

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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 Hiawasse 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 Winderweede, 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.

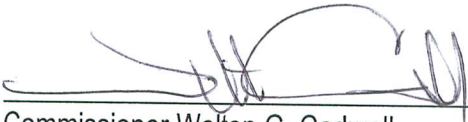
Staff was instructed to coordinate with Florida's Turnpike Enterprise to implement the speed limit increase in conjunction with one another.

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 Nov. 13, 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, www.expresswayauthority.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

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

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

E. REPORTS

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

F. REGULAR AGENDA ITEMS

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

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

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

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

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

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

**CONSENT AGENDA
October 9, 2014**

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11. Approval for Disposal/Donation of Inventory Items

LEGAL

12. Approval of Contract Renewal with Winderweede, 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)
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TOLL OPERATIONS

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EXHIBIT “A”

CONSENT AGENDA

October 9, 2014

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CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

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

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

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

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

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

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

Attachment

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

SR 408 Sign Structure Truss #193 Replacement

Project 408-992

25-560-408-56540

Occurred on 3/18/14

Replaced on 7/25/14

	Department	Contract No.	Contractor	Services	Total Cost	
1	Construction/ Maintenance	000974	Ardaman	Materials Testing	\$ 846.25	Paid
2	Construction/ Maintenance	000976	Mehta	CEI Services	\$ 1,254.75	pending
3	Construction/ Maintenance		United Signs and Signals	Sign Structure Replacement	\$ 93,806.00	paid
4	Construction/ Maintenance	PO 003452	Stoney Brook	Fabrication	\$ 43,961.00	paid
5	Construction/ Maintenance	000988	Ayers	Post Construction Sign Inspection	\$ 3,325.44	pending
					\$ 143,193.44	

6	Engineering	000820	Atkins	GEC Services	\$ 11,341.77	paid
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7	Expressway Operations	000720	Transcore	Temporary/Portable DMS's	\$ 10,451.52	paid
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8	Toll Operations			Lost Toll Revenue	\$ 7,020.99	
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GRAND TOTAL:

\$ 172,007.72

Excerpt from Procurement Policy:


XII. EXEMPTIONS FROM COMPETITIVE PROCUREMENT PROCESSES

To the extent indicated, the following are exempt from the competitive requirements of this Policy.

- A. Regulated Services: Telephone, electricity, natural gas and water, or similar services where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.
- B. Maintenance Agreements: Includes maintenance of computers and related equipment, software, copiers, faxes and other related office equipment, servers, network switches and firewalls, when there is reasonable basis to conclude that such agreements are in the Authority's best interest.
- C. P-Card Purchases up to the limit for Procurement Level 1. (***\$0 - \$999.99***) (Highlighting added)
- D. Petty cash purchases made in accordance with established Authority procedures.
- E. Dues and memberships in trade or professional organizations.
- F. Subscriptions for periodicals, advertisements and postage.
- G. Paralegal services, appraisal services, mediator, hearing officer, expert witnesses, court reporters and attorney engagement letters up to the limit for Procurement Level 4. (***\$25,000 - \$49,999.99***) (Highlighting added)
- H. Abstracts of titles for real property; title insurance for real property; real property.
- I. Copyrighted materials; patented materials.
- J. Art and artistic services.
- K. Job-related travel; seminars; tuition; registration fees and training.
- L. Purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- M. Single Source and Sole Source Purchases.
- N. ***Emergency Purchases: The Director of Procurement (or higher authority in the absence of the Director of Procurement) is authorized to approve emergency purchases up to the limit for Procurement Level 4. Emergency Purchases at Procurement Level 5 (\$50,000 and up) require approval by the Executive Director (or his designee). All Emergency Purchases at Procurement Level 5 shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting, if possible.*** (Highlighting added)

MEMORANDUM

TO: Claude Miller, Director Procurement
FROM: Joseph A. Berenis, Deputy Executive Director
DATE: August 18, 2014
SUBJECT: Approval of Level 5 Emergency Purchase for Sign Truss #193



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

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

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

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

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

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

Claude Miller, Director Procurement
August 18, 2014
Page 2

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

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

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

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

cc: Ben Dreiling
Joseph L. Passiatore

BIL JRM

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

DUE May 16, 2016 1:00 PM

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

Company Name

United Signs & Signals, Inc.

Signature



Date

5/16/14

Carrie Baker

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

Ben,

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

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

All material melted and manufactured in USA.

Current lead time for submittals: 2-3 weeks after receipt of written purchase order. We will need field span length verification before submittals preparation.

Current fabrication lead time: 5-7 weeks after receipt of approved drawings.

Finish: galvanized.

Feel free to contact me if you have any questions

Thank you

Marek

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

Marek,

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

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

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

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

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

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

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

Thank you,

Ben Dreiling, P.E.

Director of Construction and Maintenance

(407) 468-7581

--
Marek Hyrycz
Vice President

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

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

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

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

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

LEASE AGREEMENT

BASIC PROVISIONS

DATE OF LEASE: October 18, 2014

EFFECTIVE DATE: The date that duplicate originals of this Lease have been executed in their final form by both parties and delivered to both parties.

LANDLORD: Central Florida Expressway Authority, a body politic and agency of the State of Florida

TENANT: Stantec Consulting Services, Inc., a New York Corporation

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

CONTENTS: The parties agree that the Premises have been delivered to the Tenant with the items set forth on Exhibit "B" attached hereto and incorporated by reference herein (the "Contents"). Tenant shall maintain the Contents in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

LEASE TERM: The term of this lease shall commence on October 18, 2014, and end on October 17, 2016, or unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). Notwithstanding anything to the contrary contained herein, to the extent of any inconsistency between the terms of this Lease and the hereafter defined Contract, the Contract shall control and govern.

RENEWAL OPTION: There shall be two (2) renewal options of one year each.

RENT

DURING LEASE TERM: In consideration of the services to be provided by Tenant in connection with that certain Contract by and between Landlord and Tenant, dated October 9, 2014 (the "Contract"), rent during the Term shall be zero dollars (\$0.00) per month. It being acknowledged by the parties that said services are being performed by Tenant at such prices fixed in said Contract, in part, based on Landlord providing office space to Tenant.

APPROXIMATE FLOOR AREA: 250 square feet (Third Floor)

PERMITTED USES: Tenant shall use the Premises for professional office use in connection with the services to be provided under the Contract and shall not use or permit the Premises to be used for any other purposes without the prior written consent of Landlord. Tenant shall maintain the Premises in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

**MINIMUM GENERAL
LIABILITY INSURANCE
COVERAGE:**

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

NOTICE ADDRESSES:

Notices to Landlord shall be sent to:

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

With Copy To:

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

Notices to Tenant shall be sent to:

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

With Copy To:

**CONDITION OF
PREMISES:**

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

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

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

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

“LANDLORD”

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:

Darleen Mazzillo, Executive Assistant

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

Date: _____, 2014

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

By: _____

Printed Name: _____

Date: _____, 2014

Witnesses To Tenant

“TENANT”

STANTEC CONSULTING SERVICES, INC., a New York
Corporation

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

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GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

9. REPAIRS.

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

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

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

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

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

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

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

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

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

14. LIABILITY AND PROPERTY INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

FLOOR PLAN SHOWING LOCATION OF PREMISES

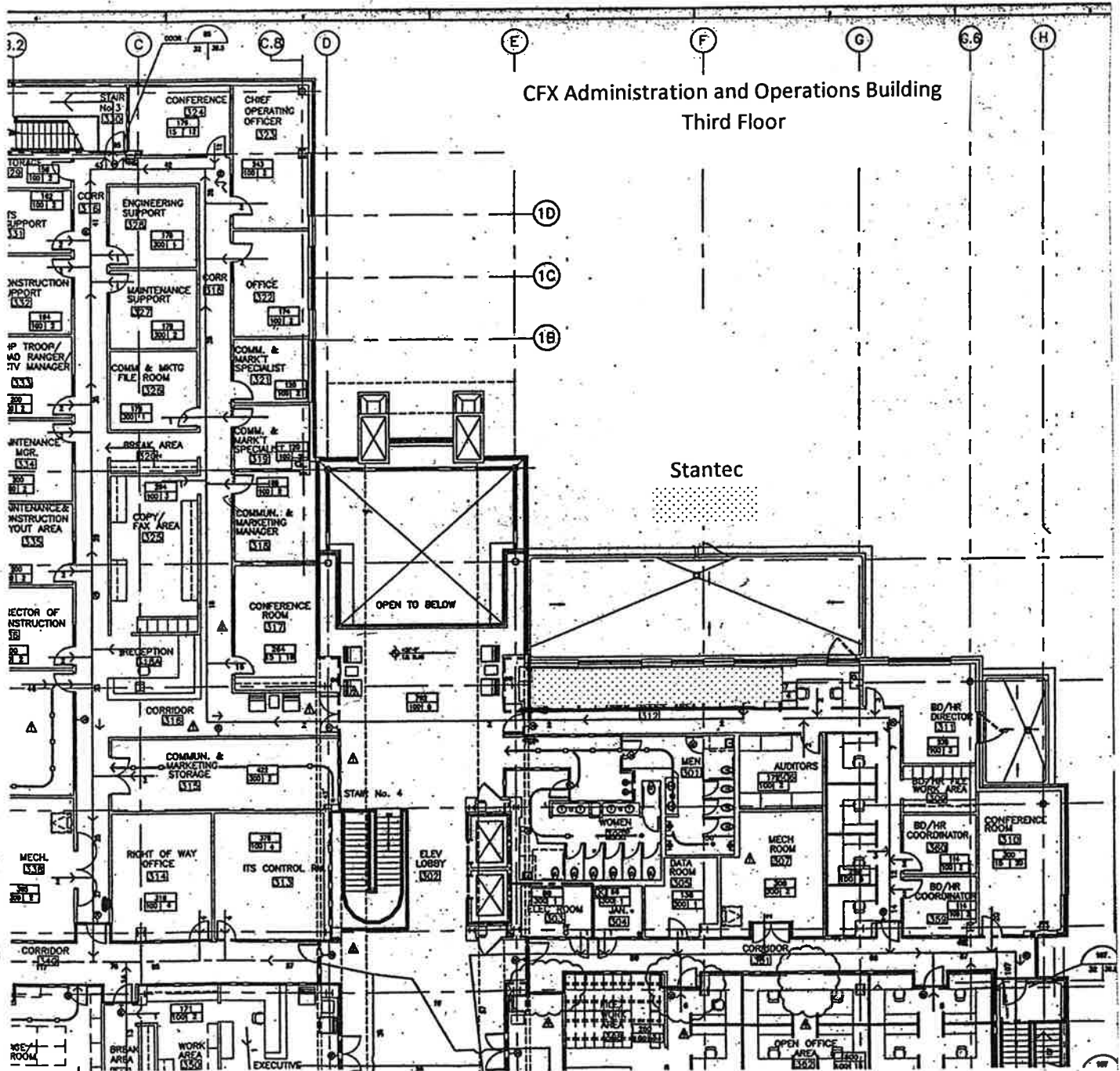


EXHIBIT "B"

LIST OF CONTENTS

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

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

Desk Chairs (4)

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

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

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

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish Construction Management Consultant (CMC) services required by the AUTHORITY. The AUTHORITY has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by the AUTHORITY may include, but are not necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

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

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

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

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

4.0 PROFESSIONAL STAFF

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

5.0 SUBLETTING AND ASSIGNMENT

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

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

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

6.0 SERVICES TO BE PROVIDED

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

7.0 COMPENSATION

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

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

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

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

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

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

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

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

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

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty.

It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 6.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do

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

11.0 ADJUSTMENTS

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

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

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

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.0 COMMUNICATIONS

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

17.0 STANDARD OF CONDUCT

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

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

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

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

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

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This contract was awarded by the Authority's Board of Directors at its meeting on July 10, 2014.

STANTEC CONSULTING SERVICES, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for the AUTHORITY

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

1.0 PURPOSE

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

2.0 OVERVIEW OF SCOPE OF SERVICES

- 2.1 The CMC shall provide a resource pool of technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under the Contract are effectively and efficiently carried out. Services to be provided by the CMC include, but are not necessarily limited to, construction program management and independent oversight of construction process and the construction engineering and inspection consultants (CEI) hired by the Authority.
- 2.2 The Authority will request CMC services on an as-needed basis. Services to be provided will be initiated and completed as directed by the Authority's Director of Construction and Maintenance. The Authority does not guarantee that any or all of the services described herein will be assigned during the term of the Agreement. Further, the CMC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.
- 2.3 The Authority may, at its discretion, provide the CMC with a description of roadway and bridge construction projects the Authority intends to assign to the CMC on a recurring 12 month period following the commencement of this Contract. Based on the number of projects assigned and the level of service required, the CMC shall prepare and submit to the Director of Construction and Maintenance a budget for the year including a staffing plan (by classification), man-hour estimate and price proposal for labor (using approved hourly rates) and expenses. Once negotiations have been completed and a budget amount is agreed upon for the year, a "Letter of Authorization" will be issued by the Director of Construction and Maintenance specifying the staffing levels, projects to be assigned and the agreed budget amount. This process will be followed each year thereafter, during the term of the Agreement including options.

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

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

3.0 DEFINITIONS

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

- 3.1 **Authority** - The Central Florida Expressway Authority.
- 3.2 **Claim** - A request for adjustment in Contract time or price, change order requests, proposal requests open to challenge and a matter in dispute.
- 3.3 **Construction Contract** - The construction work awarded under separate contract by the Authority to a contracting firm or firms.
- 3.4 **Construction Contractor** – The construction firm awarded a contract to do the construction work constituting a project.
- 3.5 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by the Authority to observe the progress and quality of the Work being performed by the Construction Contractor. The CMC is tasked with oversight of the services provided by the CEI. The CMC may be tasked with providing management and guidance of the CEI Consultant.
- 3.6 **Construction Management Consultant (CMC)** - The firm with whom the Authority has entered into the Contract to provide Construction Management services.
- 3.7 **Contract (Agreement)** - The written agreement between the Authority and the CMC setting forth the obligations of the parties thereto.
- 3.8 **Contract Documents** – The Agreement with attachments and any Supplemental Agreements required to complete the Services.
- 3.9 **Director of Construction and Maintenance** - Director of Construction and Maintenance employed by the Central Florida Expressway Authority, acting directly or through an authorized representative.

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

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

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

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

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

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

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

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

3.18 **State** - State of Florida

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

4.0 CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANTS

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

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

5.0 CONSTRUCTION CONTRACT ADMINISTRATION

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

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

Document control including filing system and appropriate forms.

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

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

CEI procedures and reporting.

Construction document interpretations and modifications.

Owner-furnished materials procedures.

Claims and disputes (with Disputes Resolution Board Process)

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

Independent assurance/quality assurance/quality control.

Project closeout.

Post-construction activities.

Feedback system.

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

6.0 GEOTECHNICAL SERVICES

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

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

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

7.0 COST ESTIMATES AND SCHEDULING

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

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

8.0 UTILITY/ENVIRONMENTAL COORDINATION

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

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

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

9.0 CLAIMS/DISPUTES EVALUATION AND RESOLUTION

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

10.0 INDEPENDENT ASSURANCE OF QUALITY CONTROL REQUIREMENTS

- 10.1 The quality of workmanship required for each construction project is established in the construction contract documents. Construction specifications define the qualitative requirements for products, materials and workmanship upon which the construction contract is based. Tolerances are specified for certain construction items. In the absence of a specified tolerance, industry standards should be used.
- 10.2 The CEI will be responsible to develop, prepare and implement a process to review, evaluate and enforce the qualitative requirements of the construction specifications. The intent and goal of the process will be to assure that defects are avoided from the beginning of the work.
- 10.3 The CMC shall provide independent assurance to the Authority that the CEI's process to review and evaluate qualitative requirements established by the construction specifications is being applied consistent with good engineering practices and that enforcement measures, if required, are sufficient to assure compliance by the Construction Contractor.

11.0 SURVEY

The CMC, if requested, shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the Construction Contractor's survey layout work.


12.0 PLANS REVIEWS

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

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

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

13.0 CMC'S OFFICE AND EQUIPMENT

- 
- 13.1 The CMC shall establish a central office for core staff and administration personnel within the Authority's Headquarters building. The Authority will provide office space to the CMC including desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software and printers, telephones, copy machines, fax machine and electronic equipment. The CMC shall execute a Zero Dollar Lease with the Authority covering the office space to be provided.
 - 13.2 Individual field offices for the CEI's resident engineers and staff will be established by the CEI based on the Construction Contract Administration Procedure Guide.
 - 13.3 Expenses for operation of the CMC's office such as stamps, postal costs, permits, inspections, survey books, etc., will be the responsibility of the CMC.
 - 13.4 The CMC shall furnish equipment including vehicles, tools, cell phones, etc., to carry out its responsibilities as required by this Scope of Services.
 - 13.5 All equipment and supplies mentioned herein and other articles of the Contract furnished by the CMC shall remain the property of the CMC.
 - 13.6 The CMC shall retain responsibility for risk of loss or damage to its office content, furnishings and equipment during performance of the Contract.

14.0 OTHER SERVICES

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

- 14.1.1 The CMC shall, upon review, approval and written authorization by the Authority, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- 14.1.2 The CMC shall, upon written request by the Authority, assist in preparing for Dispute Resolution Board meetings, arbitration hearings or litigation that occur during the term of the Contract in connection with the projects covered by the Contract.
- 14.1.3 The CMC shall, upon written request by the Authority, provide qualified engineers, architects, technicians and other personnel, as required, to serve as witnesses, provide exhibits and otherwise assist the Authority in any litigation or arbitration hearings in connection with the project contracts.
- 14.1.4 The CMC shall, upon written request by the Authority, provide off-site inspection services.

15.0 POST CONSTRUCTION CLAIMS REVIEW

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

16.0 TERM OF CONTRACT

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

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

END OF SCOPE OF SERVICES


LEASE AGREEMENT

BASIC PROVISIONS

DATE OF LEASE: August 1, 2014

EFFECTIVE DATE: The date that duplicate originals of this Lease have been executed in their final form by both parties and delivered to both parties.

LANDLORD: Orlando-Orange County Expressway Authority, a body politic and agency of the State of Florida

 **TENANT:** Xerox State & Local Solutions, Inc.

PREMISES: Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein. The physical address for the building within which the Premises is located is 4974 ORL Tower Road, Orlando, FL 32807.

CONTENTS: The parties agree that the Premises have been delivered to the Tenant with the items set forth on Exhibit "B" attached hereto and incorporated by reference herein (the "Contents"). Tenant shall maintain the Contents in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear and Landlord's negligent acts excepted.

LEASE TERM: The term of this lease shall commence on August 1, 2014, and end on July 31, 2015, or unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). Notwithstanding anything to the contrary contained herein, to the extent of any conflict between the terms of this Lease and the hereafter defined Contract, the Contract shall control and govern.

RENEWAL OPTION: Subject to the terms and provisions of this Lease and the renewal of the hereafter defined Contract, there shall be five (5), one (1) year renewal options ("Renewal Option"), provided each Renewal Option is exercised by written notice to the Landlord at least thirty (30) days prior to the expiration of the Term or the applicable Renewal Option period. Any extension beyond the fifth Renewal Option shall require the Landlord and Tenant to enter into a new lease agreement.

LEASE AGREEMENT

BASIC PROVISIONS

DATE OF LEASE: June 26, 2014

EFFECTIVE DATE: The date that duplicate originals of this Lease have been executed in their final form by both parties and delivered to both parties.

LANDLORD: Orlando-Orange County Expressway Authority, a body politic and agency of the State of Florida.

→ TENANT: Florida Toll Services, a joint venture of URS Energy and Construction, Inc. an Ohio Corporation and Alltech, Inc., a Parsons Brinckerhoff Company, a Delaware Corporation.

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

CONTENTS: The parties agree that the Premises have been delivered to the Tenant with the items set forth on Exhibit "B" attached hereto and incorporated by reference herein (the "Contents"). Tenant shall maintain the Contents in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

LEASE TERM: The term of this lease shall commence on June 26, 2014, and end on June 25, 2015, or unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). Notwithstanding anything to the contrary contained herein, to the extent of any inconsistency between the terms of this Lease and the hereafter defined Contract, the Contract shall control and govern.

RENEWAL OPTION: There shall be no renewal options. Any extension beyond the Term shall require the Landlord and Tenant to enter into a new lease agreement.

RENT
DURING LEASE TERM: In consideration of the services to be provided by Tenant in connection with that certain Contract by and between Landlord and Tenant, dated July 1, 2005 (the "Contract") and renewed on October 23, 2013, rent during the renewal period shall be zero dollars (\$0.00) per month. It being acknowledged by the parties that said services are being performed by Tenant at such prices fixed in said Contract, in part, based on Landlord providing office space to Tenant.

APPROXIMATE
FLOOR AREA: 1,511 square feet (First Floor)
5,938 square feet (Second Floor)

PERMITTED USES: Tenant shall use the Premises for professional office use in connection with the services to be provided under the Contract and shall not use or permit the Premises to be used for any other purposes without the prior


CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

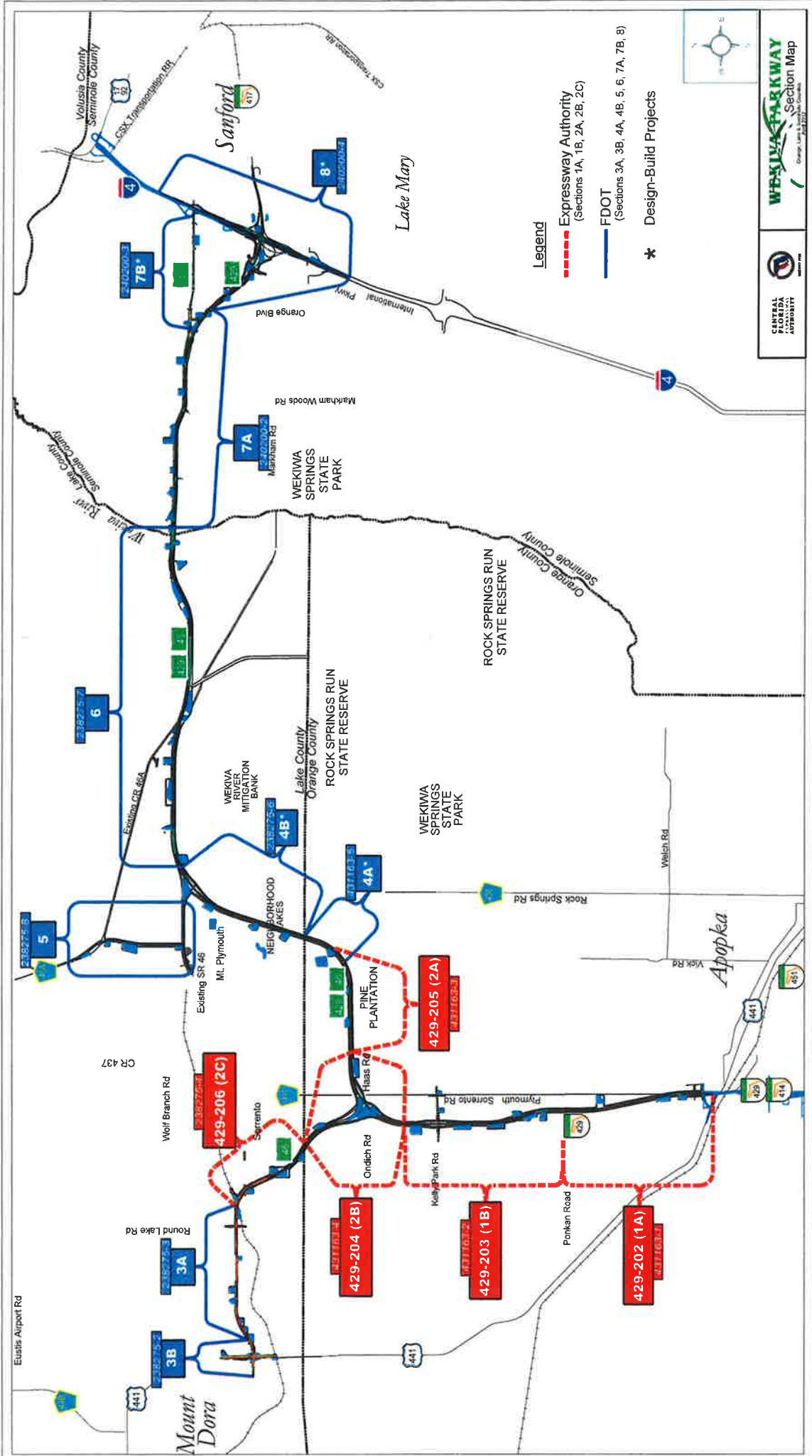
DATE: September 23, 2014

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

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

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

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

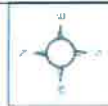


Legend

--- Expressway Authority
(Sections 1A, 1B, 2A, 2B, 2C)

--- FDOT
(Sections 3A, 3B, 4A, 4B, 5, 6, 7A, 7B, 8)

***** Design-Build Projects



WEKIWA PARKWAY
Section Map
Orange, Lake & Volusia Counties
April 2018


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

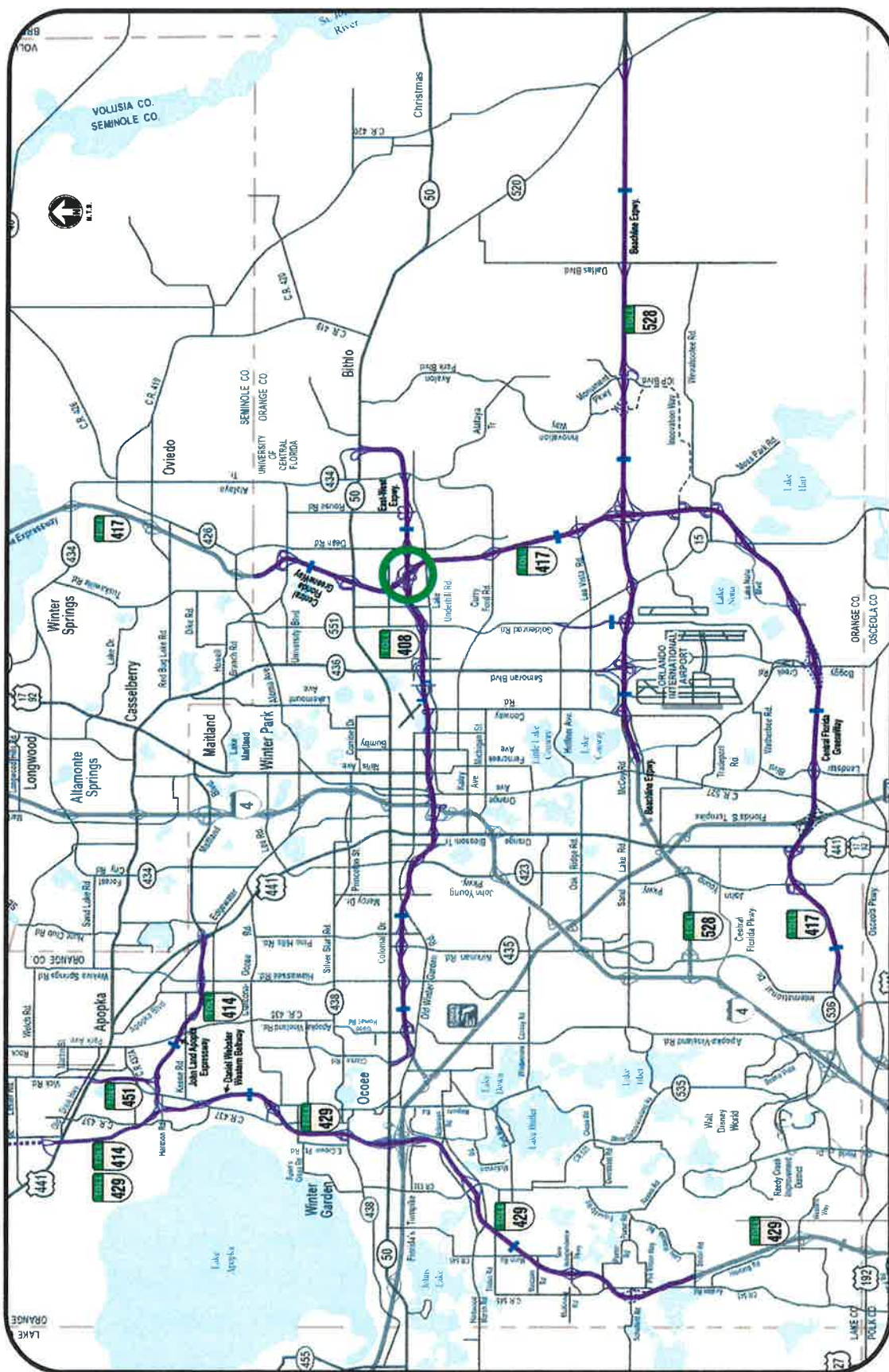
DATE: September 23, 2014

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

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

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

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



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


CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

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

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

Bid results were as follows:

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

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

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

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

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

MEMORANDUM

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

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

Robert Johnson
Manager of Procurement

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

DATE: September 17, 2014

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

<u>Bidder</u>	<u>Bid Amount</u>
1. Commercial Companies, Inc.	\$5,177,540.00
2. Groundtek of Central Florida, Inc.	\$6,640,402.74

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

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

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

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

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

Accept Recommendation ☒ Reject Recommendation ☐

Joseph A. Beerna
Interim Executive Director

If rejected, reason(s) for rejection:

CONTRACT

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

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

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

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

COMMERCIAL COMPANIES, INC.

By: _____

Print Name: _____

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

MEMORANDUM OF AGREEMENT

PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING September 18, 2014

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

WITNESSETH THAT:

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

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING

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

2. PROCEDURES

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

3. ITEMS DISCUSSED AND AGREED TO

- A. *The Contractor acknowledged that although no dollar amount was listed for SR 414 Annual Pine Straw bark mulch application in the submitted bid form, the costs to provide the services are included in the Contract total bid.*
- B. *If required due to a lack of previous maintenance prior to Contract start, clean-up of the existing limits of work (including weeding, litter/debris removal, mowing/ edging/ trimming, etc.) will be performed by the Contractor as directed by the CFX Landscape Architect at a negotiated price, and paid for from the Work Order/ New Construction Allowance.*
- C. The requested start date of Monday, November 3, 2014 is approved contingent upon CFX Board Approval and successful execution of the Contract documents.

4. EXECUTION

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:



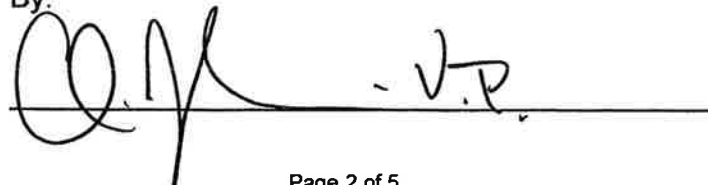
BVD
Bernard V. Dreiling, P.E.
Director of Construction and Maintenance



Witness

Commercial Companies, Inc.

By:



Collin Johnson
Vice President


Witness

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

ATTACHMENT A

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

LIST OF ATTENDEES

[Date of Meeting]

NAME	ADDRESS	PHONE/FAX
1 Colin Johnson	1555X Dopey Dr. Lake Buena Vista, P.O. Box 22050 FL 32830	407-938-9600
2 Donnie Veary	"	407-938-9600
3 BEN BAKER	462 S. KELLER ROAD ORLAND, FL 32810	407-806-4272
CHRIS BLOODWELL	CFX	407-625-8625
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

CHANGES TO THE PROPOSAL

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

CHANGES TO THE SCOPE OF SERVICES

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

END OF ADDENDUM NO. 1

S.R. 528 (Beach Line Expressway)						
Turf Management Costs						
	Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty		Total Cost / 3 Years
1.	Mowing, Edging, Trimming, Clipping Clean Up					
A.	Main Toll Plazas (40 Cycles)	50,500 sf	120	6,060,000 sf	\$	
2.	Litter Removal					
A.	Main Toll Plazas (40 Cycles)	50,500 sf	120	6,060,000 sf	\$	
3.	Insect/Disease Control					
A.	Main Toll Plazas - Fireants	50,500 sf	51	2,575,500 sf	\$	
4.	Weed Control					
A.	"No-Mow" Areas (3 cycles)					
A.1	S.R. 528 / Tradeport Drive	15,000 sf	9	135,000 sf	\$	
A.2	S.R. 528 / S.R. 417 Interchange	61,000 sf	9	549,000 sf	\$	
A.3	S.R. 528 / Goldenrod Rd	214,500 sf	9	1,930,500 sf	\$	
A.4	S.R. 528 / Dallas Blvd.	34,500 sf	9	310,500 sf	\$	
5.	Fertilization					
A.	Toll Plazas (16-0-8) (1 cycle)	50,500 sf	3	151,500 ea	\$	
B.	Fertilizer Analysis (16-0-8) (1 test)	1 ea	3	3 ea	\$	
S.R. 528 Turf Management Total / 3 Years						\$ 0.00
Landscape Maintenance Costs						
	Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty		Total Cost / 3 Years
1.	3 Week Maintenance (17 cycles)					
	Weeding, Pruning, Staking, Litter / Debris Removal (17 cycles)	1,746,000 sf	51	89,046,000 sf	\$	
2.	Pruning					
A.	Shrub - Annual (1 cycle)	1,425,000 sf	3	4,275,000 sf	\$	
B.	Palms (2 cycles)	22 ea	6	132 ea	\$	
C.	Crape Myrtles (1 cycle)	3 ea	3	9 ea	\$	
3.	Fertilization					
A.	Fertilizer Analysis (13-2-13) (3 tests)	3 ea	9	27 ea	\$	
B.	Ornamental Trees & Shrubs (13-2-13) (3 cycles)	1,746,000 sf	9	15,714,000 sf	\$	
C.	Plumbago & Dune Sunflower (10-30-20) (6 cycles)	193,500 sf	18	3,483,000 sf	\$	
4.	Weed Control					
A.	Pre-Emergence Herbicide to Beds / Tree Rings (Pennant, Gallery) (2 cycles)	1,746,000 sf	6	10,476,000 sf	\$	
5.	Mulch Application					
A.	Pine Straw Mulch to Planting Beds & Tree Rings (1 cycle)	189,500 sy	3	568,500 sy	\$	
B.	Bark Mulch to Beds / Tree Rings at Toll Plazas, Ramp Toll Booths (1 cycle)	4,000 sy	3	12,000 sy	\$	
6.	Insect/Disease Control					
A.	Fireant Control (Extinguish) (17 cycles)	1,746,000 sf	51	89,046,000 sf	\$	
B.	Cord Grass, Fakahatchee Grass, Dwarf Fakahatchee Grass, Gulf Muhly Grass, Vetiver Grass (Ultra-Fine Oil) (1 cycle)	985,000 sf	3	2,955,000 sf	\$	
C.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas (Ultra-Fine Oil) (2 cycles)	11,500 sf	6	69,000 sf	\$	
D.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Dune Sunflower (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	20,500 sf	12	246,000 sf	\$	
E.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Dune Sunflower (mixture of 'Cleary's 3336' with 'Flowable Macozab') (4 cycles)	20,500 sf	12	246,000 sf	\$	
F.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Dune Sunflower (Heritage) (2 cycles)	20,500 sf	6	123,000 sf	\$	
G.	All Plant Material (except ornamental grasses) at Main Toll Plazas and Oleander, Fakahatchee, Coontie, Fire Bush, Confederate Jasmine, and Plumbago (Merit 2F) (2 cycles)	491,500 sf	6	2,949,000 sf	\$	
H.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Plumbago (Conserve SC) (2 cycles)	195,000 sf	6	1,170,000 sf	\$	
I.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Plumbago (Ardent) (1 cycle)	195,000 sf	3	585,000 sf	\$	
J.	All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Plumbago (Tristar & Lure) (1 cycle)	195,000 sf	3	585,000 sf	\$	
K.	Confederate Jasmine (Ultra-Fine Oil) (2 cycles)	21,500 sf	6	129,000 sf	\$	
L.	Confederate Jasmine (Ardent) (2 cycles)	21,500 sf	6	129,000 sf	\$	
M.	Coontie (Ultra-Fine Oil) (4 cycles)	7,500 sf	12	90,000 sf	\$	
N.	Fakahatchee Grass, Dwarf Fakahatchee Grass, Vetiver Grass - 2nd Prune (Ardent) (2 cycles)	220,000 sf	6	1,320,000 sf	\$	
O.	Oleander (Ultra-Fine Oil) (1 cycle)	134,000 sf	3	402,000 sf	\$	
P.	Oleander and Fire Bush (Bifen IT) (2 cycles)	150,000 sf	6	900,000 sf	\$	
Q.	Plumbago (Ultra-Fine Oil) (2 cycles)	157,000 sf	6	942,000 sf	\$	
R.	Crape Myrtles (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	3 ea	12	36 ea	\$	
S.	Crape Myrtles (Heritage) (2 cycles), (mixture of 'Cleary's 3336' with 'Flowable Macozab') (2 cycles)	3 ea	12	36 ea	\$	
T.	Crape Myrtles (Merit 2F) (2 cycles)	3 ea	6	18 ea	\$	
U.	Crape Myrtles (Tristar) (2 cycles)	3 ea	6	18 ea	\$	
V.	Magnolias (Kocide 101) (2 cycles)	95 ea	6	570 ea	\$	
W.	Magnolias (Ultra-Fine Oil &	95 ea	9	855 ea	\$	
X.	Pindo Palms - (Subdue Maxx) (4 cycles)	22 ea	12	264 ea	\$	
Y.	Pindo Palms - (Banrot 40WP) (4 cycles)	22 ea	12	264 ea	\$	
Z.	Pindo Palms - (Merit 2L) (2 cycles)	22 ea	6	132 ea	\$	
7.	Irrigation System					
A.	Inspection & Maintenance at (1) Main Toll Plaza (1 per month)	1 ea	36	36 ea	\$	
B.	Report (1 per month)	1 ea	36	36 ea	\$	
S.R. 528 Landscape Maintenance Total / 3 Years						\$ 0.00

S.R. 429 / S.R. 451 (Daniel Webster Western Beltway)					
Turf Management Costs					
Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty		Total Cost / 3 Years
1. Mowing, Edging, Trimming, Clipping Clean Up					
A. Main Toll Plazas (40 Cycles)	445,000 sf	120	53,400,000 sf	\$	
2. Litter Removal					
A. Toll Plazas (40 Cycles)	445,000 sf	120	53,400,000 sf	\$	
3. Insect Control					
A. Toll Plazas - Fireants (Extinguish) (17 cycles)	445,000 sf	51	22,695,000 sf	\$	
4. Weed Control					
A. "No-Mow" Areas (3 cycles)					
A.1 SR 451 / SR 441 - East & West Slopes	80,000 sf	9	720,000 sf	\$	
A.2 Pond buffers @ West 429 / SR 50 R.O.W.	32,000 sf	9	288,000 sf	\$	
A.3 Buffer @ East 429 / SR 50 R.O.W.	37,000 sf	9	333,000 sf	\$	
A.4 SR 50 Interchange Slopes	255,000 sf	9	2,295,000 sf	\$	
A.5 Florida Turnpike - Stoney Brook West Rd	160,000 sf	9	1,440,000 sf	\$	
A.6 Stoney Brook West Rd - SR 535	86,000 sf	9	774,000 sf	\$	
A.7 SR 535 - Independence MTP	11,000 sf	9	99,000 sf	\$	
5. Fertilization					
A. Main Toll Plazas (16-0-8) (1 cycle)	445,000 sf	3	1,335,000 sf	\$	
S.R. 429 / S.R. 451 Turf Management Total / 3 Years					\$ 0.00
Landscape Maintenance Costs					
Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty		Total Cost / 3 Years
1. 3 Week Maintenance (17 cycles)					
Weeding, Pruning, Staking, Litter / Debris Removal	2,154,500 sf	51	109,879,500 sf	\$	
2. Pruning					
A. Shrub - Annual (1 cycle)	1,741,000 sf	3	5,223,000 sf	\$	
B. Palms (2 cycles)	220 ea	6	1,320 ea	\$	
C. Crepe Myrtles (1 cycle)	125 ea	3	375 ea	\$	
3. Fertilization					
A. Ornamental Trees & Shrubs (13-2-13) (3 cycles)	2,154,500 sf	9	19,390,500 sf	\$	
B. Plumbago, Lantana, Dune Sunflower (10-30-20) (6 cycles)	286,000 sf	18	5,148,000 sf	\$	
4. Weed Control					
A. Pre-Emergence Herbicide to Beds / Tree Rings (Pennant, Gallery) (2 cycles)	2,154,500 sf	6	12,927,000 sf	\$	
5. Mulch Application					
A. Pine Straw Mulch to Planting Beds & Tree Rings (1 cycle)	212,000 sy	3	636,000 sy	\$	
B. Bark Mulch to Beds / Tree Rings at Toll Plazas, Ramp Toll Booths (1 cycle)	27,000 sy	3	81,000 sy	\$	
6. Insect/Disease Control					
A. Fireant Control (Extinguish) (17 cycles)	2,154,500 sf	51	109,879,500 sf	\$	
B. Cord Grass, Fakahatchee Grass, Gulf Muhly Grass (Ultra-Fine Oil) (1 cycle)	1,100,000 sf	3	3,300,000 sf	\$	
C. All Plant Material (except ornamental grasses) at Main Toll Plazas (Ultra-Fine Oil) (2 cycles)	14,500 sf	6	87,000 sf	\$	
D. All Plant Material (except ornamental grasses) at Main Toll Plazas, Lantana, and Dune Sunflower (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	16,000 sf	12	192,000 sf	\$	
E. All Plant Material (except ornamental grasses) at Main Toll Plazas, Lantana, and Dune Sunflower (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (4 cycles)	16,000 sf	12	192,000 sf	\$	
F. All Plant Material (except ornamental grasses) at Main Toll Plazas, Lantana, and Dune Sunflower (Heritage) (2 cycles)	16,000 sf	6	96,000 sf	\$	
G. All Plant Material (except ornamental grasses) at Main Toll Plazas and Oleander, Fakahatchee, Coontie, Fire Bush, Confederate Jasmine, Lantana, and Plumbago (Merit 2F) (2 cycles)	561,000 sf	6	3,366,000 sf	\$	
H. All Plant Material (except ornamental grasses) at Main Toll Plazas, Plumbago, and Lantana (Conserve SC) (2 cycles)	287,500 sf	6	1,725,000 sf	\$	
I. All Plant Material (except ornamental grasses) at Main Toll Plazas, Plumbago, and Lantana (Ardent) (1 cycle)	287,500 sf	3	862,500 sf	\$	
J. All Plant Material (except ornamental grasses) at Main Toll Plazas, Plumbago, and Lantana (Tristar & Lure) (1 cycle)	287,500 sf	3	862,500 sf	\$	
K. Confederate Jasmine (Ultra-Fine Oil) (2 cycles)	5,500 sf	6	33,000 sf	\$	
L. Confederate Jasmine (Ardent) (2 cycles)	5,500 sf	6	33,000 sf	\$	
M. Fakahatchee Grass, Vetiver Grass -	115,500 sf	6	693,000 sf	\$	
N. Oleander (Ultra-Fine Oil) (1 cycle)	113,500 sf	3	340,500 sf	\$	
H. Oleander (Bifen IT) (2 cycles)	113,500 sf	6	681,000 sf	\$	
O. Plumbago (Ultra-Fine Oil) (2 cycles)	283,500 sf	6	1,701,000 sf	\$	
P. Crepe Myrtles (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	125 ea	12	1,500 ea	\$	
Q. Crepe Myrtles (Heritage) (2 cycles), (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (2 cycles)	125 ea	12	1,500 ea	\$	
R. Crepe Myrtles (Merit 2F) (2 cycles)	125 ea	6	750 ea	\$	
S. Crepe Myrtles (Tristar) (2 cycles)	125 ea	6	750 ea	\$	
7. Irrigation System					
A. Inspection & Maintenance at (2)	2 ea	36	72 ea	\$	
B. Reports (1 per month)	2 ea	36	72 ea	\$	
S.R. 429 / S.R. 451 Landscape Maintenance Total / 3 Years					\$ 0.00

S.R. 414 (John Land Apopka Expressway)						
Turf Management Costs						
	Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty		Total Cost / 3 Years
1.	Mowing, Edging, Trimming, Clipping Clean Up					
A.	Toll Plazas (40 Cycles)	136,500 sf	120	16,380,000 sf	\$	
2.	Litter Removal					
A.	Toll Plazas (40 Cycles)	136,500 sf	120	16,380,000 sf	\$	
3.	Insect Control					
A.	Toll Plazas Fireants (Extinguish) (12 cycles)	136,500 sf	36	4,914,000 sf	\$	
4.	Weed Control					
A.	"No-Mow" Areas (3 cycles)					
A.1	North Roadside Buffers	248,500 sf	9	2,236,500 sf	\$	
A.2	South Roadside Buffers	172,000 sf	9	1,548,000 sf	\$	
5.	Fertilization					
A.	Toll Plazas (16-0-8) (1 cycles)	136,500 sf	3	409,500 sf	\$	
S.R. 414 Turf Management Total / 3 Years						\$ 0.00
Landscape Maintenance Costs						
	Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty		Total Cost / 3 Years
1.	3 Week Maintenance (17 cycles)					
A.	Weeding, Pruning, Staking, Litter / Debris Removal	243,000 sf	51	12,393,000 sf	\$	
B.	Pruning, Staking, Litter / Debris Removal - Buffers	420,500 sf	51	21,445,500 sf	\$	
2.	Pruning					
A.	Shrubs - Annual (1 cycle)	84,000 sf	3	252,000 sf	\$	
4.	Fertilization					
A.	Ornamental Trees & Shrubs (13-2-13) (3 cycles)	283,500 sf	9	2,551,500 sf	\$	
B.	Plumbago (10-30-20) (6 cycles)	62,000 sf	6	372,000 sf	\$	
3.	Weed Control					
A.	Pre-Emergence Herbicide to Beds / Tree Rings (Pennant, Gallery) (2 cycles)	243,000 sf	6	1,458,000 sf	\$	
5.	Mulch Application					
A.	Pine Straw Mulch to Planting Beds & Tree Rings (1 cycle)	23,500 sy	3	70,500 sy	\$	
B.	Bark Mulch to Beds / Tree Rings at Toll Plaza, Ramp Toll Booths (1 cycle)	3,500 sy	3	10,500 sy	\$	
6.	Insect/Disease Control					
A.	Fireant Control (Extinguish) (17 cycles)	243,000 sf	51	12,393,000 sf	\$	
B.	Gulf Muhly Grass (Ultra-Fine Oil)	17,500 sf	3	52,500 sf	\$	
C.	All Plant Material at Main Toll	4,500 sf	6	27,000 sf	\$	
D.	All Plant Material at Main Toll Plaza (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	4,500 sf	12	54,000 sf	\$	
E.	All Plant Material at Main Toll Plaza (mixture of Cleary's 3336' with Flowable Macozeb') (4 cycles)	4,500 sf	12	54,000 sf	\$	
F.	All Plant Material at Main Toll Plaza (Heritage) (2 cycles)	4,500 sf	6	27,000 sf	\$	
G.	All Plant Material at Main Toll Plaza and Coontie, Fire Bush, Confederate Jasmine, and Plumbago (Merit 2F) (2 cycles)	103,500 sf	6	621,000 sf	\$	
H.	All Plant Material at Main Toll Plaza and Plumbago (Conserve SC) (2 cycles)	66,500 sf	6	399,000 sf	\$	
I.	All Plant Material at Main Toll Plaza and Plumbago (Ardent) (1 cycle)	66,500 sf	3	199,500 sf	\$	
J.	All Plant Material at Main Toll Plaza and Plumbago (Tristar & Lure) (1 cycle)	66,500 sf	3	199,500 sf	\$	
K.	Confederate Jasmine (Ultra-Fine Oil) (2 cycles)	7,000 sf	6	42,000 sf	\$	
L.	Confederate Jasmine (Ardent) (2 cycles)	7,000 sf	6	42,000 sf	\$	
M.	Coontie (Ultra-Fine Oil) (4 cycles)	15,000 sf	12	180,000 sf	\$	
N.	Junipers (Torulosa, Cedar) (Ultra-Fine Oil) (2 cycles)	47 ea	6	282 ea	\$	
O.	Junipers (Torulosa, Cedar) (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	47 ea	12	564 ea	\$	
P.	Junipers (Torulosa, Cedar) (mixture of Cleary's 3336' with Flowable Macozeb') (4 cycles)	47 ea	12	564 ea	\$	
Q.	Junipers (Torulosa, Cedar) (Heritage) (2 cycles)	47 ea	6	282 ea	\$	
R.	Fire Bush (BifenIT) (2 cycles)	15,000 sf	6	90,000 sf	\$	
S.	Plumbago (Ultra-Fine Oil) (2 cycles)	62,000 sf	6	372,000 sf	\$	
T.	Magnolias (Kocide 101) (2 cycles)	1 ea	6	6 ea	\$	
U.	Magnolias (Ultra-Fine Oil & Cleary's 3336) (3 cycles)	1 ea	9	9 ea	\$	
7.	Irrigation System					
A.	Inspection & Maintenance at (1) Main Toll Plaza (1 per month)	1 ea	36	36 ea	\$	
B.	Report (1 per month)	1 ea	36	36 ea	\$	
S.R. 414 Landscape Maintenance Total / 3 Years						\$ 0.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

CHANGES TO THE SCOPE OF SERVICES

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

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

RESPONSE TO QUESTIONS RECEIVED

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

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

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

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

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

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

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

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

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

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

END OF ADDENDUM NO. 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____, as Principal and _____, a corporation, as Surety, are bound to Central Florida Expressway Authority, herein called Authority, in the sum of _____ (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____ 2014, between Principal and Authority for S.R. 528, S.R. 429, S.R. 451 and S.R. 414 Landscape Maintenance, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays Authority all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

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

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

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

Surety by _____ its _____

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

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

(Corporation must Affix Seal)

By _____

Title

Attest: _____

Secretary

(Place Surety's Corporate Seal)

Corporate Surety

By _____

Attorney-in-Fact

Agent

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

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

FOR SURETY

STATE OF FLORIDA

) ss

COUNTY OF ORANGE

)

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

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

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

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

CHANGES TO PREVIOUS ADDENDUM

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

END OF ADDENDUM NO. 3

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

1.0 PURPOSE

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

2.0 COMPENSATION

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

3.0 METHOD OF COMPENSATION

- 3.1 Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward a draft digital copy (via e-mail) of each monthly invoice to the Authority's Director of Construction and Maintenance for review. The draft invoice shall include a pay application spreadsheet and individual Change Proposal Requests (CPR's) for Work Order Allowance /New Construction Allowance payable tasks. Upon approval by the Director of Construction and Maintenance, the Contractor shall submit a signed final copy of the invoice, along with copies of the above noted documents to the Director of Construction and Maintenance for processing. The signed invoice submittal shall also include a Certification of Disbursement of Previous Payments and copies of all purchase tickets for materials used in the performance of the Contract during the month. The Authority shall provide the Contractor with digital files of the standard invoice and Certification of Disbursement forms.
- 3.2 Payment for work completed by the Contractor and accepted by the Authority under the Work Order Allowance/New Construction Allowance will be made not more than once monthly. No work paid for under the Work Order Allowance/New Construction Allowance shall be performed until written authorization is given, or forwarded via email, to the Contractor by the Director of Construction and Maintenance. Any amounts remaining in either the Work Order Allowance/New Construction Allowance upon completion and acceptance of the project remain the property of the Authority.
- 3.3 The method of payment for work completed by the Contractor and accepted by the Authority shall be in which the turf management and landscape maintenance Contract price totals (listed in the Bid Form) are divided into thirty-six (36) equal payments and paid monthly.

- 3.4 The Bid Form reflects the cost of individual maintenance tasks specified in the Contract and shall be used as a basis for payment deducts and additions.
- 3.5 The compensation for the two optional renewal periods will be determined by using the CPI-All Urban Consumers, Not Seasonally Adjusted, South Urban Area, All Items Database. The price increase or decrease for the first renewal period will be determined by the aforementioned CPI percentage between the 16th and 28th month of the Contract term and the second renewal period will be determined between the 28th and 40th month of the Contract term.
- 3.6 Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.
- 3.7 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or it's designated representative. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract or a work order is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Construction and Maintenance, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.
- 3.8 If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by the Authority, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by the Authority from any invoice or monthly billing period until such time as the Work is determined to be acceptable.

4.0 ADDITIONAL SERVICES

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

END OF SECTION

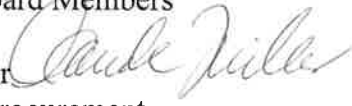
CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

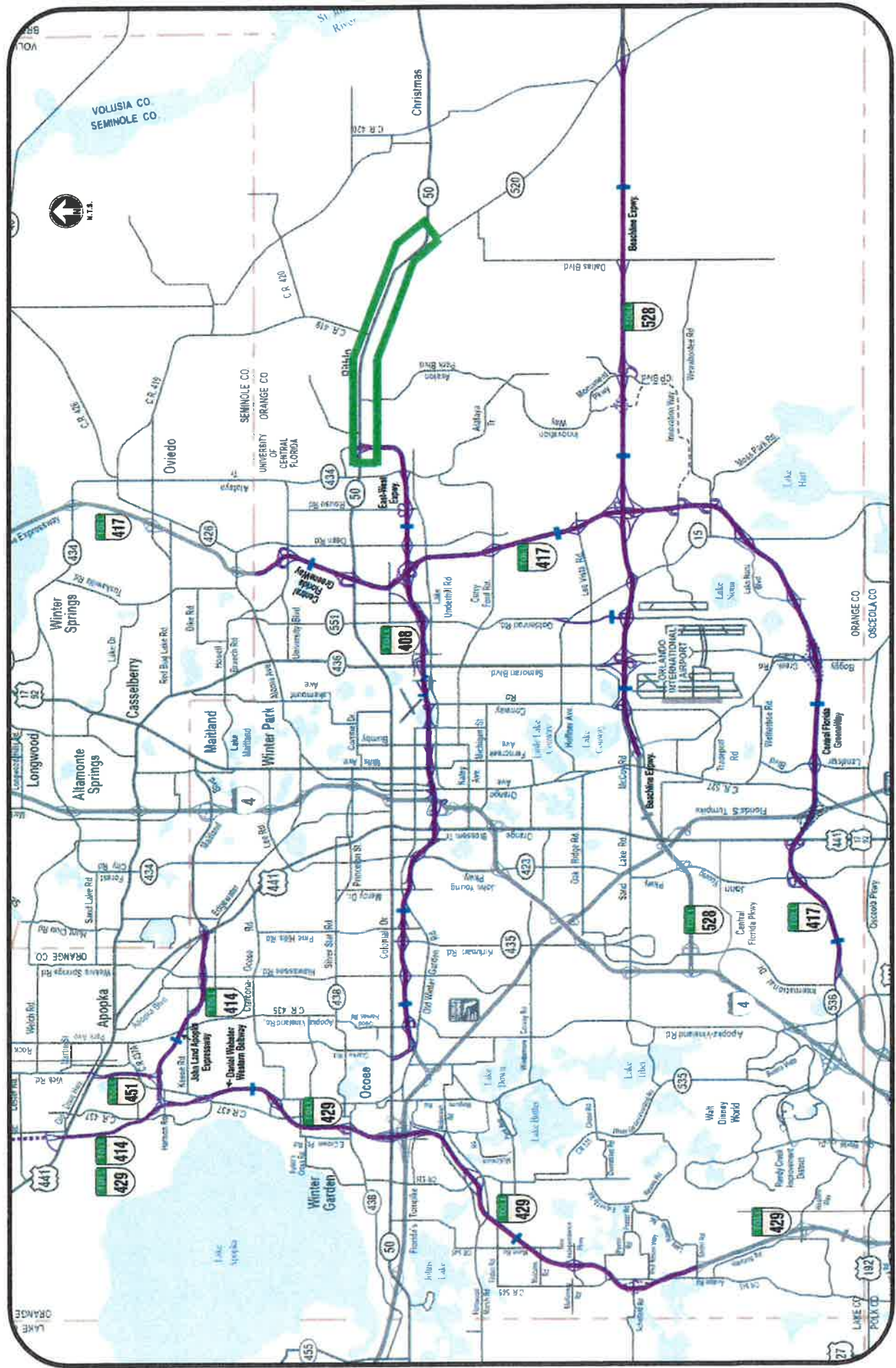
RE: Authorization to Advertise for
Letters of Interest for Professional Engineering Consultant Services
S.R. 408 Eastern Extension Project Development and Environmental Study
Contract No. 001064

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

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

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

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



SR 408 Eastern Extension PD&E

CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

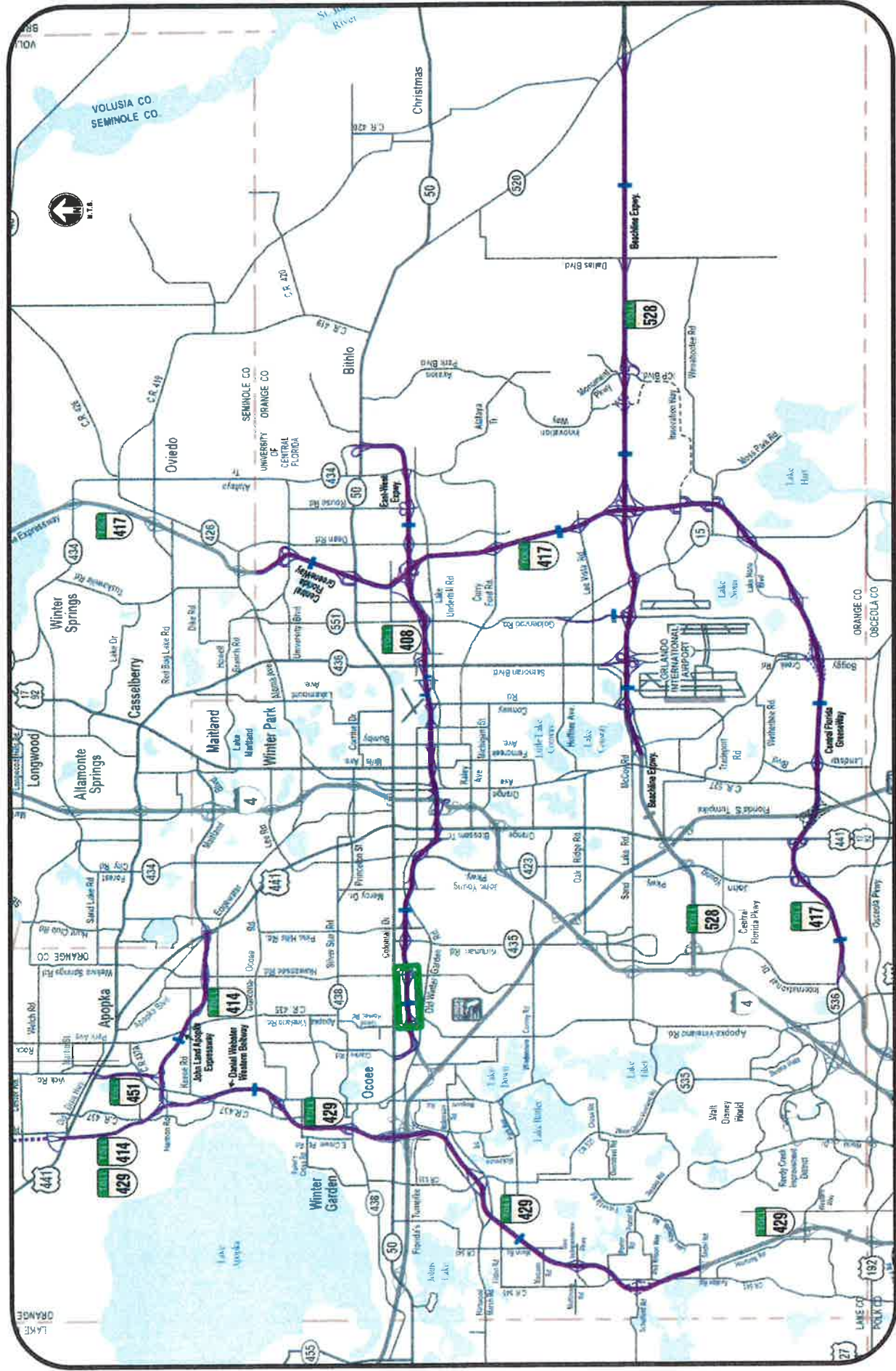
RE: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 408 Widening from Good Homes Road to Hiawassee Road
Contract No. 001065

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

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

This project is in the approved Five Year Work Plan.

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



SR 408 Widening from Good Homes Road to East of Hiwassee Road

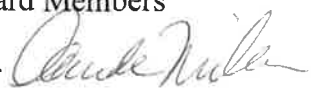
CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

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

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

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

This project is in the approved Five Year Work Plan.

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


CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

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

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

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

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


CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

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

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

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

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

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: October 9, 2014

RE: Disposal of Inventory




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

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

MEMORANDUM

TO: Lisa Lumbard, Interim Chief Financial Officer

FROM: Joann Chizlett, Director of IT 

DATE: September 4, 2014

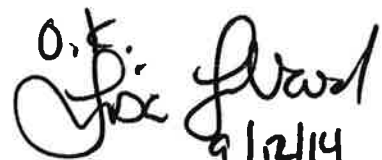
RE: **Providing Two (2) Used/No Longer Needed AlphaServer 800s to Osceola County**

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

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

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

cc: Laura Kelley
Claude Miller
Joann Chizlett


9/12/14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbar, Interim Chief Financial Officer

DATE: September 23, 2014

RE: Disposal of Inventory



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

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


CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

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

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

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

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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000427

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

WITNESSETH

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

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

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

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

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No: 000427

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

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

"The initial term of this Contract shall be for a period of five (5) years from the date of execution by the Authority. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the Authority. Renewals will be based, in part, on a determination by the Authority that the value and level of service provided by the Legal Counsel are satisfactory and adequate for the Authority's needs. If a renewal option is exercised, the Authority will provide the Legal Counsel with written notice of its intent at least 60 days prior to the expiration of the initial five-year Contract term."
2. The Legal Counsel hereby agrees to the amendment to the Contract at no increase in the Contract amount.
3. The Authority and Legal Counsel agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 1 is necessary to provide renewal options for the Contract.

SUPPLEMENTAL AGREEMENT NO. 1


Contract Name: Right of Way Counsel Services

Contract No.: 000427

Amount of Changes to this document: \$0.00

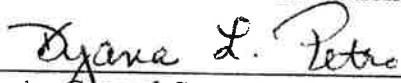
This Supplemental Agreement No.1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

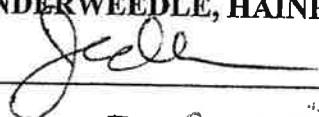
By: 
Director of Procurement

Date: 3/5/12

Approved as to Form and Execution:


Asst. General Counsel

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


By: J.E. CHEEK, III
Title: President

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

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

WITNESSETH

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

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

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

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

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

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

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

BY: [Signature]
Authorized Signature

Title: PRESIDENT

ATTEST: Michelle Redding (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) [Signature]
Witness (2) [Signature]

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: [Signature]
Director of Procurement



LEGAL APPROVAL: [Signature]
AS TO FORM General Counsel for the Authority)

RECEIVED
CONTRACTS DEPT
Cas 4/10/12
SIGNATURE / DATE

3309

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

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

WITNESSETH

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

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

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

Legal Consultant states that upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending August 7, 2013, the Legal Consultant shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending August 7, 2013.

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

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

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

BY: [Signature]
Authorized Signature

Title: PRESIDENT / CEO

ATTEST: [Signature]
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: [Signature]
for Director of Procurement



LEGAL APPROVAL:
AS TO FORM

[Signature]
General Counsel for the Authority

RECEIVED
CONTRACTS DEPT

[Signature] 8/15/13
SIGNATURE / DATE



ORLANDO - ORANGE COUNTY

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

April 23, 2014

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

Re: Right of Way Counsel Services
Contract No. 000427

Dear Mr. Cheek:

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

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

Sincerely,

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File

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

Signature
24 Apr '1 2014.

Date

== CENTRAL FLORIDA EXPRESSWAY AUTHORITY ==

July 31, 2014

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

Re: Right of Way Counsel Services
Contract No. 000427

Dear Mr. Cheek:

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

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

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File

ORLANDO- ORANGE COUNTY EXPRESSWAY AUTHORITY



CONTRACT #00042 for "Right of Way Counsel"

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

WITNESSETH

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

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

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

ARTICLE I
SCOPE OF WORK

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

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

ARTICLE II
TERM

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

ARTICLE III
EFFECTIVE DATE

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

ARTICLE IV
COMPENSATION

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

ARTICLE V
METHOD OF PAYMENT

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

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

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

Address 329 Park Avenue North
Second Floor
Winter Park FL 32789

ARTICLE VI
TERMINATION

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

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

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

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

ARTICLE VII

INDEPENDENT CONTRACTOR

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

ARTICLE VIII

INSURANCE

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

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

(\$5,000,000.00) each single occurrence, Five Million Dollars (\$5,000,000.00) aggregate

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

**ARTICLE IX
MODIFICATION**

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

**ARTICLE X
SUBCONTRACTING**

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

**ARTICLE XI
DEFAULT**

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

**ARTICLE XII
CONFLICT OF INTEREST**

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

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

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

ARTICLE XIII

SEVERABILITY

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

ARTICLE XIV

VENUE AND WAIVER OF JURY TRIAL

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

ARTICLE XV

INDEMNIFICATION

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

ARTICLE XVI

PUBLIC RECORDS LAW, ETC

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

ARTICLE XVII
NOTICE TO THE PARTIES

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

Authority Orlando Orange County Expressway Authority
 525 South Magnolia Avenue
 Orlando Florida 32801
 Attention Executive Director

Legal Consultant Winderweeidle, Haines, Ward & Woodman, P A
 Attention James E Cheek, III
 329 Park Avenue North Second Floor
 Winter Park FL 32789

ARTICLE XVIII
WAIVER

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

**ARTICLE XIX
ASSIGNMENT**

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

**ARTICLE XX
ENTIRE AGREEMENT**

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


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

Signed, sealed and delivered

ORLANDO-ORANGE COUNTY EXPRESSWAY

In the presence of

AUTHORITY

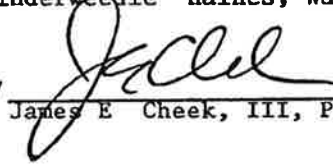
Carlton Morzille By 
Shen Hebsa Date 8/8/07
Approved as to form
Joseph J. Lazzatore
OOCEA General Counsel

LEGAL CONSULTANT

Winderwee dle Haines, Ward & Woodman P A



By



James E Cheek, III, President

Comme Ward

Date

26 July 2007.

ATTACHMENT A
COST PROPOSAL FORM

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

The Authority shall reimburse the Legal Consultant for expenses reasonably incurred in the course of rendering such legal services including but not limited to costs of long distance telephone calls, facsimile charges, express delivery charges printing, costs of reproduction of documents, secretarial overtime computer time and necessary travel expenses (travel expenses shall be incurred in accordance with the requirements of Chapter 112, F S) The Legal Consultant shall submit invoices on a monthly basis for the payment of legal fees and out-of pocket expenses

Fee Structure

Senior Partners	\$ <u>250</u> per hour
Junior Partners	\$ <u>225</u> per hour
Senior Associates	\$ <u>200</u> per hour
Associates	\$ <u>175</u> per hour
Junior Associates	\$ <u>150</u> per hour
Paralegals	\$ <u>125</u> per hour

*95 =



Westport Insurance Corporation

**CUSTOMIZED PRACTICE COVERAGE®
DECLARATIONS**

Policy Number WLW308004143202
Renewal of Policy WLW308004143201

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

A Named Insured WINDERWEEDLE HAINES WARD & WOODMAN P A

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

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

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

E Coverage

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

Claims Expenses are included within the Limit of Liability and Deductible

F Total Premium
Florida Hurricane Surcharge
Total Premium + Surcharge

Date 04-24 07

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CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

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

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

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

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

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

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

K # 000986
DOCEP 13 JUN 27 11:21:45

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

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

WITNESSETH:

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

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

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

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

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Appraisal Services

Phase I

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

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

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

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

Phase II

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

1.2 Litigation Support Services

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

1.3 Subconsultants

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

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

1.4 Appraiser's Standards of Performance

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

1.5 Appraiser's Obligation to Correct Errors or Omissions

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

1.6 Non-Exclusive Rights

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

1.7 Appraiser's Compliance with Laws and Regulations

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

1.8 Appraiser is not Client's Agent

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

1.9 Reduced Scope of Services

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

ARTICLE 2- TIME

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

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

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

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

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

ARTICLE 3- PAYMENT

3.1 When Payment is to be made by the Client

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

3.2 Compensation Appraisal

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

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

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

3.3 Compensation for Litigation/Consultation Services

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

3.4 Invoices

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

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

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

3.5 Right to Withhold Payment

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

3.6 Total Payments not to Exceed

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

ARTICLE 4 – REVIEW BY REVIEW APPRAISER

4.1 Responses, Modifications, or Corrections

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

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

ARTICLE 5 – RECORDS

5.1 Maintenance of Records

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

5.2 Records Availability and Audit

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

ARTICLE 6 – TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

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

6.2 Termination

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

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

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

ARTICLE 7- CONFIDENTIALITY

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

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

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

8.2 Change of Address

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

8.3 Jurisdiction

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

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

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

8.6 Member Protection

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

8.7 Conflict of Interest

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

8.8 Entire Agreement

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

8.9 Amendment

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

8.10 No Third-Party Beneficiaries

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

8.11 Appraiser Contractual Authorization

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

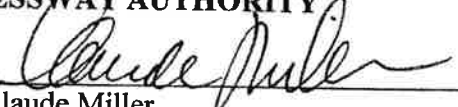
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Approved by OOCEA Legal

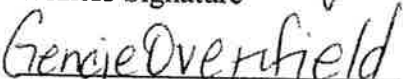

Joseph L. Passiatore, General Counsel

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY


By:


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


Witness Signature

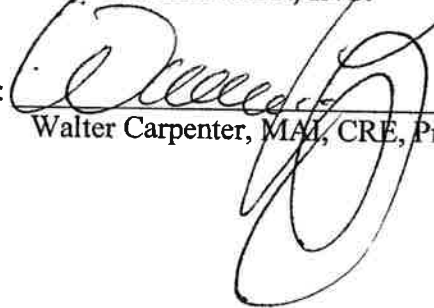

Gencie Overfield
Printed Name


Witness Signature


JODY BASS
Printed Name

PINEL & CARPENTER, INC.

By:


Walter Carpenter, MAI, CRE, President

RECEIVED
CONTRACTS DEPT

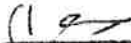
 6/28/13
SIGNATURE / DATE

EXHIBIT A

Client's Representative

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

Appraiser's Representative

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

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

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

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 1

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

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

1. The Authority wishes to add Parcel Nos. 230, 257 and 267 to the scope of services for the Agreement.
2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

"All payments made pursuant to this Agreement shall not exceed a total of Ninety-Five Thousand Dollars (\$95,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Ninety-Five Thousand Dollars (\$95,000.00) upset limit."
3. The Appraiser hereby agrees to the addition of the new parcels and the new language in Article 3.6.
4. The Authority and Appraiser agree that this Addendum No. 1 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 1; that acceptance of this Addendum No. 1 signifies the Appraiser's complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.
5. This Addendum No. 1 is necessary to add new parcels to the scope of services and compensate the Appraiser for the additional services.

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ADDENDUM NO. 1

Contract Name: Appraiser Services

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

Amount of Changes to this document: \$45,000.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

PINEL & CARPENTER, INC.

By: 

Print Name: Walter N. Carpenter

Title: Owner / President

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



GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2016
Bonded Thru Budget Notary Services

Approved as to form and execution, only.


General Counsel for the Authority

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 2

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

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

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of \$50,000.00 to complete the required services for Parcel Nos. 230, 257 and 267 as detailed in the scope of services.
2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

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

3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.
4. The Authority and Appraiser agree that this Addendum No. 2 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 2; that acceptance of this Addendum No. 2 signifies the Appraiser's complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.
5. This Addendum No. 2 is necessary to increase the compensate to the Appraiser to complete the services for Parcel Nos. 230, 257 and 267.

ADDENDUM NO. 2

Contract Name: Appraiser Services

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

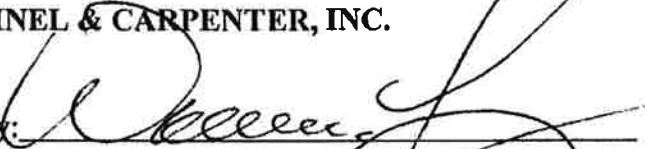
Amount of Changes to this document: \$50,000.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

PINEL & CARPENTER, INC.

By: 

Print Name: Walter N. Carpenter

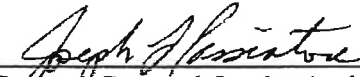
Title: President/Owner


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



GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2016
Banded Thru Budget Notary Services

Approved as to form and execution, only.


General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
 3/25/14
SIGNATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADDENDUM NO. 3

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

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

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of \$50,000.00 to complete the required services for Parcel Nos. 230, 257 and 267 as detailed in the scope of services.
2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

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

3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.
4. The Authority and Appraiser agree that this Addendum No. 3 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 3; that acceptance of this Addendum No. 3 signifies the Appraiser's complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.
5. This Addendum No. 3 is necessary to increase the compensate to the Appraiser to complete the services for Parcel Nos. 230, 257 and 267.

ADDENDUM NO. 3

Contract Name: Appraiser Services

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

Amount of Changes to this document: \$50,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PINEL & CARPENTER, INC.

By: _____

Print Name: _____

Title: _____

Attest: _____ (Seal)
(Secretary or Notary)

Approved as to form and execution, only.

General Counsel for the Authority

CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

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

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

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

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

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

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



ORLANDO - ORANGE COUNTY

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

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller *Claude Miller*
Director of Procurement

DATE: September 24, 2013

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

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

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

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 1

Contract Name: Expert Witness Services

Contract No: 000916 Project No.: 429-203

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

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

"The Engineer agrees to perform engineering expert witness services for Wekiva Parkway Project 429-203, Parcel Nos. 197, 230, 257 and 267."
 - B. Delete the language in Article 3.7, Total Payments Not to Exceed, in its entirety and insert the following new language in its place:

"All payments made pursuant to this Agreement shall not exceed a total of One Hundred Fifty Thousand Dollars (\$150,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Engineer to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Fifty Thousand Dollars (\$150,000.00) upset limit."
2. The Engineer hereby agrees to the changes.
3. The Authority and Engineer agree that this Addendum No. 1 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 1; that acceptance of this Addendum No. 1 signifies the Engineer's complete and total claim for the terms and conditions of the same and that the Engineer waives all future right for additional compensation which is not already defined herein.
4. This Addendum No. 1 is necessary to add new parcels to the scope of services and compensate the Engineer for the additional services.

ADDENDUM NO. 1

Contract Name: Expert Witness Services

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

Amount of Changes to this document: \$100,000.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

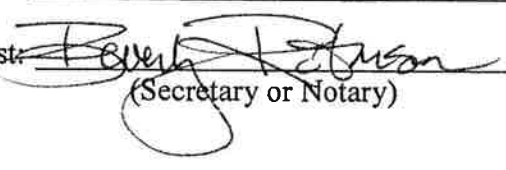
By: 
Director of Procurement

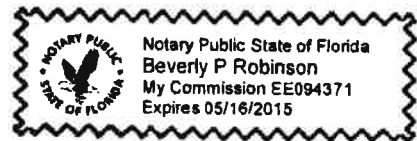
DONALD W. McINTOSH ASSOCIATES, INC.

By: 

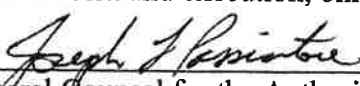
Print Name: Donald W McIntosh Jr

Title: President

Attest:  (Seal)
(Secretary or Notary)



Approved as to form and execution, only.


General Counsel for the Authority

RECEIVED
CONTRACTS DEPT

CR 10/16/13
SIGNATURE / DATE

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

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

WITNESSETH:

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

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

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

ARTICLE 1- SERVICES TO BE PROVIDED BY THE ENGINEER

1.1 Engineering Expert Witness Services

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

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

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

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

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

1.2 Litigation Support Services

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

1.3 Subconsultants

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

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

1.4 Engineer's Standards of Performance

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

1.5 Engineer's Obligation to Correct Errors or Omissions

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

1.6 Non-Exclusive Rights

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

1.7 Engineer's Compliance with Laws and Regulations

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

1.8 Engineer is not Client's Agent

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

1.9 Reduced Scope of Services

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

ARTICLE 2- TIME

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

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

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

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

ARTICLE 3— PAYMENT

3.1 When Payment is to be made by the Client

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

3.2 Compensation for Consultation Services

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

3.3 Compensation For Engineering Expert Witness Services

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

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

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

3.4 Compensation for Litigation/Consultation Services

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

3.5 Invoices

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

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

3.6 Right to Withhold Payment

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

3.7 Total Payments not to Exceed

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

ARTICLE 4— LIQUIDATED DAMAGES

4.1 Engineering Reports

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

4.2 Responses, Modifications, or Corrections

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

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

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

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

5.2 Records Availability and Audit

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

ARTICLE 6- TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

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

6.2 Termination

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

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

ARTICLE 7- CONFIDENTIALITY

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

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

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

8.2 Change of Address

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

8.3 Jurisdiction

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

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

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

8.6 Member Protection

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

8.7 Conflict of Interest

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

8.8 Entire Agreement

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

8.9 Amendment

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

8.10 No Third-Party Beneficiaries

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

8.11 Engineer Contractual Authorization

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

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

Attest:




Witness Signature

Robert Johnson
Printed Name



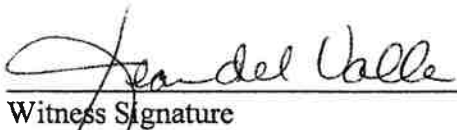
Witness Signature

Vicki McElroy
Printed Name



Witness Signature


Janet B. Hatch
Printed Name



Witness Signature

Jean del Valle
Printed Name

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

By: 

Claude Miller
Director of Procurement
Orlando-Orange County Expressway
Authority

**REVIEWED AND APPROVED
BY LEGAL** 

**DONALD W. MCINTOSH ASSOCIATES,
INC.**

By: 

Donald W. McIntosh, President

EXHIBIT A

Client's Representative

Orlando-Orange County Expressway Authority
Mrs. Dyana L. Petro
4974 ORL Tower Road
Orlando, Florida 32807

Engineer's Representative

Donald W. McIntosh Associates, Inc.
Donald W. McIntosh
2200 Park Avenue North
Winter Park, Florida 32789

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

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



HOURLY RATE SCHEDULE

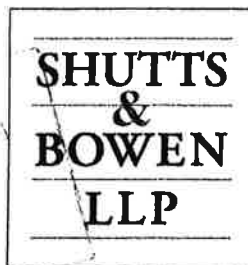
<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$300.00
Engineering Department Director	\$265.00
Survey Department Director	\$240.00
Planning Department/Entitlements Director	\$250.00
Associate	\$210.00
Senior Engineering Project Manager	\$210.00
Senior Survey Project Manager	\$195.00
Sr.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

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

The above hourly rates do not apply to expert witness preparation, depositions and testimony. Hourly rates for these services will be provided upon request.

CONSENT AGENDA ITEM

#15



Founded 1910

**PULLED FROM CONSENT AGENDA
NOT APPROVED**

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: September 22, 2014
RE: Second Addendum to Agreement for Appraisal Review Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

Approval of a Second Addendum to Agreement for Appraisal Review Services by Consortium Appraisal, Inc. ("Appraiser") to perform appraisal review services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206 is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Second Addendum to Agreement for Appraisal Review Services is attached for your review.

BACKGROUND/DESCRIPTION

On May 9, 2013, the Appraiser entered into an agreement to provide pre-litigation and litigation appraisal review services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to \$200,000.00 (the "upset limit"). On March 5, 2014, the Appraiser and Client entered into an addendum to the agreement for appraisal review services which increased the upset limit by \$150,000.00. The Appraiser has notified Shutts & Bowen LLP that the Appraiser will reach the total upset limit of \$350,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$200,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal review services and litigation support services, including testifying at trial for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

Consortium Appraisal, Inc. is the review appraiser for all parcels for the Wekiva Parkway project. An additional 50+ parcels are in the process of being appraised, which Consortium is acting as the review appraiser which will require additional monies in its contract.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Second Addendum to Agreement for Appraisal Review Services and authorize execution of the Second Addendum.
Second Addendum Value: \$200,000.00.

ATTACHMENT

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

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**PULLED FROM CONSENT AGENDA
NOT APPROVED**

**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 Forty 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:

SHUTTS & BOWEN LLP

Witness Signature

Terri L. Martin

Printed Name

Witness Signature

Mary Ellen Farmer

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

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

**PULLED FROM CONSENT AGENDA
NOT APPROVED**

CONSORTIUM APPRAISAL, INC.

By: _____

Harry W. Collison, Jr., Vice President

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

THIS AGREEMENT is effective this 9th day of May, 2013, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Consortium Appraisal, Inc. ("Appraiser"), whose business address is 180 South Knowles Avenue, Suite 3, Winter Park, Florida 32790.

WITNESSETH:

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

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

WHEREAS, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement;

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

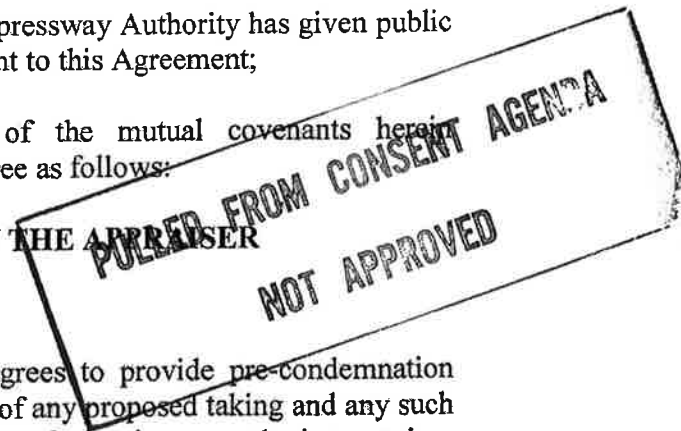
ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Pre-Condemnation Consultation Services

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

1.2 Appraisal Review Services

The Appraiser agrees to perform an appraisal review for each parcel of property that is appraised by an independent real estate appraiser for the Orlando-Orange County Expressway Authority for various Parcels located within the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206. The reviewer's opinion about quality must encompass the completeness, adequacy, relevance, appropriateness, and reasonableness of the work under review, developed in the context of the requirements applicable to that work. The appraisal review should be prepared in accordance with the Uniform Standards of Professional Appraisal Practice.



The Client will submit to the Appraiser the draft appraisal prepared by the independent appraiser. The Appraiser will commence the review process within two business days from receipt of the draft appraisal. The Appraiser will continue the review process diligently coordinating efforts between the independent appraiser, the Appraiser and all sub-consultants relied upon by the independent appraiser.

Payment for such appraisal review services shall be made in accordance with the compensation schedule set forth in Exhibit A.

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

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

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

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

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

Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

1.3 Litigation Support Services

If requested by the Client, the Appraiser shall provide research and litigation support services to the Client. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as ~~Exhibit A~~.

PULLED FROM CONSENT AGENDA

NOT APPROVED

1.4 Subconsultants

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

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

1.5 Appraiser's Standards of Performance

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

1.6 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs,

specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise errors, omissions, or other deficiencies in the services performed by the Appraiser.

PULLED FROM CONSENT AGENDA
NOT APPROVED

1.7 Non-Exclusive Rights

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

1.8 Appraiser's Compliance with Laws and Regulations

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

1.9 Appraiser is not Client's Agent

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

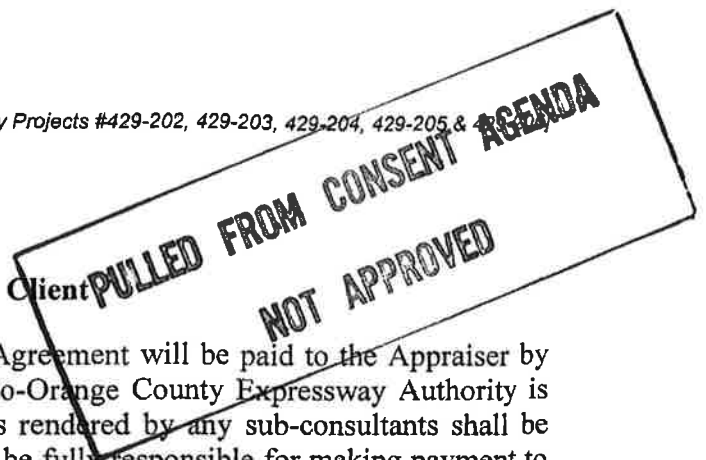
1.10 Reduced Scope of Services

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

ARTICLE 2- TIME

2.1 The date for commencement of services is the effective date of this Agreement.

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



ARTICLE 3- PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client only after payment by the Orlando-Orange County Expressway Authority is received by the Client. Payment for services rendered by any sub-consultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any sub-consultant retained by the Appraiser. The Appraiser acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Orlando-Orange County Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Appraiser's services on behalf of the Orlando-Orange County Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

3.2 Compensation for Services

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

3.3 Invoices

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

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

3.6 Right to Withhold Payment

The Client or the Orlando-Orange County Expressway Authority shall have the right to withhold payment on any invoice in the event that the Appraiser is in default

under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00), without an Addendum to this Agreement that shall be approved by the Orlando-Orange County Expressway Authority. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Two Hundred Thousand Dollars (\$200,000.00) upset limit so that Client may timely present the necessary Addendum to the Orlando-Orange County Expressway Authority.

ARTICLE 4- INTENTIONALLY LEFT BLANK

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

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

5.2 Records Availability and Audit

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

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NOT APPROVED

ARTICLE 6- TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall continue for a period of two (2) years. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser.

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

ARTICLE 7- CONFIDENTIALITY

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

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

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

8.2 Change of Address

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

8.3 Jurisdiction

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

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

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

8.6 Member Protection

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

8.7 Conflict of Interest

Except with the Client's knowledge and consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client.

8.8 Entire Agreement

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

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement.

8.10 No Third-Party Beneficiaries

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

8.11 Appraiser Contractual Authorization

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

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

Attest:

Mary Ellen Farmer
Witness Signature

Mary Ellen Farmer
Printed Name

Terri L. Martin
Witness Signature

Terri L. Martin
Printed Name

Sally W Naylor
Witness Signature

Sally W Naylor
Printed Name

[Signature]
Witness Signature

SAMUEL RABINOWITZ
Printed Name

SHUTTS & BOWEN LLP

By:

[Signature]
David A. Shontz, Esq.
Legal Counsel to the Orlando-Orange
County Expressway Authority

CONSORTIUM APPRAISAL, INC.

By:

[Signature]
Harry W. Collison, Jr., President
Vice

**PULLED FROM CONSENT AGENDA
NOT APPROVED**

EXHIBIT A

Client's Representative

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

Appraiser's Representative

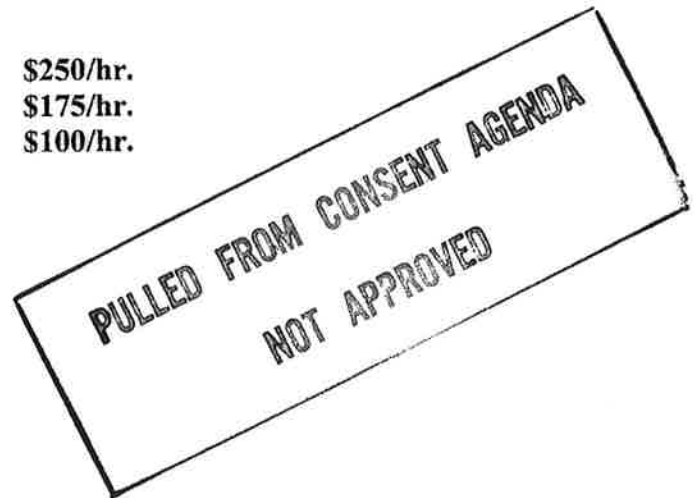
Harry W. Collison, Jr., President
Consortium Appraisal, Inc.
180 South Knowles Avenue, Suite 3
Winter Park, Florida 32790

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.

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CONSENT AGENDA ITEM


#16



**PULLED FROM CONSENT AGENDA
NOT APPROVED**

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: September 22, 2014
RE: Second Addendum to Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206



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

BACKGROUND/DESCRIPTION

On May 9, 2013, the Appraiser entered into an agreement to provide pre-litigation and litigation appraisal services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to \$200,000.00 (the "upset limit"). On March 5, 2014, the Appraiser and Client entered into an addendum to the agreement for appraisal services which increased the upset limit by \$150,000.00. The Appraiser has notified Shutts & Bowen LLP that the Appraiser will reach the total upset limit of \$350,000.00. Approval of the attached Second Addendum will increase the upset limit by an additional \$200,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal services and litigation support services, including testifying at trial for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

Pinel & Carpenter has been assigned additional appraisal reports for Sections 429-204, 205 and 206. Further, Pinel & Carpenter has been required to prepare studies as it relates to the appraisal of the parcels in these additional segments.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Second Addendum to Agreement for Appraisal Services and authorize execution of the Second Addendum. Second Addendum Value: \$200,000.00.

ATTACHMENT

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

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NOT APPROVED

**SECOND ADDENDUM TO AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA
PARKWAY PROJECT NUMBERS 429-202, 429-203, 429-204, 429-205, AND 429-206**

**PULLED FROM CONSENT AGENDA
NOT APPROVED**

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.

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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

Terri L. Martin

Printed Name

Witness Signature

Mary Ellen Farmer

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

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

PINEL & CARPENTER, INC.

By: _____

Walter N. Carpenter Jr., President

**PULLED FROM CONSENT AGENDA
NOT APPROVED**

PULLED FROM CONSENT AGENDA
NOT APPROVED

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

THIS AGREEMENT is effective this 9th day of May, 2013, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Pinel & Carpenter ("Appraiser"), whose business address is 824 North Highland Avenue, Orlando, Florida 32803.

WITNESSETH:

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

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

WHEREAS, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement;

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

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Pre-Condemnation Consultation Services

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

1.2 Appraisal Services

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

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NOT APPROVED

is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

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

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

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

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

1.3 Litigation Support Services

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

PULLED FROM CONSENT AGENDA
NOT APPROVED

1.4 Subconsultants

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

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

1.5 Appraiser's Standards of Performance

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

1.6 Appraiser's Obligation to Correct Errors or Omissions

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

1.7 Non-Exclusive Rights

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

PULLED FROM CONSENT AGENDA
NOT APPROVED

1.8 Appraiser's Compliance with Laws and Regulations

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

1.9 Appraiser is not Client's Agent

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

1.10 Reduced Scope of Services

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

ARTICLE 2- TIME

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

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

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

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

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

ARTICLE 3- PAYMENT

3.1 When Payment is to be made by the Client

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

It is expressly agreed and understood that the Client is obtaining Appraiser's services on behalf of the Orlando-Orange County Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

3.2 Compensation for Pre-Condemnation Consultation Services

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

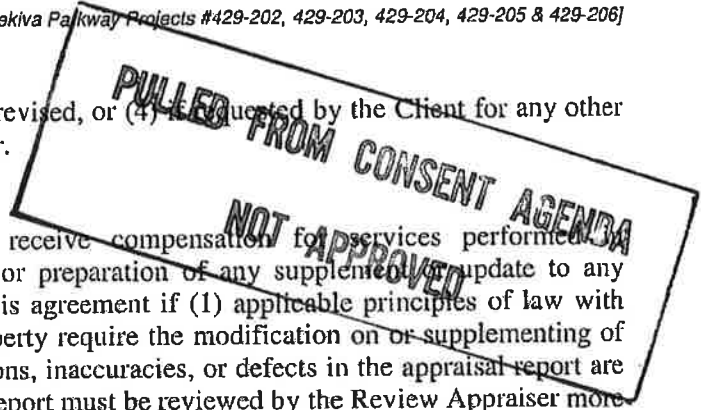
3.3 Compensation Appraisal

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

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

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

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



3.4 Compensation for Litigation/Consultation Services

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

3.5 Invoices

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

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

3.6 Right to Withhold Payment

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

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00), without an Addendum to this Agreement that shall be approved by the Orlando-Orange County Expressway Authority. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Two Hundred Thousand Dollars (\$200,000.00) upset limit so that Client may timely present the necessary Addendum to the Orlando-Orange County Expressway Authority.

ARTICLE 4- LIQUIDATED DAMAGES

4.1 Appraisal Reports

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

4.2 Responses, Modifications, or Corrections

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

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

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

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

PULLED FROM CONSENT AGENDA
NOT APPROVED

5.2 Records Availability and Audit

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

ARTICLE 6-- TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

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

6.2 Termination

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

Upon termination, the Appraiser shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Appraiser or its subconsultants in performing services under this Agreement, whether completed or in

process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

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

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

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

8.2 Change of Address

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

8.3 Jurisdiction

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

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser with a third party)

or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Appraiser, and their respective successors and assigns.

8.6 Member Protection

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

8.7 Conflict of Interest

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

8.8 Entire Agreement

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

8.9 Amendment

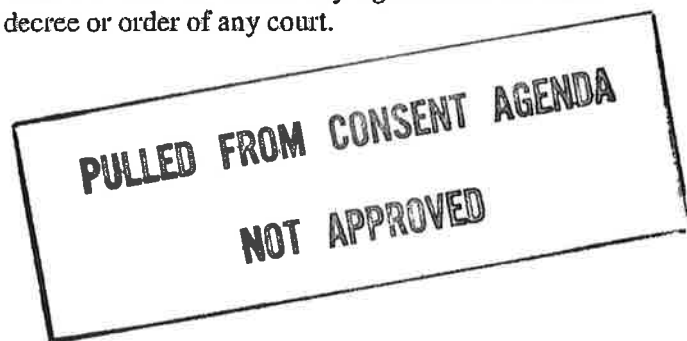
This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed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

8.10 No Third-Party Beneficiaries

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

8.11 Appraiser Contractual Authorization

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



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

SHUTTS & BOWEN LLP

Attest:

Mary Ellen Farmer
Witness Signature

Mary Ellen Farmer
Printed Name

Terri L. Martin
Witness Signature

Terri L. Martin
Printed Name

Gencie Overfield
Witness Signature

Gencie Overfield
Printed Name

Jody Bass
Witness Signature

JODY BASS
Printed Name

By:

David A. Shontz, Esq.
Legal Counsel to the Orlando-Orange
County Expressway Authority

PINEL & CARPENTER

By:

Walter Carpenter

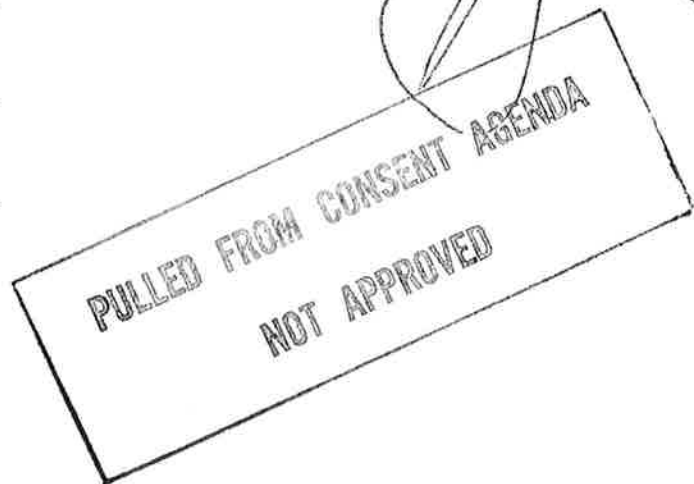


EXHIBIT A

Client's Representative

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

Appraiser's Representative

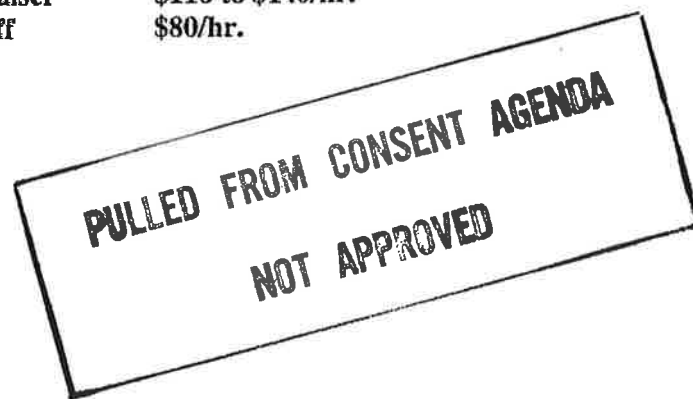
Walter Carpenter
Pinel & Carpenter
824 North Highland Avenue
Orlando, Florida 32803

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

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

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

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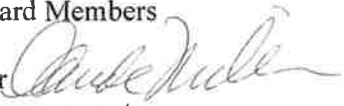
CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: September 23, 2014

RE: Approval of Supplemental Agreement No. 14-02
TransCore, L.P., for S.R. 429/Schofield Road Ramp Toll Plazas
System Hardware Maintenance (SHM-01)
Contract No. 000178

The referenced contract with TransCore includes maintenance of toll collection system hardware, maintenance of violation enforcement system (VES) cameras and an allowance for the purchase of spare parts. It also includes a provision requiring TransCore to provide support to the Authority to install and maintain new equipment as toll lanes and collection points are added to the system.

Board approval is requested for Supplemental Agreement No. 14-02 to the referenced Contract in the not-to-exceed amount of \$524,543.44 based on a quote from TransCore that has been reviewed by staff and is recommended for approval. Under the supplemental agreement TransCore will furnish and install toll equipment for the ramp toll plazas at the new S.R. 429/Schofield Road interchange as part of Project No. 429-305.

Contract Amount:	\$5,947,862.57
Previous Adjustment	\$ 635,706.00
This Adjustment	<u>\$ 524,543.44</u>
New Contract Amount:	\$7,108,112.01

The final renewal of the contract with TransCore was scheduled to end on July 21, 2013; however, a third renewal to July 21, 2015, was approved by the Board at its meeting on April 24, 2013. The supporting documentation presented to the Board at that time is attached.

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

5858 S. Semoran Blvd
Orlando, FL 32822
407 382 1301
407 382 8914



July 30, 2014

Mr. David Wynne
Director of Toll Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Subject: Schofield Rd Exit & Entry Ramps

Dear Mr. Wynne:

TransCore is pleased to provide pricing for new Legacy Toll Collection Equipment procurement, installation, testing and commissioning. The quotes are a fixed fee for both locations.

Pricing matrix for two locations:

- 2 lane Schofield Rd Exit ramp @ 429
- 2 lane Schofield Rd On ramp @ 429

Procurement Schedule:

- Equipment procurement will require 90 days ARO.

Installation Schedule:

- Each ramp is a 6 week effort to complete installation and commissioning.

The installation schedule can vary based on any construction contractor constraints or delays. Actual toll equipment installation schedule will be developed with input from construction contractor and availability of TranCore install team.

The pricing quote is valid for sixty (60) days from the date of quote.

Should you have any questions, please contact me at (321) 281-4050 or email bob.davis@transcore.com.

Sincerely,

Robert A. Davis
Project Manager
TransCore

TransCore Project
Master contract 1103041

ITEM NO.	Schofield Rd NB 2 Lane Exit Ramp Legacy Equipment DESCRIPTION	Labor Hours	Labor Rate	Price	Qty	Extended Price
	EQUIPMENT					
1.00	Adjustable Canopy Mount			\$2,600	2	\$5,200
2.00	AVI H Bracket			\$700	2	\$1,400
3.00	AVI Reader			\$12,500	0	\$0
4.00	Manual Lane Terminal			\$2,295	0	\$0
5.00	ACM Parts to Rebuild/Refurbish			\$7,300	1	\$7,300
6.00	LCII Lane Controllers			\$10,000	2	\$20,000
7.00	Patron Toll Displays			\$4,400	2	\$8,800
8.00	Traffic Control Signal Assembly			\$1,747	2	\$3,494
9.00	PEEK Axle Counter/Seperator			\$51,175	1	\$51,175
10.00	Transcore ORT Solution			\$0	0	\$0
11.00	Receipt Printer			\$1,208	0	\$0
12.00	Treadle Frames - 4 insert type			\$4,944	0	\$0
13.00	Treadle Inserts			\$1,420	0	\$0
14.00	Light Curtain assembly			\$6,132	1	\$6,132
15.00	Magnetic Card Reader			\$345	1	\$345
16.00	VES system (no camera)			\$6,486	2	\$12,972
17.00	VES Image Server			\$4,825	0	\$0
18.00	UPS - Ramp			\$5,955	1	\$5,955
19.00	N/A			\$0	0	\$0
20.00	N/A			\$0	0	\$0
21.00	Ramp Lane Server - Dell 410			\$4,925	2	\$9,850
22.00	N/A					
23.00	N/A					
24.00	N/A					
	INSTALLATION					
30.00	Project Management	77	\$133.16	\$10,253.00	1	\$10,253.32
31.00	Mobilization	40	\$66.58	\$2,663.20	2	\$5,326.40
32.00	Mount wire ways, conduit, controller boxes	72	\$66.58	\$4,793.76	2	\$9,587.52
33.00	Pull clean power circuits	24	\$66.58	\$1,597.92	2	\$3,195.84
34.00	Pull dirty circuits	24	\$66.58	\$1,597.92	2	\$3,195.84
35.00	Pull data wire	36	\$66.58	\$2,396.88	2	\$4,793.76
36.00	Install all in-lane equipment	96	\$66.58	\$6,391.68	2	\$12,783.36
37.00	Terminate clean and dirty power circuits	24	\$66.58	\$1,597.92	2	\$3,195.84
38.00	Align, test light curtains	16	\$66.58	\$1,065.28	2	\$2,130.56
39.00	Test/tune/AVI pattern/read zone	12	\$66.58	\$798.96	2	\$1,597.92
40.00	Terminate data wire, fiber, LC, VES, AVI, etc.	96	\$66.58	\$6,391.68	2	\$12,783.36
41.00	Run hardware diagnostics	8	\$66.58	\$532.64	2	\$1,065.28
42.00	Lane Software: config file/disk prep.	16	\$93.62	\$1,497.92	2	\$2,995.84
43.00	Run software diagnostics/troubleshoot	16	\$93.62	\$1,497.92	2	\$2,995.84
44.00	Test VES system, align cameras, align flash	24	\$93.62	\$2,246.88	2	\$4,493.76
45.00	PEEK Loop System Tuning	12	\$93.63	\$1,123.56	1	\$1,123.56
46.00	Commission lane - run/test/debug	16	\$93.62	\$1,497.92	2	\$2,995.84
47.00	Warehouse delivery/support	8	\$66.58	\$532.64	2	\$1,065.28
48.00	Remove reusable in lane equipment	0	\$66.58	\$0.00	0	\$0.00
49.00	Refurbish equipment - ACM	30	\$66.58	\$1,997.40	1	\$1,997.40
50.00	Civil, conduit, framing, sawcut concrete (loops), etc.			\$920.00	9	\$8,280.00
51.00	Material - conduit, wireway, connectors, cable, etc.			\$5,066.00	2	\$10,132.00
52.00	ACM - assemble/calibrate/test	20	\$66.58	\$1,331.60	1	\$1,331.60
53.00	ACM trim plates			\$1,800.00	1	\$1,800.00
54.00	Additional electrical work in tunnel			\$0.00	0	\$0.00
55.00	Additional electrical material to support 54.00			\$0.00	0	\$0.00
56.00						
56.00						
	ENGINEERING					
60.00	Host System Software	60	\$127.61	\$7,656.60	1	\$7,656.60
61.00	System integration and test	80	\$127.61	\$10,208.80	1	\$10,208.80
62.00	Drafting and engineering support	40	\$66.58	\$2,663.20	1	\$2,663.20
	TOTAL					\$262,271.72

ITEM NO.	Schofield Rd SB 2 Lane Exit Ramp Legacy Equipment DESCRIPTION	Labor Hours	Labor Rate	Price	Qty	Extended Price
	EQUIPMENT					
1.00	Adjustable Canopy Mount			\$2,600	2	\$5,200
2.00	AVI H Bracket			\$700	2	\$1,400
3.00	AVI Reader			\$12,500	0	\$0
4.00	Manual Lane Terminal			\$2,295	0	\$0
5.00	ACM Parts to Rebuild/Refurbish			\$7,300	1	\$7,300
6.00	LCII Lane Controllers			\$10,000	2	\$20,000
7.00	Patron Toll Displays			\$4,400	2	\$8,800
8.00	Traffic Control Signal Assembly			\$1,747	2	\$3,494
9.00	PEEK Axle Counter/Seperator			\$51,175	1	\$51,175
10.00	Transcore ORT Solution			\$0	0	\$0
11.00	Receipt Printer			\$1,208	0	\$0
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19.00	N/A			\$0	0	\$0
20.00	N/A			\$0	0	\$0
21.00	Ramp Lane Server - Dell 410			\$4,925	2	\$9,850
22.00	N/A					
23.00	N/A					
24.00	N/A					
	INSTALLATION					
30.00	Project Management	77	\$133.16	\$10,253.00	1	\$10,253.32
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42.00	Lane Software: config file/disk prep.	16	\$93.62	\$1,497.92	2	\$2,995.84
43.00	Run software diagnostics/troubleshoot	16	\$93.62	\$1,497.92	2	\$2,995.84
44.00	Test VES system, align cameras, align flash	24	\$93.62	\$2,246.88	2	\$4,493.76
45.00	PEEK Loop System Tuning	12	\$93.63	\$1,123.56	1	\$1,123.56
46.00	Commission lane - run/test/debug	16	\$93.62	\$1,497.92	2	\$2,995.84
47.00	Warehouse delivery/support	8	\$66.58	\$532.64	2	\$1,065.28
48.00	Remove reusable in lane equipment	0	\$66.58	\$0.00	0	\$0.00
49.00	Refurbish equipment - ACM	30	\$66.58	\$1,997.40	1	\$1,997.40
50.00	Civil, conduit, framing, sawcut concrete (loops), etc.			\$920.00	9	\$8,280.00
51.00	Material - conduit, wireway, connectors, cable, etc.			\$5,066.00	2	\$10,132.00
52.00	ACM - assemble/calibrate/test	20	\$66.58	\$1,331.60	1	\$1,331.60
53.00	ACM trim plates			\$1,800.00	1	\$1,800.00
54.00	Additional electrical work in tunnel			\$0.00	0	\$0.00
55.00	Additional electrical material to support 54.00			\$0.00	0	\$0.00
56.00						
56.00						
	ENGINEERING					
60.00	Host System Software	60	\$127.61	\$7,656.60	1	\$7,656.60
61.00	System integration and test	80	\$127.61	\$10,208.80	1	\$10,208.80
62.00	Drafting and engineering support	40	\$66.58	\$2,663.20	1	\$2,663.20
	TOTAL					\$262,271.72

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Approval of Supplemental Agreement No. 14-01
TransCore, L.P., for
System Hardware Maintenance (SHM-01)
Contract No. 000178

The referenced contract with TransCore includes maintenance of toll collection system hardware, maintenance of violation enforcement system (VES) cameras and an allowance for the purchase of spare parts. It also includes a provision requiring TransCore to provide support to the Authority to install and maintain new equipment as toll lanes and collection points are added to the system.

Board approval is requested for Supplemental Agreement No. 14-01 to the referenced Contract in the not-to-exceed amount of \$635,706.00 based on a quote from TransCore that has been reviewed and approved by staff. Under the supplemental agreement TransCore will furnish and install toll equipment at the new Boggy Creek Road Ramp Toll Plazas constructed at the interchange with S.R. 417 as part of Project No. 417-301C.

Contract Amount:	\$5,947,862.57
This Adjustment	<u>\$ 635,706.00</u>
New Contract Amount:	\$6,583,568.57

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

5858 S. Semoran Blvd
Orlando, FL 32822
407 382 1301
407 382 8914



July 28, 2014

Mr. David Wynne
Director of Toll Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Subject: Boggy Creek Exit & Entry Ramps

Dear Mr. Wynne:

TransCore is pleased to provide pricing for new Legacy Toll Collection Equipment procurement, installation, testing and commissioning. The quotes are a fixed fee for both locations.

Pricing matrix for two locations:

- 2 lane Boggy Creek Exit ramp (417 WB)
- 1 lane ORT On ramp (417 EB)

Procurement Schedule:

- Equipment procurement will require 90 days ARO.

Installation Schedule:

- The two lane exit ramp is a 6 week effort to complete installation and commissioning.
- The one lane ORT on ramp is a 4 week effort to complete installation and commissioning.

The installation schedule can vary based on any construction contractor constraints or delays. Actual toll equipment installation schedule will be developed with input from construction contractor and availability of TranCore install team.

The pricing quote is valid for sixty (60) days from the date of quote.

Should you have any questions, please contact me at (321) 281-4050 or email bob.davis@transcore.com.

Sincerely,

Robert A. Davis
Project Manager
TransCore

TransCore Project
Master contract 1103041

ITEM NO.	Boggy Creek WB 2 Lane Exit Ramp Legacy Equipment DESCRIPTION	Labor Hours	Labor Rate	Price	Qty	Extended Price
	EQUIPMENT					
1.00	Adjustable Canopy Mount			\$2,600	2	\$5,200
2.00	AVI H Bracket			\$700	2	\$1,400
3.00	AVI Reader (use existing stock)			\$12,500	0	\$0
4.00	Manual Lane Terminal			\$2,295	0	\$0
5.00	ACM Parts to Rebuild/Refurbish			\$7,300	1	\$7,300
6.00	LCII Lane Controllers			\$10,000	2	\$20,000
7.00	Patron Toll Displays			\$4,400	2	\$8,800
8.00	Traffic Control Signal Assembly			\$1,747	2	\$3,494
9.00	PEEK Axle Counter/Seperator			\$51,175	1	\$51,175
10.00	Transcore ORT Solution			\$0	0	\$0
11.00	Receipt Printer			\$1,208	0	\$0
12.00	Treadle Frames - 4 insert type			\$4,944	0	\$0
13.00	Treadle Inserts			\$1,420	0	\$0
14.00	Light Curtain assembly			\$6,132	1	\$6,132
15.00	Magnetic Card Reader			\$345	1	\$345
16.00	VES system (no camera)			\$6,486	2	\$12,972
17.00	VES Image Server			\$4,825	0	\$0
18.00	UPS - Ramp			\$5,955	1	\$5,955
19.00	N/A			\$0	0	\$0
20.00	N/A			\$0	0	\$0
21.00	Ramp Lane Server - Dell 410			\$4,925	2	\$9,850
22.00	N/A					
23.00	N/A					
24.00	N/A					
	INSTALLATION					
30.00	Project Management	77	\$133.16	\$10,253	1	\$10,253
31.00	Mobilization	40	\$66.58	\$2,663	2	\$5,326
32.00	Mount wire ways, conduit, controller boxes	72	\$66.58	\$4,794	2	\$9,588
33.00	Pull clean power circuits	24	\$66.58	\$1,598	2	\$3,196
34.00	Pull dirty circuits	24	\$66.58	\$1,598	2	\$3,196
35.00	Pull data wire	36	\$66.58	\$2,397	2	\$4,794
36.00	Install all in-lane equipment	96	\$66.58	\$6,392	2	\$12,784
37.00	Terminate clean and dirty power circuits	24	\$66.58	\$1,598	2	\$3,196
38.00	Align, test light curtains	16	\$66.58	\$1,065	2	\$2,130
39.00	Test/tune/AVI pattern/read zone	12	\$66.58	\$799	2	\$1,598
40.00	Terminate data wire, fiber, LC, VES, AVI, etc.	96	\$66.58	\$6,392	2	\$12,784
41.00	Run hardware diagnostics	8	\$66.58	\$533	2	\$1,066
42.00	Lane Software: config file/disk prep.	16	\$93.62	\$1,498	2	\$2,996
43.00	Run software diagnostics/troubleshoot	16	\$93.62	\$1,498	2	\$2,996
44.00	Test VES system, align cameras, align flash	24	\$93.62	\$2,247	2	\$4,494
45.00	PEEK Loop System Tuning	12	\$93.63	\$1,124	1	\$1,124
46.00	Commission lane - run/test/debug	16	\$93.62	\$1,498	2	\$2,996
47.00	Warehouse delivery/support	8	\$66.58	\$533	2	\$1,066
48.00	Remove reusable in lane equipment	0	\$66.58	\$0	0	\$0
49.00	Refurbish equipment - ACM	30	\$66.58	\$1,997	1	\$1,997
50.00	Civil, conduit, framing, sawcut concrete (loops), etc.			\$920	9	\$8,280
51.00	Material - conduit, wireway, connectors, cable, etc.			\$5,066	2	\$10,132
52.00	ACM - assemble/calibrate/test	20	\$66.58	\$1,332	1	\$1,332
53.00	ACM trim plates			\$1,800	1	\$1,800
54.00	Additional electrical work in tunnel			\$0	0	\$0
55.00	Additional electrical material to support 54.00			\$0	0	\$0
56.00						
56.00						
	ENGINEERING					
60.00	Host System Software	60	\$127.61	\$7,657	1	\$7,657
61.00	System integration and test	80	\$127.61	\$10,209	1	\$10,209
62.00	Drafting and engineering support	40	\$66.58	\$2,663	1	\$2,663
	TOTAL					\$262,276

ITEM NO.	Boggy Creek EB On 1 lane/1 shoulder ORT Legacy Equipment DESCRIPTION	Labor Hours	Labor Rate	Price	Qty	Extended Price
	EQUIPMENT					
1.00	Adjustable Canopy Mount			\$2,600	2	\$5,200
2.00	AVI H Bracket			\$700	3	\$2,100
3.00	AVI Reader (pull from existing stock)			\$12,500	0	\$0
4.00	Manual Lane Terminal			\$2,295	0	\$0
5.00	ACM Parts to Rebuild/Refurbish			\$7,300	0	\$0
6.00	LCII Lane Controllers			\$10,000	0	\$0
7.00	Patron Toll Displays			\$4,400	0	\$0
8.00	Traffic Control Signal Assembly			\$1,747	0	\$0
9.00	PEEK Axle Counter/Seperator			\$51,175	1	\$51,175
10.00	Transcore ORT Solution			\$200,000	1	\$200,000
11.00	Receipt Printer			\$1,208	0	\$0
12.00	Treadle Frames - 4 insert type			\$4,944	0	\$0
13.00	Treadle Inserts			\$1,420	0	\$0
14.00	Light Curtain assembly			\$6,132	0	\$0
15.00	Magnetic Card Reader			\$345	0	\$0
16.00	VES system (EN500 camera w/housing)			\$14,287	1	\$14,287
17.00	VES Image Server Dell 410			\$4,925	1	\$4,925
18.00	UPS - Ramp			\$5,955	1	\$5,955
19.00	N/A			\$0	0	\$0
20.00	N/A			\$0	0	\$0
21.00	Ramp Lane Server - Dell 410			\$4,925	2	\$9,850
22.00	N/A					
23.00	N/A					
24.00	N/A					
	INSTALLATION					
30.00	Project Management @ 10%	74	\$133.16	\$9,854	1	\$9,854
31.00	Mobilization	10	\$66.58	\$666	1	\$666
32.00	Mount wire ways, conduit, controller boxes	72	\$66.58	\$4,794	1	\$4,794
33.00	Pull clean power circuits	24	\$66.58	\$1,598	1	\$1,598
34.00	Pull dirty circuits	24	\$66.58	\$1,598	1	\$1,598
35.00	Pull data wire	36	\$66.58	\$2,397	1	\$2,397
36.00	Install all in-lane equipment	96	\$66.58	\$6,392	1	\$6,392
37.00	Terminate clean and dirty power circuits	24	\$66.58	\$1,598	1	\$1,598
38.00	Align, test light curtains	16	\$66.58	\$1,065	1	\$1,065
39.00	Test/tune/AVI pattern/read zone	12	\$66.58	\$799	1	\$799
40.00	Terminate data wire, fiber, LC, VES, AVI, etc.	96	\$66.58	\$6,392	1	\$6,392
41.00	Run hardware diagnostics	8	\$66.58	\$533	1	\$533
42.00	Lane Software: config file/disk prep.	16	\$66.58	\$1,065	1	\$1,065
43.00	Run software diagnostics/troubleshoot	16	\$66.58	\$1,065	1	\$1,065
44.00	Test VES system, align cameras, align flash	24	\$66.58	\$1,598	1	\$1,598
45.00	PEEK Loop System Tuning	12	\$66.58	\$799	1	\$799
46.00	Commission lane - run/test/debug	16	\$66.58	\$1,065	1	\$1,065
47.00	Warehouse delivery/support	8	\$66.58	\$533	1	\$533
48.00	Remove reusable in lane equipment	0	\$66.58	\$0	0	\$0
49.00	Refurbish reusable equipment - ACM	30	\$66.58	\$1,997	0	\$0
50.00	Civil, conduit, framing, sawcut concrete (loops), etc.			\$920	10	\$9,200
51.00	Material - conduit, wireway, connectors, cable, etc.			\$5,066	1	\$5,066
52.00	ACM - assemble/calibrate/test	20	\$66.58	\$1,332	1	\$1,332
53.00	ACM trim plates			\$1,800	0	\$0
54.00	Additional electrical work in tunnel			\$0	0	\$0
55.00	Additional electrical material to support 54.00			\$0	0	\$0
56.00	Install Manager					
56.00						
	ENGINEERING					
60.00	Host System Software	60	\$127.61	\$7,657	1	\$7,657
61.00	System integration and test	80	\$127.61	\$10,209	1	\$10,209
62.00	Drafting and engineering support	40	\$66.58	\$2,663	1	\$2,663
	TOTAL					\$373,430

SYSTEMS HARDWARE MAINTENANCE CONTRACT
("SHM-01")

This Contract (the "Contract"), is made and entered into this 22 day of July, 2004, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, an agency and body politic of the State of Florida, with a principal address of 525 S. Magnolia Avenue, Orlando, Florida, 32801 (hereinafter called the "AUTHORITY"), and TransCore LP, a Delaware limited partnership, with a local address of 5858 South Semoran Boulevard, Orlando, FL 32822 (hereinafter the "CONTRACTOR").

1. GENERAL. The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents, all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract. CONTRACTOR shall provide adequate, skilled, and qualified labor and resources for full performance of the Contract to industry standards and the standards set forth in the Contract Documents. The AUTHORITY may, at any time and in the AUTHORITY's reasonable discretion, require CONTRACTOR to increase or decrease CONTRACTOR'S labor force on this Contract, with CONTRACTOR'S compensation to be equitably adjusted accordingly.

Spares and repair parts will be provided for on a negotiated cost plus basis as set forth in the Price Proposal and Method of Compensation exhibits (identified below).

The services to be provided under this Contract include System Hardware Maintenance as detailed in the Contract Documents and any addenda or modifications thereto.

The Contract Documents, in order of precedence, consist of, and may be referred to herein as:

1. The Contract as agreed to;
2. The Scope of Services, attached hereto as Exhibit "A-1", as modified by Addendum (Exhibit "A-2") and Clarified by Questions and Answers (Exhibit "A-3");
3. The Addendum, modifying the Scope of Services, Questions and Answers, or other Contract Documents;
4. The Forte Software License, attached hereto as Exhibit "B-1";
5. The Forte Confidentiality and Non-Disclosure Agreement ("Forte CNDA"), attached hereto as Exhibit "B-2";

EXHIBIT A-1
SCOPE OF SERVICES
(SHM-01)

→ **f. Extra Work & Installation Support**

The Authority from time to time will be installing new equipment, testing vendor equipment and systems in the lanes, adding toll lanes and collection points, and constructing new roads. The Contractor will be required to provide additional support to the Authority to perform some of these tasks. When these tasks are outside the scope of the maintenance contract, the Authority will either, request a quote from the Contractor on performing the new/changed services with an appropriate credit for any deleted services, or request the Contractor to provide an estimate of hours by classification to complete the tasks. For this reason, the Contractor must submit rates on Price Proposal 2 according to classifications. Prior to the Notice to Proceed on this contract, the Contractor must provide a list those individuals who come under each classification. This list will be updated periodically as personnel change.

g. Replacement of Lanes

As shown below the Authority from time to time will be reconfiguring plazas and lanes and the Contractor will be increasing, decreasing, or changing the various lane configurations. To help accommodate these changes the Authority is requesting pricing on the maintenance of lane modes or configurations in Price Proposal 3. The pricing of the various lane modes and configurations will accommodate the adding and subtracting of lanes in the future.

h. Up-Coming Projects

The following is a list of proposed up-coming projects, which are included Authority's five (5) year plan. These are presented for informational purposes only, and the dates included are estimated dates. The Authority has not committed to either the completion of the projects or to the dates shown.

- University Blvd Ramps – Add 2 Dedicated AVI lanes, 2003.
- Curry Ford Ramps – Add 2 Dedicated AVI Lanes, 2003.
- Curry Ford Mainline – Add ORT/Express Lanes, 2004.
- Mills Avenue Off Ramp – Add 1 Ded AVI, 2004.
- Mills Avenue On Ramp – Close, 2005.
- John Young Mainline – Add 4 ORT/Express Lanes, 2 MLT/AVI 2006.
- Boggy Creek Mainline – Add 4 ORT/Express Lanes, 2 MLT/AVI 2006.
- Hiawassee Mainline – Add 4 ORT/Express Lanes, 05-06.
- Dean Mainline – Add 4 ORT/Express Lanes, 05-06.
- Holland West Mainline – Relocate and expand to include 6 ORT, 04-05.
- Holland East Mainline – Relocate and expand to include 6 ORT, 05-06.
- OIA Airport Parking AVI lanes – 8 dedicated lanes, 2004.

MINUTES
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
BOARD MEETING
April 24, 2013

Board Members Present: Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Sec.-Treasurer & Ex-Officio - Orange County
Noranne Downs, P.E., Ex-Officio Board Member – FDOT

Also Present: Max Crumit, P.E., Executive Director
Ken Wright, Shutts & Bowen
Darleen Mazzillo, Executive Assistant/Assistant Secretary

A meeting of the Orlando-Orange County Expressway Authority Board was held on Wednesday, April 24, 2013. The meeting was posted in accordance with Florida Statutes and a quorum was present. Chairman Walter Ketcham called the meeting to order at approximately 9:30 a.m.

PUBLIC COMMENT


Mr. Bob Levy, President of Tele-Traffic wants the Authority to consider putting OOCEA traffic information on their free smart phone app. Chairman Ketcham asked Executive Director Max Crumit to meet with Mr. Levy regarding this request.

APPROVAL OF MINUTES

A motion was made by Ms. Downs and seconded by Mayor Jacobs to approve the minutes of the March 27, 2013 Board Meeting as presented. The motion carried unanimously with four members present and voting AYE by voice vote.

APPROVAL OF CONSENT AGENDA

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

- 
1. Authorization to renew Agreement with TransCore, LP for System Hardware Maintenance (Contract No. 000178) .
Agreement Value: \$5,947,862
 2. Authorization to advertise for bids for construction and initial establishment of Landscape Improvements on S.R. 408 from S.R. 436 to Chickasaw Trail (Project No. 408-819)



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 *Claude Miller*
Director of Procurement

DATE: April 9, 2013

RE: Approval to Renew Agreement for
System Hardware Maintenance with TransCore, LP
Contract No. 000178

Board approval of a third renewal of the referenced contract is requested. TransCore is currently working under the second of two renewals that expires on July 21, 2013. Board approval of a third renewal is requested in lieu of soliciting proposals for a new maintenance contract. The term of the renewal, if approved, will be two years beginning July 22, 2013, and ending July 21, 2015, in the amount of \$5,947,862.57. This amount includes the estimated cost of spare parts during the renewal period.

The renewal amount also includes the VES camera maintenance services currently being provided by TransCore under a separate contract. Combining both hardware maintenance services under a single contract is more efficient and cost effective than managing and administering separate contracts.

System Hardware Maintenance	\$4,312,317.03
VES Camera Maintenance	\$ 782,945.54
Spare Parts	\$ 852,600.00
Renewal Amount	\$5,947,862.57

Staff is in the process of finalizing the design and performance criteria for the new toll collection system hardware. Current projections call for the equipment to be procured and operational by the spring of 2015. It is staff's opinion that solicitation of proposals to maintain the existing hardware for an interim period until the new hardware is installed would be impractical and costly. In addition to the time and expense required to complete the selection process, it is necessary to consider the significant capital investment in equipment and materials that a new contractor would have to make and the Authority would have to pay for in the short two-year term of a new contract.

cc: Max Crumit, Executive Director
Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Administration
Dave Wynne, Director of Toll Operations
Contract File
Consent Agenda 4/13

**MINUTES
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
BOARD MEETING
May 22, 2013**

Board Members Present: Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Sec.-Treasurer & Ex-Officio - Orange County
Noranne Downs, P.E., Ex-Officio Board Member – FDOT

Also Present: Max Crumit, P.E., Executive Director
Joseph Passiatore, General Counsel
Darleen Mazzillo, Executive Assistant/Assistant Secretary

A meeting of the Orlando-Orange County Expressway Authority Board was held on Wednesday, May 22, 2013. The meeting was posted in accordance with Florida Statutes and a quorum was present. Chairman Walter Ketcham called the meeting to order at approximately 9:30 a.m.

PUBLIC COMMENT

There was no public comment.

APPROVAL OF MINUTES

→ A motion was made by Ms. Downs and seconded by Mr. Batterson to approve the minutes of the April 24, 2013 Board Meeting as presented. The motion carried unanimously with four members present and voting AYE by voice vote.

APPROVAL OF CONSENT AGENDA

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

1. Approval of FY 2014 Membership Assessment to MetroPlan Orlando
Assessment Value: \$25,947
2. Approval of Consent to Easement Agreement with the City of Orlando and Orlando Utilities Commission for Orlando Aloft Hotel
3. Approval of Real Estate Purchase Agreement and Addendum No. 1 with Daniel M. and Edna C. Quigley for the acquisition of Parcel 261, S.R. 429 Wekiva Parkway, Project 429-204
Purchase Price: \$323,960

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 24th day of April, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system hardware maintenance; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a third period of two (2) years as approved by the Authority's Board of Directors on April 24, 2013;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a third renewal of said Original Agreement beginning the 22nd day of July, 2013 and ending the 21st day of July, 2015 at the not-to-exceed cost of \$5,947,862.57 which amount restates the amount of the Original Agreement and the supplements.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the second Contract renewal ending July 21, 2013, the Contractor shall execute a 'Certificate of Completion of the Second Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first renewal of the Contract ending July 21, 2013.

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

1. In the Original Contract, in Article 2, Personnel, in the second paragraph, change "Project Manager, Daniel Goggin" to "Project Manager, Robert Davis" and delete "Maintenance Manager, Robert Davis".
2. The attached Exhibit A, Scope of Services for Electronic Toll Collection System Hardware Maintenance, replaces the scope included in the Original Agreement and any supplements and amendments thereto.
3. Services shall include maintenance of hardware for the Violation Enforcement System (VES) based on the attached Exhibit A, Scope of Services for the VES.
4. Services shall include hardware maintenance for the License Plate Recognition (LPR) System based on the attached Exhibit A, Scope of Services for the LPR.
5. The rates to be charged by the Contractor during the renewal period are as indicated on the attached Exhibit B, Contract Pricing Summary.

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

TRANSCORE, L.P.

BY: [Signature]
Authorized Signature

Print Name: Jim Wilson

Title: SEVP

ATTEST: [Signature]
Secretary or Notary



ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: [Signature]
Director of Procurement

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

Approved as to form and execution, only

[Signature]
General Counsel for the Authority

EXHIBIT “B”

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Joseph A. Berenis, Deputy Executive Director

DATE: October 8, 2014

RE: Staff's Report



Below is the Staff's Report for the October 9, 2014 Board Meeting.

Engineering, Operations, Construction & Maintenance

- Staff is working with All Aboard Florida (AAF) on a potential rail alignment within a portion of the SR 528 median.
- We have completed the 60% plans for the Innovation Way Interchange Project. It is currently on hold.
- Wekiva Parkway:
 - Completed 100% plans for the two sections north of US 441.
 - Right of way acquisition for the first two sections is proceeding on schedule.
- 2040 Master Plan Update:
 - Individual meetings with Board Members will be scheduled.
 - Phase I involving data gathering and meeting with other public agencies is complete.
- OOCEA's Traffic & Revenue Consultant has begun the Fiscal Year 2014 Annual Report.
- The Authority is submitting all additional information requested by USDOT for the Wekiva Parkway TIFIA application.
- The Authority will be advertising for requests for proposals to replace toll collection equipment in the lanes.

- The Authority will be advertising for Letters of Interest for the following projects:
 - Improvements to SR 408 from Hiawasse Road to Good Homes Road
 - Improvements to SR 408 from SR 417 to Alafaya Trail
 - Project Development and Environmental (PD&E) Study of SR 408 extension from the existing east terminus east to SR 520

Finance and Administration

- CFX staff attended the Florida Commission on Ethics Annual Conference on September 25 and 26, 2014.
- The Central Florida Expressway Authority Business Development Office has partnered with the Small Business Administration in a Strategic Alliance Memorandum which increases the resources available to our local, small and disadvantaged businesses to foster growth and awareness in the areas of:
 - Access to Capital (Business Financing)
 - Entrepreneurial Development (Education, Information, Technical Assistance & Training)
 - Federal Government Contracting (Federal Procurement)
- CFX staff is in the final stages of acquiring a USDOT Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for Section 2 of the Wekiva Parkway. Negotiation of the loan terms is expected to begin soon. The loan will advance the project 1½ years and save approximately \$120 million in financing costs over a 35 year period.
- Neel Long, Human Resources Director is preparing for the annual open enrollment for staff health benefits.
- Moore Stephens Lovelace, the Authority's external auditors continue to work on the Fiscal Year 2014 audit.
- CFX staff is working with Florida's Turnpike, Miami Dade Expressway Authority and Tampa Hillsborough Expressway Authority to negotiate a Centralized Customer Service System (CCSS) agreement that will define the governance and management of CCSS development and implementation.
- CFX staff participated in the following events:
 - Lake-Sumter MPO Board (Wekiva Parkway Presentation)
 - Goldwing Road Riders of Apopka
 - Zellwood Station HOA (Wekiva Parkway Presentation)
 - Apopka City Council (Wekiva Parkway Presentation)

I-Drive (ETC Presentation)
Round Lake Road Neighborhood Watch (Wekiva Parkway Presentation)
Wekiva Parkway Section 1 Open House (Wekiva Parkway Presentation)
Wekiva State Park Public Lands Day (Wekiva Parkway Presentation)
Rotary Club of Sanford (Wekiva Parkway Presentation)
UCF - John Hitt: Think of the Opportunities
Kiwanis Club of Mount Dora
Wekiva Parkway Pre-Construction Public Workshop

End of Report