which is the designated Florida entity for planning and implementing federally mandated health information exchange (HIE) activities.

Prior to his appointment as Secretary, Tom served as the Agency's Chief of Staff and served with Governor Jeb Bush as the Florida Medicaid Director from 2004 – 2007 where he effectively managed the country's fourth largest Medicaid program. Tom has over 31 years of service to the State of Florida in the health and human services executive agencies.

In previous roles in Florida state government, Tom served as Deputy State Health Officer for the Department of Health (DOH) where he was responsible for oversight of Florida's 67 county health departments. He also served as the Deputy Secretary for the DOH where he was responsible for oversight and direction of the Division of Medical Quality Assurance which is responsible for the licensing of all medical professionals in Florida. As Deputy Secretary he also managed the Division of Information Technology; the Division of Administration; the Division of Disability Determination; the Office of Health Planning and Evaluation and the Office of Performance Improvement. Tom began his state career as an auditor in the Medicaid Program in 1979 at the former Department of Health and Rehabilitative Services (HRS). At HRS he held management positions related to Medicaid policy development, combating fraud and abuse, hospital, nursing home and other rate setting, licensing and monitoring managed care entities, and Medicaid and Food Stamp beneficiary eligibility determination.

Tom is an accomplished public speaker and has extensive experience testifying before the Florida Legislature and is frequently called upon to present at public and private conferences and other functions. He has served on numerous boards and councils and is recognized as an expert in health and human services.

Tom is a native Floridian from Duval County and proudly served in the United States Marine Corps Reserve from 1970 to 1976. Tom earned a Bachelor's degree in accounting from Florida State University.

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PAUL BRADSHAW
TALLAHASSEE, FLORIDA

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Paul Bradshaw is the founder of Southern Strategy Group. Paul has also served on many campaigns, including coordinating issues development for former Governor Charlie Crist when he made his first run for statewide office in 2000. With a background in Florida government, Paul has dealt with a broad range of major public policy initiatives, including those directed at development, environmental protection, and land acquisition.

Between 1986 and 1990, Paul served in the Martinez Administration as the chief cabinet aide to the Governor, the director of the state's growth management program, and as the director of the Office of Policy and Budget. In those roles Paul was instrumental in advancing Florida's environmental and growth management programs.

Since 1990, Paul has served as a lawyer and lobbyist in Tallahassee. In the summer of 1999 he formed Southern Strategy Group in order to exclusively focus on lobbying, and a short time later joined forces with David Rancourt to facilitate interactions between the private sector and government. Since then, Paul has continued his public service by co-chairing the Governor's Growth Management Commission and by being appointed to the Governing Board of the Northwest Florida Water Management District.

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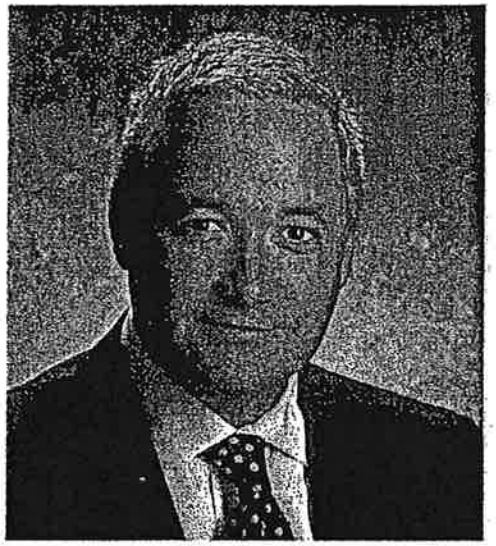

DAVID BROWNING
TALLAHASSEE, FLORIDA

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David Browning is one of Florida's top political campaign operatives. David has worked with the state's most powerful elected officials and brings a new dimension to Southern Strategy Group's team of lobbyists in Tallahassee. Fresh from traveling the state with newly elected Governor Rick Scott, David was instrumental in raising millions of dollars for campaign war chests in the 2010 election cycle. David also worked for Chief Financial Officer Jeff Atwater and Agriculture Commissioner Adam Putnam and set fundraising records for those campaigns. Fundraiser, strategist, and confidante, David is among a handful of insiders who help guide candidates to victory in Florida.

David has been equally busy helping the legislative branch. For the past four years, David has served as the chief fundraiser for Speaker Dean Cannon. David's responsibilities included raising money for Speaker Cannon's personal campaign as well as working with House leadership to raise money for the House Republican Caucus. Through these efforts, the Florida House returned 81 republican members giving them a supermajority.

In the Florida Senate David has represented Senate President Mike Haridopolos and Senate Majority Leader Andy Gardiner. David has also worked with Senator John Thrasher who was elected in a highly contested special election. David brings his unique expertise to the Tallahassee team and offers our clients unprecedented insight into the workings of state government.

David is a graduate of Florida State University with a degree in Political Science.

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CHRIS DUDLEY
TALLAHASSEE, FLORIDA

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A native of Fort Myers, Florida, Chris Dudley graduated from the University of South Florida in 1993 with a Bachelor of Science degree in Political Science.

Chris joined Southern Strategy Group in November of 2000 after serving seven years in state government. During this time, Chris served as the Assistant to the Chief of Staff and the Acting Deputy Chief of Staff to former Florida Governor Jeb Bush. Prior to serving in Governor Bush's administration, Chris served as the Deputy Chief of Staff, Deputy Legislative Director and Special Assistant to former Florida Education Commissioner, former Florida Lt. Governor and current University Chancellor, Frank T. Brogan. Chris also served as a legislative aide in the Florida House of Representatives. Throughout the years, Chris has worked on various state and local campaigns, including the 1998 and 2002 Bush/Brogan gubernatorial campaigns.

A devoted community activist, Chris was a finalist for Volunteer of the Year in 2007. Chris currently serves on the Board of Directors for the Mary Brogan Museum of Art and Science, where he served for two years as Chairman, the Board of Directors for the United Way of the Big Bend, and the Board of Directors for the Greater Tallahassee Chamber of Commerce.

Chris, his wife Susanne, and their two sons live in Tallahassee.

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TOWSON FRASER
TALLAHASSEE, FLORIDA

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Towson Fraser joins Southern Strategy Group with more than 10 years of political and governmental experience.

Most recently, Towson served Governor Charlie Crist as his Deputy Chief of Staff and Legislative Affairs Director. As Deputy Chief of Staff, Towson coordinated with numerous state agencies including the Department of Environmental Protection, Department of State, Department of Revenue, Fish and Wildlife Commission, Water Management Districts, and the Agency for Workforce Innovation. As Legislative Affairs Director, Towson managed the progress of the Governor's priorities through the legislative process including budget issues and landmark legislation in regard to Energy, Health Care, Insurance, and Property Taxes.

Prior to working for Governor Crist, Towson served as Communications Director for Speaker Allan Bense as well as the Republican Party of Florida, the Department of Management Services, and the Department of Community Affairs. Towson also worked in the House Majority Office under Speakers John Thrasher and Tom Feeney.

A native of Tallahassee who grew up in Jacksonville, Towson, his wife Carrie, their daughter Caroline, and son Jack live in Tallahassee.

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JAMES H. MCFADDIN
TALLAHASSEE, FLORIDA

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James H. McFaddin comes to Southern Strategy Group from Health Management Associates, a Fortune 500 hospital company with over 70 hospitals and 400 clinics in 15 states, where he served as Director of Government Affairs. James was responsible for representing the company's interests in Washington, DC, state capitals including Tallahassee, and in front of state health care agencies and local governments.

Prior to joining Health Management, James served as Chief of Staff for the Florida Agency for Health Care Administration. As Chief of Staff, James was involved in the management and operations of the Agency including the Florida Medicaid Program, the regulation of Florida's health care facilities, and oversight of the Agency's $20 billion budget. During this time, James was also appointed by the Governor to manage the state's federally-mandated health information exchange activities as Florida's Health Information Technology Coordinator. Prior to being named Chief of Staff, James served as the Agency's Legislative Affairs Director.

Before joining the Agency, James served as the Deputy Director of Legislative Affairs for the Executive Office of the Governor where he worked to develop and coordinate passage of the Governor's legislative and budget priorities. James has also served as a Senior Analyst in the Florida Senate specializing in health care, criminal justice, and agricultural issues.

A native of South Carolina, James graduated from Emory University in Atlanta, Georgia, where he earned Bachelor of Arts degrees in both Economics and Political Science. James and his wife Logan reside in Tallahassee, Florida.

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PAUL MITCHELL
TALLAHASSEE, FLORIDA

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Paul Mitchell joins Southern Strategy Group after having served at the top in some of the most powerful executive branch agencies in Florida government. Paul began his career in state government in 1988 as an aide to, then Insurance Commissioner, Tom Gallagher. In 1994, Mitchell was appointed Chief Cabinet Aide to former Secretary of State Sandra Mortham and specialized in financial services, environmental and education issues. In 1998, following Tom Gallagher's election as Education Commissioner, Paul Mitchell was asked to serve as the Commissioner's Chief of Staff. Six years and two successful administrations later, Paul continued to serve as Chief of Staff to Tom Gallagher, the state's first Chief Financial Officer at the Florida Department of Insurance and then at the Department of Financial Services.

A native Floridian from Palm Beach County, Paul Mitchell was a dedicated public servant for more than fifteen years. Prior to entering government, he graduated with honors from Florida State University in Political Communications.

An expert in policy and administration, Paul served on several boards and commissions including the E.R.P. (Enterprise Resource Planning) Integration Task Force, a statewide effort initiated by the legislature to improve financial management of taxpayer dollars and modernize state personnel systems. Paul also served with the Florida Commission on Economic Education and the "Just Read Florida" program.

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LINDSEY PERKINS
TALLAHASSEE, FLORIDA

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Lindsey Perkins joined Southern Strategy Group in March of 2012 after graduating from the University of North Florida with a Bachelor's of Science degree in Business Administration with an emphasis in Marketing. While pursuing her undergraduate degree, Lindsey worked for the Florida Department of Law Enforcement in 2009 and as an intern for a private consulting firm, representing clients on a wide variety of issues, in 2010 and 2011.

Lindsey is actively engaged in the Tallahassee Network of Young Professionals, a group of young professionals networking to enrich the city by providing talent and valuable resources to local businesses and cultural organizations. In addition, Lindsey is a member of the Tallahassee Republican Women's Club Federated, whose purpose is to support the Republican Party's programs, and to encourage and strengthen Republican involvement in those programs as well as to support their participation as candidates for elective office. Lindsey is a native of Tallahassee.

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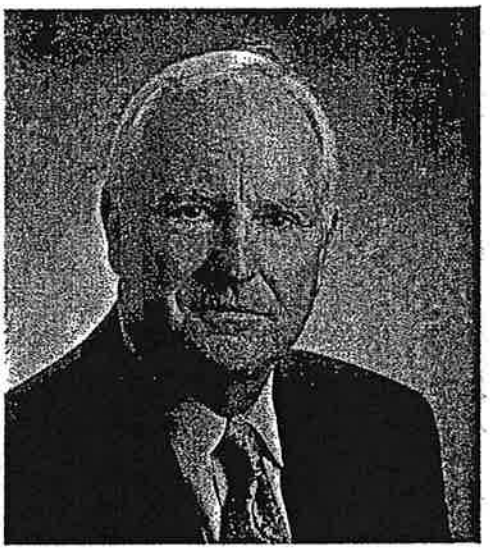

R. Z. "SANDY" SAFLEY
TALLAHASSEE, FLORIDA

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R.Z. "Sandy" Safley's career, which includes both the public and private sectors in Florida, uniquely positions him to represent clients on issues related to insurance and regulatory matters, transactions, company creation, capital formation, and banking and financial services before the executive and legislative branches of Florida government and the Florida Cabinet. In 1988, Sandy was elected to the Florida House of Representatives representing parts of Pinellas, Hillsborough, and Pasco counties for five terms. During his tenure in the House of Representatives, Sandy served as Chairman of the House Committee of Financial Services (Insurance, Banking, and Securities), Policy Chairman of the House Republican Caucus, and Chairman of the Subcommittee of Banking and Corporations, the Natural Resources Committee, and others.

Sandy was honored numerous times with awards for his work and passage of critical legislation affecting Florida's water policy and management, as well as the landmark land acquisition program Preservation 2000. Sandy also served on the Executive Committee of the National Conference of Insurance Legislators (NCOIL).

In the private sector, Sandy has served as President of a residential and commercial development company, and President of a consulting firm representing national financial service and reinsurance companies, as well as domestic insurance companies.

Sandy has served on numerous civic boards and currently is a board member of the Federal Alliance for Safe Home (FLASH), and is past Chairman and Vice Chairman of Babcock Ranch, Inc., a not-for-profit corporation created by the State of Florida to oversee a 73,000 acre parcel of land that the state purchased along with Lee and Charlotte Counties to preserve as a working ranch and environmental center. Sandy also served as a member and Vice Chairman of the Florida Marine Fisheries Commission.

Sandy earned his Bachelor's degree from Middle Tennessee State University.

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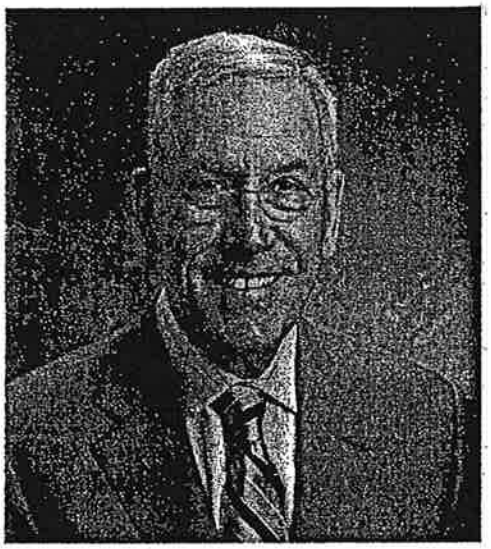

JIM SMITH
TALLAHASSEE, FLORIDA

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Jim Smith, a Florida political veteran of unmatched governmental experience, joins Southern Strategy Group after serving Florida and its citizens for more than forty years. Elected to two terms at Florida's Attorney General, Jim was known for his zeal in fighting crime and protecting Florida's consumers. Jim also served as Florida's Secretary of State, Chief of Staff to the Governor, Deputy Secretary of Commerce, and the Assistant Secretary of State.

Jim has served on many task forces and boards including Co-Chairman the Florida Election Reform Task Force; Commission on the Future of Florida's Environment; Governor's Task Force to Promote Ethics in Government, and Governor's Commission on the Statewide Prosecution Function. Jim has also been involved in Florida's education system by being a member of the Board of Regents for the State University System and serving as Chairman and Vice Chairman of the Board of Trustees for Florida State University.

Jim has often been honored for his commitment to Florida. Jim received the Honorary Doctor of Humane Letters Degree, Florida State University; Conservationist of the Year, Florida Audubon Society; Honorary Doctor of Laws Degree, Stetson University; Stetson University Distinguished Alumni Award; Friend of Education Award, Florida Teaching Profession-National Education Association; President's Award, Florida Education Association; Furtherance of Justice Award, Florida Prosecuting Attorneys Association; and Meritorious Service Award, Florida Silver-Haired Legislature. Jim was the recipient of a U.S. Department of Justice Award for Effectiveness in Drug Enforcement.

Jim received a B.S. in Public Administration and Government from Florida State University and a J.D. from Stetson University of Law.

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ELECTRA THEODORIDES-BUSTLE

TALLAHASSEE, FLORIDA

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Electra Theodorides-Bustle has had an extensive public sector career that has included over 15 years of executive, legal, and policy making positions.

In February 2007, Electra was unanimously appointed by Florida's Governor and Cabinet as the Executive Director of the Department of Highway Safety and Motor Vehicles. As Executive Director, Electra was responsible for all activities of one of the nation's largest safety and consumer oriented agencies, which includes the Florida Highway Patrol, the Division of Driver Licensing, and the Division of Motor Vehicles as well as a large information technology and administrative and business support divisions.

Prior to being appointed Executive Director, Electra served as Assistant Commissioner for the Florida Department of Law Enforcement for three years and oversaw critical areas including legislative affairs office, sexual predator registry, the Capitol Police, criminal justice officer, records and discipline, and the State's criminal history and fingerprint databases.

Electra also has a diverse legal career in the public sector serving as Assistant General Counsel for the Department of Highway Safety and Motor Vehicles, General Counsel for the Sarasota County Sheriff's Office and Deputy General Counsel for the Florida Sheriffs Association. Electra also represented the Commission for Florida Law Enforcement Accreditation and the National Association of Women Law Enforcement Executives.

Electra received her Juris Doctorate from Florida State University, College of Law and has a Bachelor of Arts degree from the University of Pennsylvania. Electra is also a certified law enforcement officer.

Electra was the recipient of the 2008 Glass Ceiling Award presented by the Florida Federation of Business and Professional Women. This award honors women who have successfully broken through the barrier of advancement within their profession, enabling them to reach the management level positions previously barred to working women. Electra was the first female Captain and Major at the Sarasota County Sheriff's Office, the first female Assistant Commissioner for the Florida Department of Law Enforcement and the first female Executive Director for the Department of Highway Safety and Motor Vehicles in its 70 year history.

Electra is active in the community serving on both the American Red Cross and Animal Shelter Foundation Boards. Electra and her husband Dennis, a 30 year law enforcement veteran, live in Tallahassee.

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STACEY WEBB
TALLAHASSEE, FLORIDA

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Stacey Webb formerly served as Assistant Chancellor for the Division of Community Colleges and Workforce Education at the Florida Department of Education. Stacey led the Division's legislative efforts and played a key role in the Department's communications, personnel, and budgeting – gaining the deep, substantive policy knowledge, especially in education, with which to work at the high staff level throughout state government. Stacey also served as the President for the Foundation for Florida's Community Colleges. Under Stacey's leadership, the Foundation's assets quadrupled providing an additional $15 million in student scholarships.

Prior to working for the Division of Community Colleges and Workforce Education, Stacey served as staff director and Majority Office senior analyst with the Florida House of Representatives. There, Stacey covered legislative issues relating to higher education, criminal justice, state administration, local government, and education appropriations.

Stacey received a Bachelor of Arts from Stetson University and a Master of Public Administration from the University of Central Florida.

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OSCAR ANDERSON
ORLANDO, FLORIDA

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Oscar is a native of Central Florida and has extensive background in government. Prior to joining Southern Strategy Group, Oscar has served in the legislative and executive branches at the local, state, and federal levels. Oscar became a government expert that understands firsthand how to move bureaucracy to effect change. After more than a decade of government service, Oscar was dubbed "politically connected" by the *St. Petersburg Times*.

From 1998 to 2000, Oscar served as the chief lobbyist for Orange County Chairman Mel Martinez. When President Bush asked Chairman Martinez to serve as U.S. Department of Housing and Urban Development (HUD) Secretary, Oscar moved to Washington, D.C. in 2000. As an integral part of Secretary Martinez's senior staff, Oscar managed the Congressional office and later was promoted to Deputy Chief of Staff. Oscar specialized in the appropriations process and negotiated the passage of $75 million for the Administration's American Dream Downpayment Initiative.

Returning to Florida was important to Oscar, and in 2003, he was offered a position as Chief of Staff and Assistant Secretary at the Department of Community Affairs (DCA). During Oscar's tenure at DCA, he directed passage of the landmark Wekiva Parkway and Protection Act legislation and had a key role in the passage of the first overhaul to the state's growth management laws in 20 years.

Oscar is an active member of the MetroOrlando Economic Development Council's government affairs teams and serves on the MyRegion.Org Board of Directors, a collaboration of public, private, and institutional leaders creating a growth management and economic development vision for Central Florida.

In May of 2008, Governor Crist appointed Oscar to Chair the Affordable Housing Study Commission, making recommendations to the Governor and Legislature on affordable housing policy for the state.

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ALEX SETZER
ORLANDO, FLORIDA

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Alex Setzer is a Central Florida native who earned his reputation as a fixture in successful elections. Candidates from throughout the state credit Alex's strategic plans, tactical acumen, and ability to get the job done as a reason for their campaign's success.

First learning the ropes as a campaign volunteer in the '90's, Alex quickly developed a stellar record as one of Central Florida's youngest political consultants. Alex was instrumental in the political ascension of several of central Florida's new breed of elected officials and remains a well-respected strategist on the Florida political stage.

In 2005, Alex was asked to fill a position of community trust as the Chief Deputy Supervisor of Elections for Seminole County. In his four years in the role, Alex helped transform an office which catapulted voter trust in the county, and did so with a measurement tool that has been copied by elections offices throughout the country.

After serving in the Seminole County elections office, Alex ran one of the most successful political committees in the state, Citizens for an Enterprising Democracy. In the private sector, Alex has also negotiated land development rights with several government entities on behalf of clients.

At Southern Strategy Group, Alex combines his land-use expertise, political acumen, and connections to deliver positive results to clients.

Alex is very active in the community, having served as a gubernatorial appointee to the Early Learning Coalition of Seminole County and as a member of the Seminole County Planning and Zoning Board. In September of 2011, Alex was appointed by Governor Rick Scott to the board of trustees of Seminole State College.

Alex received his Bachelor's from Florida State University, and will receive his Master's in Business Administration from the University of Florida in December.

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KELLY COHEN
ORLANDO, FLORIDA

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Kelly Cohen is a forceful advocate for clients in Central Florida. In May of 2005, due to her local government expertise, Kelly opened the first intra-state/local office for Southern Strategy Group. Kelly's primary focus is on local and state government, transportation, land use, economic development and business development. Kelly brings a unique understanding of the Orlando market, having worked closely with the leaders at a local, state and federal level. Kelly understands the importance of the intersection between policy and politics.

Kelly has gained valuable experience in designing and making public-private partnerships work. Kelly has been part of numerous community projects including the Creative Village, a 68 acre urban redevelopment site being led by Banc of America Community Corporation and the City of Orlando.

Prior to Southern Strategy, Kelly practiced law in South Florida. Then, Kelly became a strategist and fundraiser in some of Florida's most visible campaigns. Kelly acted as the statewide Finance Director for then State Senator Buddy Dyer when he ran for Attorney General and again in his successful races for Orlando Mayor in 2003, 2004 and 2008. After Mayor Dyer's first victory, Kelly acted as staff for the Mayor's Transition Team. Kelly has consistently been involved in a number of local political issues, including Orange County Commissioner Bill Segal's re-election and race for Orange County Mayor; Suzanne Kosmas' successful win for 24th District of US Congress. Kelly worked closely with Alex Sink on her successful campaign for the Chief Financial Officer and is actively participating in her campaign for Governor.

Most recently, Kelly was listed as one of Orlando's Fifty Most Powerful in *Orlando Magazine's*. *Florida Trend* recognized Kelly as "an up-and-comer who can get most of the people on this list to return her calls" making her one of the "Must Know" contacts in the region. Kelly has been honored by the *Orlando Business Journal* as awardee for the "40 under 40" leadership.

Kelly has dedicated herself to being an active member of our Central Florida Community. Kelly participates on several Boards- both civic and philanthropic. Kelly is on the Board of Directors for the Metro Orlando Economic Development Commission and serves on their legislative affairs and government relations committees. Kelly also serves on the Board of Directors for the Ronald McDonald House, Center for Drug Free Living, and Orlando Children's Trust.

Kelly has used her fundraising skills from the political arena to assist many philanthropic groups throughout the region. Kelly has acted as the Sponsorship Chair for all of Mayor Dyer's City Kidz Fundraisers benefitting Parramore Kidz Zone. Kelly has also served on fundraising committees for Junior Achievement, Harbor House, and the American Heart Association.

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Cynthia Lorenzo's 15-year career in state government has been distinguished by a series of executive level and agency head appointments by three governors. Her extensive experience in the executive branch of government includes serving as an agency legislative lobbyist for six years.

Cynthia began her career in government in 1993 by serving as the Deputy Communications Director for the Florida Department of Transportation. In 2005, she joined the leadership team at the Department of Juvenile Justice where she served as Communications Director and later as the department's Chief of Staff. In 2006, Governor Bush appointed her to serve as the Interim Secretary.

In 2007, she was appointed by Governor Crist to serve first as Deputy Director and then as Director of the Agency of Workforce Innovation. As an agency executive, Cynthia managed a $2 billion budget and 2,300 employees to support of a thriving Florida economy. She was reappointed in this role by Governor Scott and continued to aggressively pursue opportunities for Florida's workers and success for Florida businesses.
Cynthia led the department through its merger into the new Department of Economic Opportunity in October 2011, and she was appointed by Governor Scott as Interim Director and Chief Operating Officer.

Cynthia has lived in Florida since 1977 and currently lives in Tallahassee with her two sons, Nicolas and Lucas.

A fifth-generation Floridian, Dean Cannon began his career as a lawyer in Orlando, practicing state and local government law since 1995. He has represented sophisticated clients before local, regional, and state government entities from the panhandle to the keys. He has also represented cities and counties and quasi-governmental authorities. He has represented local governments on issues ranging from electric and wastewater utilities to land-use and administrative law. He served as General Counsel to the Orange County Charter Review Commission in 2000, and also previously represented the City of Orlando before the Florida Legislature and the executive branch.

Dean's legislative and executive branch lobbying experience includes representing local government entities and private clients on issues including transportation, education, healthcare, insurance, and appropriations matters. He has also handled administrative law and regulatory matters before the division of administrative hearings and matters before the judicial branch.

Dean served In the Florida House of Representatives from 2004 until 2012.
During his eight-year career, he played pivotal roles in property tax reform, growth management reform, and major transportation infrastructure policy initiatives, among many others. He was selected by his peers to become Speaker of the House for the 2010 to 2012 term, and is credited with leading the house effectively during a time of great economic and political challenge.

Dean lives in Tallahassee with his wife, Ellen, and their three children, Dean III, Katherine, and Sarah.

Larry Cretul began his career in public service in 1994 when he was first elected to the Marion County Commission where he served for eight years.

In 2002, he was elected to the Florida House of Representatives and was selected by his peers in 2009 to serve as Speaker of the House from 2009 to 2010.

During his legislative career, Larry had a significant impact on several of the state's top priorities including health care reform, tort reform and workers compensation reform. He also championed many efforts to increase the efficiency and transparency of government and improve the state's economy through business-friendly reforms.

Outside of public office, Larry has been an active member and promoter of Florida's business community. He has owned and operated a small residential construction business and worked as a real estate broker.

After completing his eight years in the Florida House, he joined the leadership team of the Florida Chamber of Commerce, where he served as the director of the Board of Governors and Political Director.

Larry has lived in Florida since 1971 and is a veteran of the U.S. Navy.
He and Lana, his wife of 44 years, live in Ocala and have two adult sons and two grandsons.

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CONTRACT NO. 000894

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.

Southern Strategy Group
Company Name

By: Chris Dudley

Title: Managing Partner

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION SUMMARY

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

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

CHECK ONE

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

OR

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

Southern Strategy Group
COMPANY NAME

AUTHORIZED SIGNATURE

Chris Dudley
NAME (PRINT OR TYPE)

Managing Partner
TITLE

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

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

Southern Strategy Group does:
Name of Business

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

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

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

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

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

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

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

Proposer's Signature

11/5/12
Date

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of SOUTHERN STRATEGY GROUP, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is P99000055999.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Second day of May, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES
CONTRACT NO. 000894

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

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

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

Company Name

By: _____

Title: _____

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION SUMMARY

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

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

CHECK ONE

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

OR

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

Capital Trust LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Dean Cannon
NAME (PRINT OR TYPE)

President
TITLE

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

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

Capital Insight, LLC
Name of Business

does:

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

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

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

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

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

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

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

Proposer's Signature

Nov 13, 2012
Date

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: November 26, 2013

RE: Approval of Contract Renewal with
Southern Strategy Group, Inc. for
Legislative Advocacy and Consultant Services
Contract No. 000894

Board approval is requested for the first renewal of the referenced contract with Southern Strategy Group, Inc., in the amount of $125,000.00. The renewal period will be from February 1, 2014, to January 31, 2015.

The services to be provided under the renewal will include assisting and advising the Authority with respect to matters involving governmental bodies and representing the Authority before the Governor, Cabinet, and the Legislature (including its committees) in regular sessions and special sessions as called.

cc: Laura Kelley, Deputy Executive Director, Administration and Finance
Michelle Maikisch, Director of Public Affairs and Communication
Contract File
Consent Agenda 12/13

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

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

OOCEA '14JAN 7 PM 2:27

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of December 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to the first renewal of said Original Agreement beginning the 1st day of February 2014 and ending the 31st day of January 2015 for the not-to-exceed amount of $125,000.00.

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

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

SOUTHERN STRATEGY GROUP, INC.

BY: _____
Authorized Signature

Print Name: Chris Dudley

Title: Managing Partner

ATTEST: _____ (SEAL)
Secretary or Notary

AMY YANDLE
MY COMMISSION # FF 062625
EXPIRES: February 14, 2018
Bonded Thru Notary Public Underwriters

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Approved as to form and execution, only:

_____
General Counsel for the Authority

RECEIVED
CONTRACTS DEPT.
1/17/14
SIGNATURE / DATE

OOCEA '14JAN13 PM 2:25

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Award of Contract for
Wrong Way Detection Pilot Project
Contract No. 001025

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on October 21, 2014, for the referenced project. Bid results were as follows:

	Bidder	**Bid Amount**
1.	United Signs & Signals, Inc.	$299,689.00
2.	Traffic Control Devices, Inc.	$336,336.00

The Engineer's Estimate for this project is $298,830.66

The Procurement Department has evaluated both bids and has determined that both bids are responsible and responsive to the bidding requirements. Since less than three bids were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options to either reject the bids and re-bid the project or recommend award of the contract. That meeting took place on October 21, 2014, with the Director of Expressway Operations (representing the Deputy Executive Director) and the Director of Procurement. The results of the meeting were included in a memo to the Interim Executive Director recommending that the contract be awarded to United Signs & Signals, Inc. The Interim Executive Director accepted the recommendation.

Award of the contract to United Signs & Signals, Inc., in the amount of $299,689.00 is recommended contingent upon final execution of the contract by both parties.

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

MEMORANDUM

TO: Joseph A. Berenis, P.E.
Deputy Executive Director, Engineering, Operations, Construction & Maintenance

FROM: Corey Quinn, P.E. CQ
Director of Expressway Operations

Claude Miller
Director of Procurement

SUBJECT: Wrong Way Detection Pilot Project
Contract No. 001025
Recommendation for Award of Contract

DATE: October 21, 2014

On October 21, 2014, two (2) sealed bids were opened for the subject project:

Bidder		Bid Amount
1.	United Signs & Signals, Inc.	$299,689.00
2.	Traffic Control Devices, Inc.	$336,336.00

The Engineer's Estimate for the project is $298,830.66. There were no unbalanced bid items in the low bid from US&S and it is within acceptable tolerances for the total bid amount when compared to the estimate.

Since less than three bids were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options to either reject the bids and re-bid the project or recommend award of the contract to the Executive Director. Since there is currently no Executive Director, responsibility for approvals related to engineering and construction has been delegated by the Board to the Deputy Executive Director. As a result, it was decided that the meeting would take place between the Director of Expressway Operations and the Director of Procurement with the recommendation going to the Deputy Executive Director. That meeting took place on October 21, 2014.

During the meeting we noted that 11 contractors had registered as "primary", or prime contractors, to download the bid documents from the Procurement web site and only 2 submitted bids. We considered that fact, the size of the project, 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. Based on these considerations, it is our opinion that rebidding the project would not be in the best interest of the Authority since it probably would not result in more bids or a lower price. Therefore, in accordance with Article V, Procurement Processes, of the Procurement Procedures Manual, we jointly recommend award of Contract No. 001025 to United Signs & Signals, Inc.

Accept Recommendation X Reject Recommendation _____

_____

Deputy Executive Director

If rejected, reason(s) for rejection:

_____

_____

CONTRACT

This Contract No. 001025 (the "Contract"), made this 13th day of November, 2014, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and UNITED SIGNS & SIGNALS, INC., 28248 County Road 561, Tavares, Florida 32778, 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 installation of all items associated with Contract No. 001025, Wrong Way Detection Pilot Project, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 120 calendar days. The Contract Amount is $299,689.66. This Contract was awarded by the Authority's Board of Directors at its meeting on November 13, 2014.

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
9. 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

UNITED SIGNS & SIGNALS, INC.

By:_____

_____
Title

ATTEST: _____(Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: November 13, 2014

RE: Disposal of Inventory

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

Purchase Date/Estimated Purchase Date	Item	Cost/Estimated Cost per each	Quantity	Extended Total	Asset Tag Number
7/96	Dell Laptop	$ 4,864.00	1	$ 4,864.00	2594
8/01	Dell/PP01X Laptop	$ 2,885.13	1	$ 2,885.13	4021
2/03	Panasonic CFTI Laptop	$ 1,991.23	1	$ 1,991.23	4314
6/04	Sony Laptop	$ 2,499.98	1	$ 2,499.98	4547
1/09	HP DX2400 Desktop	$ 1,043.25	1	$ 1,043.25	6125

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Approval of Purchase Order for Oracle for Software Update Licenses and Support

Board approval is requested to issue a purchase order in the amount of $57,595.51 to Oracle to update various database software licenses and continue product support for a one-year period from November 15, 2014, to November 14, 2015. Oracle has been designated as a single source provider for these services.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joann Chizlett, Director of Information Technology

ORACLE

30-Sep-14

Rafael Millan
Central Florida Expressway Authority (CFX)
4974 ORL Tower Rd
ORLANDO
FL 32807
United States

Dear Rafael Millan

The technical support services provided under support service number 2572502 will expire, or have expired, on 14-Nov-14. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 16-Oct-14.

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Allison MacEwen
Oracle Support Services
E-mail: allison.macewen@oracle.com
Tel.: +17033643362
Fax: +17197574233

ORACLE

GENERAL INFORMATION

OFFER EXPIRATION		**ORACLE:** Oracle America, Inc.	
Support Service Number:	2572502	**Oracle Support Sales Representative:**	Allison MacEwen
Offer Expires:	14-Nov-14		
		Telephone:	+17033643362
		Fax:	+17197574233
		E-mail:	allison.macewen@oracle.com
CUSTOMER: Central Florida Expressway Authority (CFX)			
CUSTOMER QUOTE TO		**CUSTOMER BILL TO**	
Account Contact:	Rafael Millan	**Account Contact:**	ACCOUNTS PAYABLE
Account Name:	Central Florida Expressway Authority (CFX)	**Account Name:**	Central Florida Expressway Authority (CFX)
Address:	4974 ORL Tower Rd ORLANDO FL 32807 United States	**Address:**	4974 ORL Tower Rd ORLANDO FL 32807 United States
Telephone:	407 894-5065	**Telephone:**	407-316.3800
Fax:		**Fax:**	
E-mail:	millanr@oocea.com	**E-mail:**	CHIZLETT@OOCEA.COM

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 2572502, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Technical Support Services							
Service Level:	**Software Update License & Support**						
Product Description	**CSI #**	**Qty**	**License Metric**	**License Level / Type**	**Start Date**	**End Date**	**Price**
Oracle Database Enterprise Edition - Processor Perpetual	15666686	1		FULL USE	15-Nov-14	14-Nov-15	4,870.30
Oracle Database Standard Edition - Processor Perpetual	15666686	13		FULL USE	15-Nov-14	14-Nov-15	23,742.71
Oracle Partitioning - Processor Perpetual	15666686	4		FULL USE	15-Nov-14	14-Nov-15	4,870.30
Oracle Database Enterprise Edition - Processor Perpetual	15666686	3		FULL USE	15-Nov-14	14-Nov-15	24,112.20

Program Technical Support Fees: USD 57,595.51

Total Price: USD 57,595.51

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Central Florida Expressway Authority (CFX) represents that Customer has authorized Central Florida Expressway Authority (CFX) to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. Central Florida Expressway Authority (CFX) agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Central Florida Expressway Authority (CFX) agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of Central Florida Expressway Authority (CFX) to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

The technical support services acquired under this ordering document are governed by the terms and conditions of the Public Sector Technical Support Services Agreement ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check, or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that if the pre-tax value of this ordering document is USD $2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If Central Florida Expressway Authority (CFX) is a tax exempt organization, a copy of Central Florida Expressway Authority (CFX)'s tax exemption certificate must be submitted with Central Florida Expressway Authority (CFX)'s purchase order, cheque, credit card or other acceptable form of payment

Purchase Order
If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Support Service Number: 2572502
- Total Price: USD 57,595.51 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Central Florida Expressway Authority (CFX) agrees that the terms of this ordering document and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Check
If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Support Service Number: 2572502
- Total Price: USD 57,595.51 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, Central Florida Expressway Authority (CFX) agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Credit Card Confirmation
If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD $100,000 or greater or transactions that are not in USD.

_____
Credit Card Number

_____
Credit Card Type (Visa, MasterCard, AMEX, JCB (for Japan only))

_____
Expiration Date

_____
Billing Address (associated with Credit Card)

_____
City, State, and Zip (associated with Credit Card)

_____
Authorized Signature

_____
Name (as it appears on the credit card)

In issuing this credit card confirmation, Central Florida Expressway Authority (CFX) agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply.

Remittance Details
Purchase orders, credit card details, or payment confirmation for the technical support services ordered under this ordering document should be sent to:

Attn:	Allison MacEwen Oracle Support Services
Fax:	+17197574233
E-mail:	allison.macewen@oracle.com

Checks for the technical support services ordered under this ordering document should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc

PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

DATE: March 2, 2009

VENDOR NAME: Oracle Corp.

VENDOR ADDRESS: PO BOX 71028
Chicago, IL 60694-1028

The following is a list of reasons to use Standardization as a basis for pricing with this Vendor:

The software purchased from this vendor is currently used in all 13 of our plazas and as well as on the host and backup host systems as the database platform for our toll collection system. The software support is purchased from the software manufacturer. The support includes troubleshooting problems, bug fixes and new software versions on the same platform for no additional cost. Without the maintenance, if there was a software bug or we ran into a problem with the software, we would be unable to get support of it. Since Oracle is the manufacturer, only they can make changes to their proprietary software. There is no where else to get this support.

Joann M. Chizlett
Director of Information Technology

RICHARD T. CROTTY *Chairman* | TANYA T. JUAREZ *Vice Chairman* | MARK C. FILBURN *Secretary/Treasurer* | NORANNE B. DOWNS, P.E. *Board Member* | WALTER A. KETCHAM, JR. *Board Member* | MICHAEL SNYDER, P.E. *Executive Director*

Saul Rivas

From: Joann Chizlett
Sent: Monday, December 17, 2012 11:32 AM
To: Saul Rivas
Cc: Rafael Millan
Subject: RE: Oracle Justification Letter

Thanks!

From: Saul Rivas
Sent: Monday, December 17, 2012 11:18 AM
To: Joann Chizlett
Cc: Rafael Millan
Subject: RE: Oracle Justification Letter

Thanks, I'll attach this email to the Letter.

Saul

From: Joann Chizlett
Sent: Monday, December 17, 2012 11:15 AM
To: Saul Rivas
Cc: Rafael Millan; Joann Chizlett
Subject: RE: Oracle Justification Letter

Saul:

This justification is still valid. The only change is that I believe there are now 14 plazas since we added Dallas last year. Thanks.

- Joann

From: Saul Rivas
Sent: Monday, December 17, 2012 9:46 AM
To: Joann Chizlett
Cc: Rafael Millan
Subject: Oracle Justification Letter

Joann,

Attached you'll find the Oracle Justification Letter dated 3/2/2009. This Justification Letter is over 3 years old. Please advise if this vendor still a Single Source and keep using the same Justification Letter.
Please let me know if you have any questions

Thanks

Saul

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Approval of Supplemental Agreement No. 10
Atkins North America, Inc., for
Toll Collection System Replacement Consultant
Contract No. 000821

Board approval is requested for the referenced supplemental agreement with Atkins North America, Inc., in the amount of $97,662.00. Approval of an extension of the Contract term to May 31, 2015, is also requested.

On June 30, 2014, the Authority received one proposal in response to a Request for Proposals (RFP) to furnish and install the Authority's new toll collection system. The decision was made to reject the proposal and re-advertise the project. Vendors who did not submit proposals were contacted and asked to provide input as to the reason(s) they did not respond. Based on that information, Atkins was directed to revise the RFP documents, including the submittal requirements, scope of services and price proposal. The project was re-advertised on September 28, 2014, and new proposals are due on December 19, 2014.

Supplemental Agreement No. 9, approved by the Board on March 17, 2014, funded the services provided by Atkins to support the original RFP procurement process. The revisions to the RFP documents were also paid with the funds in Supplemental Agreement No. 9. The $23,000.00 remaining in that supplemental agreement will be transferred to Supplemental Agreement No. 10 which reduces the total amount to the requested $97,662.00. Services still to be provided under the current RFP process include: assisting Authority staff with the preparation of addenda; reviewing proposer qualifications; providing "subject matter" assistance to the Evaluation Committee; reviewing and tabulating price proposals.

Original Contract Amount	$ 725,000.00
Amount of Previous Supplemental Agreements	$ 625,538.80
Amount of This Supplemental Agreement	$ 97,662.00
Total Revised Contract Amount	$1,448,200.80

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joann Chizlett, Director of Information Technology
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 10 entered into this 13th day of November, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services for new Task 17 for support for the rebid of the request for proposals process with an increase in the Contract for the not-to-exceed amount of $97,662.00 and an extension in the term of the Contract to May 31, 2015.

2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount and extension of the Contract term (Exhibit A).

3. The Authority and Consultant agree that this Supplemental Agreement No. 10 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 10; that acceptance of this Supplemental Agreement No. 10 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 10 is necessary to provide the additional services required for new Task 17 and to increase the Contract amount and extend the Contract term based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $97,662.00

This Supplemental Agreement No. 10 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name:_____

Title: _____

Attest: _____(Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

FROM: Tom Knuckey, PE
TO: Joann Chizlett
DATE: October 28, 2014
SUBJECT: **Project Contract 000821 Requested Permission for Task Budget Increase for New Task 17 – Support for 2nd Procurement Process**

This is a follow up to the recent conversations regarding the budget status of the project. As we have indicated, we are requesting a new Supplemental Agreement (No. 10) for Atkins' support activities for the re-procurement of the Toll System Upgrade as described below, and the associated schedule adjustments. This new Task 17 will result in an increase to the current Contract of $97,662, and includes the use of the remaining unspent Task 16 budget of approximately $23,000.

Atkins will provide support for the 2nd Procurement Process for the Authority's effort to select a Toll System Contractor. The process is underway and is scheduled to be complete by March 12, 2015. The scope of this work to support the Request for Proposals (RFP) procurement process will include the following:

- Develop and edit Proposal Evaluation Criteria & Forms and documents
- Develop bid tabulation summary spreadsheet to compare bid prices
- Support the process for addressing and preparing responses to questions / inquiries from Proposers
- Support various meetings at CFX's request
- General support throughout the procurement process
- Support for preparation of up to three (3) Addenda to the RFP
- Support for the Authority's Evaluation Committee Process
- Support for technical review as subject matter experts of Technical Proposals up the budgeted level
- Support for tabulation, review and evaluation of Price Proposals
- Support for Evaluation Committee submittals to the Authority Board

To complete this work we are requesting a time extension until May 31, 2015 be provided for completion of Task 16, and for Task 17. As our work efforts since April have been at the previous 2013 salary rates, we request that pursuant to our contract, the rates be increased as indicated in Task 17 to the current 2014 rate structure.

The spread sheets below show the project current budgets, requested re-alignment amounts, and new total budget amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	Contracted Amount
Original Contract Amount	$725,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$9,362.49
Supplemental Agreement No. 3	$0.00
Supplemental Agreement No. 4	$0.00
Supplemental Agreement No. 5	$262,000.00
Supplemental Agreement No 6	$165,600.00
Supplemental Agreement No 7	$0.00
Supplemental Agreement No 8	$ 32,492.15
Supplemental Agreement No 9 *	$ 156,084.16
Supplemental Agreement No 10	$97,662.00
Total Revised Contract Amount	$ 1,448,200.80

"*" approximately $23,000 in the remaining SA No. 9 (Task 16) budget will be applied to the SA No. 10 (Task 17) budget, this includes a realignment of the unused amount in Task 16 for Hofstetter Consulting Subconsultant to Atkins. Task 17 includes $4,200 in subconsultant fees for Hofstetter Consulting.

Details of this budget request by individual tasks are shown below.

SA No. 10 Task 17 – Support for 2nd Procurement Process

Central Florida Expressway Authority
Toll System Upgrade Project

ATKINS

Supplemental Agreement No. 10
Task 17 - Support for 2nd Procurement Process

	Raw	Mult.		4/1-8/31 Oct.			Nov.			Dec.			Jan.			Feb.			Mar.		
				173			173			173			173			173			173		
		3.00		%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$
Knuckey	$ 88.50	$ 265.50	168	12%	20	$ 5,310.00	18%	32	$ 8,496.00	18%	32	$ 8,496.00	18%	32	$ 8,496.00	23%	40	$ 10,620.00	7%	12	$ 3,186.00
Erwin	$ 75.04	$ 225.12	128	12%	20	$ 4,502.40	12%	20	$ 4,502.40	14%	24	$ 5,402.88	14%	24	$ 5,402.88	16%	28	$ 6,303.36	7%	12	$ 2,701.44
Hevia	$ 52.79	$ 158.37	236	23%	40	$ 6,334.80	23%	40	$ 6,334.80	28%	48	$ 7,601.76	28%	48	$ 7,601.76	28%	48	$ 7,601.76	7%	12	$ 1,900.44
Chen	$ 37.02	$ 111.06	0	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Lynch	$ 33.87	$ 101.61	48	5%	8	$ 812.88	7%	12	$ 1,219.32	2%	4	$ 406.44	5%	8	$ 812.88	7%	12	$ 1,219.32	2%	4	$ 406.44
Bailey	$ 31.72	$ 95.16	2	1%	2	$ 190.32	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
SUBTOTAL Labor		**$ 115,862.28**	**582**		**90**	**$ 17,150.40**		**104**	**$ 20,552.52**		**108**	**$ 21,907.08**		**112**	**$ 22,313.52**		**128**	**$ 25,744.44**		**40**	**$ 8,194.32**
Expenses						$ 100.00			$ 100.00			$ -			$ 100.00			$ -			$ -
SUBTOTAL Expenses		**$ 300.00**				**$ 100.00**			**$ 100.00**			**$ -**			**$ 100.00**			**$ -**			**$ -**
SUBTOTAL ATKINS		**$ 116,462.28**	**582**		**90**	**$ 17,250.40**		**104**	**$ 20,652.52**		**108**	**$ 21,907.08**		**112**	**$ 22,413.52**		**128**	**$ 25,744.44**		**40**	**$ 8,194.32**
Hofstetter Consulting		$ 150.00	28		0	$ -		0	$ -		8	$ 1,200.00		16	$ 2,400.00		4	$ 600.00		0	$ -
SUBTOTAL SUBS		**$ 4,200.00**	**28**		**0**	**$ -**		**0**	**$ -**		**8**	**$ 1,200.00**		**16**	**$ 2,400.00**		**4**	**$ 600.00**		**0**	**$ -**
TOTAL		**$ 120,662.28**	**610**		**90**	**$ 17,250.40**		**104**	**$ 20,652.52**		**116**	**$ 23,107.08**		**128**	**$ 24,813.52**		**132**	**$ 26,344.44**		**40**	**$ 8,194.32**
																			Procurement		**$ 120,362**
Project Management					5%	$ 862.52		5%	$ 1,032.63		5%	$ 1,155.35		5.0%	$ 1,240.68		5%	$ 1,317.22		10%	$ 819.43
Mtgs w/OOCEA					10%	$ 1,725.04		10%	$ 2,065.25			$ -			$ -			$ -			$ -
Develop Price Proposal / Bid Tabulation Forms					15%	$ 2,587.56			$ -			$ -			$ -			$ -			$ -
Mtg w/Evaluation Committee to review eval criteria					10%	$ 1,725.04			$ -			$ -			$ -			$ -			$ -
10/22 Mtg - Scope of Services Mtg						$ -			$ -			$ -			$ -			$ -			$ -
Address & Prepare Responses to Questions from Proposers					25%	$ 4,312.60		40%	$ 8,261.01			$ -			$ -			$ -			$ -
Prepare Addenda (up to 3)					25%	$ 4,312.60		40%	$ 8,261.01			$ -			$ -			$ -			$ -
General Support					10%	$ 1,725.04		5%	$ 1,032.63		15%	$ 3,466.06		15%	$ 3,722.03		10%	$ 2,634.44		20%	$ 1,638.86
Technical Proposal SME Review as requested						$ -			$ -		80%	$ 18,485.66		80%	$ 19,850.82		20%	$ 5,268.89			$ -
Mtg w/Evaluation Committee						$ -			$ -			$ -			$ -		5%	$ 1,317.22			$ -
Support Proposer Interviews						$ -			$ -			$ -			$ -		15%	$ 3,951.67			$ -
Price Proposal Tabulation & Review						$ -			$ -			$ -			$ -		40%	$ 10,537.78			$ -
Price Proposals Final Ranking						$ -			$ -			$ -			$ -		6%	$ 1,580.67		20%	$ 1,638.86
Support Evaluation Comm. Reccommendation						$ -			$ -			$ -			$ -			$ -		50%	$ 4,097.16

Total Estimated Fee = $120,662 (SA No. 10, Task 17) - $23,000 (Remaining budget in SA No. 9, Task 16) = **$97,662**

MEMORANDUM

TO: File

FROM: Claude Miller
Director of Procurement

SUBJECT: Toll System Upgrade
Contract No. 001021
Rejection of Single Proposal

DATE: July 9, 2014

Because both Deputy Executive Directors were involved in the decision making process for this matter, this memo replaces the documentation required in subarticle V.I.2 of the Procurement Procedures Manual.

A Request for Proposals (RFP) from qualified vendors to provide the subject services was advertised on April 6, 2014, with a due date for submittal of Technical and Price Proposals of June 30, 2014. It should be noted that 5 firms were identified as potential proposers based on their attendance at the mandatory pre-proposal meeting and site visit.

One vendor, TransCore, LLC, submitted a Technical and Price Proposal by the stated deadline. As required by the Procurement Procedures Manual, the Deputy Executive Director, Finance and Administration, and the Director of Procurement met on June 30, 2014, to review the Authority's options when less than three proposals are received. The Deputy Executive Director was of the opinion that the single proposal should be rejected and the project re-advertised; however, it was decided that the Director of Procurement meet with the Director of Information Technology to discuss the options. That meeting was held on July 2. Later on July 2, the Director of Procurement met with the Director of Toll Operations to discuss the options. The Director of Toll Operations suggested that a meeting among the Director of Procurement, Director of Toll Operations, and the Deputy Executive Director, Engineering, Operations, Construction and Maintenance, be held to discuss the options. That meeting was held on July 9. The Deputy Executive Director expressed the opinion that the proposal should be rejected and the RFP package reworked and re-advertised. That opinion was immediately expressed to the Deputy Executive Director, Finance and Administration, who concurred. A Notice of Rejection of Proposal was posted in the lobby and on the web site advising that TransCore's proposal was rejected and that the project would be re-advertised at a future date.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 1 entered into this 30th day of September, 2010, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes to amend the Agreement with the addition of new Article 25, Assignment and Removal of Key Personnel, and Article 26, Ownership of Materials and Intellectual Property Rights, shown on the attached Exhibit "A".

2. The Consultant hereby agrees to the amendment to the Agreement at no increase in the Contract amount or extension of the term of the Contract.

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

4. This Supplemental Agreement No. 1 is necessary to modify the Agreement to address Assignment and Removal of Key Personnel and Ownership of Materials and Intellectual Property Rights.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: $0.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 10/14/10

PBS&J

By: _____ Donald J. Vrana

Title: Executive Vice President

Attest: _____ (Seal)
James Robert Steele
Assistant Secretary

Date: 10/12/10

POST,BUCKLEY,SCHUH&JERNIGAN,INC. CORPORATE SEAL 1960 FLORIDA

EXHIBIT A

SUPPLEMENTAL AGREEMENT NO. 1

TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

CONTRACT NO. 000702

"25. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONSULTANT is the level of expertise, knowledge and experience possessed by employees of CONSULTANT, particularly Walter Kristlibas, Tom Delaney, Brian Spencer, Phil Miller, Chris Bausher, Erik Berg, Mike Davis, Bob Lagatta, Luis Hevia, Kevin Yorke, Hong-Ting Chen and Chris Russo (the "Key Personnel") and CONSULTANT's covenant to have these employees available as required by the Scope of Services and the needs of the project to assist in the provision of the services. Throughout the Term of this Contract, CONSULTANT shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONSULTANT shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

The AUTHORITY shall be notified in advance of any changes in the CONSULTANT Key Personnel identified above and any changes to subconsultant Key Personnel. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance. Any and all changes to Key Personnel for either the CONSULTANT or a subconsultant, will require prior approval, in writing, from the AUTHORITY's Director of Information Technology or designated representative.

If the CONSULTANT removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONSULTANT hereunder. CONSULTANT may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications and approved in writing by the AUTHORITY's Director of Information Technology or designated representative.

Promptly upon request of AUTHORITY, CONSULTANT shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

In addition to retaining its own Key Personnel throughout the duration of the project, CONSULTANT shall also require its subconsultants to retain all Key Personnel as identified in the CONSULTANT's Technical Proposal and accepted by the AUTHORITY's Director of Information Technology. (As a minimum, Sue Hofstetter is designated as subconsultant Key Personnel.) CONSULTANT agrees to enforce this requirement by including language in all of its subconsultant contracts allowing it to terminate the contract in the event identified Key Personnel are either not retained by the subconsultant, or substitute personnel are not approved by the AUTHORITY in writing. Further, the AUTHORITY reserves the right to refuse payment for any services rendered by a subconsultant who fails to comply with this requirement.

26. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONSULTANT, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONSULTANT, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subcontractors, which

for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

26.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **or**

26.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **and**

26.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONSULTANT Property or any license granted to AUTHORITY for use of the CONSULTANT Intellectual Property rights; **and**

26.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there are no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subcontractors with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

26.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONSULTANT, or a third party; **or**

26.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**

26.7 Notwithstanding sections 26.5 and 26.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 26.5 and 26.6."

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 2 entered into this 9th day of February, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes to revise Article 25, Assignment and Removal of Key Personnel, of the Agreement, to become effective February 15, 2011, as follows:

   A. Amend the fourth line of the first paragraph to read as follow:

   "...Spencer, Walter Kristlibas, Chris Bausher, Eric Berg, Mike Davis, Bob Lagatta, Luis Hevia,..."

   B. Amend the fourth and fifth lines of the fifth paragraph to read as follows:

   "... AUTHORITY's Director of Information Technology. (As a minimum, Sue Hofsetter and Phil Miller are designated as subconsultant Key Personnel.) CONSULTANT agrees to enforce this..."

2. The Consultant requests, and the Authority approves, the use of AECOM as a subconsultant.

2. The Consultant hereby agrees to the amendment to the Agreement with no extension of the term of the Contract and an increase in the Contract amount of $9,362.49, for the services to be provided by AECOM, as detailed in the attached Exhibit "A".

3. The Authority and Consultant agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No.2; that acceptance of this Supplemental Agreement No.2 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 2 is necessary to modify the Assignment and Removal of Key Personnel section of the Agreement, to approve the use of AECOM as a subconsultant, and to increase the Contract amount.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: $9,362.49

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PBS&J

_____

By: _____ 2/24/2011

Title: Vice President & Division Manager

Attest: Kellie M Brabant (Seal)

KELLIE M. BRABANT
MY COMMISSION # DD 883000
EXPIRES: August 22, 2013
Bonded Thru Notary Public Underwriters

AECOM

AECOM 40 7 284-4849 tel
150 N. Orange Avenue 407 839-1789 fax
Suite 200
Orlando, FL 32801
www.aecom.com

February 8, 2011

Christopher S. Bausher, P.E.,
Project Manager, PBS&J
482 S. Keller Road
Orlando, FL 32810

Dear Chris,

AECOM appreciates the opportunity to support PBS&J with the upcoming OOCEA Board Workshop, and will provide the services of Philip Miller, P.E. for this project. Rates for 2011 and the hours requested are shown below. The overhead rate shown is the current AECOM Florida audited overhead rate.

Staff Member	Rate	Hours	Labor	Overhead @ 161.08%	Profit @ 12.00%	Total
Phil Miller	$88.94	36	$3,201.84	$5,157.52	$1,003.12	$9,362.49

If there any questions or concerns please feel to contact me or Phil directly at any time.

Sincerely Yours,

Philip D. Miller for

James J. Eden
AECOM
Director of Tolls
(919) 854-6200
james.eden@aecom.com

JE/pm

cc: Philip Miller
Thomas Delaney

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 3 entered into this 18th day of March, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2011, with no increase in the Contract amount.

2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.

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

4. This Supplemental Agreement No. 3 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: $0.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____

By: _____

Title: NATIONAL TOLLS TECHNOLOGY, GROUP DIRECTOR

Attest: Kellie M. Brabant (Seal)

KELLIE M. BRABANT
MY COMMISSION # DD 883000
EXPIRES: August 22, 2013
Bonded Thru Notary Public Underwriters

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 5 entered into this 29th day of August, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. Due to changes in its approach to the replacement of the toll collection system, the Authority wishes to modify the Scope of Services with an increase in the Contract amount of $262,000.00, and an extension of the term of the Contract to December 31, 2013.

2. The Consultant hereby agrees to the modifications to the Scope of Services and the increase in the Contract amount based on the modifications, both of which are detailed in the attached Interoffice Memo dated August 14, 2012, and identified as Exhibit A. The Consultant further agrees to the extension of the Contract term.

3. The Authority and Consultant agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 5 is necessary to modify the Scope of Services, increase the Contract amount based on the modifications and extend the term of the Contract.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702 → See Contract No. 821

This Supplemental Agreement No. 4 entered into this 24th day of August, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2012, with no increase in the Contract amount.

2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.

3. The Authority and Consultant agree that this Supplemental Agreement No.4 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 4 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: $0.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PBS&J

_____

By: _____

Title: Vice President & Division Manager

Attest: Kellie M. Brabant (Seal)

KELLIE M. BRABANT
MY COMMISSION # DD 883000
EXPIRES: August 22, 2013
Bonded Thru Notary Public Underwriters

Exhibit A

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Interoffice Memo

FROM: Tom Knuckey, PE
TO: Joann Chizlett, Sherry Christianson
DATE: August 14, 2012
SUBJECT: **Requested Permission for Changes to Staffing and Scope of Work on Project 000821 – Budget Request Summary**
ATTACHMENTS: Interoffice Memorandum from Tom Knuckey to Joan Chizlett, dated 8/14/2012

In a follow up to several conversations we have had recently between the Expressway Authority and Atkins, we are requesting permission to make the changes to the project staffing and scope of work that are described in the attached Interoffice Memorandum from Tom Knuckey to Joann Chizlett, dated 8/14/2012. These changes are in response to the revisions to the project approach and resumption of project as requested by the Authority.
A summary of the project budget status and requested changes are listed in the table below.

Summary of Project Budget Requested Changes and Status

Budget Cost Item	Current Contract Amount as of SA No. 4	Requested Budget for SA No. 5	Budget Delta SA 5 – SA 4	Budget Spent to Date (as of date project on "Hold")
Atkins Labor	$542,424	$781,376	$238,952	$336,618
Atkins Expenses	$18,570	20,160	$1,590	$3,132
Subconsultant: Hofstetter Consulting Services, LLC	$113,250	$120,900	$7,650	$72,302
Steve Moon Associates	$24,500	$24,500	$0	$24,237
Project Reserve for Add'l Sub Support for Task 11	$20,000	$20,000	$0	$0
Subconsultant: Transportation Innovations, Inc.	$0	$9,100	$9,100	$0
TOTAL	$718,744	$976,036	$257,292	$436,289
TOTAL (Rounded)	**$718,700**	**$976,000**	**$257,300**	**$436,300**

ATKINS

INTEROFFICE MEMO

FROM: Tom Knuckey, PE
TO: Joann Chizlett, Sherry Christianson
DATE: August 14, 2012
SUBJECT: Requested Permission for Changes to Staffing and Scope of Work on Project 000821
ATTACHMENTS: None

In a follow up to several conversations we have had recently between the Expressway Authority and Atkins, we are requesting permission to make the following changes to the project staffing and scope of work in response to the revisions to the project approach and resumption of project as requested by the Authority.

Changes to Key Project Staff

- Add Tom Knuckey, PE as the Atkins Project Manager / Atkins Key Staff member.
- Add Donald Erwin as Deputy Project Manager / Atkins Key Staff member.
- Add Dean Kohr as an Atkins Key Staff member.
- Transition Walter Kristlibas from Project Manager / Atkins Key Staff member to Key Staff member.
- Add Cheri Bailey as an Atkins Staff member.
- Add Transportation Innovations, Inc. as a Subconsultant.

Changes to Project Scope of Work

Background

Atkins' work on this scope of services began on September 1, 2010, but work on the project was temporarily put on "hold" in mid-June 2011 at the request of the Authority. By that time several tasks in the Scope of Work had been completed; some were partially completed and one had not yet begun.

In addition, during the time that the project was put on "hold," several developments in Florida within the toll industry have caused the Authority to reconsider its original approach to the project. Some of the impacts to the project are described below.

Toll System Replacement Scope Adjustment & Accommodation of Consolidated Toll Back Office Customer Service Center/Video Processing Center (CSC/VPC) – In the Spring 2012 an initiative was announced by TEAMFL to establish a statewide consolidated Toll Back Office Customer Service Center/Video Processing Center (CSC/VPC) with which all interoperable toll systems in the state would interface and use to for ETC (transponder-enabled) payment processing and/or video processing services.

Under the Authority's original project approach for a full toll system replacement that included a new E-PASS CSC/VPC, depending on the timing of the implementation of a consolidated Toll Back Office, the Authority could be at risk of having to prematurely abandon a significant part of its new CSC/VPC before it reached the end of its useful life.

Therefore, instead of the total replacement of its Toll Collection System, the Authority intends to replace only the Roadside Toll Collection System (RTCS) elements from the lane up to the Transaction Host, and also the Video/Violation Processing Center (VPC) subsystem. The Authority would maintain the legacy CSC elements (including the TRIMS subsystem) until the new consolidated Toll Back Office is on-line. The new RTCS and new VPC must then be integrated with the legacy Host/CSC.

Project work completed to date under the original project approach of full replacement was conducted in the context of few internal or external legacy design constraints, and the ultimate toll system being fully Authority owned and operated. The new project approach of replacing only the RTCS and VPC presents a new set of legacy constraints on the design, particularly related to the configurations of internal elements and locations of subsystem interface points, such as those points of interface with the legacy host/CSC/VPC and the potential new statewide consolidated Toll Back Office.

As a result, it will be necessary to update the description of the Authority's legacy toll system processes and hardware/software (Task 3) to address new key points that are now relevant input for the updated design to address new legacy constraints. In addition, it will be necessary to update the System Update Plan/Concept of Operations (Task 4), Functional and Technical Requirements (Task 6) and Scope of Work (Contractor's) (Task 7) and Cost Estimate (Task 9) to reflect the new project approach and scope.

The Authority also requested that a new Task 13 - Consolidated Toll Back Office Concept and Options be added to provide support for the future implementation of the statewide consolidated Toll Back Office.

Universal Financial Message (UFM) data format - In order to more effectively support the integration of the Authority's new RCTS (lane/plaza/host elements) to a future Florida statewide consolidated back office, the Authority has confirmed its intent to use the Universal Financial Message (UFM) data format for toll transactions that will be similar to that used by Florida's Turnpike Enterprise (FTE).

Alternative Procurement Options - The Authority will continue to review new alternative options for procurement of the new toll collection system that were considered less viable with the original project approach.

Task 1 - Industry Overview

Status of Task at Time Project on "Hold"

Task 1 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," there have been some developments in the industry that the Authority believes can be adequately addressed by a brief statement added to the deliverable.

Considering the additional work needed on this task to update the Deliverables, it is projected that Task 1 is now approximately 98% Complete.

Scope of Work to Complete Task

Atkins shall review the Task 1 deliverable as it currently exists to validate that assumption, and add a brief statement to the document describing such developments and highlighting their potential impacts to the Authority. Of particular interest will be the current changes that other Florida Agencies are considering making that were not defined in June of 2011. (It is envisioned that the additional work will not require extensive research or depth of study, or significant changes to the existing Deliverable document.)

Task 2 – Stakeholder Interviews

Status of Task at Time Project on "Hold"

Task 2 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," there have been some developments at the Authority and in the toll industry (in Florida and beyond) (e.g. new Authority Board members and staff; Statewide consolidated Toll Back Office / Customer Service Center initiative, etc.). However, the Authority believes these can be adequately addressed by a brief statement added to the deliverable without conducting additional stakeholder interviews.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 2 is now approximately 97% Complete.

Scope of Work to Complete Task

Atkins will review the Task 2 deliverable as it currently exists to validate that assumption, and add a brief statement to the document briefly describing such developments. (It is envisioned that the additional work will not require additional rounds of stakeholder interviews, or extensive research or depth of study, or significant changes to the existing deliverable document.)

Task 3 – Evaluate Current System

Status of Task at Time Project on "Hold"

Task 3 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require update modifications to the deliverable document to address with some additional detail, the system elements impacted by the changes in scope and approach.

Considering the additional work needed on this task to update the Deliverables, it is projected that Task 3 is now approximately 75% Complete.

Scope of Work to Complete Task

Atkins will review the Task 3 deliverable as it currently exists to validate that assumption, and add a brief and appropriate statement to update the document.

It will be necessary to update the description of the Authority's legacy toll system processes and hardware/software to address new key points that are now relevant input for the updated design to address new legacy constraints. The Gap Analysis will be updated to better align with the new project approach. In the updated description, functions will be organized to closely align with the expected functional organization of the updated ultimate system design (i.e. RTCS (Lane / Plaza / Host), Video Image Processing, and Payment Processing/CSC).

It will also be necessary to update the documentation of system reports, their sources and how they are currently used in order to provide the basis for assigning appropriate functionality between the Transaction Host and the CSC elements.

The Business Rules document will be augmented to include lane/plaza business rules currently under development by the Authority.

The Technical Summary will be updated to reflect the new project approach and scope.

Task 4 – System Upgrade Plan/Concept of Operations

Status of Task at Time Project on "Hold"

Task 4 was approximately 90% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require update modifications to the deliverable document to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 4 is now approximately 65% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 4 deliverable to define the new project approach strategy; and to address the changes to the toll system concept of operations, system architecture and system concept necessitated by the Authority's changes to the project scope

and design, including the retainage of the legacy Host/CSC and additional integration requirements for the RTCS and new VPC.

For example, since, under the new approach, the new Roadside Toll Collection System may someday function with a Toll Back Office System (BOS) operated by a third-party payment processing service provider, it will be necessary to update the Tolling System Concept such that the RTCS design more directly facilitates future migration to a consolidated statewide Toll BOS or other payment processing system of similar capability and function. This will impact the original delineation between the RTCS and the Back Office System, and location of functions between the subsystems.

The Concept will be updated to address the two primary scenarios:

- The concept for the new Roadside Toll Collection System (RTCS) and VPC integrated with the legacy Host/CSC subsystem
- The concept for the new RTCS and new VPC integrated with the future statewide consolidated Toll Back Office

Under the new project approach, the Universal Financial Message (UFM) toll transaction generated by the new RTCS (and compatible with the future Toll Back Office) must be converted back to the legacy toll transaction format in order to be processed by the legacy host/CSC subsystem. Since the Authority will retain responsibility for the legacy host/CSC (including the TRIMS CSC interface), it will be necessary address issues related to preserving the intent of the Universal Financial Message toll transaction after it goes from the RTCS through a new Transaction Converter to the legacy Host/CSC (TRIMS).

It will also be necessary to update the concept for transaction reconciliation; particularly reconciliation between the RTCS, VPC and the CSC subsystems, and provide for reconciliation between the RTCS and a future statewide Toll Back Office system.

It will also be necessary to determine where video images from the new VPC will be stored such that they will be accessible from both the RTCS and the VPC applications.

It will be necessary to establish the Eden accounting system interface down to the RTCS from the original design.

It will also be necessary to update the concept for system reporting, now that there will be legacy elements in the back office area that must be accommodated by the new system, and the data sources for the reports will be different from where they would have originated under the full replacement system. There may also be a need for new reports under the partial replacement system than were required for the full replacement.

Task 5 – Procurement Method Evaluation

Status of Task at Time Project on "Hold"

Task 5 was approximately 60% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. As a result of these changes the Authority will continue to review options for procurement of the new toll collection system.

Additional work will be required to address the issues and questions that have come to light since the time that work was suspended, including reconsideration of opportunities to piggyback off of existing applicable state contracts.

The deliverable document must be updated in the areas that have been impacted by the project changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 5 is now approximately 80% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 5 deliverable to address the issues and new questions regarding procurement methods that have arisen as a result of the Authority's changes to the project scope and design.

Task 6 – Develop Requirements & Acceptance Criteria

Status of Task at Time Project on "Hold"

Task 6 in aggregate was approximately 60% Complete when project went on "hold."

The Functional Requirements deliverables (6a, 6b, 6c, 6d, 6f and Communications and Interface Specification) were submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

The Technical Requirements deliverables (6aa, 6bb, and 6cc) were completed in Draft form.

The Technical Requirements deliverable (6dd) was completed in Draft form and submitted to the Authority for comment.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 6 is now approximately 40% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Functional and Technical Requirements as documented in the current Task 6 deliverables (including 6a, 6b, 6c, 6d, 6f, 6g, 6aa, 6bb, 6cc, and 6dd).

The changes to the Functional and Technical Requirements include, but are not limited to, the retainage and integration of the legacy Host/CSC with the new Host. The Authority has indicated that it will be responsible for the legacy CSC Back Office System and any toll transaction message converter component that may be necessary to convert Universal Financial Message (UFM) formatted toll transaction files to the legacy transaction file format for transmission to the legacy Host/CSC. The changes also include the development and integration of a new VPC subsystem with the new RTCS and legacy Host/CSC elements.

It will be necessary to revise and update the Test Program (6a) to reflect the new project approach and resulting system configuration which would involve new mix of new and legacy system elements.

It will be necessary to review the KPMG findings related to the system, to ensure that they are addressed in the updated in the RTCS requirements.

It will be necessary to provide additional reporting requirements to the Lane/Plaza Functional Requirements (6b).

It will be necessary to update the Host Functional Requirements (6c) to redefine the delineation interface requirements between the RTCS Host and the CSC/VPC subsystems. It will be necessary to relocate the Eden accounting system interface down to the RTCS from the original design, and an interface may also be required for the Eden to the legacy Host/CSC.

Host sizing/redundancy and database requirements for the RTCS Host will be updated, as well as data retention requirements.

Although is it is envisioned that the CSC/VPC Requirements (6d) could be scaled back somewhat from their current state, it will be necessary to update the CSC/VPC Functional Requirements (6d) to define the CSC/VPS requirements to reflect the new project approach. For example, the exchange of data between CSC/VPS and the RTCS, and the associated reconciliation to ensure that information is not lost in the process. The design would also support the assumption that the CSC/VPC subsystem could eventually be replaced by the consolidated statewide Toll Back Office or other new payment processing subsystem. It will also be necessary to update the functional requirements for the VPC Image Processing subsystem that will now be separated from the legacy Host/CSC.

Some of the functionality described in the CSC/VPS Functional Requirements is expected to be relocated to the RTCS Host. Examples include parts of Section 7 – Reporting Capabilities, Section 8 – Enterprise-Wide Reporting System and Section 9.2 – Interoperability, Reconciliation and Funds Deposits.

It will also be necessary to update the Technical Requirements deliverables for Lane/Plaza (6aa) Host System (6bb) to reflect the new project approach and system design implications. The Enterprise Integration and Reporting Technical Requirements (6dd) will be updated to clarify: 1.) which requirements must be addressed in the RTCS contract; and 2.) which in the legacy CSC Back Office system.

It is envisioned that the CSC Technical Requirements (6cc) will be significantly scaled back, if not deleted entirely. However, it will be necessary to indicate the requirements for how the

legacy host/CSC will fit into the new design, and the associated requirements for interface and integration.

Task 7 – Scope of Work *(for Contractor)*

Status of Task at Time Project on "Hold"

Task 7 in aggregate was approximately 85% Complete when project went on "hold."

The Scope of Work Requirements deliverables (7a, 7b, 7c, 7d, and 7e) were submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 7 is now approximately 40% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Scope of Work Requirements as documented in the current Task 7 Deliverables (including 7a, 7b, 7c, and 7d).

The changes to the Scope of Work include, but are not limited to, new requirements to support the retainage and integration of the legacy Host/CSC with the new Toll System Host, the RTCS and new VPC.

Task 8 – Risk Analysis

Status of Task at Time Project on "Hold"

Task 8 in aggregate was approximately 5% Complete when project went on "hold."

The Risk Analysis deliverable initial Draft was under development and has not been submitted to the Authority for review and comment.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will likely impact the results of this task, but it is not expected to significantly affect the volume of work required to complete the deliverable documents.

Considering the remaining work needed on this task to complete the deliverables, it is projected that Task 8 remains approximately 5% Complete.

Scope of Work to Complete Task

Atkins will complete the work with no change to the original Scope of Work or fee.

Task 9 – Cost Estimate

Status of Task at Time Project on "Hold"

Task 9 was approximately 60% Complete when project went on "hold."

The Cost Estimate deliverable was submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 9 is still approximately 60% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Cost Estimate as documented in the current Task 9 Deliverable.

The changes to the Cost Estimate will mainly be related to the new requirements to support the retainage and integration of the legacy CSC/VPC with the new Toll System Host.

Task 10 – Assist with Preparation of Formal Procurement Package

Status of Task at Time Project on "Hold"

Task 10 was approximately 20% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. As a result of these changes the Authority is reconsidering the original options for procurement of the new toll collection system.

Some additional work will be required to adapt current work products to support the Authority's preferred procurement approach, including the potential for piggybacking off of existing applicable state contracts.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 10 is now approximately 15% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 10 work products to support the Authority's chosen procurement approach.

Task 11 – Evaluation Process (of Vendor Proposals)

Status of Task at Time Project on "Hold"

Task 11 had not begun and was 0% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will likely impact the results of this task, but it is not expected to significantly affect the volume of work required to complete the work.

Considering the remaining work needed on this task to complete the Deliverables, it is projected that Task 11 remains approximately 0% Complete.

Scope of Work to Complete Task

Atkins shall complete the work with no change to the original Scope of Work or fee.

Task 12 – Deliverable QA/QC & Project Management

Status of Task at Time Project on "Hold"

Task 12 was approximately 70% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will likely impact the results of this task in the following ways.

- Project management and administrative work as originally scoped through project completion.
- Additional QA/QC for documents that will require update/modification.
- Additional project management and administrative work to remobilize the project after nearly 11 months dormancy, including assessment of the status of the project work and deliverables in light of subsequent requested changes to the project scope.

Considering the remaining work needed on this task to complete the deliverables, it is projected that Task 12 remains approximately 50% Complete.

Scope of Work to Complete Task

From the time of the "hold," the following work items will be required to complete the work.

Atkins will provide additional QA/QC for all updated deliverables.

Atkins will provide project management support including that required for the remobilization of the project, including assessment of the status of the project work and deliverables in light of subsequent requested changes to the project scope.

The changes to the Scope of Work include, but are not limited to, new requirements to support the retainage and integration of the legacy CSC/VPC with the new Toll System Host.

ATKINS

INTEROFFICE MEMO

Task 13 – Consolidated Toll Back Office Concept and Options (NEW TASK)

Status of Task at Time Project on "Hold"

This is a new task that was not defined prior to the project being placed on hold. This task arose out of the effort of other Florida toll agencies to consider a new consolidated statewide toll back office.

Status of Task at Time of Work Resumption

This initiative did not exist prior to when the work was put on "hold." Since that action the Authority has changed the scope and approach to include a review of options for a concept of a consolidated toll back office. The Authority wishes to leverage the design work completed to date for its own new Toll Back Office that was to have been part of the original Toll System Replacement scope by having the work products to date, including such materials as system requirements, serve as the basis for the Authority's requirements for a new statewide consolidated Toll Back Office.

Scope of Work to Complete Task

Atkins will explore requirements, develop options and provide a concept for a consolidated toll back office. This task will explore various options which provide the Authority and other participating agencies flexibility in planning stages for a consolidated toll back office operations.

The task will include three (3) workshops to develop options for a toll back office services and concepts. These workshops are intended to involve Authority staff and required stakeholders that are familiar with the role and requirements of the toll back office function.

The task will consider options that include interoperability with other toll agencies, potential external interoperability with the Alliance for Toll Interoperability (ATI), and assessment of the Electronic Payment Industry National Interoperability Specification use for the Authority.

A deliverable of a concept and options will be provided in presentation format.

Once a concept option is selected by the Authority, Atkins will conduct a gap analysis to identify differences between the selected concept and the legacy Toll Back Office design as it currently stands when work was put on 'Hold." Atkins will identify areas where the back office legacy design requirements require update or modification in order to be consistent with the selected concept. Atkins will also update the requirements as necessary for conformance with the selected consolidated back office concept. Atkins will not advance the design of the back office requirements beyond the general state of completion they were in when the project was put on "Hold."

Changes to the Project Budget

- Due to the extended schedule for the project due to "hold" in activities, updated Labor Hourly Rates from 2010 to 2012 rates.

Previous Labor Budget Estimate.

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000702 - Proposed Adjustments
18-Jan-11

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	NOT USED	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
(Tom Knuckey)																	
Walter Kristlibas	$82.00	19	48		16		40	88	8	10	16	160	30		434	$35,588.00	
Tom Delaney	$80.53	64					8	10					24		106	$8,536.18	
Brian Spence	$74.52									10		58	18		88	$6,557.76	
(Dean Kohr)																	
Phil Miller	$75.24	2	25	28	20	12	72	46		40	4		114		363	$27,312.12	
Chris Bausher	$64.32				120		84	97	8	13	22	155	54		553	$35,568.96	
(Don Erwin)																	
Erik Berg	$60.58			173	40		124	80	16			80			513	$31,077.54	
Mike Davis	$68.51										40				40	$2,740.40	
Bob Lagatta	$55.29				24		36	31	16	20		55			182	$10,062.78	
Michael Lubin	$48.08							16							16	$769.28	
Luis Havia	$44.13			10		40	120	40		8					218	$9,620.34	
Kevin Yorke	$33.65				8										8	$269.20	
Hong-Ting Chen	$26.66	54		2		40	40	40		100					276	$7,413.36	
Chris Russo	$26.92	6					17	40		20					83	$2,234.36	
Kemba Hollingsworth	$21.22		9												9	$190.98	
(Cheri Bailey)																	
Evelyn Perez	$21.22	15			16	8	20	16		16	20		24		135	$2,864.70	
SUBTOTAL																	
TOTAL		160	82	213	243	100	561	504	48	243	102	506	262		3,024	$180,805.96	$59.79

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	160	$9,792.66	$26,378.26
Task 2 - Stakeholder Interviews	82	$6,007.98	$16,024.13
Task 3 - Evaluate Current System	213	$13,082.08	$39,246.66
Task 4 - System Upgrade Plan	243	$14,812.08	$44,436.71
Task 5 - Procurement Methods	100	$3,912.24	$11,736.85
Task 6 - Requirements & Acceptance Criteria	561	$31,498.80	$94,497.41
Task 7 - Scope of Work	504	$29,308.97	$87,921.85
Task 8 - Risk Analysis	48	$3,024.48	$9,073.54
Task 9 - Cost Estimate	243	$10,880.64	$32,642.87
Task 10 - Assist w/ Procurement Package	102	$6,192.80	$18,578.60
Task 11 - Evaluation Process	506	$35,150.07	$105,451.33
Task 12 - Major Deliverable QA/QC and Proj Mgmt	262	$18,144.96	$54,435.40
NOT USED	0	$0.00	$0.00
TOTAL	3,024	$180,805.96	$542,423.67

Labor	$180,805.96
Audited Overhead (OH) Rate	167.86%
Burdened Labor = Salary x (1 + OH Rate)	$484,306.84
Project Profit %	12.00%
Project Profit	$58,116.82
Loaded Labor = Burdened x (1 + Profit)	$542,423.67
(Eff. Mult. OH + Profit =	300.003%
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	$18,570.00
Hofstetter Consulting Services LLC	$113,250.00
Steve Moon Associates	$24,500.00
NOT USED	
Add sub. support if Authority request- Task 11	$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	$176,320.00
TOTAL LABOR PLUS DIRECTS AND SUBS	$718,743.67
ROUNDED	$718,700.00

ATKINS

INTEROFFICE MEMO

Proposed Revised Budget.

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
14-Aug-12

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Tom Knuckey	$83.01	1	1	8	12	4	12	12	2	2	4	12	48	120	238	$19,756.38	
Walter Kristibas	$86.57	19	48				26	141					18		252	$21,815.64	
Tom Delaney	$96.52	68					10	12					20	8	118	$11,389.30	
Brian Spence	$79.44									13		56	21		90	$7,149.60	
Dean Kohr	$82.10	1	1		16		6		8	8	17	160	16	8	241	$19,786.10	
Phil Miller	$75.24	2	25	28	24	14	70	46		40	4		114		367	$27,613.08	
Chris Bausher	$70.23				191		134	115			16		53		509	$35,747.07	
Don Erwin	$71.07	4	4	8	24	12	12	19	8	10	24	156	160	16	456	$32,407.92	
Erik Berg	$60.66			215	49		149	114	15			80			622	$37,730.52	
Mike Davis	$72.98										42				42	$3,065.16	
Bob Lagatta	$69.36				30		43	44	15	16		55			203	$14,080.08	
Michael Lubin	$50.48				7			23							30	$1,514.40	
Luis Hevia	$46.82			12		28	144	57		6				32	279	$13,062.78	
Kevin Yorke	$33.66																
Hong-Ting Chen	$28.39	57		2		38	48	57		79			14		295	$8,375.05	
Chris Russo	$29.69	6					20	57		25					108	$3,206.52	
Kemba Hollingsworth	$31.69		9												9	$285.21	
Cheri Bailey	$22.52	1			20	7	24	23		13	21		31		140	$3,152.80	
Evelyn Perez	$21.22	15													15	$318.30	
SUBTOTAL																	
TOTAL		174	88	273	373	103	698	720	48	212	128	518	495	184	4,014	$260,455.97	$64.89

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	174	$10,945.25	$32,836.10
Task 2 - Stakeholder Interviews	88	$6,770.96	$20,313.10
Task 3 - Evaluate Current System	273	$16,999.88	$51,000.18
Task 4 - System Upgrade Plan	373	$25,091.99	$75,276.77
Task 5 - Procurement Methods	103	$4,785.56	$14,357.13
Task 6 - Requirements & Acceptance Criteria	698	$41,495.10	$124,486.63
Task 7 - Scope of Work	720	$44,873.93	$134,623.23
Task 8 - Risk Analysis	48	$3,341.68	$10,025.15
Task 9 - Cost Estimate	212	$10,244.34	$30,733.35
Task 10 - Assist w/ Procurement Package	128	$8,396.14	$25,188.69
Task 11 - Evaluation Process	518	$38,264.21	$114,793.85
Task 12 - Major Deliverable QA/QC and Proj Mgmt	495	$35,221.31	$105,665.08
Task 13 - Consolidated Toll Back Office Concept & Options	184	$14,025.52	$42,077.01
TOTAL	4,014	$260,455.97	$781,376.24

Labor	$260,455.97
Audited Overhead (OH) Rate	167.86%
Burdened Labor = Salary x (1 + OH Rate)	$697,657.36
Project Profit %	12.00%
Project Profit	$83,718.88
Loaded Labor = Burdened x (1 + Profit)	$781,376.24
(Eff. Mult. OH + Profit = 300.003%	
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	$20,160.00
Hofstetter Consulting Services LLC	$120,900.00
Steve Moon Associates	$24,500.00
Transportation Innovations, Inc.	$9,100.00
Add sub. support if Authority request- Task 11	$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	$194,660.00
TOTAL LABOR PLUS DIRECTS AND SUBS	$976,036.24
ROUNDED	$976,000.00

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INTEROFFICE MEMO

Changes from the Prior Budgeted Hours to the Proposed Hours

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
14-Aug-12

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate Note: Rates Updated to 2012	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
(Tom Knuckey)	$83.01																
Walter Kristlibas	$86.57																
Tom Delaney	$96.52																
Brian Spence	$79.44																
(Dean Kohr)	$82.10																
Phil Miller	$75.24																
Chris Bausher	$70.23																
(Don Erwin)	$71.07																
Erik Berg	$60.66																
Mike Davis	$72.98																
Bob Lagatta	$69.36																
Michael Lubin	$50.48																
Luis Hevia	$46.82																
Kevin Yorke	$33.65																
Hong-Ting Chen	$28.39																
Chris Russo	$29.69																
Kemba Hollingsworth	$31.69																
(Cheri Bailey)	$22.52																
Evelyn Perez	$21.22																
SUBTOTAL																	
TOTAL																	

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview			
Task 2 - Stakeholder Interviews			
Task 3 - Evaluate Current System			
Task 4 - System Upgrade Plan			
Task 5 - Procurement Methods			
Task 6 - Requirements & Acceptance Criteria			
Task 7 - Scope of Work			
Task 8 - Risk Analysis			
Task 9 - Cost Estimate			
Task 10 - Assist w/ Procurement Package			
Task 11 - Evaluation Process			
Task 12 - Major Deliverable QA/QC and Proj Mgmt			
Task 13 - Consolidated Toll Back Office Concept & Options			
TOTAL			

Labor	increase
Audited Overhead (OH) Rate	—NO CHANGE—
Burdened Labor = Salary x (1 + OH Rate)	increase
Project Profit %	—NO CHANGE—
Project Profit	increase
Loaded Labor = Burdened x (1 + Profit)	increase
(Eff. Mu 1.00 1.00	
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	increase
Hofstetter Consulting Services LLC	increase
Steve Moon Associates	—NO CHANGE—
Transportation Innovations, Inc.	increase
Add sub. support if Authority request- Task 11	—NO CHANGE—
DIRECT AND SUBCONSULTANT SUBTOTAL	increase
TOTAL LABOR PLUS DIRECTS AND SUBS	increase
ROUNDED	Increase

ATKINS

INTEROFFICE MEMO

Proposed Revised Budget – Direct Expenses

Orlando-Orange County Expressway Authority
DIRECT COSTS ROLLUP
Contract 000702
7-Aug-12

		Expense Categories					
Proposed Staff		**Air Travel**	**Lodging Nights**	**Rental Car Days**	**Per Diem Meals**		
Chris Bausher							
Erik Berg		5	18	18	18		
Hong-Ting Chen							
Mike Davis							
Tom Delaney							
Luis Hevia							
Walter Kristlibas		0	26	26	26		
Bob Lagatta							
Phil Miller							
Evelyn Perez							
Chris Russo							
Brian Spence							
Kevin Yorke							
TOTAL		5	44	44	44		

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Quantities	Estimated Unit Cost	Extended Costs	Note, Consultant will only bill actual travel expenses incurred and per-diem for meals during travel.
Air Travel	5	$800.00	$4,000.00	
Lodging Nights	44	$150.00	$6,600.00	
Rental Car Days	44	$70.00	$3,080.00	
Per Diem Meals	44	$45.00	$1,980.00	
Lump Sum - Miles, Tolls, Repro,, Tele., Sharepoint	1	$4,500.00	$4,500.00	
TOTAL			**$20,160.00**	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 6 entered into this 28th day of March, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services identified as Task 14, Interim Toll Services Agreement, with an increase in the Contract amount of $165,600.00 and no increase in the term of the Contract.

2. The Consultant hereby agrees to provide the additional services and the increase in the Contract amount, both of which are detailed in the attached memorandum dated March 8, 2013, and identified as Exhibit A.

3. The Authority and Consultant agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 6 is necessary to provide the additional services required to complete Task 14 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $165,600.00

This Supplemental Agreement No. 6 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name: THOMAS S. KNUCKEY

Title: VICE PRESIDENT

Attest: _____ (Seal)

NANCY S. GERRITY
MY COMMISSION # EE4386
EXPIRES: July 05, 2014
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

RECEIVED
CONTRACTS DEPT
_____ 4/4/13
SIGNATURE / DATE

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE
TO: Joann Chizlett, David Wynne
DATE: March 12, 2013
SUBJECT: **Requested Permission for Changes to Staffing, Scope of Work, and Budget for Project 000821 Supplemental Agreement No. 6 Task 14 – Interim Tolls Services Agreement**
ATTACHMENTS: None

As a follow-up to recent conversations between the Expressway Authority and Atkins, we are requesting permission to make the following changes to the project staffing and scope of work in response to the revisions to the project approach and resumption of project as requested by the Authority.

Changes to Key Project Staff

- Add Jorge Figueredo as an Atkins Key Staff member.

Changes to Project Scope

New Task 14 – Interim Toll Services Agreement

Introduction

Task 14 is a new task related to the continued development of the Consolidated Back Office Planning efforts that were begun in Task 13. The expected outcome of this task is to provide the Authority with documents (A.) an Interim Toll Services Agreement which will include B.) a Performance Metrics attachment, and C.) a Draft Inter-Local Agreement) that can be used for migration and transfer of certain toll operations functions to a back office provider for the consolidation of E-PASS and SunPass accounts.

Atkins' approach to the task development will involve a kick-off meeting and brief initial data collection step, followed by three (3) subtasks to develop each of the documents mentioned above. These documents will be developed concurrently to the extent possible. Written preliminary documents will be provided to the Authority for review in advance of workshops where collaborative discussions will be used to refine the documents. We anticipate the workshops to be iterative tool to develop the content for the written document. Atkins envisions a workshop session for each document to occur 1.) after the outline stage and 2.) just after the midway point of document development. Each document has a distinct nature but all must be developed in a coordinated consistent manner. Therefore each workshop session is generally envisioned to be a stand-alone activity, but several workshop sessions could be conducted in conjunction with each other as part of a daylong workshop event. To be flexible to the Authority's schedule, the workshop sessions can be

separated to consume less time during any one day. Atkins anticipates the following topics to be covered during the series of workshops:

	A. Interim Toll Services Agreement (ITSA)	B. Performance Metrics for ITSA	C. DRAFT Inter-local Agreement (ILA)
Workshop 1 at OOCEA	Session 1A. Outline and structure of document	Session 1B. Outline, categories and structure of performance metrics	Session 1C. Outline, structure and key issues to be addressed in the document
Workshop 2 at OOCEA	Session 2A. Preliminary ITSA document	Session 2B. Preliminary performance metrics	Session 2C. Preliminary Draft ILA document

Following the last workshop, Atkins will submit completed Draft documents for the Authority's ongoing use. Atkins has also included, as *Optional Services,* a limited number of hours to support addressing any comments or edits the Authority might request be made to the documents.

Project Management

Atkins will provide project management, coordination with Authority staff, development of meetings, agendas, meeting notes and quality control of all deliverables.

Kick-off Meeting & Data Collection

Atkins will conduct a task kick-off meeting with the Authority to formally begin work; review the scope of work, and task timeline; and address other administrative and general items. Atkins will review existing information, notes and related materials providing background for the task.

A. Development of Interim Toll Services Agreement (ITSA)

Atkins will develop documentation and provide supporting services to create an Interim Toll Services Agreement (ISTA), intended to define the Authority's toll services business relationship regarding the transfer of E-PASS toll services to another back office provider such as Florida's Turnpike Enterprise (FTE) SunPass program.

Atkins' approach will include the following activities:

Preliminary Outline of Interim Toll Services Agreement

Atkins will develop a Preliminary Outline of the Interim Toll Services Agreement for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop.

Workshop Session 1A
Atkins will facilitate a Workshop Session (1A) at the Authority HQ offices. The objective of the workshop will be to establish the basic structure for the document; identify key categories and issues that will be developed as part of the document. Other workshop sessions (1B and 1C), described below, may be conducted in conjunction with this workshop session.

Preliminary Interim Toll Services Agreement
Based on the results of Workshop Session 1A, Atkins will prepare and submit a Preliminary Interim Toll Services Agreement document for review by Authority staff.

Workshop Session 2A
Atkins will facilitate a second Workshop Session (2A) at the Authority HQ offices. The objective of the workshop session will be to review the Preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Preliminary Interim Toll Services Agreement. Other workshop sessions (2B and 2C), described below, may be conducted in conjunction with this workshop session.

DRAFT Final Interim Toll Services Agreement
Based on the results of Workshop Session 2A, Atkins will prepare and submit a DRAFT FINAL Interim Toll Services Agreement for review by Authority staff.

Optional Services - Final Interim Toll Services Agreement
Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL Interim Toll Services Agreement.

B. Development of Performance Metrics for Interim Toll Services
Atkins will provide technical support for development of Performance Metrics which would be an attachment to the Interim Toll Services Agreement. Atkins' approach will include the following activities:

Preliminary Outline of Performance Metrics
Atkins will develop a Preliminary Outline of the Performance Metrics for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop. This outline will include a listing of the names of various Performance Attributes grouped by Functional Area with no specific metrics at this point.

Workshop Session 1B
Atkins will facilitate a Workshop Session (1B) at the Authority HQ offices. The objective of the workshop will be to establish the basic structure for the performance metrics; identify key issues that should be addressed by it; and identify necessary functional categories and process attributes that should be included in it. As indicated above, this workshop session may be conducted in conjunction with workshop sessions 1A and 1C.

Preliminary of Performance Metrics
Based on the results of Workshop Session 1B, Atkins will prepare and submit a Preliminary listing of the Performance Metrics for review by Authority staff. This document will include a listing of the various Performance Attributes grouped by Functional Area with draft descriptions and metrics.

Workshop Session 2B
Atkins will facilitate a second Workshop (2B) at the Authority HQ offices. The objective of the workshop will be to review the Preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Schedule of the Performance Metrics. As indicated above, this workshop may be conducted in conjunction with workshop sessions 2A and 2C.

DRAFT Final Schedule of Performance Metrics
Based on the results of Workshop Session 2B, Atkins will prepare and submit a DRAFT FINAL listing of the Performance Metrics for review by Authority staff.

Optional Services - Final Performance Metrics
Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL listing of the Performance Metrics.

C. Development of Draft Inter-Local Agreement (ILA)
Atkins will provide technical support for development of a Draft Inter-Local Agreement. Atkins' approach will include the following activities:

Preliminary Outline of Draft Inter-Local Agreement
Atkins will develop a Preliminary Outline of the Draft Inter-Local Agreement for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop.

Workshop Session 1C
Atkins will facilitate a Workshop Session (1C) at the Authority HQ offices. The objective of the workshop session will be to establish the basic structure for the document; identify key issues that should be addressed by it; and identify necessary content that should be included in it. Other workshop sessions (1A and 1B), described above, may be conducted in conjunction with this workshop session.

Preliminary version of Draft Inter-Local Agreement
Based on the results of Workshop Session 1C, Atkins will prepare and submit a Preliminary version of Draft Inter-Local Agreement for review by Authority staff.

Workshop Session 2C
Atkins will facilitate a second Workshop Session (2C) at the Authority HQ offices. The objective of the workshop will be to review the preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Draft Inter-Local

Agreement. Other workshop sessions (2A and 2B), described above, may be conducted in conjunction with this workshop session.

Completed version of Draft Inter-Local Agreement
Based on the results of Workshop Session 2C, Atkins will prepare and submit a completed version of Draft Inter-Local Agreement for review and additions by Authority staff.

Optional Services - Final version of Draft Inter-Local Agreement
Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL version of Draft Inter-Local Agreement.

Changes to the Project Budget

The table below provides an updated summary of the requested additional fee amount to provide the services as indicated in this scope of work for SA No. 6 Task 14.

Estimated Fee Cost Item	SA No. 6 – Task 14 Total Requested Contract Fee Amount
Atkins Labor	$150,155
Atkins Expenses	$500
Subconsultant: Hofstetter Consulting Services, LLC	$7,900
Subconsultant: Transportation Innovations, Inc.	$7,000
TOTAL	$165,555
TOTAL (Rounded)	**$165,600**

Included in the fee of above table are the following optional services that are broken out below:

Optional Services **- Atkins Support for Final Edits and Revisions** *(after submittal of the completed documents)*	
A. Interim Toll Services Agreement (ITSA)	$10,585
B. Performance Metrics for ITSA	$4,596
C. DRAFT Inter-local Agreement (ILA)	$7,258
Total	**$21,440**

Previous Labor Budget Estimate

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000621 - Proposed Adjustments
14-Aug-12

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	NOT USED	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Tom Kruckey	$83.01	1	1	8	12	4	12	12	2	2	4	12	48	120		239	$19,756.38	
(Jorge Figueredo)	$103.85																	
Walter Kristiibas	$86.57	19	46				26	141					18			252	$21,815.64	
Tom Delaney	$98.52	68					10	12					20	8		118	$11,389.36	
Brian Spence	$79.44									13		56	21			90	$7,149.60	
Dean Kohr	$82.10	1	1		16		6		8	8	17	160	16	8		241	$19,786.10	
Phil Miller	$75.24	2	25	28	24	14	70	46		40	4		114			367	$27,613.00	
Chris Bausher	$70.23				191		134	116			16		53			609	$35,747.07	
Don Erwin	$71.07	4	4	8	24	12	12	19	8	10	24	166	160	16		466	$32,407.92	
Erik Berg	$60.66			215	49		149	114	15			80				622	$37,730.52	
Mike Davis	$72.98										42					42	$3,065.16	
Bob Lagatta	$69.36				30		43	44	16	16		56				203	$14,080.08	
Michael Lubin	$50.48				7			23								30	$1,514.40	
Luis Hevia	$46.82			12		28	144	67		6				32		279	$13,062.78	
Kevin Yorke	$33.65																	
Hong-Ting Chen	$28.39	57		2		38	48	57		79			14			295	$8,375.05	
Chris Russo	$29.69	6					20	57		26						108	$3,206.52	
Kemba Hollingsworth	$31.69		9													9	$285.21	
Chen Bailey	$22.52	1			20	7	24	23		13	21		31			140	$3,152.80	
Evelyn Perez	$21.22	15														15	$318.30	
(J. B. Park)	$23.00																	
SUBTOTAL																		
TOTAL		174	86	273	373	103	698	720	48	212	128	518	495	184		4,014	**$260,455.97**	**$64.89**

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	174	$10,945.25	$32,836.50
Task 2 - Stakeholder Interviews	86	$5,770.96	$20,313.10
Task 3 - Evaluate Current System	273	$16,999.88	$51,000.18
Task 4 - System Upgrade Plan	373	$25,091.99	$75,276.77
Task 5 - Procurement Methods	103	$4,705.66	$14,057.13
Task 6 - Requirements & Acceptance Criteria	698	$41,495.10	$124,486.63
Task 7 - Scope of Work	720	$44,973.93	$134,523.23
Task 8 - Risk Analysis	48	$3,341.53	$10,035.16
Task 9 - Cost Estimate	212	$10,244.34	$30,730.06
Task 10 - Assist w/ Procurement Package	128	$8,396.14	$25,188.69
Task 11 - Evaluation Process	518	$38,264.21	$114,795.65
Task 12 - Major Deliverable QA/QC and Proj Mgmt	495	$35,221.31	$105,665.96
Task 13 - Consolidated Toll Back Office Concept & Options	184	$14,025.52	$42,077.61
NOT USED	0	$0.00	$0.00
TOTAL	4,014	**$260,455.97**	**$781,376.24**

Labor	$260,455.97
Audited Overhead (OH) Rate	167.36%
Burdened Labor = Salary x (1 + OH Rate)	$697,657.36
Project Profit %	12.00%
Project Profit	$83,718.88
Loaded Labor = Burdened x (1 + Profit)	**$781,376.24**
(Eff. Mult. OH + Profit =	300.003%
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	$20,160.00
Hoffsteder Consulting Services LLC	$120,900.00
Steve Moon Associates	$24,500.00
Transportation Innovations, Inc	$9,100.00
Add Sub Support if Authority request Task 11	$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	**$194,660.00**
TOTAL LABOR PLUS DIRECTS AND SUBS	$976,036.24
ROUNDED	**$976,000.00**

Proposed Revised Budget

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
8-Mar-13

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	Task 14 - Interim Toll Services Agreement	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Tom Knuckey	$83.01	1	1	8	12	4	12	12	2	2	4	12	48	120	128	368	$29,717.58	
Jorge Figueredo	$103.85														40	40	$4,154.00	
Walter Kristibas	$86.57	19	48				26	141					18			252	$21,815.64	
Tom Delaney	$96.52	68					18	12					20	8	11	129	$12,451.08	
Brian Spence	$79.44									13		56	21			90	$7,149.60	
Dean Kohr	$82.10	1	1		16		6		8	8	17	160	16	8		241	$19,786.10	
Phil Miller	$75.24	2	25	28	24	14	70	46		40	4		114			367	$27,613.08	
Chris Bausher	$70.23				191		134	116			16		63			509	$35,747.07	
Don Erwin	$71.07	4	4	8	24	12	12	19	8	10	24	156	160	16	247	703	$49,962.21	
Erik Berg	$60.66			215	49		149	114	15			80				622	$37,730.52	
Mike Davis	$72.98										42					42	$3,065.16	
Bob Lagatta	$69.36				36		43	44	15	16		55				203	$14,080.08	
Michael Lubin	$50.48				7			23								30	$1,514.40	
Luis Hevia	$46.82			12		28	144	67		6				32	368	647	$30,292.54	
Kevin Yorke	$33.65																	
Hong-Ting Chen	$28.39	57		2		39	48	57		79			14			295	$8,375.05	
Chris Russo	$29.69	6					20	57		25						108	$3,206.52	
Kemba Hollingsworth	$31.69		9													9	$285.21	
Cheri Bailey	$22.52	1			20	7	24	23		13	21		31		4	144	$3,242.88	
Evelyn Perez	$21.22	15														15	$318.30	
J. B. Park	$23.00																	
SUBTOTAL																		
TOTAL		174	88	273	373	103	698	720	48	212	128	518	495	184	790	4,014	$310,507.02	$77.36

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	[illegible]	$10,945.25	$20,830.10
Task 2 - Stakeholder Interviews	[illegible]	$9,770.96	$20,313.10
Task 3 - Evaluate Current System	[illegible]	$16,300.85	$31,000.18
Task 4 - System Upgrade Plan	[illegible]	$25,051.93	$55,276.77
Task 5 - Procurement Methods	[illegible]	$4,286.66	$11,397.13
Task 6 - Requirements & Acceptance Criteria	[illegible]	$41,456.16	$104,446.63
Task 7 - Scope of Work	[illegible]	$44,873.93	$131,623.23
Task 8 - Risk Analysis	[illegible]	$3,341.68	$10,305.15
Task 9 - Cost Estimate	[illegible]	$10,244.34	$31,703.35
Task 10 - Assist w/ Procurement Package	[illegible]	$6,395.14	$25,163.69
Task 11 - Evaluation Process	[illegible]	$38,364.21	$114,763.65
Task 12 - Major Deliverable QA/QC and Proj Mgmt	[illegible]	$35,221.31	$103,505.66
Task 13 - Consolidated Toll Back Office Concept & Options	[illegible]	$14,825.80	$43,047.61
Task 14 - Interim Toll Services Agreement	[illegible]	$59,061.69	$173,104.16
TOTAL	4,014	$310,507.02	$931,531.00

Labor	$310,507.02
Audited Overhead (OH) Rate	167.85%
Burdened Labor = Salary x (1 + OH Rate)	$831,724.10
Project Profit %	12.00%
Project Profit	$99,806.87
Loaded Labor = Burdened x (1 + Profit)	$931,531.00
(Eff. Mult. OH + Profit =	300.053%
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	$20,860.00
Holistetic Consulting Services LLC	$128,800.00
Steve Moon Associates	$24,500.00
Transportation Innovations, Inc	$16,100.00
Add sub support if Authority request- Task 11	$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	$210,060.00
TOTAL LABOR PLUS DIRECTS AND SUBS	$1,141,591.02
ROUNDED	$1,141,600.00

Changes from the Prior Budgeted Hours to the Proposed Hours

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
8-Mar-13

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate Note: Rates Updated to 2012	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	Task 14 - Interim Toll Services Agreement	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
	Highlighted cells show requested increase (+) or decrease (-) from Chg2 proposed budget.																	
Tom Knuckey	$83.01														120	120	9,961	
(Jorge Figueredo)	$103.85														40	40	4,154	
Walter Kristibas	$86.57																	
Tom Delaney	$96.52														11	11	1,062	
Brian Spence	$79.44																	
Dean Kohr	$82.10																	
Phil Miller	$75.24																	
Chris Bausher	$70.23																	
Don Erwin	$71.07														247	247	17,554	
Erik Berg	$60.66																	
Mike Davis	$72.98																	
Bob Lagatta	$69.36																	
Michael Lubin	$50.48																	
Luis Hevia	$46.82														368	368	17,230	
Kevin Yorke	$33.65																	
Hong-Ting Chen	$28.39																	
Chris Russo	$29.69																	
Kemba Hollingsworth	$31.69																	
Cheri Bailey	$22.52														4	4	90	
Evelyn Perez	$21.22																	
(J. B. Park)	$23.00																	
SUBTOTAL																		
TOTAL															790		50,051	12

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview			
Task 2 - Stakeholder Interviews			
Task 3 - Evaluate Current System			
Task 4 - System Upgrade Plan			
Task 5 - Procurement Methods			
Task 6 - Requirements & Acceptance Criteria			
Task 7 - Scope of Work			
Task 8 - Risk Analysis			
Task 9 - Cost Estimate			
Task 10 - Assist w/ Procurement Package			
Task 11 - Evaluation Process			
Task 12 - Major Deliverable QA/QC and Proj Mgmt			
Task 13 - Consolidated Toll Back Office Concept & Options			
Task 14 - Interim Toll Services Agreement	0	$50,051.05	$150,154.75
TOTAL	790.0	$50,051.05	$150,154.75

Labor	50,051	increase
Audited Overhead (OH) Rate	---NO CHANGE---	
Burdened Labor = Salary x (1 + OH Rate)	134,067	increase
Project Profit %	---NO CHANGE---	
Project Profit	16,088	increase
Loaded Labor = Burdened x (1 + Profit)	150,155	increase
(Eff. Mu. 1.00 1.00 1.00)		
DIRECT COSTS AND SUBCONSULTANTS		
Direct Costs	600	increase
Hofstetter Consulting Services LLC	7,900	increase
Steve Moon Associates	---NO CHANGE---	
Transportation Innovations Inc	7,000	increase
Add sub support if Authority request- Task 11	---NO CHANGE---	
DIRECT AND SUBCONSULTANT SUBTOTAL	15,400	increase
TOTAL LABOR PLUS DIRECTS AND SUBS	165,555	increase
ROUNDED	165,600	increase

Proposed Revised Budget -- Subconsultant Expenses

Hofstetter Consulting Services LLC
Subcontract Estimate for Change 6

Task	Consultant	Estimated Hours	Hourly Rate	Est. Cost
Task 14 - Interim Toll Services Agreement	Sue Hofstetter	40	$150	$6,000
Subtotal Hours		**40**		**$6,000**
Travel		**Est. Per Trip Cost**	**# Trips**	**Est. Cost**
5 day Trip	Sue Hofstetter	1250	0	$0
3 day Trip	Sue Hofstetter	950	2	$1,900
Subtotal Travel				**$1,900**
Subcontract Total Estimate - SA 5				**$120,900**
SUBCONTRACT TOTAL Chg 6				**$128,800**

Transportation Innovations, Inc.
Subcontract Estimate for Change 6

Task	Consultant	Estimated Hours	Hourly Rate	Est. Cost
Task 14 - Interim Toll Services Agreement	Harold Worrall, PhD	40	$175	$7,000
Subtotal Hours		**40**		**$7,000**
Travel		**Est. Per Trip Cost**	**# Trips**	**Est. Cost**
N/A		0	0	$0
N/A		0	0	$0
Subtotal Travel				**$0**
Subcontract Total Estimate - SA 5				**$9,100**
SUBCONTRACT TOTAL Chg 6				**$16,100**

Changes to the Project Schedule

The following Preliminary Milestone Schedule provides anticipated dates for the completion of Task 14 as described above.

Preliminary Milestone Schedule

Activity	Date		Deliverables
	Original	SA 6	
Task 14 - Workshop 1 - Sessions 1A, 1B, 1C	N/A	4/15/2013	Tentative
Task 14 - Workshop 2 - Sessions 2A, 2B, 2C	N/A	5/15/2013	Tentative
Task 14 - Final DRAFT Deliverables Interim Toll Services Agreement, Schedule of Performance Metrics, DRAFT Interlocal Agreement	N/A	6/15/2015	Tentative
Task 14 - Final Deliverables Interim Toll Services Agreement, Schedule of Performance Metrics, DRAFT Interlocal Agreement	N/A	6/30/2015	Tentative

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 7 entered into this 1st day of October, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2014.

2. The Authority confirms its authorization for the creation of new Task No. 15 effective September 1, 2013, to complete the Consultant services related to the development of the Request for Proposals activities. Task No. 15 will be funded by the re-distribution of the current Contract budget as shown on the attached Exhibit A. There will be no increase in the current Contract amount.

3. The Consultant hereby agrees to the extension of the term of the Contract, the re-distribution of the current Contract budget, and accepts the authorization to proceed with Task No. 15.

4. The Authority and Consultant agree that this Supplemental Agreement No.7 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 7; that acceptance of this Supplemental Agreement No. 7 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

5. This Supplemental Agreement No. 7 is necessary to extend the term of the Contract and to authorize the creation of Task No. 15.

SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $0.00

This Supplemental Agreement No. 7 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

By: Thomas J. Delaney

Print Name: Thomas J. Delaney

Title: VP, Sector Manager

Attest: Kellie M Brabant (Seal)
(Secretary or Notary)

KELLIE M. BRABANT
Notary Public - State of Florida
My Comm. Expires Aug 22, 2017
Commission # FF 013702
Bonded Through National Notary Assn

RECEIVED
CONTRACTS DEPT
SIGNATURE / DATE 10/7/13

Exhibit A

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM:	Tom Knuckey, PE
TO:	Joann Chizlett
DATE:	September 19, 2013
SUBJECT:	**Requested Permission for Task budget re- alignments on Project Contract 000821; Task 15 – RFP Completion Process**
ATTACHMENT	**Request for Budget Re-alignment Summary**

This is a follow up to the conversations during our meeting 9/16 regarding the budget status of the project. As we indicated during the meeting we are requesting a zero dollar task re-alignment for a time extension of the current contract and the realignment of budgets within certain already approved tasks. The purpose of the request is as follows:

- Extend completion time on contact #000821 approximately 1 year through December 2014
- Redistributed unused budgets in various tasks and create a new task (#15) for the completion of the RFP development

The RFP documents will be completed by Atkins with the Authority's input and collaboration on or before the expected date of December 2, 2013. Budgetary amounts will be redistributed as indicated in the attached excel spreadsheet to cover cost on existing tasks and allocate unspent amounts to a new Task 15 for the completion of the effort. The below spread sheets shows the current budget, requested re-alignment amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	**Contracted Amount**
Original Contract Amount	$725,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$9,362.49
Supplemental Agreement No. 3	$0.00
Supplemental Agreement No. 4	$0.00
Supplemental Agreement No. 5	$262,000.00
Supplemental Agreement No 6	$165,600.00
Amount requested for Budget re-alignment (Task 15)	**$0.00**
Total Revised Contract Amount	$1,161,962.49

Details of this budget re-alignment request by individual tasks are attached below. It includes $6000 in subconsultant fees for Hofstetter Consulting and a realignment of $141,720.64 for Atkins services. The amount for Atkins services will include all labor and expenses.

Thank you for your consideration of this request and feel free to let me know if you have any questions.

Budget Redistribution Summary

TASK NO.	TASK DESCRIPTION	TASK Budget	Requested Budget Re-Alignment	New Proposed Budget
1 - Closed	INDUSTRY OVERVIEW	$ 27,244.89	$ -	$ 27,244.89
2 - Closed	STAKEHOLDER INTERVIEWS	$ 17,985.39	$ -	$ 17,985.39
3 - Closed	EVALUATE CURRENT SYSTEM	$ 55,231.95	$ -	$ 55,231.95
4 - Closed	SYSTEM UPGRADE PLAN	$ 77,927.39	$ -	$ 77,927.39
5	PROCUREMENT METHODS	$ 15,396.66	$ (3.00)	$ 15,393.66
6	REQUIREMENTS & ACCEPTANCE	$ 124,486.63	$ 73,742.00	$ 198,228.63
7	SCOPE OF WORK	$ 134,623.23	$ 39,029.04	$ 173,652.27
8	RISK ANALYSIS	$ 10,025.15	$ (764.63)	$ 9,260.52
9	COST ESTIMATE	$ 30,733.35	$ (2,000.22)	$ 28,733.13
10	ASSIST WITH PROCUREMENT PACKAGE	$ 25,188.69	$ (10,952.97)	$ 14,235.72
11	EVALUATION PROCESS	$ 114,793.85	$ (114,793.85)	$ -
12	MAJOR DELIVERABLE QA/QC AND PROJECT MANAGEMENT	$ 105,665.06	$ 20,562.19	$ 126,227.25
13	CONSOLIDATED TOLL BACK OFFICE	$ 42,077.21	$ 1,165.54	$ 43,242.75
14	INTERIM TOLLS SERVICES AGREEMENT	$ 150,155.00	$ (72,865.52)	$ 77,289.48
15	**RFP CLOSE OUTS**		$ 141,720.64	$ 141,720.64
LABOR	***Atkins LABOR TOTALS***	***$ 931,534.45***	***$ 74,839.22***	***$ 1,006,373.67***
EXPENSES	LUMP SUM & DIRECTS	$ 20,660.00	$ (14,691.12)	$ 5,968.88
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	$ 189,400.00	$ (39,780.06)	$ 149,619.94
UNASSIGNED	UNASSIGNED FUNDS	$ 20,368.04	$ (20,368.04)	$ -
		$ 1,161,962.49	**$ -**	**$ 1,161,962.49**

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Request for Budget Re-alignment Summary

Summary Invoice for services through August 31, 2013

TASK NO.	TASK DESCRIPTION	TASK BUDGET	REQUESTED BUDGET RE-ALIGNMENT	NEW PROPOSED BUDGET	PREVIOUSLY INVOICED	CURRENT INVOICE	TOTAL INVOICED TO DATE	BALANCE REMAINING
1 - Closed	INDUSTRY OVERVIEW	$ 27,244.89	$ -	$ 27,244.89	$ 27,244.89	$ -	$ 27,244.89	$ -
2 - Closed	STAKEHOLDER INTERVIEWS	$ 17,985.39	$ -	$ 17,985.39	$ 17,985.39	$ -	$ 17,985.39	$ -
3 - Closed	EVALUATE CURRENT SYSTEM	$ 55,231.95	$ -	$ 55,231.95	$ 55,231.95	$ -	$ 55,231.95	$ -
4 - Closed	SYSTEM UPGRADE PLAN	$ 77,927.39	$ -	$ 77,927.39	$ 77,927.39	$ -	$ 77,927.39	$ -
5	PROCUREMENT METHODS	$ 15,396.66	$ (3.00)	$ 15,393.66	$ 15,287.04	$ 106.62	$ 15,393.66	$ -
6	REQUIREMENTS & ACCEPTANCE	$ 124,486.63	$ 73,742.00	$ 198,228.63	$ 124,413.78	$ 73,814.85	$ 198,228.63	$ -
7	SCOPE OF WORK	$ 134,623.23	$ 39,029.04	$ 173,652.27	$ 106,002.57	$ 67,649.70	$ 173,652.27	$ -
8	RISK ANALYSIS	$ 10,025.15	$ (764.63)	$ 9,260.52	$ 4,615.35	$ 4,645.17	$ 9,260.52	$ -
9	COST ESTIMATE	$ 30,733.35	$ (2,000.22)	$ 28,733.13	$ 19,139.40	$ 9,593.73	$ 28,733.13	$ -
10	ASSIST WITH PROCUREMENT PACKAGE	$ 25,188.69	$ (10,952.97)	$ 14,235.72	$ 6,819.87	$ 7,415.85	$ 14,235.72	$ -
11	EVALUATION PROCESS	$ 114,793.85	$ (114,793.85)	$ -	$ -	$ -	$ -	$ -
12	MAJOR DELIVERABLE QA/QC & PROJECT MGT	$ 105,665.06	$ 20,562.19	$ 126,227.25	$ 105,608.04	$ 20,619.21	$ 126,227.25	$ -
13	CONSOLIDATED TOLL BACK OFFICE	$ 42,077.21	$ 1,165.54	$ 43,242.75	$ 42,070.08	$ 1,172.67	$ 43,242.75	$ -
14	INTERIM TOLLS SERVICES AGREEMENT	$ 150,155.00	$ (72,865.52)	$ 77,289.48	$ -	$ 77,289.48	$ 77,289.48	$ -
15	RFP CLOSE OUTS		$ 141,720.65	$ 141,720.64	$ -	$ -	$ -	$ 141,720.65
LABOR	*Atkins LABOR TOTALS*	*$ 931,534.45*	*$ 74,839.23*	*$ 1,006,373.68*	*$ 602,345.75*	*$ 262,307.28*	*$ 864,653.03*	*$ 141,720.65*
EXPENSES	LUMP SUM & DIRECTS	$ 20,660.00	$ (14,691.12)	$ 5,968.88	$ 5,968.88	$ -	$ 5,968.88	$ -
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	$ 189,400.00	$ (39,780.06)	$ 149,619.94	$ 121,249.69	$ 22,370.25	$ 143,619.94	$ 6,000.00
UNASSIGNED	UNASSIGNED FUNDS	$ 20,368.04	$ (20,368.04)	$ -	$ -	$ -	$ -	$ -
		$ 1,161,962.49	$ -	$ 1,161,962.49	$ 729,564.32	$ 284,677.53	$ 1,014,241.85	$ 147,720.65

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM:	Tom Knuckey, PE
TO:	Joann Chizlett
DATE:	September 26, 2013
SUBJECT:	**Requested Permission for Task budget re- alignments on Project Contract 000821; Task 15 – RFP Completion Process**
ATTACHMENT	**Attachment "A" Explanation of Task #15 Scope**

This memorandum provides further documentation requested by the Authority as a follow up to the Memorandum dated 9/19/2013 from Tom Knuckey to Joann Chizlett re: Requested Permission for Task budget re-alignments on Project Contract 000821; Task 15 – RFP Completion Process.

The new Task #15 RFP Completion would result in a single new task for the completion the RFP development work begun under several of the original project tasks, and limited support for the procurement process as the budget permits after the RFP is completed. The Task #15 budget would include the net unused funds from the other project tasks after redistribution. There would be no increase in the overall project scope.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 8 entered into this 27th day of February, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services for Task 15 with an increase in the Contract for the not-to-exceed amount of $32,492.15 and no increase in the term of the Contract. Services to be provided are retroactive to February 15, 2014.

2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount, both of which are detailed in the attached Exhibit A.

3. The Authority and Consultant agree that this Supplemental Agreement No. 8 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 8; that acceptance of this Supplemental Agreement No. 8 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 8 is necessary to provide the additional services required for existing Task 15 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $32,492.15

This Supplemental Agreement No. 8 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name: Thomas J. Delaney

Title: Vice President, Sector Manager

Attest: Kellie M Brabant (Seal)

KELLIE M. BRABANT
Notary Public - State of Florida
My Comm. Expires Aug 22, 2017
Commission # FF 013702
Bonded Through National Notary Assn.

RECEIVED
CONTRACTS DEPT
3/7/14
SIGNATURE / DATE

Exhibit A

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM:	Tom Knuckey, PE
TO:	Joann Chizlett
DATE:	February 27, 2014
SUBJECT:	**Project Contract 000821 Requested Permission for Task Budget Increase for Task 15 – RFP Completion & Support for Toll Industry RFI Process***
ATTACHMENT	**Summary of Requested Budget Increase (Excel file)**

This is a follow up to the conversations during our meeting February 4th and subsequent discussions regarding the budget status of the project. As we indicated during the meeting we are requesting an increase of $ 32,492.15 in the project budget to cover the work element described below and the associated schedule adjustments.

- Task 15 - RFP Completion & Support for Toll Industry Request for Information [RFI] Process* will provide for additional services in this existing task to support the Authority's process to solicit vendor feedback from the toll industry about the draft Toll System RFP documents. The additional services will also include the follow-on modification and edits necessary to the Scope of Work and Requirements documents as a result of Authority requests after receiving and reviewing comments from the vendor RFI process. The estimated additional amount requested to support the RFI effort is $32,492.

  The process began on January 20, 2014 and is scheduled to be complete by March 31, 2014 for a total of 70 days. The scope of this additional work will include the following:
  - Support for preparation of the notice and Instructions for Responding to the RFI
  - Receiving and addressing any RFI technical inquiries from respondents
  - Reviewing written RFI responses and participating in up to six (6) feedback meeting(s) with respondents
  - Assessing RFI responses with Authority staff to determine if/what action is necessary to update the RFP documents
  - Modifying the RFP documents to incorporate changes requested by OOCEA as a result of the RFI responses.

The RFP documents are now scheduled for completion by Atkins with the Authority's input and collaboration on or before the expected date of March 31, 2014. The spreadsheets below show the current budget, requested additional amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

(task name changed to include additional scope)*

Description of Agreement 000821	Contracted Amount
Original Contract Amount	$725,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$9,362.49
Supplemental Agreement No. 3	$0.00
Supplemental Agreement No. 4	$0.00
Supplemental Agreement No. 5	$262,000.00
Supplemental Agreement No 6	$165,600.00
Supplemental Agreement No 7	$0.00
Supplemental Agreement No 8	$ 32,492.15
Total Revised Contract Amount	$ 1,194,454.64

Details of this budget request by individual tasks are shown below.
This SA includes $32,292.15 for Atkins labor and $200 for expenses for a total of $32,492.15

Budget Summary

TASK NO.	TASK DESCRIPTION	TASK Budget	Requested Budget Change	New Proposed Budget
1 - Closed	INDUSTRY OVERVIEW	$ 27,244.89	$ -	$ 27,244.89
2 - Closed	STAKEHOLDER INTERVIEWS	$ 17,985.39	$ -	$ 17,985.39
3 - Closed	EVALUATE CURRENT SYSTEM	$ 55,231.95	$ -	$ 55,231.95
4 - Closed	SYSTEM UPGRADE PLAN	$ 77,927.39	$ -	$ 77,927.39
5 - Closed	PROCUREMENT METHODS	$ 15,393.66	$ -	$ 15,393.66
6 - Closed	REQUIREMENTS & ACCEPTANCE	$ * 197,220.63	$ -	$ * 197,220.63
7 - Closed	SCOPE OF WORK	$ * 172,070.61	$ -	$ * 172,070.61
8 - Closed	RISK ANALYSIS	$ * 9,164.40	$ -	$ * 9,164.40
9 - Closed	COST ESTIMATE	$ * 28,586.22	$ -	$ * 28,586.22
10 - Closed	ASSIST WITH PROCUREMENT PACKAGE	$ * 14,084.85	$ -	$ * 14,084.85
11 - Closed	EVALUATION PROCESS	$ -	$ -	$ -
12 - Closed	MAJOR DELIVERABLE QA/QC AND PROJECT MANAGEMENT	$ * 125,898.84	$ -	$ * 125,898.84
13 - Closed	CONSOLIDATED TOLL BACK OFFICE	$ 43,242.75	$ -	$ 43,242.75
14 - Closed	INTERIM TOLLS SERVICES AGREEMENT	$ * 75,601.80	$ -	$ * 75,601.80
15	**RFP COMPLETION & SUPPORT FOR TOLL INDUSTRY RFI PROCESS**	$ * 137,220.64	$ 32,292.15	$ 169,512.79
LABOR	**Atkins LABOR TOTALS**	$ * 996,874.02	$ 32,292.15	$ 1,029,166.17
EXPENSES	LUMP SUM & DIRECTS	$ 5,968.88	$ 200.00	$ 6,168.88
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	$ * 159,119.59	$ -	$ 159,119.59
UNASSIGNED	UNASSIGNED FUNDS	$ -	$ -	$ -
		$ 1,161,962.49	$ 32,492.15	$ 1,194,454.64

*Note: Reflects update from SA 7 w/$0 change to Total Amount, due to internal reassignment to of $4,500 from Atkins Labor Budget to Subconsultant S. Hofstetter Budget approved via e-mail 11/25/2013 J. Chizlett to D. Erwin/T. Knuckey

Orlando - Orange County Expressway Authority
Toll System Upgrade Project

ATKINS

Supplemental Agreement No. 8

Task 15 - Support for Toll Industry RFI Process

1/20/2014 - 3/26/2014 | 4/1 - 8/31

	Raw	Mult.		Dec.		Jan.		Feb.			Mar.			Apr.			May			Jun.			Jul.			Aug.		
								173			173			173			173			173			173			173		
		1.00				Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$
Knuckey	$ 83.01	$ 249.03	32			0	$ -	2%	4	$ 996.12	16%	28	$ 6,972.84	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Erwin	$ 71.07	$ 213.21	59			0	$ -	5%	8	$ 1,705.68	29%	51	$ 10,872.71	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Mevis	$ 46.82	$ 140.46	44			0	$ -	2%	4	$ 561.84	23%	40	$ 9,618.40	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Chen	$ 78.99	$ 85.17	12			0	$ -	0%	0	$ -	7%	12	$ 1,022.64	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Lynch	$ 32.48	$ 98.64	46			0	$ -	2%	4	$ 194.56	24%	42	$ 4,146.96	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
Bailey	$ 22.52	$ 67.56	0			0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -
SUBTOTAL Labor		$ 32,292.15	193			0	$ -		20	$ 3,658.20		173	$ 28,633.95		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
Expenses							$ -			$ 100.00			$ 100.00			$ -			$ -			$ -			$ -			$ -
SUBTOTAL Expenses		$ 200.00								$ 100.00			$ 100.00			$ -			$ -			$ -			$ -			$ -
SUBTOTAL ATKINS		$ 32,492.15	193			0	$ -		20	$ 3,758.20		173	$ 28,733.95		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
Hohstetter Consulting		$ 150.00	0			0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
SUBTOTAL SUBS		$ -	0			0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
TOTAL		**$ 32,492.15**	193			0	$ -		20	$ 3,758.20		173	$ 28,733.95		0	$ -		0	$ -		0	$ -		0	$ -		0	$ -
											Toll Industry RFI		$ 32,492.15															$ -
Project Management							$ -		1%	$ 37.58		5.00%	$ 1,438.70			$ -			$ -			$ -			$ -			$ -
Notice & Instructions for RFI							$ -		50%	$ 1,879.10			$ -			$ -			$ -			$ -			$ -			$ -
Receive & Address Inquiries from Vendors							$ -		49%	$ 1,841.52			$ -			$ -			$ -			$ -			$ -			$ -
Mtgs w/Vendors							$ -			$ -		28.70%	$ 8,248.64			$ -			$ -			$ -			$ -			$ -
Mtgs w/OOCEA re RFI Comments							$ -			$ -		31.89%	$ 9,169.26			$ -			$ -			$ -			$ -			$ -
Complete & Final RFP Docs from RFI comments & after mtgs					$ -		$ -			$ -		23.54%	$ 6,763.97						$ -			$ -			$ -			$ -
OC RFP					$ -		$ -			$ -		14.45%	$ 4,152.08						$ -			$ -			$ -			$ -
RFP Package Finalized					$ -		$ -			$ -		7.22%	$ 2,074.59						$ -			$ -			$ -			$ -

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 9 entered into this 26th day of March, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services for Task 16 with an increase in the Contract for the not-to-exceed amount of $156,084.16 and no increase in the term of the Contract.

2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount, both of which are detailed in the attached Exhibit A.

3. The Authority and Consultant agree that this Supplemental Agreement No. 9 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 9; that acceptance of this Supplemental Agreement No. 9 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 9 is necessary to provide the additional services required for existing Task 16 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: $156,084.16

This Supplemental Agreement No. 9 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

_____
Signature

Print Name: Thomas J. Delaney

Title: Vice President, Sr. Practice Manager

Attest: Sheryl C. Jacquin (Seal)

Notary Public State of Florida
Sheryl C Jacquin
My Commission EE 167755
Expires 03/07/2016

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

RECEIVED
CONTRACTS DEPT
CO 4/30/14
SIGNATURE / DATE

ATKINS

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM:	Tom Knuckey, PE
TO:	Joann Chizlett
DATE:	March 4, 2014
SUBJECT:	**Project Contract 000821 Requested Permission for Task Budget Increase for New Task 16 – Support for Procurement Process**
ATTACHMENT	**Summary of Requested Budget Increase (Excel file)**

This is a follow up to the conversations during our meeting February 4th and subsequent discussions regarding the budget status of the project. As we indicated during the meeting we are requesting an increase of $156,084.16 in the project budget to cover the work element described below and the associated schedule adjustments.

- New Task 16 (Support for the Procurement Process) will provide support for the Authority's procurement process to select a Toll System Contractor.

  The process is set to begin on March 31, 2014 and is scheduled to be complete by August 31, 2014 for a total of 153 days. The scope of this work to support the Request for Proposals (RFP) procurement process will include the following:
  - Develop Proposal Evaluation Criteria & Forms and documents
  - Support preparation of RFP Notice advertisement
  - Support and participate in Pre-Proposal Conference at the Authority and Toll Facility Site Visits
  - Support the process for addressing and preparing responses to questions / inquiries from proposers
  - Support for preparation of up to three (3) Addenda to the RFP
  - Support for the Authority's Evaluation Committee Process
  - Support for initial Cursory Review of up to five (5) Proposals for Compliance
  - Support for review and evaluation of qualifications of up to five (5) Proposers
  - Support for review and evaluation of up to five (5) Technical Proposals
  - Support for tabulation, review and evaluation of up to five (5) Price Proposals
  - Support for Evaluation Committee Recommendation to the Authority Board

The RFP documents are now scheduled for completion by Atkins with the Authority's input and collaboration on or before the expected date of March 31, 2014. The spread sheets below show the current budget, requested re-alignment amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	Contracted Amount
Original Contract Amount	$725,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$9,362.49
Supplemental Agreement No. 3	$0.00
Supplemental Agreement No. 4	$0.00
Supplemental Agreement No. 5	$262,000.00
Supplemental Agreement No 6	$165,600.00
Supplemental Agreement No 7	$0.00
Supplemental Agreement No 8	$ 32,492.15
Supplemental Agreement No 9	$ 156,084.16
Total Revised Contract Amount	$ 1,350,538.80

Details of this budget request by individual tasks are shown below.
It includes $4,200 in subconsultant fees for Hofstetter Consulting and $151,884.16 for Atkins services.

Budget Summary

TASK NO.	TASK DESCRIPTION	TASK Budget	Requested Budget Change	New Proposed Budget
1 - Closed	INDUSTRY OVERVIEW	$ 27,244.89	$ -	$ 27,244.89
2 - Closed	STAKEHOLDER INTERVIEWS	$ 17,985.39	$ -	$ 17,985.39
3 - Closed	EVALUATE CURRENT SYSTEM	$ 55,231.95	$ -	$ 55,231.95
4 - Closed	SYSTEM UPGRADE PLAN	$ 77,927.39	$ -	$ 77,927.39
5 - Closed	PROCUREMENT METHODS	$ 15,393.66	$ -	$ 15,393.66
6 - Closed	REQUIREMENTS & ACCEPTANCE	$ 197,220.63	$ -	$ 197,220.63
7 - Closed	SCOPE OF WORK	$ 172,070.61	$ -	$ 172,070.61
8 - Closed	RISK ANALYSIS	$ 9,164.40	$ -	$ 9,164.40
9 - Closed	COST ESTIMATE	$ 28,586.22	$ -	$ 28,586.22
10 - Closed	ASSIST WITH PROCUREMENT PACKAGE	$ 14,084.85	$ -	$ 14,084.85
11 - Closed	EVALUATION PROCESS	$ -	$ -	$ -
12 - Closed	MAJOR DELIVERABLE QA/QC AND PROJECT MANAGEMENT	$ 125,898.84	$ -	$ 125,898.84
13 - Closed	CONSOLIDATED TOLL BACK OFFICE	$ 43,242.75	$ -	$ 43,242.75
14 - Closed	INTERIM TOLLS SERVICES AGREEMENT	$ 75,601.80	$ -	$ 75,601.80
15	RFP COMPLETION	$ 137,220.64	$ -	$ 137,220.64
15.RFI	SUPPORT FOR TOLL INDUSTRY RFI PROCESS	$ 32,292.15	$ -	$ 32,292.15
16	SUPPORT FOR PROCUREMENT PROCESS	$ -	$ 151,584.06	$ 151,584.06
LABOR	**Atkins LABOR TOTALS**	$ 1,029,166.17	$ 151,584.06	$ 1,180,750.23
EXPENSES	LUMP SUM & DIRECTS	$ 6,168.88	$ 300.10	$ 6,468.98
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	$ 159,119.59	$ 4,200.00	$ 163,319.59
UNASSIGNED	UNASSIGNED FUNDS	$ -	$ -	$ -
		$ 1,194,454.64	$ 156,084.16	$ 1,350,538.80

Task 16 - Support for Procurement Process				1/20/2014 - 3/26/2014										4/1 - 8/31																			
	Raw	Mult.		Dec.		Jan.			Feb.			Mar.			Apr.			May			Jun.			Jul.			Aug.							
								173			173			173			173			173			173			173							
		$.00				Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$	%	Hrs.	$			
Knuckey	$ 83.01	$ 249.03	152			0	$ -	0%	0	$ -	0%	0	$ -	23%	40	$ 9,961.20	34%	24	$ 5,978.72	2%	4	$ 996.12	44%	76	$ 18,926.28	5%	8	$ 1,992.24					
Erwin	$ 71.07	$ 213.21	354			0	$ -	0%	0	$ -	0%	0	$ -	69%	120	$ 25,585.20	28%	48	$ 10,234.08	9%	16	$ 3,411.36	82%	160	$ 34,118.60	6%	10	$ 2,132.10					
Mevis	$ 46.82	$ 140.46	202			0	$ -	0%	0	$ -	0%	0	$ -	46%	80	$ 11,236.80	23%	40	$ 5,618.40	5%	8	$ 1,123.68	40%	70	$ 9,832.20	2%	4	$ 561.84					
Chen	$ 28.39	$ 85.17	48			0	$ -	0%	0	$ -	0%	0	$ -	12%	20	$ 1,703.40	5%	8	$ 681.36	0%	0	$ -	12%	20	$ 1,703.40	0%	0	$ -					
Lynch	$ 32.88	$ 98.64	56			0	$ -	0%	0	$ -	0%	0	$ -	14%	24	$ 2,367.36	12%	20	$ 1,972.80	2%	4	$ 394.56	2%	4	$ 394.56	2%	4	$ 394.56					
Bailey	$ 22.52	$ 67.56	4			0	$ -	0%	0	$ -	0%	0	$ -	2%	4	$ 270.24	0%	0	$ -	0%	0	$ -	0%	0	$ -	0%	0	$ -					
SUBTOTAL Labor		$ 151,584.06	816			0	$ -		0	$ -		0	$ -		284	$ 51,124.20		140	$ 24,483.36		32	$ 5,925.72		330	$ 66,970.04		26	$ 5,080.74					
Expenses							$ -			$ -			$ -			$ 100.10			$ 100.00			$ -			$ 100.00			$ -					
SUBTOTAL Expenses		$ 300.10								$ -			$ -			$ 100.10			$ 100.00			$ -			$ 100.00			$ -					
SUBTOTAL ATKINS		$ 151,884.16	816			0	$ -		0	$ -		0	$ -		284	$ 51,224.30		140	$ 24,583.36		32	$ 5,925.72		330	$ 67,070.04		26	$ 5,080.74					
Hoffstetter Consulting		$ 192.00	28			0	$ -		0	$ -		0	$ -		0	$ -		12	$ 1,800.00		0	$ -		16	$ 2,400.00		0	$ -					
SUBTOTAL SUBS		$ 4,200.00	28			0	$ -		0	$ -		0	$ -		0	$ -		12	$ 1,800.00		0	$ -		16	$ 2,400.00		0	$ -					
TOTAL		$156,084.16	844			0	$ -		0	$ -		0	$ -		284	$ 51,224.30		152	$ 26,383.36		32	$ 5,925.72		346	$ 67,470.04		26	$ 5,080.74					
													$ -																Procurement	$ 156,084.16			
Project Management							$ -			$ -			$ -		8%	$ 1,536.73		5%	$ 1,319.17		12%	$ 711.09		5%	$ 3,371.50		13%	$ 914.53					
Mtgs w/OOCEA							$ -			$ -			$ -		12%	$ 6,146.92			$ -			$ -			$ -			$ -					
Develop Proposal Evaluation Criteria & Forms							$ -			$ -			$ -		5%	$ 2,561.22			$ -			$ -			$ -			$ -					
4/10 Mtg w/Evaluation Committee							$ -			$ -			$ -		3%	$ 1,536.73			$ -			$ -			$ -			$ -					
4/15 Mtg - Scope of Services Mtg & Site Visit							$ -			$ -			$ -		15%	$ 7,683.65			$ -			$ -			$ -			$ -					
Address & Prepare Responses to Questions from Proposers							$ -			$ -			$ -		52%	$ 26,636.64		55%	$ 14,510.85			$ -			$ -			$ -					
Prepare Addenda (up to 3)							$ -			$ -			$ -		10%	$ 5,122.43		40%	$ 10,553.34			$ -			$ -			$ -					
General Support							$ -			$ -			$ -			$ -			$ -		88%	$ 5,214.63			$ -			$ -					
Technical Proposal Evaluation							$ -			$ -			$ -			$ -			$ -			$ -		55%	$ 30,132.62			$ -					
Mtg w/Evaluation Committee							$ -			$ -			$ -			$ -			$ -			$ -		2%	$ 1,349.40			$ -					
Price Proposal Evaluation							$ -			$ -			$ -			$ -			$ -			$ -		28%	$ 18,881.61			$ -					
Price Proposals Final Ranking							$ -			$ -			$ -			$ -			$ -			$ -		7%	$ 4,722.90			$ -					
Support Evaluation Comm Recommendation							$ -			$ -			$ -			$ -			$ -			$ -			$ -			$ -		82%	$ 4,166.21			

SHUTTS & BOWEN LLP

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MEMORANDUM

TO: Central Florida Expressway Authority Board Members

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

DATE: October 23, 2014

RE: Second Addendum to Agreement for Appraisal Review Services by Consortium Appraisal, Inc. for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board for a Second Addendum to Agreement for Appraisal Review Services by Consortium Appraisal, Inc. ("Consortium") to perform appraisal review services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206. The Right-of-Way Committee has recommended for Board approval the requested Second Addendum at its meeting on October 22, 2014. A copy of the proposed Second Addendum to Agreement for Appraisal Review Services, along with the Schedule of Rates which was attached as Exhibit A to the Agreement, are attached for your review.

BACKGROUND/DESCRIPTION

On May 9, 2013, Consortium entered into an agreement to provide pre-litigation and litigation appraisal review services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to $200,000.00 (the "upset limit"). On March 5, 2014, the Consortium and Client entered into an addendum to the agreement for appraisal review services which increased the upset limit by $150,000.00. As the Appraiser will soon reach the total upset limit of $350,000.00, it is necessary to request approval of the attached Second Addendum to increase the upset limit by an additional $200,000.00.

Consortium Appraisal, Inc. has acted in the role of sole review appraiser for the entire Wekiva Parkway Project, including section 429-203. Additionally, Consortium Appraisal has provided pre-litigation and litigation support services. Since the original Agreement was approved for Consortium Appraisal, the CFX applied for and received preliminary approval for Federal monies, which has moved the timeline for sections 429-204, 205 and 206 up by two (2) years. Accordingly, Shutts & Bowen LLP and the appraisers are actively appraising the parcels for these sections totaling 44 parcels. Additionally, CFX is required to comply with the Uniform Relocation Act due to the Federal Funding aspect of the Project, which has also caused increased time incurred for this process. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal review services and litigation support services, including testifying at order of taking hearings and trial for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

APPRAISAL FEES INCURRED TO DATE/PROJECTED BUDGET

429-203 (35 parcels), 429-204, 205, 206 (44 parcels) fees incurred to date =	$264,693.25
Projected Budget for all 79 parcels ($8,000 estimated per parcel through trial) =	$632,000.00
Remaining Budget:	$367,306.75

REQUESTED ACTION

It is respectfully requested that the Central Florida Expressway Board approve the terms of the Second Addendum to Agreement for Appraisal Review Services and authorize execution of the Second Addendum. Second Addendum Value: $200,000.00.

ATTACHMENT

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

SECOND ADDENDUM TO AGREEMENT FOR APPRAISAL REVIEW SERVICES FOR WEKIVA PARKWAY PROJECT NUMBERS 429-202, 429-203, 429-204, 429-205, AND 429-206

THIS AGREEMENT is effective this _____ day of _____, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Consortium Appraisal, Inc. ("Appraiser"), whose business address is 180 South Knowles Avenue, Suite 3, Winter Park, Florida 32790.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal review services dated May 9, 2013; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Review Services dated May 9, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars ($200,000.00) without an addendum; and

WHEREAS, the Appraiser and Client have entered into an addendum to the agreement for appraisal review services dated March 5, 2014, which increased the upset limit by One Hundred Fifty Thousand Dollars ($150,000.00); and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the total upset limit of Three Hundred Fifty Thousand Dollars ($350,000.00); and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by Two Hundred Thousand Dollars ($200,000.00)

All payments made pursuant to this Second Addendum to the Agreement for Appraisal Review Services dated May 9, 2013, shall not exceed a total of Two Hundred Thousand Dollars ($200,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the Two Hundred Thousand Dollar ($200,000.00) upset limit.

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ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Appraisal Review Services dated May 9, 2013, and the First Addendum to the Agreement dated March 5, 2014.

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

Attest:

_____
Witness Signature

Terri L. Martin
Printed Name

_____
Witness Signature

Mary Ellen Farmer
Printed Name

SHUTTS & BOWEN LLP

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

CONSORTIUM APPRAISAL, INC.

_____
Witness Signature

By:_____
Harry W. Collison, Jr., Vice President

_____
Printed Name

_____
Witness Signature

_____
Printed Name

ORLDOCS 13634074 1

EXHIBIT A

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

Appraiser's Representative
Harry W. Collison, Jr., President
Consortium Appraisal, Inc.
180 South Knowles Avenue, Suite 3
Winter Park, Florida 32790

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

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

Senior Partner	**$250/hr.**
Senior Appraiser	**$175/hr.**
Researchers	**$100/hr.**

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

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

DATE: October 23, 2014

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

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board for a Second Addendum to Agreement for Appraisal Services by Pinel & Carpenter, Inc. ("Pinel & Carpenter") to perform appraisal services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206. The Right-of-Way Committee has recommended for Board approval the requested Second Addendum at its meeting on October 22, 2014. A copy of the proposed Second Addendum to Agreement for Appraisal Services, along with the Schedule of Rates which was attached as Exhibit A to the Agreement, are attached for your review.

BACKGROUND/DESCRIPTION

On May 9, 2013, Pinel & Carpenter entered into an agreement to provide pre-litigation and litigation appraisal services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to $200,000.00 (the "upset limit"). On March 5, 2014, Pinel & Carpenter and Client entered into an addendum to the agreement for appraisal services which increased the upset limit by $150,000.00. As Pinel & Carpenter will soon reach the total upset limit of $350,000.00, it is necessary to request approval of the attached Second Addendum to increase the upset limit by an additional $200,000.00.

Pinel & Carpenter has provided pre-condemnation consultation services, appraisal services and litigation support services, including testifying at order of taking hearings and trial for the Wekiva Parkway Project. Pinel & Carpenter provided appraisal reports for 18 properties in Section 429-203, most of the larger sizes and with complex appraisal issues. These parcels are currently in litigation and will require testimony by the appraiser in depositions and at trial. Since

the original Agreement was approved for Pinel & Carpenter, the CFX applied for and received preliminary approval for Federal monies, which has moved the timeline for sections 429-204, 205 and 206 up by two (2) years. Accordingly, Shutts & Bowen LLP and the appraisers are actively appraising the parcels for these sections totaling 44 parcels. Additionally, CFX is required to comply with the Uniform Relocation Act due to the Federal Funding aspect of the Project, which has also caused increased time incurred for this process. Pinel & Carpenter has been assigned to provide appraisal reports for an additional nine (9) properties in Sections 429-204, 205 and 206. Again, these properties are larger tracts with complex issues to be evaluated during the appraisal process. Further, Pinel & Carpenter has been required to prepare studies as it relates to the appraisal of the parcels in these additional segments. The increase is necessary to allow Pinel & Carpenter to continue to provide pre-condemnation consultation services, appraisal services and litigation support services, including testifying at order of taking hearings and trial for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

APPRAISAL FEES INCURRED TO DATE/PROJECTED BUDGET

429-203 (18 parcels), 429-204, 205, 206 (9 parcels) fees incurred to date = $ 379,957.89

Projected Budget for all 27 parcels through Order of Taking:

Appraisal reports – 27 parcels (including updates and market study) = $ 445,000.00

Remaining Budget: $ 65,042.11

Plus post-Order of Taking expert witness litigation services

REQUESTED ACTION

It is respectfully requested that the Central Florida Expressway Board approve the terms of the Second Addendum to Agreement for Appraisal Services and authorize execution of the Second Addendum. Second Addendum Value: $200,000.00.

ATTACHMENT

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

SECOND ADDENDUM TO AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY PROJECT NUMBERS 429-202, 429-203, 429-204, 429-205, AND 429-206

THIS AGREEMENT is effective this _____ day of _____, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Pinel & Carpenter, Inc. ("Appraiser"), whose business address is 824 North Highland Avenue, Orlando, Florida 32803.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated May 9, 2013; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Services dated May 9, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars ($200,000.00) without an addendum; and

WHEREAS, the Appraiser and Client have entered into an addendum to the agreement for appraisal services dated March 5, 2014, which increased the upset limit by One Hundred Fifty Thousand Dollars ($150,000.00); and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the total upset limit of Three Hundred Fifty Thousand Dollars ($350,000.00); and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by Two Hundred Thousand Dollars ($200,000.00)

All payments made pursuant to this Second Addendum to the Agreement for Appraisal Services dated May 9, 2013, shall not exceed a total of Two Hundred Thousand Dollars ($200,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the Two Hundred Thousand Dollar ($200,000.00) upset limit.

[The remainder of this page left blank intentionally]

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Appraisal Services dated May 9, 2013, and the First Addendum to the Agreement dated March 5, 2014.

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

Attest:

SHUTTS & BOWEN LLP

_____
Witness Signature

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

Terri L. Martin
Printed Name

_____
Witness Signature

Mary Ellen Farmer
Printed Name

PINEL & CARPENTER, INC.

_____
Witness Signature

By:_____
Walter N. Carpenter Jr., President

_____
Printed Name

_____
Witness Signature

_____
Printed Name

ORLDOCS 13634088 1

EXHIBIT A

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

Appraiser's Representative
Walter Carpenter
Pinel & Carpenter
824 North Highland Avenue
Orlando, Florida 32803

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

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

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

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: October 29, 2014

SUBJECT: First Supplemental Agreement to Shutts & Bowen Contract

---

On February 27, 2013 CFX entered into a contract with Shutts & Bowen wherein the firm agreed to provide right of way services to the Authority for a three year period with the option for two one year renewals.

The upset limit in the contract was for an amount of $2,535,000 which amount was based on the attached Scope of Services and Price Proposal submitted as part of the request for proposal process. As of this time the contract's initial cap has been almost fully utilized.

There are several reasons why the contract balance has been depleted. To begin with, as is shown on the spreadsheet, the original budget was for legal services only. The bulk of the work performed by Shutts has been acquiring right of way through condemnation for the Wekiva Parkway. The firm has acquired 35 parcels in Section 203 and has initiated the process for acquisition of another 44 parcels in Sections 204, 205 & 206.

The condemnation process requires the services of land appraisers who in turn require the services of engineers and land planners. Shutts has utilized the services of five different appraisal firms and one review appraiser firm on this project. These services are provided pursuant to contracts between the firm and the appraisers in order to preserve the work product privilege. The Authority approves the contracts and authorizes the original caps and any supplemental amounts, but the privity is between the firm and the expert. Accordingly, billings for these services are run through the right of way counsel contract and booked against the cap for the firm's legal services.

To date, the amount of appraisal/expert invoices for Wekiva booked against and paid from the Shutts' contract is $1,182,407.07.

To date, the amount billed and paid for legal services and costs on the Wekiva project is $1,318,871.10. Thus, if one evaluates the amount expended strictly for Wekiva legal services versus the initial cap the contract is actually slightly under budget. Roughly speaking, contract duration is at 55% and legal service/costs for Wekiva are at 52%.

However, in addition to the appraisal billings, there are three other reasons why the contract now requires additional funding:

(1) in addition to the Wekiva project, there have been significant legal expenses arising out of the All Aboard Florida and Innovation Way Interchange projects which could not have been anticipated at the time the contract was entered into back in February of 2013;
(2) the Authority agreed in the Wekiva Interlocal Agreement with FDOT that the project would be federalized resulting in additional legal services on the project; and
(3) subsequent to entry of the Shutts' contract, the Authority decided to apply for a TIFIA loan which funding requires accelerated acquisition in order to meet the loan's deadline for the road to be in operation and open to the public. This last factor requires acquisition of the 204, 205 & 206 parcels by July 2015.

Based upon all of the above, especially considering the fact that the appraisal billings will continue to be assessed against the cap set forth in the legal services contract and that the need for continuing legal services on the Wekiva and All Aboard projects will continue, I recommend that an additional two million five hundred thousand dollars ($2,500,000) be authorized for the right of way services contract with Shutts & Bowen, CFX Contract #000930.

Finally, at its October 22, 2014 meeting, the Right of Way Committee directed that all future appraisal assignments be negotiated on a flat fee basis unless there are extenuating circumstances unique to certain parcels which justify an hourly rate method of compensation. In addition, I have instructed Shutts to provide me with monthly updates on their fees and expert costs so that costs will be more closely monitored. Lastly, all future assignments will be given via written task authorization with separate caps included for each assignment. I believe that with these procedures in place we will be better able to track our legal expenses on these important projects.

ACTION REQUESTED: Based on the above, staff requests authorization for execution of Supplemental Agreement No. 1 to Contract No. 000930 Right of Way Counsel Services with Shutts & Bowen, LLP.

JLP/ml
Enclosures (Supplemental Agreement No. 1, Shutts & Bowen Right of Way Counsel Services Agreement #000930 and Shutts & Bowen Parcel Assignment)

cc: Joe Berenis, CFX
Laura Kelley, CFX
Ken Wright, Esq., Shutts & Bowen, LLP

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No: 000930

This Supplemental Agreement No. 1 entered into this 13th day of November, 2014, 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 $2,500,000.00 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.1 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the 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 fund the continuation of the required services to completion.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No.: 000930

Cost: $2,500,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

SHUTTS & BOWEN, LLP

By: _____

_____
Print Name

Title: _____

Witness: _____

Date: _____

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

AGREEMENT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SHUTTS & BOWEN LLP

RIGHT-OF-WAY COUNSEL SERVICES

CONTRACT NO. 000930

CONTRACT DATE: FEBRUARY 27, 2013
CONTRACT AMOUNT: $2,535,000.00

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, TECHNICAL PROPOSAL AND PRICE PROPOSAL

AGREEMENT, SCOPE OF SERVICES, TECHNICAL PROPOSAL AND PRICE PROPOSAL
FOR
RIGHT-OF-WAY COUNSEL SERVICES

CONTRACT NO. 000930

February 2013

Members of the Board

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

Executive Director

Max Crumit, P.E.

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AGREEMENT
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 000930

THIS AGREEMENT ("Agreement") is entered into as of February 27, 2013, 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 SHUTTS & BOWEN LLP ("COUNSEL").

WITNESSETH:

WHEREAS, the AUTHORITY desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on December 15, 2012, the AUTHORITY issued a Request for Proposals for Right-of-Way Counsel Services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on February 6, 2013, the Board of Directors of the AUTHORITY at its meeting held on February 27, 2013, selected COUNSEL to serve as Right-of-Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to the AUTHORITY according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the AUTHORITY and COUNSEL agree as follows:

SECTION 1. SERVICES. The AUTHORITY does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to AUTHORITY right-of-way matters as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A."

SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.

(a) Although the AUTHORITY currently anticipates using the services of COUNSEL, the AUTHORITY provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide the AUTHORITY under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. The AUTHORITY designates the AUTHORITY's General Counsel or Assistant General Counsel as the AUTHORITY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define the AUTHORITY's policy and decisions pertinent to the work covered by this Agreement. , The AUTHORITY may, from time to time, notify

COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

SECTION 3. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist the AUTHORITY in other areas of responsibility as deemed necessary by the AUTHORITY.

(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 David A. Shontz, 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 activity.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

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 an amount not-to-exceed $2,535,000.00 based on the hourly rates attached hereto in the Price Proposal. AUTHORITY will not provide a retainer and there will be no increase in the rates during the three year term of the agreement.

(b) Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to the AUTHORITY's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orlando, pursuant to Section 112.061, Florida Statutes.

(2) COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits.

COUNSEL will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed $400, that COUNSEL will first obtain permission from the General Counsel's Office to exceed such amount.

COUNSEL will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

(3) Express approval by the AUTHORITY's Board is required before the retention of consultants equal to or in excess of $25,000. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than $25,000.

SECTION 5. GENERAL TERMS AND PAYMENT.

(a) COUNSEL shall have a documented invoice procedure and shall invoice the AUTHORITY as designated by the AUTHORITY. The AUTHORITY will pay COUNSEL within thirty (30) days of receipt of a 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. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of the AUTHORITY after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

SECTION 7. TERM. This Agreement shall become effective on the date first written above 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 8. 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 9. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by the AUTHORITY except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of the AUTHORITY.

SECTION 10. 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 11. 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 12. INDEPENDENT CONTRACTOR. COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among the AUTHORITY and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of the AUTHORITY for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of the AUTHORITY nor bind the AUTHORITY in any manner.

SECTION 13. 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 14. INSURANCE. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars ($1,000,000) per occurrence.

(b) Workers' Compensation Coverage as required by Florida law.

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

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

SECTION 15. 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 16. 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 17. 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. Dyana Petro, Assistant General Counsel
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

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

SECTION 18. TERMINATION. The AUTHORITY may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

(a) immediately discontinue all services affected (unless the notice directs otherwise); and

(b) deliver to the AUTHORITY all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

SECTION 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 February 27, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

SHUTTS & BOWEN LLP

By: _____

Print Name: KENNETH WRIGHT

Partner
Title

ATTEST: _____ (Seal)

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

SCOPE OF SERVICES
RIGHT-OF-WAY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by the Authority. Services are non-exclusive and shall apply to those future right-of-way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

1. Working with and under the supervision of the Authority's General Counsel's office and Right-of-Way Committee to provide right-of-way, real estate and eminent domain services as needed by the Authority.

2. Coordinating with the Authority's right-of-way acquisition agent(s), project engineers, appraisers, planning consultants and other Authority consultants to plan and effectuate right of way easements and other property interests required for future Authority projects.

3. Coordinating with the Authority's right of way acquisition agent(s), to negotiate voluntary contract purchases and settlements of right of way acquisition.

4. Handling all aspects of real estate due diligence, including title review, survey review, appraisal review and environmental assessment review. Counsel shall provide real estate closing services for purchases and sales of property.

5. Coordinating as needed with other right-of-way or eminent domain counsel designated by the Authority.

6. Coordinating surplus property contract negotiations and closings with the Authority's real estate broker(s) and land agent(s).

7. Reporting regularly to the Authority's Right-of-Way Committee and on an as-needed basis to the Authority Board.

8. Providing input on project budgets and cash flow as requested by the Authority.

9. Coordinating with the designated communications and public records officers to respond to real estate and right-of-way related public records inquiries.

10. Providing additional services related to real estate or right-of-way matters as from time to time may be requested and authorized by the Authority.

End of Scope of Services

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PRICE PROPOSAL
RIGHT-OF-WAY COUNSEL SERVICES - CONTRACT NO. 000930

ITEM NO.	QUANT.	UNIT	CLASSIFICATION	HOURLY RATE	TOTAL COST
1	3,000	MANHOURS	SENIOR PARTNER	$ 300.00	$ 900,000.00
2	3,000	MANHOURS	SENIOR ASSOCIATE	$ 250.00	$ 750,000.00
3	3,000	MANHOURS	JUNIOR ASSOCIATE	$ 200.00	$ 600,000.00
4	3,000	MANHOURS	PARALEGAL	$ 95.00	$ 285,000.00
TOTAL PROPOSAL AMOUNT					$ 2,535,000.00

I-dd pp-1

Joe Passiatore

From: David A. Shontz <dshontz@shutts.com>
Sent: Wednesday, October 22, 2014 10:09 AM
To: Joe Passiatore
Subject: Right-of-Way Meeting Information Requested

Joe,

Below is the information you requested of parcels Shutts & Bowen LLP is handling. Thanks.

David

Following is the breakdown of parcels by segment:

429-203

61 parcels initially
26 parcels dismissed (not impacted, not needed or to Winderweedle)
35 parcels to be acquired
35 parcels – acquired through OT (including 5 settled parcels which were named in suits)
5 parcels settled
20 parcels – litigation/negotiation on-going
10 parcels – noticed for trial
6 parcels set for trial – 2 in February and 4 in April 2015
4 parcels pending trial dates

429-204

33 parcels initially
12 parcels dismissed (not impacted, not needed)
21 parcels to be acquired
2 parcels settled
19 parcels to be acquired (litigation or negotiation)

429-205

7 parcels initially
2 parcels dismissed (not impacted, not needed)
5 parcels to be acquired
0 parcels settled
5 parcel to be acquired (litigation or negotiation)

429-206

24 parcels initially
6 parcels dismissed (not impacted, not needed)
18 parcels to be acquired
0 parcels settled
18 parcels to be acquired (litigation or negotiation)

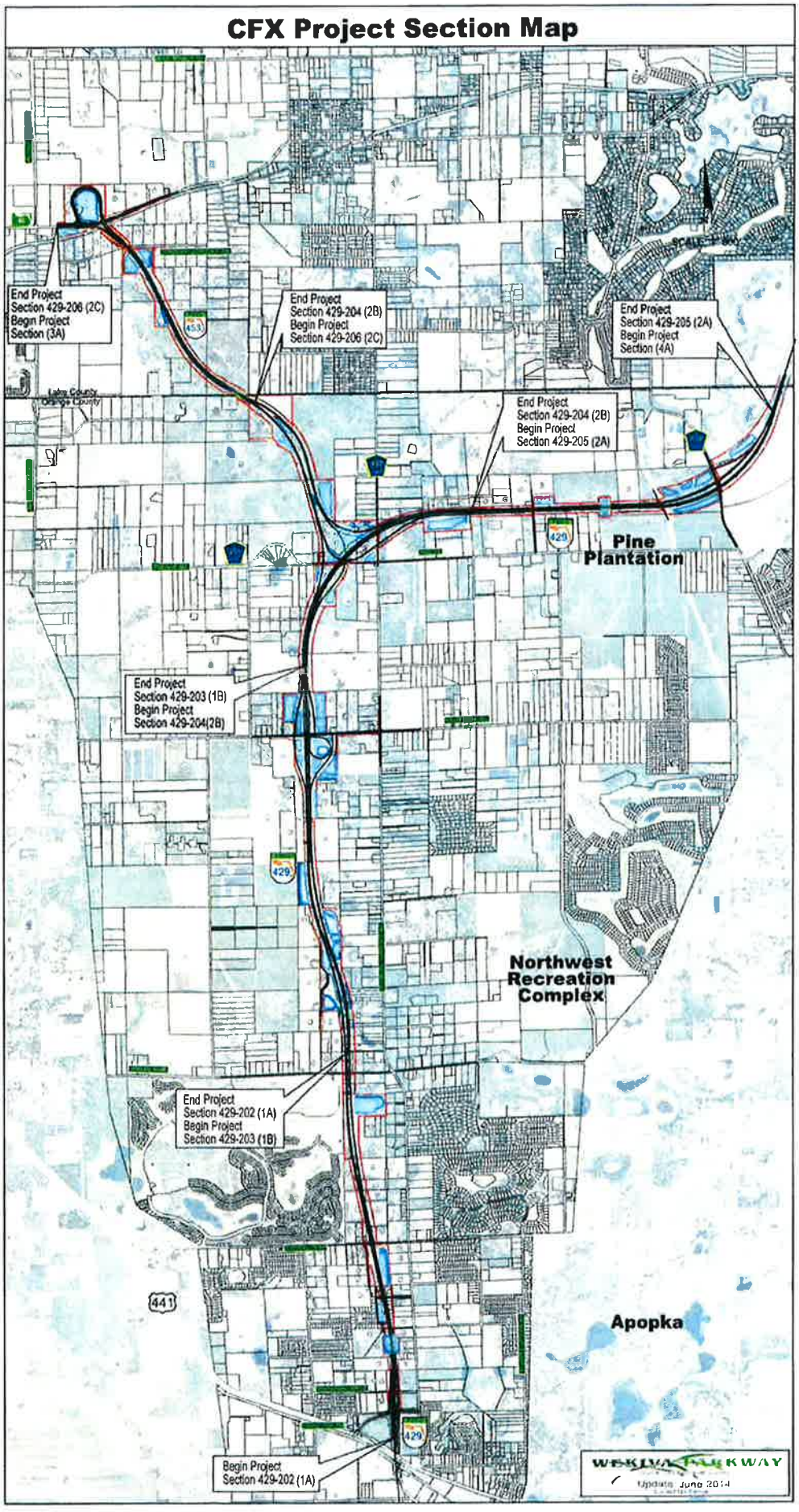
lease let me know if you need additional information.

SHUTTS & BOWEN LLP
Founded 1910

David A. Shontz
Partner

Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000 | Orlando, FL 32801
Direct: (407) 835-6722 | Fax: (407) 849-7273
E-Mail | Biography | V-Card | Website

CFX Project Section Map



MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Authorization to Advertise for
Toll Facilities Operations and Management Services
Contract No. 001071

Board authorization is requested to advertise for Requests for Proposals from qualified firms to provide Toll Facilities Operations and Management Services. The current contract with Florida Toll Services expires on June 25, 2015, and cannot be renewed.

The services to be provided under the contract will include: managing toll operations and all toll collections; providing on-going training; operating and overseeing the Authority's toll collection system for all lanes at the plaza, ramp and lane level; ensuring that all lanes are operating properly; managing the toll facilities including administrative buildings, plazas, ramps and all lanes; providing janitorial services for all facilities; and overseeing security at facilities.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 28, 2014

RE: Authorization to Advertise for
Request for Proposals for Cost to Collect Analysis
Contract No. 001077

Board authorization is requested to advertise for Request for Proposals from qualified firms to perform a "cost to collect" analysis of the Authority's toll collection business. Services will include providing a detailed analysis of the Authority's current toll rate structures and the associated costs to collect. This information will be used to determine if the current rate structure and the violator rate (unpaid toll notice) needs to be adjusted to compensate for the associated costs of collection.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Dave Wynne, Director of Toll Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

October 16, 2014

TO: Authority Board Members:
S. Scott Boyd
Welton G. Cadwell
Brenda Carey
Buddy Dyer
Fred Hawkins, Jr
Teresa Jacobs
Walter A. Ketcham, Jr

FROM: Lisa Lumbard, Interim CFO

SUBJECT: September 2014 Financial Reports

Attached please find the September 2014 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

Sincerely,

Lisa Lumbard, Interim CFO

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS
FOR THE MONTH ENDING SEPTEMBER 30, 2014 AND YEAR-TO-DATE

	FY 15 MONTH ACTUAL	FY 15 MONTH BUDGET	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE
REVENUES						
TOLLS	$ 25,672,279	$ 24,364,470	$ 79,648,042	$ 76,219,741	$ 3,428,301	4.5%
TOLLS COLLECTED VIA UTN'S	824,603	507,644	2,340,169	1,566,949	773,220	49.3%
FEES COLLECTED VIA UTN'S AND UTC'S	405,914	299,610	1,087,086	845,803	241,283	28.5%
TRANSPONDER SALES	5,253	2,608	14,735	8,325	6,410	77.0%
OTHER OPERATING	114,043	94,827	256,754	218,704	38,051	17.4%
INTEREST	(10,889)	102,301	312,760	306,902	5,858	1.9%
MISCELLANEOUS	76,851	76,335	241,065	229,006	12,059	5.3%
TOTAL REVENUES	27,088,053	25,447,794	83,900,611	79,395,431	4,505,181	5.7%
O M & A EXPENSES						
OPERATIONS	2,823,870	2,834,822	7,003,995	7,055,402	51,407	0.7%
MAINTENANCE	827,769	1,117,601	1,428,068	1,738,774	310,706	17.9%
ADMINISTRATION	507,372	611,536	1,307,429	1,504,606	197,177	13.1%
OTHER OPERATING	204,873	233,333	403,957	466,667	62,710	13.4%
TOTAL O M & A EXPENSES	4,363,884	4,797,293	10,143,448	10,765,449	622,000	5.8%
NET REVENUES BEFORE DEBT SERVICE	22,724,169	20,650,502	73,757,163	68,629,982	5,127,181	7.5%
COMBINED NET DEBT SERVICE	11,915,692	11,979,354	35,792,844	35,956,315	163,471	0.5%
NET REVENUES AFTER DEBT SERVICE	$ 10,808,477	$ 8,671,148	$ 37,964,319	$ 32,673,667	$ 5,290,652	16.2%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, or should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING SEPTEMBER 30, 2014 AND YEAR-TO-DATE

	FY 2015 ACTUAL	FY 2015 BUDGET	VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE
Operations	$ 7,003,995	$ 7,055,402	$ 51,407	0.7%
Maintenance	1,428,068	1,738,774	310,706	17.9%
Administration	1,307,429	1,504,606	197,177	13.1%
Other Operating	403,957	466,667	62,710	13.4%
Total O M & A	$ 10,143,448	$ 10,765,449	$ 622,000	5.8%
Capital Expenditures				
Operations	$ 12,616	$ 266,774	254,158	95.3%
Maintenance	-	17,180	17,180	100.0%
Administration	56,206	16,250	(39,956)	-245.9%
Total Capital Expenditures	$ 68,822	$ 300,204	$ 231,382	77.1%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Operations - Comparison of Actual to Budget
For the Three Months Ending September 30, 2014

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	104,399	127,187	22,788	17.92%
Violation Enforcement	497,102	580,263	83,160	14.33%
Information Technology	601,559	782,071	180,512	23.08%
Information Technology - Projects	0	171,550	171,550	100.00%
E-PASS Service Center	2,045,099	1,974,909	(70,191)	-3.55%
Marketing	41,644	66,664	25,020	37.53%
Subtotal OOCEA	**3,289,803**	**3,702,644**	**412,841**	**11.15%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	217,465	228,174	10,709	4.69%
Airport Plaza	293,336	292,638	(698)	-0.24%
Dallas Plaza	209,843	219,339	9,496	4.33%
East-West Expressway (SR 408)				
ean Plaza	254,484	246,935	(7,549)	-3.06%
Conway Main Plaza	424,592	419,505	(5,087)	-1.21%
Pine Hills Plaza	309,322	288,557	(20,765)	-7.20%
Hiawassee Plaza	247,864	242,026	(5,838)	-2.41%
Western Expressway (SR 429)				
Independence Plaza	232,303	229,543	(2,761)	-1.20%
Forest Lake Plaza	257,031	232,737	(24,294)	-10.44%
Greeneway Expressway (SR 417)				
University Plaza	231,521	217,311	(14,210)	-6.54%
Curry Ford Plaza	229,176	215,636	(13,541)	-6.28%
Boggy Creek Plaza	281,319	262,542	(18,777)	-7.15%
John Young Plaza	261,371	255,342	(6,029)	-2.36%
John Land Apopka (SR 414)				
Coral Hills Plaza	277,180	269,249	(7,931)	-2.95%
Subtotal Toll Facilities	**3,726,808**	**3,619,532**	**(107,276)**	**-2.96%**
Total Operations Expenses	**7,016,611**	**7,322,176**	**305,564**	**4.17%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the Three Months Ending September 30, 2014

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	162,970	182,488	19,518	10.70%
Expressway Operations	697,549	654,854	(42,695)	-6.52%
Routine Maintenance	567,548	918,612	351,064	38.22%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	**1,428,067**	**1,755,954**	**327,887**	**18.67%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the Three Months Ending September 30, 2014

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	115,363	107,561	(7,802)	-7.25%
General Projects	47,693	0	(47,693)	0.00%
Executive	211,646	351,546	139,901	39.80%
Communications	83,270	95,191	11,920	12.52%
Human Resources	30,755	38,423	7,668	19.96%
Business Development	64,536	90,550	26,014	28.73%
Accounting	317,498	381,144	63,646	16.70%
Construction Administration	81,517	91,798	10,282	11.20%
Procurement	174,388	171,134	(3,253)	-1.90%
Legal	126,290	104,673	(21,617)	-20.65%
Internal Audit	35,290	7,555	(27,735)	-367.13%
525 Magnolia	6,366	6,322	(44)	-0.70%
Plans Production	69,024	74,959	5,936	7.92%
Grand Total Expenses	**1,363,635**	**1,520,856**	**157,220**	**10.34%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2014 AND YEAR-TO-DATE

	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 14 YEAR-TO-DATE ACTUAL	FY 14 YEAR-TO-DATE BUDGET	FY 14 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 79,648,042	$ 76,219,741	$ 3,428,301	$ 74,589,415	$ 70,678,793	$ 3,910,622	$ (482,321)
TOLLS COLLECTED VIA UTN'S	2,340,169	1,566,949	773,220	1,776,732	375,000	1,401,732	(628,512)
FEES COLLECTED VIA UTN'S AND UTC'S	1,087,086	845,803	241,283	897,631	589,845	307,786	(66,503)
TRANSPONDER SALES	14,735	8,325	6,410	34,174	21,346	12,828	(6,418)
OTHER OPERATING	256,754	218,704	38,051	226,445	208,220	18,225	19,826
INTEREST	312,760	306,902	5,858	319,291	357,115	(37,824)	43,682
MISCELLANEOUS	241,065	229,006	12,059	448,457	226,477	221,980	(209,921)
TOTAL REVENUES	83,900,611	79,395,431	4,505,181	78,292,145	72,456,796	5,835,349	(1,330,168)
O M & A EXPENSES							
OPERATIONS	7,003,995	7,055,402	51,407	6,392,662	6,787,716	395,054	(343,647)
MAINTENANCE	1,428,068	1,738,774	310,706	1,669,401	2,309,275	639,874	(329,168)
ADMINISTRATION	1,307,429	1,504,606	197,177	1,272,819	1,411,887	139,068	58,109
OTHER OPERATING	403,957	466,667	62,710	211,611	563,614	352,003	(289,293)
TOTAL O M & A EXPENSES	10,143,448	10,765,449	622,000	9,546,493	11,072,492	1,525,999	(903,999)
NET REVENUES BEFORE DEBT SERVICE	73,757,163	68,629,982	5,127,181	68,745,652	61,384,304	7,361,348	(2,234,167)
COMBINED NET DEBT SERVICE	35,792,844	35,956,315	163,471	35,725,324	35,798,995	(73,671)	237,142
NET REVENUES AFTER DEBT SERVICE	$ 37,964,319	$ 32,673,667	$ 5,290,652	$ 33,020,328	$ 25,585,309	$ 7,435,019	$ (2,144,367)

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2014 AND YEAR-TO-DATE

	FY 15 MONTH ACTUAL	FY 14 MONTH ACTUAL	FY 14 - 15 SAME MONTH COMPARISON	FY 15 YEAR-TO-DATE ACTUAL	FY 14 YEAR-TO-DATE ACTUAL	FY 14 - 15 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 25,672,279	$ 23,842,996	$ 1,829,283	$ 79,648,042	$ 74,589,415	$ 5,058,627
TOLLS COLLECTED VIA UTN'S	824,603	575,607	248,996	2,340,169	1,776,732	563,437
FEES COLLECTED VIA UTN'S AND UTC'S	405,914	318,004	87,910	1,087,086	897,631	189,455
TRANSPONDER SALES	5,253	2,880	2,373	14,735	34,174	(19,439)
OTHER OPERATING	114,043	98,980	15,063	256,754	226,445	30,309
INTEREST	(10,889)	153,689	(164,578)	312,760	319,291	(6,531)
MISCELLANEOUS	76,851	293,545	(216,694)	241,065	448,457	(207,392)
TOTAL REVENUES	27,088,053	25,285,701	1,802,352	83,900,611	78,292,145	5,608,466
O M & A EXPENSES						
OPERATIONS	2,823,870	1,672,560	1,151,310	7,003,995	6,392,662	611,333
MAINTENANCE	827,769	765,243	62,526	1,428,068	1,669,401	(241,333)
ADMINISTRATION	507,372	519,540	(12,168)	1,307,429	1,272,819	34,610
OTHER OPERATING	204,873	50,449	154,424	403,957	211,611	192,346
TOTAL O M & A EXPENSES	4,363,884	3,007,792	1,356,092	10,143,448	9,546,493	596,955
NET REVENUES BEFORE DEBT SERVICE	22,724,169	22,277,909	446,260	73,757,163	68,745,652	5,011,511
COMBINED NET DEBT SERVICE	11,915,692	11,927,909	(12,217)	35,792,844	35,725,324	67,520
NET REVENUES AFTER DEBT SERVICE	$ 10,808,477	$ 10,350,000	$ 458,477	$ 37,964,319	$ 33,020,328	$ 4,943,991

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

STRATEGIC ALLIANCE MEMORANDUM

OFFICE OF BUSINESS DEVELOPMENT

WHAT IS A STRATEGIC ALLIANCE MEMORANDUM?

- The purpose of this SAM agreement is to develop and foster mutual understanding and a working relationship between the U.S. Small Business Administration and the Central Florida Expressway Authority to support small business development.

- Building on CFX's vision to "*Cultivating local small, minority and women-owned businesses with the necessary resources to become effective viable businesses in our community*"

- This memorandum strengthens our local community with respect to providing companies including small and disadvantaged business enterprises within our region access to up-to-date information on SBA programs -- the three "C's": Capital (includes a variety of loan programs, surety bonds, and equity financing to help small businesses start and grow); Contracting (includes business development programs, small business certifications, and small business set-asides to help small businesses compete for and win federal government contracts); and Consulting (includes a nationwide network of SBA district offices, SCORE chapters, Small Business Development Centers, and Women Business Centers that offer counseling, training, and mentoring to small businesses).

OBJECTIVE

- Formal way to bring together our abilities to leverage each other to make our communities better
- Commitment of shared goals
- Strengthen and grow small businesses
- Connecting our small businesses with the resources needed to compete successfully
- When our businesses grow, our local economy grows

UNDERTAKING

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.

- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.

- Make available to its clients/members SBA pamphlets, brochures, and other publications.

- Inform **Expressway Authority** small business clients/members of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.

- Upon request, provide speakers for SBA-sponsored events when appropriate.

- Provide a text-only hyperlink from the **Expressway Authority** website to SBA's website.

CFX's ROLE & OBLIGATIONS

Role:

- Keep abreast of and disseminate up to date information provided by SBA when appropriate
- Make available to its clients/members SBA pamphlets, brochures, and other publications.

Obligations:

- Assign a local point of contact to serve as liaison between SBA and CFX
- The "US Small Business Administration" name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including but not limited to the Central Florida Expressway Authority.
- Nothing in this SAM permits either party to use each others logo or seal without consent.

Cassius Butts, *Regional Administration - IV*
U.S. Small Business Administration

Orlando native, Cassius Butts was appointed by President Barack Obama in 2011. He is responsible for the delivery of SBA programs in Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee. During his appointment, Cassius has managed oversight of three record breaking years for SBA lending in Region IV. Nearly $12 billion in SBA-backed loans were awarded to small businesses within the aforementioned eight states.

Prior to joining SBA, Cassius was employed with the U. S. Department of Housing and Urban Development (HUD) where he began his federal career as a Presidential Management Fellow/Branch Chief in 2002. It was at HUD where he assisted and advised the scoring committee on the newly established Multi-Million Procurement Contract. Since 1992, Cassius has worked in leadership positions for Bank of America, Fleet Bank and the City of Atlanta. As a small business owner, he co-founded CB Consulting Group, LLC, which primarily offered entrepreneurial, strategy and community engagement services.

He continues to write as a guest op-ed columnist, lecturer and has co-authored over 50 business and entrepreneurship related columns. Cassius has also been featured on NPR, CNN as well as ESPN. He has received many awards and recognitions including a U.S. House of Representative Proclamation for his achievements. An advocate for mutual partnerships; he has assisted to forge over 100 strategic alliances with business chambers, associations and foundations. In 2013, he was appointed to the National Partnership Council. Cassius is a graduate of Morehouse College, Clark Atlanta University's School of Public Administration and obtained his Certificate of Grant Writing from Emory University's Life Learning Institute. He is also a 2012 graduate of Leadership Atlanta.

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER 13-319

WHEREAS, the State Comprehensive Plan, the Florida Strategic Plan for Economic Development, the 2060 Florida Transportation Plan, and other statewide plans call for coordinated decision making and investments to address Florida's long-term economic development, environmental stewardship, community development, and infrastructure needs on a statewide and regional basis; and

WHEREAS, the Florida Legislature, recognizing the need for innovative planning and development strategies to promote a diverse economy and vibrant rural and urban communities, including sector planning, has tasked the Florida Department of Economic Opportunity, in coordination with other state and regional agencies, to assist communities in finding creative solutions for fostering vibrant, healthy communities while protecting the functions of important state resources and facilities; and

WHEREAS, well-planned statewide and regional transportation corridors can improve mobility and connectivity for people and freight, support economic development, promote high-quality development patterns, help preserve Florida's natural resources, and facilitate emergency evacuation and response; and

WHEREAS, enhanced or new transportation corridors should be planned in coordination with long-term land use decisions to ensure the protection of environmental resources, the preservation of agricultural lands, and the planning of areas for future economic development and urban growth; and

WHEREAS, the Florida Department of Transportation has initiated the "Florida's Future Corridors" initiative to plan future transportation corridors for the movement of people and freight on an interregional, statewide, or interstate basis; and

WHEREAS, one corridor study area identified by the Florida's Future Corridors initiative extends from Tampa Bay to the Atlantic Coast across 15 counties in the central part of Florida (hereinafter "Tampa Bay-Central Florida Study Area"); and

WHEREAS, in 2013, the Florida Department of Transportation completed a Future Corridor Concept Study for the Tampa Bay-Central Florida Study Area that recommended the Florida Department of Transportation conduct a pilot Evaluation Study to address a regional connectivity gap between the Orlando International Airport and the southern Space Coast and to refine the proposed corridor planning process for future use; and

WHEREAS, the objectives of the pilot Evaluation Study include the identification of anticipated future development patterns in the Orlando/Space Coast area, comprised of portions of Brevard, Orange, and Osceola counties, and associated mobility and connectivity needs, as

well as potential solutions for addressing these needs through coordinated planning and partnering with recognition of the area's economic, community, and environmental goals; and

WHEREAS, in 2007, myregion.org completed a 2050 regional visioning process with stakeholders from the public, private, and civic sectors and input from nearly 20,000 residents of Brevard, Lake, Orange, Osceola, Polk, Seminole, and Volusia counties, culminating in adoption of the "How Shall We Grow?" vision and regional growth compact by representatives of seven counties and 86 cities; and

WHEREAS, the "How Shall We Grow?" vision identified the potential need for a new or enhanced multimodal corridor connecting Orlando to southern Brevard County; and

WHEREAS, in 2012, Florida East Coast Industries, Inc., announced the formation of All Aboard Florida, LLC (hereinafter "All Aboard Florida"), for the purpose of planning and establishing privately operated passenger rail service from Miami to Orlando on a route that would include eastern portions of the Tampa Bay-Central Florida Study Area; and

WHEREAS, in 2012, the Osceola County Expressway Authority, established by the Florida Legislature in 2011, adopted a 2040 Master Plan that identifies potential new transportation corridors in eastern portions of the Tampa Bay-Central Florida Study Area; and

WHEREAS, state, regional, and local economic development initiatives highlight the importance of investments in life science, aerospace/aviation, and other research and technology institutions in Orange, Osceola, and Brevard counties, including the need to transition the Brevard County economy following the end of the Space Shuttle program; and

WHEREAS, the eastern portion of the Tampa Bay-Central Florida Study Area includes: high-quality beaches, lakes, rivers, parks, forests, and preserves; the headwaters of the Everglades and the St. Johns River; and wildlife and ecological corridors of statewide significance; and

WHEREAS, the Florida Transportation Code, section 337.273(1)(d), Florida Statutes, provides that "the designation and management of transportation corridors can best be achieved through the inclusion of transportation corridors in the local government comprehensive plans that are developed, reviewed, and adopted pursuant to chapter 163, Florida Statutes, in order to ensure comprehensive planning for future development and growth, improved coordination between land use and transportation planning, and compliance with concurrency requirements."; and

WHEREAS, section 163.3245, Florida Statutes, provides that local governments or combinations of local governments can adopt into their comprehensive plans a long-range "sector plan" for a substantial geographic area of at least 15,000 acres to promote and encourage long-term planning for conservation, development, and agriculture on a landscape scale; to facilitate protection of regionally significant resources; and to avoid duplication of effort in terms of the level of data and analysis required for a development of regional impact, while ensuring the adequate mitigation of impacts to applicable regional resources and facilities; and

WHEREAS, eastern portions of the Tampa Bay-Central Florida Study Area include approximately 300,000 acres, commonly referred to as Deseret Ranch, owned by non-profit corporation Farmland Reserve, Inc. (hereinafter "Deseret Ranch"), as well as other large tracts of land under single ownership, and Vierra, a major master planned development; and

WHEREAS, transportation corridor planning serves the public interest by preserving the long-term ability to use lands for future multimodal transportation facilities to move people and freight and for other linear infrastructure, improving mobility, increasing connectivity within and outside Florida, and supporting statewide and regional goals for economic development, quality of life, and environmental stewardship.

NOW, THEREFORE, I, RICK SCOTT, Governor of the State of Florida, by the powers vested in me by the Constitution and laws of the State of Florida, do hereby promulgate the following Executive Order, effective immediately:

1. There is hereby created the East Central Florida Corridor Task Force (hereinafter "Task Force") for the purpose of evaluating and developing consensus recommendations on future transportation corridors serving established and emerging economic activity centers in portions of Brevard, Orange, and Osceola counties.

2. Members of the Task Force shall include:

   A. The Executive Director of the Florida Department of Economic Opportunity;
   B. The Secretary of the Florida Department of Transportation;
   C. The Commissioner of Agriculture;
   D. A representative from Brevard County, as appointed by the Brevard County Board of County Commissioners;
   E. A representative from Orange County, as appointed by the Orange County Board of County Commissioners;
   F. A representative from Osceola County, as appointed by the Osceola County Board of County Commissioners;
   G. Two individuals to be appointed by the Governor that represent recognized environmental or conservation organizations;
   H. A representative of Deseret Ranch;
   I. A representative of The Viera Company;
   J. Two individuals to be appointed by the Governor that represent the economic development or business community with a presence in the study area; and
   K. A citizen to be appointed by the Governor that resides in the study area.

3. The members of the Task Force may designate an alternate to attend meetings of the Task Force and exercise voting authority.

4. Consensus recommendations shall not require a unanimous vote of the Task Force members.

5. The Chair of the Task Force shall be the Executive Director of the Florida Department of Economic Opportunity or his designee.

6. The charge of the Task Force shall include the following tasks:

A. Recommend guiding principles for coordination of future transportation and land use planning, with environmental stewardship, sustainable agriculture, economic development, and community development plans and investments;
B. Review transportation plans of the Florida Department of Transportation, MetroPlan Orlando, the Space Coast Transportation Planning Organization, the Orlando-Orange County Expressway Authority, the Osceola County Expressway Authority, and other public and private entities and determine the extent to which these plans are consistent with each other and how they might affect future corridor planning between East Central Florida and the Space Coast;
C. Review the land use and development plans of local governments and regional entities and determine the extent to which these plans are consistent with transportation plans and how they might affect future corridor planning between East Central Florida and the Space Coast;
D. Consider and recommend transportation facilities, including the general purpose, need, and location for any new or enhanced transportation corridors as well as a range of alternative routes and modes for major transportation corridor investments;
E. Solicit and consider input from local, regional, state, and federal agencies; stakeholders, including property owners, agricultural interests, business interests, and environmental interests; residents; and the public; and
F. Recommend a proposed action plan for moving forward with new or enhanced transportation corridors in the study area.

7. In conducting its work, the Task Force should at a minimum, consider:

   A. Statewide goals, including those related to the State Comprehensive Plan, the Florida Strategic Plan for Economic Development, the 2060 Florida Transportation Plan, and statewide emergency response and evacuation plans;
   B. The Regional Growth Vision as stated in the report "How Shall We Grow?";
   C. Protection of property rights;
   D. Protection of surface and groundwater resources, natural lands, regionally significant wildlife corridors and habitats, and other natural resources;
   E. Long-term opportunities for sustainable agriculture; and
   F. Support for high quality long-term growth patterns, with an emphasis on those envisioned by regional and community entities.

8. Concurrent and in coordination with the activities of the Task Force, Deseret Ranch is requested to work with Orange, Osceola, and Brevard counties (hereinafter "Local Governments"), as appropriate, in cooperation with other landowners and stakeholders, in preparing one or more long-term master plans, pursuant to section 163.3245, Florida Statutes, for Deseret Ranch's lands proximate to the area to be studied by the Task Force, for the purpose of coordinating long-term land use decisions with environmental stewardship, sustainable agriculture, transportation planning, economic development, and community development in the sector plan area. Insofar as practicable, Deseret Ranch and the Local Governments are requested to provide timely status reports regarding preparation of the master plan(s) to the Task Force to support the Task Force's decision-making process and meeting schedule.

9. The Task Force shall work collaboratively with the Local Governments, Deseret Ranch ownership and management, and other landowners and stakeholders to provide data and supporting information for the preparation of transportation corridor plans and related long-term master plan(s), as appropriate for each landholding, that will be available for consideration by the Local Governments as amendments to their respective comprehensive plans pursuant to chapter 163, Part II, Florida Statutes.

10. The Task Force shall submit a report on its findings and recommendations to the Governor by December 1, 2014.

11. The Local Governments are encouraged to consider possible amendments to their comprehensive plans by September 30, 2015 to reflect and incorporate the recommendations of the Task Force and the long-term master plans prepared for adoption by the Local Governments.

12. The Orlando-Orange County Expressway Authority, the Osceola County Expressway Authority, MetroPlan Orlando, the Space Coast Transportation Planning Organization, the St. Johns River Water Management District, the East Central Florida Regional Planning Council, and other agencies, as appropriate, are encouraged to amend and revise their respective plans for future conservation, development, and transportation, as the case may be, by September 30, 2015, to reflect and incorporate the recommendations of the Task Force and the long-term master plans prepared for adoption by the Local Governments.

13. The decision of one or more of the Local Governments not to participate in the tasks set forth in this Executive Order shall not preclude the Task Force and the remaining Local Government(s) from proceeding with such tasks. The Florida Department of Economic Opportunity and all other agencies under the control of the Governor are directed, and all other agencies are requested, to provide timely review of the products of the Task Force as well as the proposed plan amendments by the Local Governments, the Orlando-Orange County Expressway Authority, the Osceola County Expressway Authority, MetroPlan Orlando, the Space Coast Transportation Planning Organization, the St. Johns River Water Management District, the East Central Florida Regional Planning Council, and other agencies, as appropriate.

14. The Florida Department of Economic Opportunity and all other agencies under the control of the Governor are directed, and all other agencies are requested, to render technical assistance to, and cooperate with, the Task Force and the Local Governments in achieving the purposes stated herein.

15. The Florida Department of Economic Opportunity and the Florida Department of Transportation shall be jointly responsible for payment for any operational, administrative, and organizational expenses incurred by the Task Force. All entities with members on the Task Force are encouraged to pay all travel costs for its members. Upon advance notice and approval, the Florida Department of Economic Opportunity and the Florida Department of Transportation may pay travel costs, as authorized by section 112.061, Florida Statutes, for Task Force members from state government entities.

16. Any vacancy occurring on the Task Force shall be filled in the manner and membership category of the original appointment.

17. The Task Force shall meet at times and places designated by the Chair. All Task Force meetings will be publicly noticed as provided in section 120.525, Florida Statutes, with an opportunity for public comment and all meetings shall otherwise be subject to the provisions of chapter 286, Florida Statutes (the Florida Sunshine Law).

18. The Chair may appoint technical advisory groups as needed to assist in the completion of the work of the Task Force and such technical advisory groups may include qualified persons not on the Task Force.

19. The Task Force shall remain available to address issues relating to its recommendations until February 27, 2015, at which time the Task Force's existence shall terminate.

IN TESTIMONY WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of Florida to be affixed at Tallahassee, this 1st day of November, 2013.

RICK SCOTT, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
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DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

DRAFT

East Central Florida Corridor Task Force
Summary Report

Recommendations for Connecting Established and Emerging Economic Centers in Brevard, Orange, and Osceola Counties

Submitted to

Governor Rick Scott

Pursuant to Executive Order 13-319

December 1, 2014

East Central Florida Corridor Task Force Members	
Bill Killingsworth, Chair Director of Community Development Florida Department of Economic Opportunity	Designated by the Executive Director of the Florida Department of Economic Opportunity
Rich Biter Assistant Secretary for Intermodal Systems Development Florida Department of Transportation	Designated by the Secretary of the Florida Department of Transportation
John Browne Land Programs Administrator Florida Department of Agriculture and Consumer Services	Designated by the Commissioner of Agriculture
The Honorable Mary Bolin Lewis County Commissioner – District 4 Brevard County	Representative from the Brevard County Board of County Commissioners
The Honorable Jennifer Thompson County Commissioner – District 4 Orange County	Representative from the Orange County Board of County Commissioners
The Honorable Fred Hawkins County Commissioner – District 5 Osceola County	Representative from the Osceola County Board of County Commissioners
Charles Pattison Policy Director 1000 Friends of Florida	Appointed by Governor Scott representing environmental or conservation organizations
Charles Lee Director of Advocacy Audubon Florida	Appointed by Governor Scott representing environmental or conservation organizations
Erik Jacobsen General Manager Deseret Ranch	Representative from Deseret Ranch
Tracy Duda Chapman Executive Vice-President/General Counsel The Viera Company	Representative from The Viera Company
Debbie Harvey Chief Executive Officer Ron Jon Surf Shop	Appointed by Governor Scott representing economic development or business community with a presence in the study area
Belinda Kirkegard Economic Development Director City of Kissimmee	Appointed by Governor Scott representing economic development or business community with a presence in the study area
Marcos Marchena Citizen	Appointed by Governor Scott representing the citizens of the study area

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DRAFT

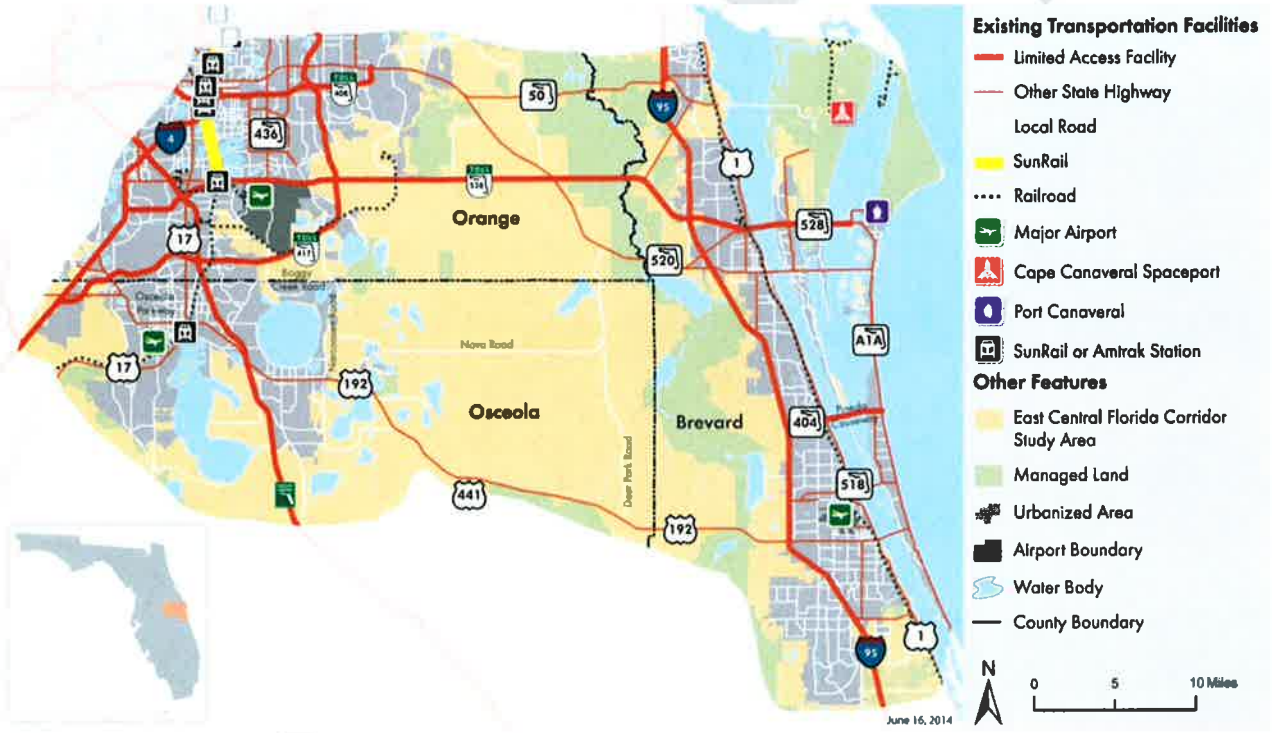
EXECUTIVE SUMMARY

In 2013, Governor Scott by Executive Order created the East Central Florida Corridor Task Force and charged the Task Force to develop consensus recommendations for future transportation corridor investments in portions of Brevard, Orange, and Osceola counties. This report documents the Task Force's findings and recommendations, including a proposed action plan for strategic transportation investments to support the area's future economic competiveness, quality of life, and environmental stewardship.

Study Area Overview

The study area comprises portions of Brevard, Orange, and Osceola counties, spanning an area from Orlando to Cape Canaveral on the north and Poinciana to Palm Bay on the south (Figure ES.1). The total population of the three counties is projected to nearly double from 2.0 to 3.8 million residents over the next 50 years.

Figure ES.1. East Central Florida Study Area



Several trends are linking once separate cities and towns into a single economic region:

- The continued economic strength of the agricultural sector and related manufacturing and distribution industries, which account for nearly 212,000 jobs and $11 billion in value-added activity, including the nation's largest cow-cattle ranch and significant production of citrus.
- Sustained growth in tourism activity, which exceeds 59 million visitors per year. The expansion of Port Canaveral, one of the word's largest home ports for cruise passengers, and the Kennedy Space Center are key drivers of growth in visitor trips between the Orlando and the Space Coast.
- The transition of the historic base of military and space launch activities into a globally competitive cluster of aviation and aerospace businesses with concentrations in Orlando, Cape Canaveral, and Melbourne.
- The emergence of life sciences, information technology, and related technology-based clusters with concentrations in central Orlando, the University of Central Florida area, Innovation Way and Lake Nona to the east and south of the Orlando International Airport, Cape Canaveral, and Melbourne.
- The expansion of global trade and logistics activities to serve a large population and visitor base and growing industry, including expanding container operations at Port Canaveral, growing air cargo at the Orlando International Airport, and the new CSX Intermodal Logistics Center in Winter Haven.
- The planned development of a series of mixed-use centers on the eastern edge of the existing concentration of urban development in Orange and Osceola counties, including communities such as Innovation Way, Lake Nona, the Northeast District of Osceola County, and Harmony.
- The ongoing development under Florida's sector planning law of a long-term master plan for 133,000 acres of the Deseret Ranches in eastern Osceola County. The draft North Ranch master plan envisions future long-term uses of the ranch for conservation, water storage, agriculture, and urban development, including a network of 16 centers with projected population of 355,000 by 2060 and 490,000 by 2080.
- Increasing integration of the a 15-county area from Tampa Bay through Orlando to the Atlantic Coast into a single "super-region" that ranks among the 10 largest economies in the United States.

These trends point to significant increases in demand for travel between the three counties during the next 50 years. The Florida Department of Transportation projects significant growth in cross-county travel within the study area (see Table ES.1).

Table ES.1. Projected Growth in Cross-County Travel

Origin/Destination	Estimated 2014 Daily Trips	Projected 2060 Daily Trips
Orange or Osceola County to/from northern Brevard County (Cocoa, Port Canaveral, Cape Canaveral, Titusville, etc.)	118,000	201,000 to 357,000
Orange or Osceola County to/from central and southern Brevard County (Viera, Melbourne, Palm Bay, etc.)	66,000	123,000 to 217,000
Eastern Orange County (Innovation Way, University of Central Florida, Bithlo, etc.) to/from Eastern Osceola County (Northeast District, North Ranch, Harmony, etc.)	15,000	148,000 to 237,000

Source: Florida Department of Transportation; forecasts developed by Cambridge Systematics, Inc.

Limited options for both east-west and north-south travel raise concerns about the ability to achieve the economic opportunities facing this region and to support the planned development of new population centers. The existing system includes:

- Three east-west highway connections between Orange, Osceola, and northern Brevard County – State Road 528 (the Beach Line Expressway), State Road 520, and State Road 50. Of these, only State Road 528 is a high-speed, high-capacity corridor.
- One east-west highway connection between Orange, Osceola, and southern Brevard county —U.S. 192.
- Three north-south highway connections between eastern Orange and Osceola counties – Boggy Creek Road directly to the south of the Orlando International Airport, Narcoossee Road to the east of the Airport, and Nova Road on the Deseret Ranches close to the Brevard County line.

There are limited transit connections between these centers today, and no high-capacity transit or passenger connections. A particular concern is the ability to support effective evacuation and response during extreme weather events and other emergencies, especially to and from Brevard County.

While there is a need for strategic transportation investments in this study area, there is also a need to protect regionally significant natural resources and support high-quality development that is consistent with regional and local plans and visions. The study area is blessed with a unique natural environment that includes:

- the Indian River Lagoon;
- northern portions of the greater Kissimmee Prairie, which is the headwaters of the Everglades,
- the St. Johns River and the Econlockhatchee River;
- some of the state's most productive agricultural lands; and
- high-quality beaches, rivers, parks, forests, preserves, and wildlife habitat.

Future transportation corridor investments, if not carefully planned, could fragment wildlife habitat and corridors and important ecosystems. An additional concern is the potential for corridor investments, when needed through or near environmentally sensitive areas, to direct future growth into areas not planned for urban development. However, multimodal transportation corridors, if planned and designed in conjunction with well-defined, mixed-used urban centers, can protect regionally significant natural resources and agricultural lands by supporting development in more suitable places.

Task Force Charge and Work Plan

The Governor charged the Task Force to accomplish the following tasks:

- Recommend guiding principles for coordination of future transportation planning with environmental stewardship, land use, sustainable agriculture, economic development, and community development plans and investments;
- Review and determine the consistency among local, regional, and statewide transportation plans covering the study area;
- Review local and regional the land use and development plans determine their consistency with transportation plans;
- Consider and recommend the general purpose, need, and location for new or enhanced transportation corridors as well as a range of alternative routes and modes for major transportation corridor investments;
- Solicit and consider input from local, regional, state, and federal agencies; stakeholders, including property owners, agricultural interests, business interests, and environmental interests; residents; and the public; and
- Recommend a proposed action plan for moving forward with new or enhanced transportation corridors.

The Task Force included 13 members representing the public, private, and civic sectors. The Task Force met seven times between April and November 2014 to review trends and issues; receive input from representatives of agencies, stakeholders, and the public; and discuss guiding principles for corridor development and potential recommendations for future corridor investments. Staff from the Florida Department of Economic Opportunity and the Florida Department of Transportation convened five community workshops to provide input to the Task Force process.

The Task Force based its work on *How Shall We Grow?*, the shared regional vision for the seven-county Central Florida area developed in 2007 with input from more than 20,000 citizens. *How Shall We Grow?* established a long-range vision for Central Florida organized around four major themes: Conservation, Countryside, Centers, and Corridors.

Task Force Recommendations

The Task Force developed 21 **guiding principles** to help shape decisions about future transportation corridors in the study area (Table ES.2). These principles are intended to help balance considerations of conservation, countryside, and centers when making decisions about future corridors. They also are intended to point toward development of a new generation of transportation corridors that incorporate multiple modes and uses, innovative design, and advanced technologies.

Table ES.2. Recommended Guiding Principles for Future Corridor Planning

Conservation

- Identify regionally significant land and water resources prior to determining locations for future corridor investments; implement coordinated land acquisition and/or protection measures prior to or in parallel with implementation of future corridor investments.
- Avoid, to the extent feasible, existing lands currently managed for conservation purposes; where avoidance is not feasible, minimize and mitigate impacts on these lands.
- Maintain and, where possible, restore and enhance the integrity and connectivity of regionally significant environmental lands.

Countryside

- Improve transportation connectivity to, from, and between working farms and other economically valuable rural lands.
- Plan and develop transportation corridors in a manner that protects the region's most productive agricultural lands and other rural lands with economic or environmental significance.
- Plan and develop transportation corridors in a manner that is compatible with areas identified in local plans to maintain their rural character as a choice for residents.

Centers

- Improve connectivity for transportation and other infrastructure to established and emerging regional population and employment centers.
- Locate major transportation corridor improvements and, if needed, new facilities in areas targeted for growth in regional and local plans. When planning new or enhanced transportation corridors that are intended to support new population and employment centers, ensure that these new centers are consistent with the *How Shall We Grow?* principles.
- Plan and develop transportation corridors in a manner that improves connectivity to and enhances the quality of existing communities and previously approved developments, while avoiding or minimizing adverse impacts on these communities and developments. When a corridor and a center intersect, plan and design the corridor so that its purpose and scale is compatible with that of the center.

Corridors

- Plan and develop multimodal transportation corridors that are consistent with the *How Shall We Grow?* principles.
- Direct strategic investments to transportation corridors that will provide better access to regional employment centers and other economic assets or provide better connectivity to global markets.
- Make optimal use of existing transportation facilities before adding new capacity to existing facilities or developing new facilities.
- Where possible, give preference to enhancing existing corridors, recognizing that new corridors may be needed to meet current or future mobility and connectivity needs.
- Make early decisions about the location of new or enhanced corridors to ensure effective coordination with conservation and land use decisions and to enable timely preservation, management, or acquisition of property necessary to accommodate existing and planned transportation facilities.
- Plan enhanced or new transportation corridors, where appropriate, to accommodate multiple modes of transportation, including opportunities for recreational trails and other forms of active transportation, and to accommodate multiple uses, including utility infrastructure.
- Plan highway elements of future transportation corridors to be limited access, with interchange locations identified to provide access to economic development activities dependent on long-distance transportation, and to support growth in areas targeted for economic development. Plan rail and transit elements of future transportation corridors to support compact development locations and to encourage public transportation ridership.
- Protect the integrity of statewide and interregional corridors by developing and maintaining strong regional and local transportation networks to accommodate demand for regional and local trips.
- Plan, design, construct, and operate transportation corridors to reflect the context of the communities and environment through which the corridors pass to the fullest extent possible.
- Use state-of-the-art and energy-efficient infrastructure, vehicles, materials, technologies, and methodologies, where economically feasible, to develop and operate transportation corridors.
- Plan, design, construct, and operate transportation corridors to be safe and secure for all users.
- Plan, design, construct, and operate transportation corridors to support emergency evacuation, response, and post-disaster recovery activities; ensure that corridor improvements intended to enhance emergency evacuation and response are not used to promote additional development in hazardous areas or areas not planned for growth.

Consistent with these principles, the Task Force recommends nine **corridor alternatives** for further study. Five of these alternatives primarily involve multimodal improvements to **existing corridors,** including all four existing crossings of the St. Johns River plus one north-south corridor (Figure ES.2)::

- **Develop the State Road 528 corridor into a multi-modal, multi-use "super corridor"** from Interstate 4 in Orlando to State Road A1A in Port Canaveral (Alternative A).
- **Preserve and enhance the existing State Road 50 corridor** from downtown Orlando and the University of Central Florida area to Cape Canaveral, potentially including extensions of planned State Road 50 transit services as well as an extension of the State Road 408/East West Expressway from its current terminus at the Challenger Parkway to the State Road 50/State Road 520 split (Alternative B).
- **Preserve and enhance the existing State Road 520 corridor** from eastern Orange County to Cocoa, also building on the planned extensions of State Road 408 and State Road 50 transit (Alternative C).
- **Preserve and enhance the existing U.S. 192 corridor** from Kissimmee to Melbourne, including multimodal improvements (Alternative E).
- **Make multimodal improvements to the existing Narcoossee Road and State Road 417 corridor** from U.S. 192 to the University of Central Florida area (Alternative G).

In addition, the Task Force recommends two potential **study areas for new or significantly upgraded east-west corridors** (Figure ES.3):

- **Develop a new multimodal corridor along the Orange/Osceola County line** from the Orlando International Airport/ Lake Nona area to the State Road 520 corridor, serving the Northeast District and portions of the North Ranch (Alternative D).
- **Develop a new multimodal corridor from the Orlando International Airport/Lake Nona area** to central/southern Brevard County to provide a more direct connection between these economic centers, as well as to serve the emerging population centers in the Northeast District and the North Ranch. Planning for this corridor must consider the potential need for an additional crossing of the St. Johns River. This alternative presents environmental and conservation land policy issues that are not evident at this stage of the planning process with regard to other corridor alternatives (Alternative F).

The Task Force also recommends two potential **study areas for new north-south corridors** (Figure ES.4):

- **Extend the planned Northeast Connector Expressway north** from the Osceola Parkway Extension in Osceola County to the State Road 528 corridor in Orange County (Alternative H).
- **Develop a new north-south multimodal corridor in eastern Orange and Osceola counties** to connect the future population centers on the North Ranch to other regional destinations and east-west corridors (Alternative I).

The need for and economic feasibility of each corridor alternative – particularly the potential new corridors—will depend on the magnitude and timing of future population and economic growth including the buildout of planned developments and proposed new centers such as the North Ranch. In addition, some corridor alternatives may involve impacts on regionally significant lands and waters, productive agricultural lands, and established urban and rural communities. Some alternatives may need to be modified or to maintain consistency with the recommended guiding principles, and planning studies may concluded that some alternatives are not feasible.

Figure ES-2. Recommended Improvements to Existing Transportation Corridors

Figure ES-3. Recommend Study Areas for New East-West Transportation Corridors

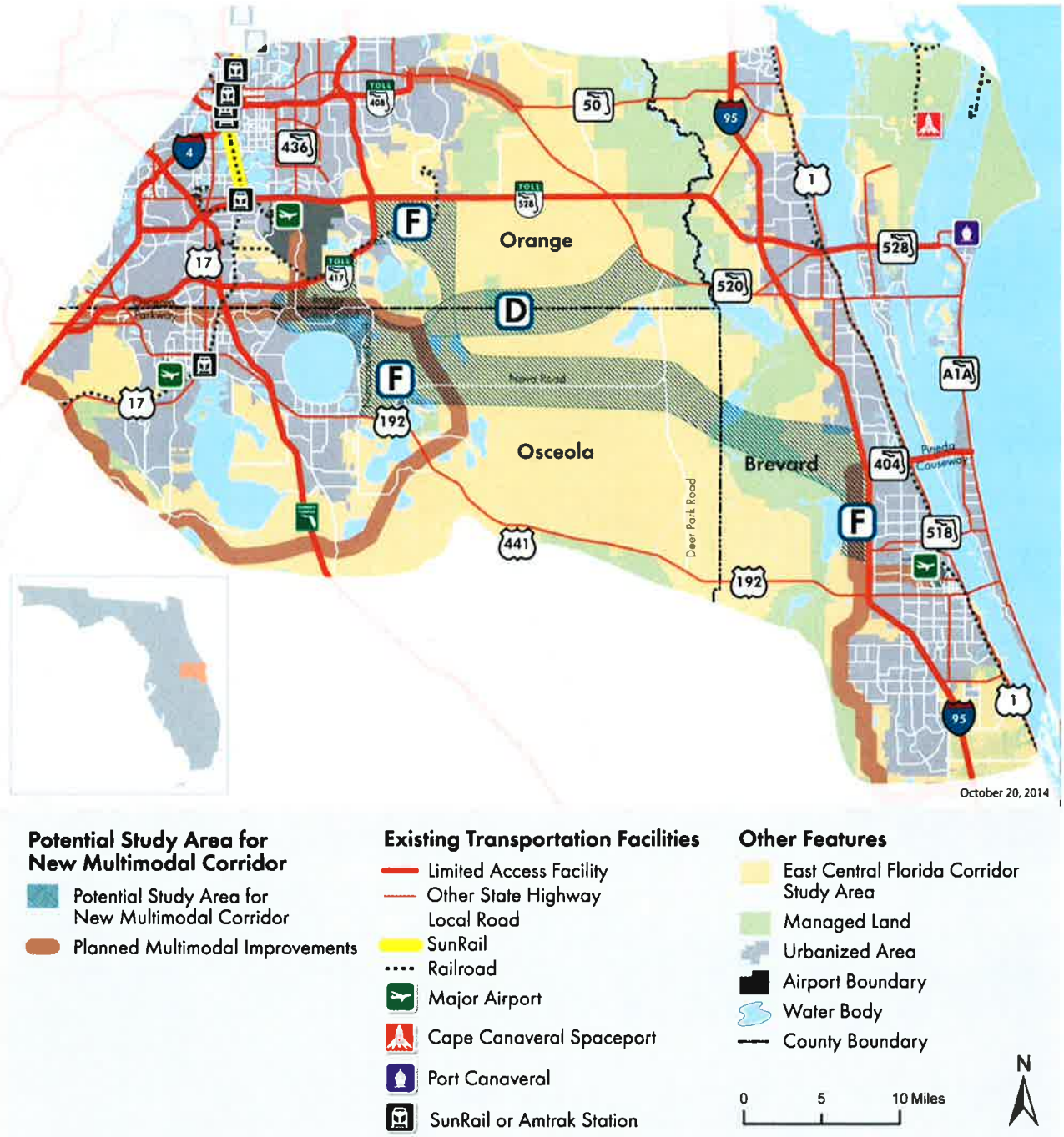


Figure ES-4. Recommended Study Areas for New North-South Transportation Corridors

The Task Force recommends a proposed **action plan** to move forward with the strategic corridor investments (see box on next page). This nine-point action plan includes improvements to the existing corridors; initiation of Evaluation Studies as part of FDOT's Future Corridor Planning Process for the four potential new corridor study areas; amendments to regional and local transportation and land use plans to reflect the corridors and study areas; and additional enhancements to the planning process.

In support of this action plan, the Task Force proposes four additional **supporting recommendations** to encourage coordinated decisions and investments. These recommendations focus in four areas:

- Strengthen and sustain the *How Shall We Grow?* shared regional vision as a foundation for future transportation corridor planning and related long-term decisions in the region.
- Ensure the long-term protection of regionally significant natural resources that could be impacted by the proposed transportation corridors.
- Ensure that productive agricultural lands are preserved and enhanced by the proposed transportation corridors.
- Coordinate future land use decisions to maximize the benefits of the proposed transportation corridors on economic development and quality of life, while minimizing negative impacts on existing communities.

Finally, the Task Force recommends the following implementation steps to initiate progress on implementation of this report:

- Meet with local governments and regional planning, water, and transportation agencies to share the findings and recommendations of the Task Force and to encourage these partners to consider possible amendments to their respective plans by September 30, 2015.
- Meet with other state agencies and federal agencies to share the findings and recommendations of the Task Force and to encourage these agencies to move forward with planning of recommended state and federal investments and implementation of related policies.

Develop a process for tracking progress on implementation of these recommendations over time. A potential approach could be to charge the Florida Transportation Commission to track progress of the transportation-related action items and recommendations to suggest new or revised transportation policies as needed to enable their successful implementation. At the same time, the Florida Department of Economic Opportunity could be tasked with tracking progress of the land use and economic development-related recommendations and suggesting new or revised policies as needed to enable their successful implementation.

PROPOSED ACTION PLAN

1. Identify future investment needs to maximize the use of and add capacity to existing east-west corridors between Orange, Osceola, and Brevard counties. These corridors include the State Road 528 corridor from Orlando to Port Canaveral (Alternative A, Figure ES.1); the State Road 50 corridor from downtown Orlando and the University of Central Florida to Cape Canaveral (Alternative B, Figure ES.1); the State Road 520 corridor from eastern Orange County to Cocoa (Alternative C, Figure ES.1); and the U.S. 192 corridor from Kissimmee to Melbourne (Alternative E, Figure ES.1).

2. Identify future investment needs to maximize the use of, add capacity to, and improve the connectivity between existing and planned north-south corridors in eastern Orange and Osceola counties. These should include multimodal improvements to the Narcoossee Road corridor and the State Road 417 corridor (Alternative G, Figure ES.1); and improved connectivity among the existing Orange County expressway system, the planned Osceola County expressway system, and Florida's Turnpike.

3. Conduct one or more Evaluation studies of potential new east-west corridors between Orange, Osceola, and Brevard counties. The proposed study or studies should consider a multimodal corridor along the Orange/Osceola county line to provide connectivity between the Orlando International Airport/Lake Nona area, the Northeast District of Osceola County, the North Ranch Master Plan, and the State Road 520 corridor (Alternative D, Figure ES.2); and a multimodal corridor from the Orlando International Airport/Lake Nona area through the proposed North Ranch Master Plan to central/southern Brevard County, including the potential need for an additional crossing of the St. Johns River (Alternative F, Figure ES.2).

4. Conduct one or more Evaluation studies of potential new north-south corridors in eastern Orange and Osceola counties. The proposed study or studies should consider continuation of the project development process for the Northeast Connector Expressway and extension of this expressway from its planned terminus at the Osceola Parkway Extension to the State Road 528 corridor, including potential multimodal improvements (Alternative H, Figure ES.3); and a new multimodal corridor serving planned population centers on the North Ranch and connecting to existing east-west corridors including U.S. 192, Nova Road, State Road 520, State Road 528, and State Road 50/408 (Alternative I, Figure ES.3).

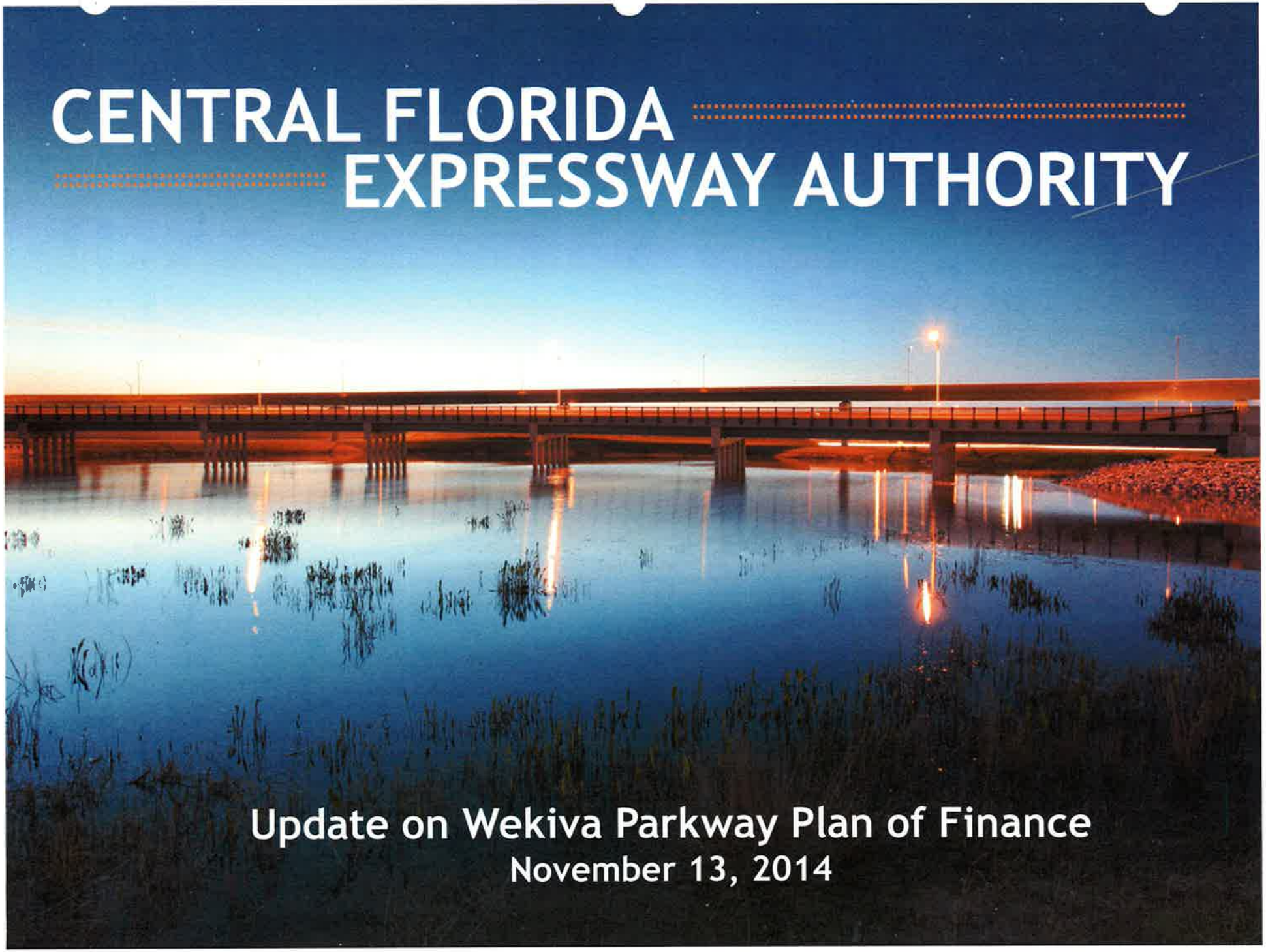
5. Develop a regional passenger rail and transit system plan to identify and set priorities for long-term passenger rail and transit investments in the three study area counties and the broader Central Florida region.

6. Amend existing local and regional plans, as appropriate, to include the corridors and the study areas defined in actions 1 through 5, as well as to ensure consistency with the recommended guiding principles. These plans would include local government comprehensive plans; metropolitan planning organization long-range transportation plans; expressway authority master plans; the Strategic Regional Policy Plan; and the Comprehensive Economic Development Strategy.

7. Develop an agreement among local governments, metropolitan planning organizations, transportation authorities, water management districts, and other entities to strengthen consistency among future transportation, land use, and water supply plans.

8. Coordinate with appropriate local governments and landowners to develop planning tools and legal instruments to reserve and protect rights of way to support implementation of the transportation corridors recommended in the Evaluation studies.

9. Develop a framework for potential partnership and co-location agreements with railroads, utilities, or other infrastructure providers to support implementation of the transportation corridors recommended in the Evaluation studies.

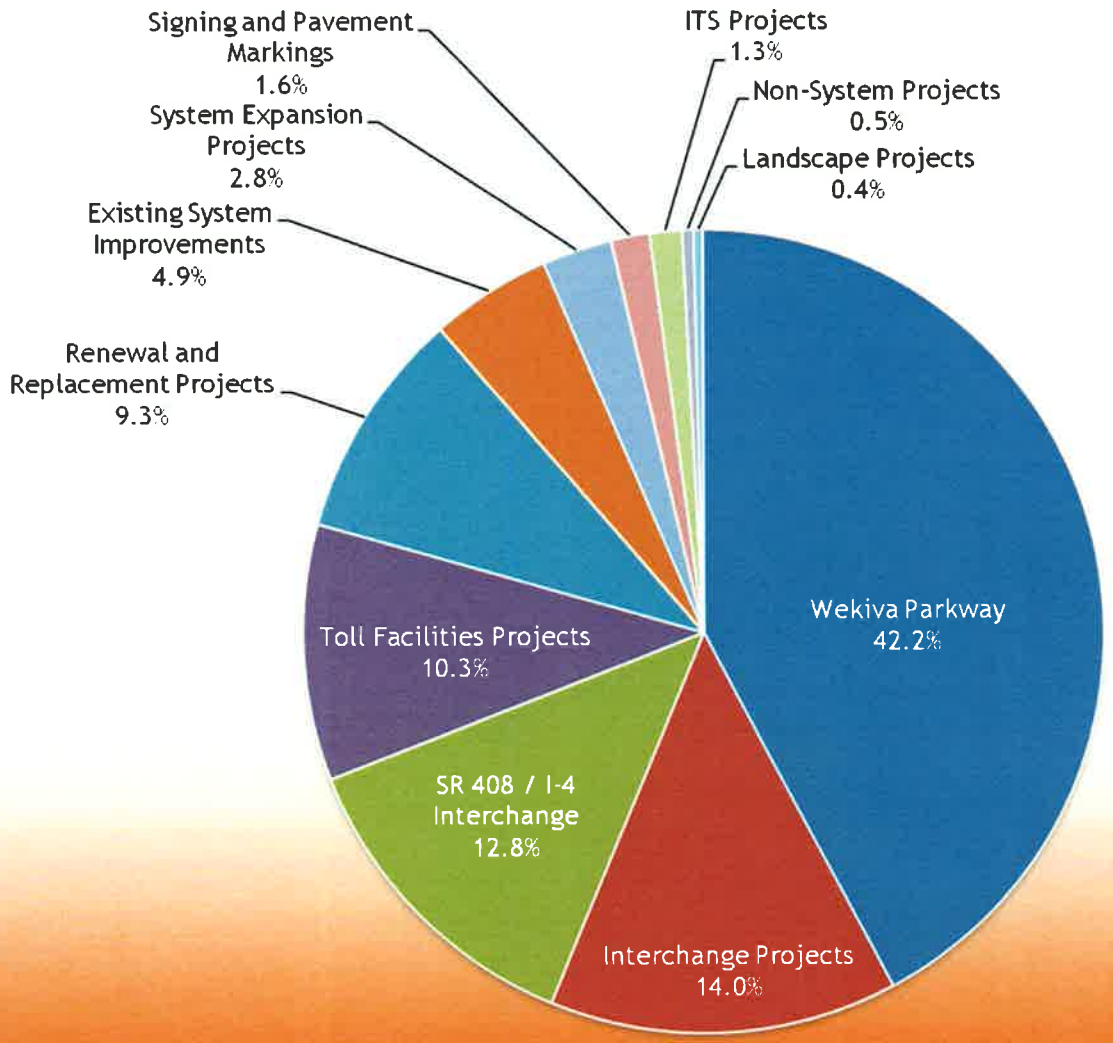

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Update on Wekiva Parkway Plan of Finance
November 13, 2014

FY15-19 Work Plan Totals

Project Cost Summary ($000's)	Fiscal Year					
Category	2014/15	2015/16	2016/17	2017/18	2018/19	Totals
Existing System Improvements	12,706	14,061	12,188	811	18,183	57,949
System Expansion Projects	115,323	115,212	42,773	107,593	153,222	534,123
Interchange Projects	84,205	81,575	2,051	75,500	75,500	318,831
Toll Facilities Projects	22,399	32,643	27,930	29,738	8,891	121,601
ITS Projects	6,752	5,458	2,579	171	513	15,473
Signing and Pavement Markings	7,107	4,749	3,007	1,247	2,289	18,399
Renewal and Replacement Projects	26,085	28,438	2,538	3,572	49,310	109,943
Landscape Projects	1,266	720	750	750	800	4,286
Non-System Projects	4,353	0	0	1,002	0	5,355
SUB TOTALS	280,196	282,856	93,816	220,384	308,708	1,185,960
Expected Credits	*30,250*	-	-	-	-	*30,250*
GRAND TOTALS	249,946	282,856	93,816	220,384	308,708	1,155,710

Wekiva Parkway

FY15-19 Work Plan Funding Distribution



What Is TIFIA

Federal Highway Administration and the U.S. Department of Transportation

- Transportation Infrastructure Finance and Innovation Act (TIFIA)
  - Direct loans
  - Loan guarantees
  - Standby lines of credit

TIFIA Loan Benefits

- Acceleration of CFX Wekiva Parkway sections
- Provides debt service savings
- Lower cost of debt (3.07% as of 11/5/14)
- Net present value (NPV) savings of over $100 million

Plan Of Finance - Wekiva Parkway

- Receive $191.5 million TIFIA loan
  - Bond Anticipation Notes (BANs) issued in FY 2015 to fund project costs
    - Recommended to be issued via competitive sale
  - TIFIA loan will payoff BANs in FY 2019
  - Final payment on TIFIA loan will be July 1, 2048
- Issuance of $127 million senior lien revenue bonds
- Rest of project costs funded by cash on hand
- Senior lien coverage ratio is projected to be at or above 1.60x through 2048 and second lien coverage is projected to be at or above 1.55x

Wekiva Parkway Sections

PROJECT SECTION	MAP SECTION	PROJECT LENGTH	PROJECT LIMITS	CURRENT ESTIMATED CONSTRUCTION COMPLETION	ACCELERATED ESTIMATED CONSTRUCTION COMPLETION
429-202	1A	2.30 miles	N. of US 441 to N. of Ponkan Rd.	January 2017	January 2017
429-203	1B	2.32 miles	N. of Ponkan Rd. to N. of Kelly Park Rd.	January 2017	January 2017
429-204	2B	6.49 miles	Systems Interchange N. of Haas-Ondich Rd.	July 2019	JANUARY 2018*
429-205	2A	2.04 miles	N. of Kelly Park Rd. & E. to CR 435 / Mt. Plymouth Rd.	July 2019	JANUARY 2018*
429-206	2C	1.68 miles	E. of Round Lake Rd. to Lake Co. -Orange Co. Line	July 2019	JANUARY 2018*

*Assumes the work plan is accelerated through funding from a TIFIA Loan

TIFIA-Wekiva Parkway Timeline

- August 2013 -Letter of interest for a direct loan was submitted
- May 2014 - Attended credit worthiness meeting with TIFIA staff
- October 2014 - Formally invited to submit application for TIFIA
- January 2015 - Anticipated commercial close on TIFIA Loan
- January 2015 - Issue BANs
- January 2018 - Anticipate CFX Wekiva sections complete
- July 2018 - Payoff BANs with TIFIA proceeds

Requested Action

Approval to move forward with competitive sale of Bond Anticipation Notes pending commercial close of TIFIA Loan

- Estimated Sale Date: January 2015
- Estimated Par Amount: $192 million
- Estimated Final Maturity: July 1, 2018