

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
October 8, 2015  
Location: CFX Boardroom**

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Board Members Present:

Commissioner Welton G. Cadwell, Lake County (Chairman)  
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)  
Commissioner S. Scott Boyd, Orange County (Vice Chairman)  
Commissioner Fred Hawkins, Jr., Osceola County  
Andria Herr, Gubernatorial Appointment  
Jay Madara, Gubernatorial Appointment  
S. Michael Scheeringa, Gubernatorial Appointment

Board Members Not Present:

Mayor Buddy Dyer, City of Orlando  
Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director  
Joseph L. Passiatore, General Counsel  
Darleen Mazzillo, Recording Secretary/Executive Assistant

**CALL TO ORDER**

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

**PUBLIC COMMENT**

- 1) Chuck Graham requested funding for public transportation.
  - 2) Sally Baptiste provided a handout regarding a proposed constitutional amendment for voters to approve future toll increases. She also congratulated FDOT for their 100<sup>th</sup> anniversary.
  - 3) President of TEAMFL, Bob Hartnett invited CFX Board, staff and consultants to the TEAMFL Quarterly Meeting on October 29 & 30 in Coral Gables, FL.
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### **APPROVAL OF MINUTES**

**A motion was made by Commissioner Boyd and seconded by Mr. Madara to approve the September 10, 2015 Board Meeting, September 10, 2015 Board Workshop and September 10, 2015 Wellness Way Transportation Corridor Meeting Minutes as presented. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.**

### **APPROVAL OF CONSENT AGENDA**

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

### **CONSTRUCTION & MAINTENANCE**

1. Approval to advertise for Request for Proposals for Facilities Maintenance Services – Contract No. 001150
2. Approval to Advertise for Letters of Interest for Miscellaneous Construction Engineering and Inspection (CEI) Services for ITS Projects
3. Approval of final ranking and authorization for fee negotiations with RS&H, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 417 Resurfacing – Contract No. 001131
4. Approval for Award of Contract to Traffic Control Products of Florida, Inc. for S.R. 408 Trailblazer Upgrades Phase II – Contract No. 001146 (Contract Amount: \$323,927)
5. Approval for Award of Contract to A<sup>2</sup> Group, Inc. for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Systems Interchange - Project No. 429-204 (Contract Amount: Not to Exceed \$6,000,000)
6. Approval of Construction Contract Modifications on the following contracts:
  - a) Contract No. 599-123 United Signs & Signals, Inc. (\$15,144.93)
  - b) Contract No. 528-405 Southland Construction, Inc. \$111,096.02
  - c) Contract N. 599-520 United Signs & Signals, Inc. (\$96,468.64)
  - d) Contract N. 417-301C SEMA Construction (\$22,256.64)

### **ENGINEERING**

7. Approval of Supplemental Agreement No. 6 with URS Corporation for post-design services for S.R. 408/S.R. 417 Ultimate Interchange Improvements – Project No. 253F (Agreement Amount: Not-to-Exceed \$361,091.19)

8. Approval to advertise for Letters of Interest to provide Miscellaneous Design Consultant Services under the Small Sustainable Business Enterprise (SSBE) Program – Contract No. 001161

#### EXPRESSWAY OPERATIONS

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

#### FINANCE & ACCOUNTING

10. Approval of Inventory Disposal

#### LEGAL

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

### SUPPLIER DIVERSITY

19. Approval of Supplemental Agreement No. 1 with Covalt Group, Inc. for Construction Contractor Compliance Consultant Services and Approval of Wynn Consulting Group, Inc. as Subconsultant (Supplemental Agreement Amount: \$300,000)

20. Authorization to execute Cooperative Purchase Agreement with Construction Estimating Institute of America, Inc. for supplier diversity training – Contract No. 001160 (Contract Amount: \$100,000)

**A motion was made by Commissioner Boyd and seconded by Commissioner Carey to approve the Consent Agenda as presented. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.**

### CHAIRMAN'S REPORT

Chairman Cadwell reported on the "Beyond Traffic Forum" that he attended, hosted by the USDOT and Mayor Dyer.

### TREASURER'S REPORT

Commissioner Carey reported that toll revenues for August were \$29,520,414 which is 11% above projections and 10% above prior year. CFX's total revenues were \$31.4 million for the month.

Total OM&A expenses were \$3.7 million for the month and \$5.9 million year-to-date, which is 18% under budget.

After debt service the total net revenue available for projects was \$15.8 million for August and \$33.4 million year-to-date.

### EXECUTIVE DIRECTOR'S REPORT

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

In addition, she reported on the following:

- Congratulations to Corey Quinn for his promotion to Chief of Technology/Operations.
- Thank you to Sandy Minkoff and John Terwilliger for their service on the Right of Way Committee. They are both retiring this month.



## **REGULAR AGENDA ITEMS**

### **1. UPDATE ON S.R. 417 AND S.R. 429 BUY**

Commissioner Carey reported that CFX staff has run an analysis of Secretary Boxold's valuation methodology for a buy or swap opportunity. Executive Director Laura Kelley reported on the results of the analysis.

Ms. Kelley reported that we are in the process of setting up a series of meetings with Secretary Boxold to continue the dialogue.

CFX Bond Counsel has been asked to provide an opinion on the legality of a buy or swap. Joe Stanton of Broad and Cassel, who serves as CFX's Bond Counsel, answered questions from the Board members.

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

### **2. ACCOUNTING/FINANCE DEPARTMENT PRESENTATION**

Manager of Accounting and Finance, Mike Carlisle gave a presentation on the Accounting/Finance Department. The presentation included a department overview, finance team information, and department future.

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

### **3. FEDERAL LOBBYIST PROCUREMENT**

Chief of Staff/Public Affairs Officer Michelle Maikisch gave an update on the procurement of Federal Advocacy Services.

Ms. Maikisch explained the available options:

- 1) Continue with review process for the two submittals and bring a recommendation to the Board to award the contract at the November meeting.
- 2) Re-advertise for the services and directly notify firms that did not submit. Re-advertising would mean a December award.

**A motion was made by Commissioner Hawkins and seconded by Commissioner Carey to move forward with the review process for the two submittals for Federal Advocacy Services and bring a recommendation to the Board at the November meeting. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.**

#### **4. ADVANCEMENT OF S.R. 417 WIDENING PROJECT**

Staff is requesting authorization to move the construction phase of the SR 417 Widening Project from year 6 and 7 outside the Work Plan into the Work Plan in FY 2018 and 2019.

**A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to authorize the advancement of the construction phase of the S.R. 417 Widening Project as recommended by staff. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.**

#### **5. MARDEN ROAD/S.R. 414 INTERCHANGE AGREEMENT**

General Counsel Joseph Passiatore requested approval of the Marden Road/S.R. 414 Interchange Agreement. The agreement provides that the total cost of the project be borne by the developer.

Michael Wright of Emerson Point Associates, LLLP explained why Apopka needs the Interchange, showed the timeline, and an aerial view of the project area.

Apopka Mayor Joe Kilsheimer thanked CFX for the opportunity to advance this project and explained the benefits to the residents and businesses in Apopka.

**A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the Marden Road/S.R. 414 Interchange Agreement, with the provision that the perpetual landscape maintenance with minimum standards be paid by the developer and, if and when signalization is warranted, the costs will be borne by the developer. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.**

#### **6. CONSIDERATION OF COST SAVINGS REGARDING LEGAL SERVICES FOR RIGHT OF WAY ACQUISITION**

Chairman Cadwell initiated a discussion regarding whether there is a better way to manage legal right of way services. The amount of the funding request, combined with the fact that right of way counsel ultimately reports to the Board, warrants a discussion by the Board relative to the future use of outside counsel for the acquisition of right of way for CFX projects. General Counsel Joseph Passiatore has put together a memo (Exhibit "C") outlining the cost savings for right of way legal services.

By consensus, the Board members directed staff to conduct additional analyses and come back with a recommendation next month.

## **7. AMENDMENTS TO COMMITTEE CHARTERS**

As proposed at last month's meeting, General Counsel Joseph Passiatore has drafted revisions to the Audit, Finance, Operations and Right of Way Committee Charters to provide for representation from the gubernatorial appointees.

He explained the two proposed changes to these charters:

- 1) A nomination process whereby the gubernatorial appointees would nominate an individual for each of the four committees (three nominations per committee). From those nominations, the Board would select one appointee for each committee.
- 2) A provision that contract personnel providing services to the appointed entity would qualify as staff.

In addition to the above, Mr. Passiatore proposed adding a clause to the county appointments to allow citizen representatives to serve, in addition to staff members.

**A motion was made by Mr. Madara and seconded by Mr. Scheeringa to approve the amendments to the committee charters as presented, with additional language requiring the filing of Form 1 and additional language to allow citizen representatives for county appointments. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.**

## **8. ALL ELECTRIC TOLLING**

Chief of Technology/Operations Corey Quinn presented information on all electronic tolling for future consideration.

In the future CFX staff will conduct a workshop where we will have more detailed information regarding costs and customer service.

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

## **9. AWARD OF CONTRACT TO LANE CONSTRUCTION FOR S.R. 408/S.R. 417 INTERCHANGE IMPROVEMENTS PHASE I (PROJECT NO. 253F)**

Don Budnovich, Resident Engineer/Sr. Project Manager, presented an overview of the S.R. 408/S.R. 417 Interchange Improvement Project. CFX staff recommends award of the contract for Phase I to Lane Construction Corporation in the amount of \$36,744,623.

**A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the contract award to Lane Construction Corporation for S.R. 408/S.R. 417 Interchange Improvements Phase I. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.**

#### **10. REGIONAL PUBLIC SCHOOL BUS REBATE PROGRAM PROPOSAL**

Chief Financial Officer Lisa Lumbard explained the details of the proposed school bus rebate program.

Ms. Lumbard requested approval to create a 99% regional public school bus rebate program for school buses from Brevard, Lake, Orange, Osceola, Polk, Seminole and Volusia Counties that are transporting students on the CFX system beginning February 1, 2016. CFX must exceed its projected revenue by at least 2% for the rebate to be credited in any given month.

Ms. Herr abstained from voting on this item because she has a client that would benefit. (Form 8B attached as Exhibit "D").

**A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the Regional Public School Bus Rebate Program Proposal as presented. The motion carried with six (6) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present; Ms. Herr abstained from voting.**

#### **BOARD MEMBER COMMENT**

- 1) Commissioner Hawkins asked staff to look into redesigning the southbound exit of S.R. 417 at Narcoossee Road to provide for a dual left turn lane and still have the option to turn right. The exit ramp gets backed up during peak hours because there are more vehicles turning left than right. CFX staff will look into it and report back to Commissioner Hawkins.
- 2) Mr. Scheeringa addressed comments to the community regarding the Master Plan process.
- 3) Commissioner Carey asked if we are doing anything from a marketing standpoint to raise the level of awareness. Chief of Staff/Public Affairs Officer Michelle Maikisch explained some outreach programs that we are doing to educate the community on what we do and our role in transportation.
- 4) Chairman Cadwell asked the Board members to send their General Counsel evaluations to Ms. Kelley, if they haven't already done so.

**ADJOURNMENT**

The Chairman adjourned the meeting at 11:10.



Commissioner Welton G. Cadwell  
Chairman  
Central Florida Expressway Authority



Darleen Mazzillo  
Recording Secretary/Executive Assistant  
Central Florida Expressway Authority

Minutes approved on Nov. 12, 2015.

*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](mailto: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](http://www.expresswayauthority.com)*

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**BOARD MEETING**  
**October 8, 2015**  
**9:00 a.m.**

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

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

**B. PUBLIC COMMENT**

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

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

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

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

**E. REPORTS**

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

**F. REGULAR AGENDA ITEMS**

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

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

## G. BOARD MEMBER COMMENT

## H. ADJOURNMENT

This meeting is open to the public.

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

## EXHIBIT "A"



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA

October 8, 2015

### CONSTRUCTION & MAINTENANCE

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3. Approval of final ranking and authorization for fee negotiations with RS&H, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 417 Resurfacing – Contract No. 001131
4. Approval for Award of Contract to Traffic Control Products of Florida, Inc. for S.R. 408 Trailblazer Upgrades Phase II – Contract No. 001146 (Contract Amount: \$323,927)
5. Approval for Award of Contract to A<sup>2</sup> Group, Inc. for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Systems Interchange - Project No. 429-204 (Contract Amount: Not to Exceed \$6,000,000)
6. Approval of Construction Contract Modifications on the following contracts:
  - a) Contract No. 599-123 United Signs & Signals, Inc. (\$15,144.93)
  - b) Contract No. 528-405 Southland Construction, Inc. \$111,096.02
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### ENGINEERING

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8. Approval to advertise for Letters of Interest to provide Miscellaneous Design Consultant Services under the Small Sustainable Business Enterprise (SSBE) Program – Contract No. 001161

### EXPRESSWAY OPERATIONS

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

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **FINANCE & ACCOUNTING**

10. Approval of Inventory Disposal

## **LEGAL**

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

## **SUPPLIER DIVERSITY**

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


# **CONSENT AGENDA ITEM**

**#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** Authority Board Members

**FROM:** Claude Miller   
Director of Procurement

**DATE:** September 22, 2015

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

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

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


## **CONSENT AGENDA ITEM**

**#2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** Authority Board Members

**FROM:** Claude Miller   
Director of Procurement

**DATE:** September 22, 2015

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

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




## **CONSENT AGENDA ITEM**

**#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: September 22, 2015

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

In accordance with the approved Procurement Policy and Procedures for professional services consultants, the Procurement Department advertised for Letters of Interest (LOI) for the referenced project on July 19, 2015. Responses were received from five firms by the August 4, 2015, deadline. Those firms were: DRMP, Inc.; RS&H, Inc.; Infrastructure Engineers, Inc.; Johnson, Mirmiran & Thompson, Inc.; JBS Engineering Technical Services, Inc.

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

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

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

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



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

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

**Committee Members Present:**

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

**Other Attendees:**

Robert Johnson, Manager of Procurement

**Presentation / Question and Answer:**

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

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

**Evaluation Portion:**

Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them and their executed Disclosure forms to Robert. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
RS&H, Inc.	03	01
DRMP, Inc.	06	02
Johnson, Mirmiran & Thompson	09	03
Infrastructure Engineers, Inc.	12	04

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

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

Submitted by:

  
Robert Johnson

Approved by:

  
Don Budnovich

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## TECHNICAL PROPOSALS FINAL RANKING

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

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

EVALUATION COMMITTEE MEMBERS:

  
 \_\_\_\_\_  
 9/18/2015

  
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 9/18/2015

  
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 9/18/2015

## **CONSENT AGENDA ITEM**

**#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members  
FROM: Claude Miller   
Director of Procurement  
DATE: September 22, 2015  
RE: Award of Contract for  
S.R. 408 Trailblazer Upgrades Phase II  
Contract No. 001146; Project No. 599-616B

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

Bid results were as follows:

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

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

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

## CONTRACT

This Contract No. 001146 (the "Contract"), made this 8<sup>th</sup> day of October, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC., hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 599-616B, S.R. 408 Trailblazer Upgrades Phase II, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 180 calendar days. The Contract Amount is \$323,927.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 8, 2015.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC.

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

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

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_ (Seal)

Approved as to form and execution, only.


General Counsel for the AUTHORITY


\_\_\_\_\_

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** Laura Kelley  
Executive Director

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

Claude Miller   
Director of Procurement

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

**DATE:** September 18, 2015

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

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

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

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

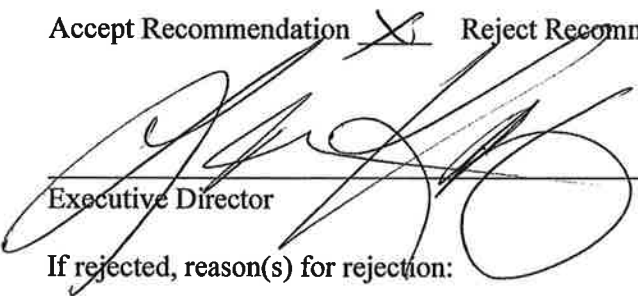
During the meeting we noted the following:

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

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

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

Accept Recommendation ☒ Reject Recommendation ☐

  
\_\_\_\_\_  
Executive Director

If rejected, reason(s) for rejection:

\_\_\_\_\_

\_\_\_\_\_




## **CONSENT AGENDA ITEM**

**#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller,   
Director of Procurement

DATE: September 22, 2015

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

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

# **AGREEMENT**

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

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

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

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

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

**FOR**

**S.R. 429 (WEKIVA PARKWAY) SYSTEMS INTERCHANGE  
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**CONTRACT NO. 001087**

**OCTOBER 2015**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

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

**Executive Director**

**Laura Kelley**

## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
AG	Agreement	AG-1 to AG-19
	Exhibit "A", Scope of Services	
	Exhibit "B", Method of Compensation	
	Exhibit "C", Details of Cost and Fees	
	Exhibit "D", Project Organization Chart	

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

### 3.0 TERM OF AGREEMENT

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

### 4.0 PROJECT SCHEDULE

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

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

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

#### 5.0 PROFESSIONAL STAFF

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



Mehta and Associates, Inc.  
Gannett Fleming  
DRMP, Inc.  
Geotech Consultants Internationasa, Inc.

FIGG Bridge Inspection, Inc.  
Page One Consultants, Inc.  
Rummel, Klepper & Kahl, LLP

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

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

## 6.0 SERVICES TO BE PROVIDED

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

## 7.0 COMPENSATION

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

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

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

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

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 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Director of Construction.

#### 11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to the AUTHORITY's Executive Director whose decision shall be final.

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

#### 12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

### 13.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

#### 17.0 STANDARD OF CONDUCT

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

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

#### 18.0 DOCUMENTED ALIENS

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

## 19.0 CONFLICT OF INTEREST

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

## 20.0 SEVERABILITY

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

## 21.0 GOVERNING LAW AND VENUE

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

22.00

## ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

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

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

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: \_\_\_\_\_  
Authorized Signature

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

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

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

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

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

Approved as to form and execution, only.

General Counsel for the AUTHORITY

\_\_\_\_\_



**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT**

**I.     PURPOSE**

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

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

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

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

**II.    GENERAL REQUIREMENTS**

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

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

**III.   BEGINNING AND LENGTH OF SERVICES**

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

#### IV. SERVICES

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

##### A. General

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

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

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

##### B. Resident Inspection

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

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

##### C. Testing

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

CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

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

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

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

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

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

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

D. Management Engineering Services

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

Services include, but are not limited to the following:

1. At the direction of the AUTHORITY, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
2. Maintain project files in accordance with the AUTHORITY's methods and utilizing the AUTHORITY's filing system.
3. Receive, review, and recommend acceptance by the Authority of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a roadway and bridge construction diary, including weather.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to the AUTHORITY for review and processing.

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

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with the AUTHORITY when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the AUTHORITY may request an interpretation from the Wekiva Parkway Corridor Consultant and/or Design Engineers.
10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to the AUTHORITY.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.
12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by the AUTHORITY a finding of facts and request for contract modification in accordance with applicable procedures.
13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to the AUTHORITY covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to the AUTHORITY covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to the AUTHORITY all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the marked As-Built (Record)

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

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

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

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

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

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

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

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

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

## V. PERSONNEL

### A. General Requirements

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

### B. Personnel Qualifications

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

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

### C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the AUTHORITY. An individual previously approved by the AUTHORITY whose performance is later determined by the AUTHORITY to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.



Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by the AUTHORITY to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of the AUTHORITY.

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

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

D. Licensing for Equipment Operation

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

E. Personnel Training and Experience Standards

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

1. Resident Engineer/Sr. Project Engineer

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

2. Project Engineer/Project Administrator

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

3. Office Engineer/Contract Support Specialist

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

4. Senior Inspector (Roadway/Bridge)

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

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

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

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

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

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

#### VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

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

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

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

#### VIII. LIAISON

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

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

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

#### IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

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

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

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

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

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

X. SUBCONSULTANT SERVICES

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

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

XI. OTHER SERVICES

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

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

XII. POST CONSTRUCTION CLAIMS REVIEW

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

END OF SCOPE

**EXHIBIT B**

**METHOD OF COMPENSATION**

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

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

**1.0 PURPOSE**

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

**2.0 COMPENSATION**

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

**2.1 SUMMARY OF COMPENSATION**

The Total Maximum Limiting Amount will consist of the following:

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

	\$ 4,526,191.56
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- Premium Overtime (Limiting Amount) Compensation for premium overtime costs are provided only for firms that do not account reimbursement through their overhead rate (at the time of execution of this contract) or for firms that have had their field overhead rate capped at 120% or for firms that allocate this to the FDOT direct expense rate because such rate is not reimbursed as part of this contract.

	\$ 39,469.20
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- Fixed Fee/Operating Margin (Field Services )

A <sup>2</sup> (Lump Sum)	\$ 363,929.34
Sub-Consultants (Limiting Amount)	\$ 179,213.65



• Direct Project Expenses (As Identified)

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

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

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

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

Contingency (Allowance)	\$ 200,000.00
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## 2.2 DETAILS OF COMPENSATION

### LUMP SUM AMOUNTS

#### Project Expenses (Lump Sum)

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

#### Operating Margin (Lump Sum)

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

## LIMITING AMOUNT ELEMENTS

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

### Salary Related Costs (Limiting Amount)

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

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

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

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

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

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

## ALLOWANCE AMOUNT ELEMENTS

### Contingency (Allowance Amount)

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

### **3.0 INVOICING PROCEDURE**

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

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

### **4.0 RATE ESCALATION PROVISION**

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

END OF SECTION

**EXHIBIT C**

**DETAILS OF COSTS AND FEES**



**A² Group, Inc.**  
Summary of Estimated Costs  
SR-429 204

Date : 09/17/2015

Contract Estimate # 10 (Final)

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

CEI SERVICES FOR S. R. 429 (Wekiva Parkway)

CONTRACT NO. 061087

CFX Project No. 429-204 Section 2B

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

Recap	REGULAR HOURS	O.T. HOURS	Regular	Straight O.T.	Fringes & OH.	Sub-Total	Operating Margin	Lump Sum Services	Field Office Expenses Allowance	Direct Project Office Supplies, Utilities, Tools, Equip, Furniture Expenses	Direct Project Vehicle Operating Costs, Tolls and Mobile Expenses	Premium OT	Subconsultants Allowances	Contingency	Prime	Subconsultant CEI	Total	%
A² GROUP, INC.	34,455.00	1,378.00	\$ 1,335,428.70	\$ 43,091.51	\$ 1,654,224.25	\$ 3,032,744.46	\$ 363,928.34	\$ -	\$ 92,802.49	\$ 151,339.67	\$ 144,792.36	\$ 21,545.76		\$ 200,000.00	\$ 3,807,154.08		\$ 3,807,154.08	63.45%
Contingency	5,280.00	145.00	\$ 278,059.65	\$ 5,247.12	\$ 339,968.12	\$ 623,274.89	\$ 74,792.99	\$ -	\$ -	\$ 1,363.20	\$ 28,256.00	\$ 2,623.59					\$ 200,000.00	3.33%
Subconsultant - FIGG	4,290.00	342.00	\$ 101,265.90	\$ 8,083.98	\$ 124,846.86	\$ 234,217.74	\$ 28,106.13	\$ -	\$ -	\$ 681.60	\$ 19,316.69	\$ 4,041.99					\$ 730,310.64	12.17%
Subconsultant - RK&K	3,860.00	316.00	\$ 94,792.50	\$ 7,584.25	\$ 114,470.67	\$ 216,827.42	\$ 26,019.29	\$ -	\$ -	\$ 1,363.20	\$ 21,242.56	\$ 3,782.13					\$ 296,384.15	4.77%
Subconsultant - DRMP	3,050.00	243.00	\$ 98,469.80	\$ 7,845.12	\$ 101,753.05	\$ 208,066.97	\$ 24,968.04	\$ -	\$ -	\$ 681.60	\$ 13,404.21	\$ 3,922.96					\$ 269,234.60	4.48%
Subconsultant - GCI	2,870.00	237.60	\$ 70,290.00	\$ 5,623.20	\$ 81,095.84	\$ 167,008.04	\$ 20,041.08	\$ -	\$ -	\$ 1,363.20	\$ 15,987.48	\$ 2,811.60					\$ 251,043.38	4.18%
Subconsultant - METHA																	\$ 207,207.40	3.45%
Subconsultant - GANNETT FLEMING																	\$ 124,473.49	2.07%
Subconsultant - PAGE ONE																	\$ 124,212.26	2.07%
Subconsultant - TBD																	\$ -	0.00%
Totals	54,725.00	2,720.20	\$ 1,996,886.55	\$ 78,938.38	\$ 2,450,386.63	\$ 4,526,191.56	\$ 543,142.99	\$ -	\$ 92,802.49	\$ 156,792.47	\$ 242,994.30	\$ 39,469.20	\$ 198,606.99	\$ 200,000.00	\$ 3,807,154.08	\$ 1,592,845.92	\$ 6,000,000.00	100.00%
%			33.28%	1.32%	40.84%		9.05%	0.00%	1.55%	2.81%	4.05%	0.86%	3.31%	3.33%	63.45%	33.21%	100.00%	

ORE Participation Percentage			
Sub-Total At Cost	Contract	%	
Subconsultant - GCI	\$ 3,807,154.08	63.45%	
Subconsultant - GCI	\$ 251,043.38	4.18%	
Subconsultant - METHA	\$ 207,207.40	3.45%	
Subconsultant - PAGE ONE CONSULTANTS	\$ 124,212.26	2.07%	
Totals	\$ 4,389,617.12	73.16%	9.71%



**A² Group, Inc.**  
**Summary of Estimated Costs**  
**SR-429 204**  
 Date : 09/17/2015

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

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

**EXHIBIT "C"**

DBE Participation Percentage
Sub-Total A² Group, Inc. Prime Consultant
Subconsultant - GCI
Subconsultant - METHA
Subconsultant - PAGE ONE CONSULTANTS
<b>Totals</b>

Contract	%
\$ 3,897,154.08	63.45%
\$ 251,043.38	4.18%
\$ 207,207.40	3.45%
\$ 124,212.26	2.07%
<b>\$ 4,389,617.12</b>	<b>73.16%</b>

DESCRIPTION	DBE			TOTALS	DBE
<b>SALARY RELATED COSTS (FIELD INSPECTIONS)</b>			\$ 4,526,191.56	\$ 4,526,191.56	
A² GROUP, INC.	DBE		\$ 3,032,744.46		\$ 3,032,744.46
Subconsultant - FIGG			\$ 823,274.89		
Subconsultant - RK&K			\$ 234,217.74		
Subconsultant - DRMP			\$ 216,827.42		
Subconsultant - GCI	DBE		\$ 208,066.97		\$ 208,066.97
Subconsultant - METHA	DBE		\$ 167,009.04		\$ 167,009.04
Subconsultant - GANNET FLEMING			\$ -		
Subconsultant - PAGE ONE	DBE		\$ 44,051.04		\$ 44,051.04
Subconsultant - TBD			\$ -		
<b>OVERTIME PREMIUM COSTS</b>			\$ 39,469.20	\$ 39,469.20	
A² GROUP, INC.	DBE		\$ 21,545.76		\$ 21,545.76
Subconsultant - FIGG			\$ 2,623.56		
Subconsultant - RK&K			\$ 4,041.99		
Subconsultant - DRMP			\$ 3,782.13		
Subconsultant - GCI	DBE		\$ 3,922.56		\$ 3,922.56
Subconsultant - METHA	DBE		\$ 2,811.60		\$ 2,811.60
Subconsultant - GANNET FLEMING			\$ -		
Subconsultant - PAGE ONE	DBE		\$ 741.60		\$ 741.60
Subconsultant - TBD			\$ -		
<b>OPERATING MARGIN</b>			\$ 543,142.99	\$ 543,142.99	
A² GROUP, INC.	DBE		\$ 363,929.34		\$ 363,929.34
Subconsultant - FIGG			\$ 74,792.99		
Subconsultant - RK&K			\$ 28,106.13		
Subconsultant - DRMP			\$ 26,019.29		
Subconsultant - GCI	DBE		\$ 24,968.04		\$ 24,968.04
Subconsultant - METHA	DBE		\$ 20,041.08		\$ 20,041.08
Subconsultant - GANNET FLEMING			\$ -		
Subconsultant - PAGE ONE	DBE		\$ 5,286.12		\$ 5,286.12
Subconsultant - TBD			\$ -		
<b>EXPENSES</b>			\$ 249,594.96	\$ 249,594.96	
A² GROUP, INC. MONTH 1 - 20%	DBE		\$ 30,267.92		\$ 30,267.92
A² GROUP, INC. MONTH 2 thru 26	DBE		\$ 121,071.75		\$ 121,071.75
A² GROUP FIELD OFFICE EXPS ALLOWANCE	DBE		\$ 92,802.49		\$ 92,802.49
Subconsultant - FIGG			\$ 1,363.20		
Subconsultant - RK&K			\$ 681.60		
Subconsultant - DRMP			\$ 1,363.20		
Subconsultant - GCI	DBE		\$ 681.60		\$ 681.60
Subconsultant - METHA	DBE		\$ 1,363.20		\$ 1,363.20
Subconsultant - GANNET FLEMING			\$ -		
Subconsultant - PAGE ONE	DBE		\$ -		\$ -
Subconsultant - TBD			\$ -		
<b>VEHICLES / MOBILE EXPENSES</b>			\$ 242,994.30	\$ 242,994.30	
A² GROUP, INC.	DBE		\$ 144,792.36	\$ 5.60	\$ 144,792.36
Subconsultant - FIGG			\$ 28,258.00	\$ 5.35	
Subconsultant - RK&K			\$ 19,316.69	\$ 4.50	
Subconsultant - DRMP			\$ 21,242.56	\$ 5.36	
Subconsultant - GCI	DBE		\$ 13,404.21	\$ 4.39	\$ 13,404.21
Subconsultant - METHA	DBE		\$ 15,982.48	\$ 5.38	\$ 15,982.48
Subconsultant - GANNET FLEMING			\$ -		
Subconsultant - PAGE ONE	DBE		\$ -		\$ -
Subconsultant - TBD			\$ -		
<b>GEOECHANICAL / SURVEYING / OTHER</b>			\$ 198,606.99	\$ 198,606.99	
A² GROUP, INC.	DBE		\$ -		\$ -
Subconsultant - FIGG			\$ -		
Subconsultant - RK&K			\$ -		
Subconsultant - DRMP			\$ -		
Subconsultant - GCI	DBE		\$ -		\$ -
Subconsultant - METHA	DBE		\$ -		\$ -
Subconsultant - GANNET FLEMING			\$ 124,473.49		
Subconsultant - PAGE ONE	DBE		\$ 74,133.50		\$ 74,133.50
Subconsultant - TBD			\$ -		
<b>CONTINGENCY</b>				\$ 200,000.00	
<b>TOTALS</b>			<b>\$ 5,800,000.00</b>	<b>\$ 6,000,000.00</b>	<b>\$ 4,389,617.12</b> <b>73.16%</b>



## Months 25

65044



## DIRECT EXPENSES SCHEDULE

Months  
28

ITEM #	Type	Expense Item #	Description	Quantity	Unit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
59	Testing & Field Equip	5	100' Steel Tape	2	\$ 38.90	\$77.80	\$5.06	\$82.86	\$0.00		\$82.86		
60	Testing & Field Equip	5	300' Fiberglass Tape	1	\$ 57.89	\$57.89	\$3.76	\$61.65	\$0.00		\$61.65		
61	Testing & Field Equip	5	6' Level	5	\$ 90.00	\$450.00	\$29.25	\$479.25	\$0.00		\$479.25		
62	Testing & Field Equip	5	Carpenter's Level 48"	1	\$ 37.10	\$37.10	\$2.41	\$39.51	\$0.00		\$39.51		
63	Testing & Field Equip	4	Concrete Scoop	4	\$ 15.50	\$62.00	\$4.03	\$66.03	\$0.00		\$66.03		
64	Testing & Field Equip	5	Concrete Slump Test Kit	4	\$ 285.50	\$1,142.00	\$74.23	\$1,216.23	\$0.00		\$1,216.23		
65	Testing & Field Equip	5	Cylinder Molds (case of 36 without lids)	20	\$ 84.20	\$1,684.00	\$109.48	\$1,793.48	\$0.00		\$1,793.48		
66	Testing & Field Equip	5	Cylinder Mold Lids (each)	800	\$ 2.23	\$1,784.00	\$115.96	\$1,899.96	\$0.00		\$1,899.96		
67	Testing & Field Equip	5	Cylinder Mold Transport Rack	2	\$ 13.00	\$26.00	\$1.62	\$27.62	\$0.00		\$27.62		
68	Testing & Field Equip	5	Car Parts Box	2	\$ 24.50	\$49.00	\$3.06	\$52.06	\$0.00		\$52.06		
69	Testing & Field Equip	5	Field Books (6 1/2 x 8 1/2)	30	\$ 8.90	\$267.00	\$16.62	\$283.62	\$0.00		\$283.62		
70	Testing & Field Equip	5	Field Books, Batteries, & Pack	10	\$ 19.80	\$198.00	\$12.47	\$210.47	\$0.00		\$210.47		
71	Testing & Field Equip	5	Flashlight	10	\$ 148.99	\$1,489.90	\$97.49	\$1,587.39	\$0.00		\$1,587.39		
72	Testing & Field Equip	5	Infrared Surface Thermometer & Case	20	\$ 17.77	\$355.40	\$23.10	\$378.50	\$0.00		\$378.50		
73	Testing & Field Equip	5	Hard Hats	15	\$ 8.96	\$134.40	\$8.74	\$143.14	\$0.00		\$143.14		
74	Testing & Field Equip	5	Headgear Ear Protection	2	\$ 12.09	\$24.18	\$1.57	\$25.75	\$0.00		\$25.75		
75	Testing & Field Equip	5	Kiel (Lumber Crayons) 4pk	1	\$ 744.97	\$744.97	\$48.42	\$793.39	\$198.35	25.00%	\$595.04		
76	Testing & Field Equip	5	Level Precision Automatic	5	\$ 64.95	\$324.75	\$21.11	\$345.86	\$0.00		\$345.86		
77	Testing & Field Equip	5	Marking Spray Paint, Dozen	5	\$ 33.95	\$169.75	\$11.03	\$180.78	\$0.00		\$180.78		
78	Testing & Field Equip	5	Masons Trowel	5	\$ 21.15	\$33.40	\$2.00	\$35.40	\$0.00		\$35.40		
79	Testing & Field Equip	5	Mold Stripping Tool	18	\$ 3.50	\$10,500.00	\$682.50	\$11,182.50	\$0.00		\$11,182.50		
80	Testing & Field Equip	5	Nuclear Density Gauge - Salvaged	3	\$ 250.00	\$750.00	\$0.00	\$750.00	\$0.00		\$750.00		
81	Testing & Field Equip	5	Nuclear Density Gauge - Licensing & Quarterly Monitoring	10	\$ 350.00	\$3,500.00	\$136.50	\$3,636.50	\$0.00		\$3,636.50		
82	Testing & Field Equip	5	Nuclear Density Gauge - Calibration/Maint. Charges	6	\$ 25.00	\$150.00	\$9.75	\$159.75	\$0.00		\$159.75		
83	Testing & Field Equip	5	Nuclear Density Gauge - Leak Test	1	\$ 300.00	\$300.00	\$19.50	\$319.50	\$0.00		\$319.50		
84	Testing & Field Equip	5	Nuclear Density Gauge - Wood Storage Cabinet (Estimate)	130	\$ 40.00	\$5,200.00	\$338.00	\$5,538.00	\$0.00		\$5,538.00		
85	Testing & Field Equip	5	Plumb Bob	2	\$ 11.96	\$23.92	\$1.55	\$25.47	\$0.00		\$25.47		
86	Testing & Field Equip	5	Post Hole Digger	1	\$ 53.55	\$53.55	\$3.47	\$57.02	\$0.00		\$57.02		
87	Testing & Field Equip	5	Rain Gear	16	\$ 33.95	\$543.20	\$34.37	\$577.57	\$0.00		\$577.57		
88	Testing & Field Equip	5	Rollator	1	\$ 55.00	\$55.00	\$3.56	\$58.56	\$0.00		\$58.56		
89	Testing & Field Equip	5	Rollator Measuring Wheel	10	\$ 615.00	\$6,150.00	\$39.98	\$6,189.98	\$0.00		\$6,189.98		
90	Testing & Field Equip	5	Roll-o-meter / Pressure Meter Purchase	1	\$ 50.00	\$50.00	\$19.50	\$69.50	\$0.00		\$69.50		
91	Testing & Field Equip	5	Roll-o-meter Calibration (qty 6 -every 6 months)	6	\$ 100.00	\$600.00	\$0.00	\$600.00	\$0.00		\$600.00		
92	Testing & Field Equip	5	Pressure Meter Calibration (qty 6 -every 6 months)	0	\$ 7.81	\$0.00	\$2.54	\$2.54	\$0.00		\$2.54		
93	Testing & Field Equip	5	Rubber Hammer	5	\$ 29.10	\$145.50	\$9.28	\$154.78	\$0.00		\$154.78		
94	Testing & Field Equip	5	Safety Vest, Class III	20	\$ 29.10	\$582.00	\$37.63	\$619.63	\$0.00		\$619.63		
95	Testing & Field Equip	5	Sample Bags (100 ea.)	10	\$ 76.00	\$760.00	\$49.40	\$809.40	\$0.00		\$809.40		
96	Testing & Field Equip	5	Shovel Square Point	5	\$ 47.50	\$237.50	\$15.44	\$252.94	\$0.00		\$252.94		
97	Testing & Field Equip	5	Smart Level w/Case	2	\$ 144.30	\$288.60	\$18.76	\$307.36	\$0.00		\$307.36		
98	Testing & Field Equip	5	Speedy Moisture	3	\$ 1,365.85	\$4,097.55	\$266.34	\$4,363.89	\$0.00		\$4,363.89		
99	Testing & Field Equip	5	Speedy Moisture - Calibration/Maint. Charges	9	\$ 100.00	\$900.00	\$58.50	\$958.50	\$0.00		\$958.50		
100	Testing & Field Equip	5	Mobile Mini - 10' Container (Gauge and Misc. Equip. Storage)	26	\$ 99.70	\$2,592.20	\$168.48	\$2,760.68	\$0.00		\$2,760.68		
101	Testing & Field Equip	5	Mobile Mini - Set-Up, Delivery, & Removal	2	\$ 200.00	\$400.00	\$26.00	\$426.00	\$0.00		\$426.00		
102	Testing & Field Equip	5	Level	5	\$ 15.99	\$79.95	\$5.07	\$85.02	\$0.00		\$85.02		
103	Testing & Field Equip	5	Tally Counter	2	\$ 12.51	\$25.02	\$1.63	\$26.65	\$0.00		\$26.65		
104	Testing & Field Equip	5	Tape, Measuring (25')	10	\$ 21.99	\$219.90	\$14.28	\$234.18	\$0.00		\$234.18		
105	Testing & Field Equip	5	Thermometers, Asphalt	8	\$ 70.00	\$560.00	\$34.08	\$594.08	\$0.00		\$594.08		
106	Testing & Field Equip	5	Turbidity Meter w/ Sheath	1	\$ 7.00	\$7.00	\$0.45	\$7.45	\$0.00		\$7.45		
107	Testing & Field Equip	5	Wheelbarrow	5	\$ 152.00	\$760.00	\$49.40	\$809.40	\$0.00		\$809.40		
108	Testing & Field Equip	5	Rain Gauge	2	\$ 26.60	\$53.20	\$3.72	\$56.92	\$0.00		\$56.92		
109	Testing & Field Equip	5	Straight Edge	2	\$ 217.26	\$434.52	\$28.24	\$462.76	\$0.00		\$462.76		
			TOTAL					\$47,308.26			\$47,308.26		

DIRECT EXPENSES SCHEDULE

Months  
26

ITEM #	Type	Expense Item #	Description	Quantity	Unit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
110	Miscellaneous Exp	6	Office Supplies (CFX Budget)	26	\$ 250.00	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00		
111	Miscellaneous Exp	6	Postage & Shipping (Estimate)	26	\$ 25.00	\$650.00	\$42.25	\$692.25	\$0.00	\$0.00	\$692.25		
112	Miscellaneous Exp	6	Digital Camera	2	\$ 109.99	\$219.98	\$14.30	\$234.28	\$0.00	\$0.00	\$234.28		
113	Miscellaneous Exp	6	Label Maker	2	\$ 49.99	\$99.98	\$6.50	\$106.48	\$0.00	\$0.00	\$106.48		
114	Miscellaneous Exp	6	Label Maker Tape	20	\$ 19.99	\$399.80	\$25.99	\$425.79	\$0.00	\$0.00	\$425.79		
115	Miscellaneous Exp	6	Miscellaneous Small Tools (Estimate)	1	\$ 750.00	\$750.00	\$48.75	\$798.75	\$0.00	\$0.00	\$798.75		
116	Miscellaneous Exp	6	TOTAL									\$8,757.55	
117	Computer Equipment	7	CopyPrinterFax Machine	26	\$ 450.00	\$11,700.00	\$750.50	\$12,450.50	\$0.00	\$0.00	\$12,450.50		
118	Computer Equipment	7	Copy Machine Service Agreement	26	\$ 162.50	\$4,225.00	\$274.63	\$4,499.63	\$0.00	\$0.00	\$4,499.63		
119	Computer Equipment	7	Copy Machine toner shipping	13	\$ 14.95	\$194.35	\$12.63	\$206.98	\$0.00	\$0.00	\$206.98		
120	Computer Equipment	7	APC Backups w/ Surge Protector	12	\$ 99.00	\$1,188.00	\$77.22	\$1,265.22	\$0.00	\$0.00	\$1,265.22		
121	Computer Equipment	7	Cables, Connections, Etc.	1	\$ 264.75	\$264.75	\$19.16	\$283.91	\$0.00	\$0.00	\$283.91		
122	Computer Equipment	7	Not in use	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
123	Computer Equipment	7	Computer Work Stations w/monitor, MS Office, Acrobat & View	2	\$ 1,499.99	\$2,999.98	\$195.00	\$3,194.98	\$0.00	\$0.00	\$3,194.98		
124	Computer Equipment	7	Dell Laptop	7	\$ 549.99	\$3,849.93	\$250.25	\$4,100.18	\$0.00	\$0.00	\$4,100.18		
125	Computer Equipment	7	MS Office	8	\$ 219.99	\$1,759.92	\$128.00	\$1,887.92	\$0.00	\$0.00	\$1,887.92		
126	Computer Equipment	7	Acrobat Software	4	\$ 299.98	\$1,199.92	\$78.00	\$1,277.92	\$0.00	\$0.00	\$1,277.92		
127	Computer Equipment	7	Dell Power Edge File Server	1	\$ 4,318.30	\$4,318.30	\$280.69	\$4,598.99	\$0.00	\$0.00	\$4,598.99		
128	Computer Equipment	7	HP LaserJet P1015dn Printer	1	\$ 749.99	\$749.99	\$48.75	\$798.74	\$0.00	\$0.00	\$798.74		
129	Computer Equipment	7	HP LaserJet P1015dn Cartridge	10	\$ 147.99	\$1,479.90	\$95.19	\$1,575.09	\$0.00	\$0.00	\$1,575.09		
130	Computer Equipment	7	HP LaserJet Pro 400 Cartridge (Black)	10	\$ 103.99	\$1,039.90	\$67.59	\$1,107.49	\$0.00	\$0.00	\$1,107.49		
131	Computer Equipment	7	HP LaserJet Pro 400 Cartridge (Cyan)	10	\$ 119.99	\$1,199.90	\$77.99	\$1,277.89	\$0.00	\$0.00	\$1,277.89		
132	Computer Equipment	7	HP LaserJet Pro 400 Cartridge (Yellow)	10	\$ 119.99	\$1,199.90	\$77.99	\$1,277.89	\$0.00	\$0.00	\$1,277.89		
133	Computer Equipment	7	HP LaserJet Pro 400 Cartridge (Magenta)	10	\$ 119.99	\$1,199.90	\$77.99	\$1,277.89	\$0.00	\$0.00	\$1,277.89		
134	Computer Equipment	7	Cisco Small Business Switch	1	\$ 391.99	\$391.99	\$25.48	\$417.47	\$0.00	\$0.00	\$417.47		
135	Computer Equipment	7	Schweibel T2 210 Firewall	1	\$ 1,260.00	\$1,260.00	\$81.25	\$1,341.25	\$0.00	\$0.00	\$1,341.25		
136	Computer Equipment	7	Wireless routers (15 Communications estimate)	1	\$ 277.49	\$277.49	\$36.07	\$313.56	\$0.00	\$0.00	\$313.56		
137	Computer Equipment	7	Video cameras (5 cameras per box)	2	\$ 277.49	\$554.98	\$36.07	\$591.05	\$0.00	\$0.00	\$591.05		
138	Computer Equipment	7	IT Technical Support (4 hours/month)	104	\$ 90.00	\$9,360.00	\$0.00	\$9,360.00	\$0.00	\$0.00	\$9,360.00		
139	Computer Equipment	7	TOTAL									\$51,445.57	
												\$388,934.52	

ITEM #	Type	Expense Item #	Description	Quantity	Unit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
140	Office Equipment	8	Office Expenses Allowance										
141	Office Equipment	8	Field Office Monthly Expenses										
142	Office Equipment	8	Office Furniture										
143	Office Equipment	8	Communication Exp.										
144	Office Equipment	8	Vehicle Expenses										
145	Office Equipment	8	Testing & Field Equip										
146	Office Equipment	8	Miscellaneous Exp										
147	Office Equipment	8	Computer Equipment										
148	Office Equipment	8	TOTAL										

Office Expenses Mobilization (Initial)	\$	30,287.92	Month 1
Office expenses remaining Months	\$	4,842.67	Per Month
Total Field Office Expenses Allowance	\$	\$32,802.49	
Related Expenses	\$	\$151,339.67	
TOTAL Item 38.4 Vehicle Related Expenses	\$	\$144,792.36	
	\$	\$388,934.52	

OFFICE EXPENSE MOBILIZATION (20%)	\$	30,287.92
Balance	\$	121,071.75
	\$	151,359.67

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

[illegible]

# FIGG

## DIRECT EXPENSES SCHEDULE

Months  
32

6.50%

ITEM #	Type	Expense Item #	Description	Quantity	Unit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp	3	Cellular phones	32	\$ 72.21	\$2,310.72	\$0.00	\$2,310.72		\$0.00	\$2,310.72		
58	Communication Exp	3	TOTAL									\$2,310.72	
61	Vehicle Expenses	4	PAU (4WD) - BPA & SI	32	\$ 558.00	\$17,856.00	\$0.00	\$17,856.00		\$0.00	\$17,856.00		
63	Vehicle Expenses	4	Monthly Vehicle Operating Expenses	32	\$ 108.85	\$3,483.20	\$0.00	\$3,483.20		\$0.00	\$3,483.20		
67	Vehicle Expenses	4	Insurance and Licensing Allowance	32	\$ 137.62	\$4,403.84	\$0.00	\$4,403.84		\$0.00	\$4,403.84		
71	Vehicle Expenses	4	Fire Extinguisher, Vehicle	2	\$ 29.95	\$59.90	\$3.89	\$63.79		\$0.00	\$63.79		
72	Vehicle Expenses	4	First Aid Kits, Vehicle	2	\$ 65.00	\$130.00	\$8.45	\$138.45		\$0.00	\$138.45		
76	Vehicle Expenses	4	TOTAL									\$25,945.28	
157	Computer Equipment	7	Dell Laptop w/MS Office, Acrobat & Vibre	2	\$ 800.00	\$1,600.00	\$104.00	\$1,704.00		\$340.80	\$1,363.20		
176	Computer Equipment	7	TOTAL									\$1,363.20	



Education Wage Factor

(continued from p. 6)

CONTRACT NO. 001057  
CFX Project No. 429-204 Section 2B

3.80% (Scaling Jan 20)

2071

1

1

[illegible]

	\$
Total Salary Costs	<u>\$ 198,276.88</u>

[illegible][illegible][illegible][illegible]

1990-1995	1996-2000	2001-2005	2006-2010	2011-2015	2016-2020	2021-2025	2026-2030	2031-2035	2036-2040	2041-2045	2046-2050	2051-2055	2056-2060	2061-2065	2066-2070	2071-2075	2076-2080	2081-2085	2086-2090	2091-2095	2096-2100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22

Cost Divided by Hours \$ 4.50  
 Includes Materials & Profit

[illegible]

## DIRECT EXPENSES SCHEDULE

Months  
26

6.50%

RK K

ITEM #	Type	Expense Item #	Description	Quantity	Unit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp	3	Cellular phones	26	\$ 72.21	\$1,877.46	\$0.00	\$1,877.46		\$0.00	\$1,877.46		
58	Communication Exp	3	TOTAL									\$1,877.46	
61	Vehicle Expenses	4	PIU (4WD) - RI	26	\$ 558.00	\$14,508.00	\$0.00	\$14,508.00		\$0.00	\$14,508.00		
63	Vehicle Expenses	4	Monthly Vehicle Operating Expenses	26	\$ 108.85	\$2,830.10	\$0.00	\$2,830.10		\$0.00	\$2,830.10		
67	Vehicle Expenses	4	Insurance and Licensing Allowance	0	\$ 137.62	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		
71	Vehicle Expenses	4	Fire Extinguisher, Vehicle	1	\$ 29.95	\$29.95	\$1.95	\$31.90		\$0.00	\$31.90		
72	Vehicle Expenses	4	First Aid Kits, Vehicle	1	\$ 65.00	\$65.00	\$4.23	\$69.23		\$0.00	\$69.23		
76	Vehicle Expenses	4	TOTAL									\$17,439.23	
157	Computer Equipment	7	Dell Laptop w/MS Office, Acrobat & Vibre	1	\$ 800.00	\$800.00	\$52.00	\$852.00	20.00%	\$170.40	\$681.60		
176	Computer Equipment	7	TOTAL									\$681.60	



## DIRECT EXPENSES SCHEDULE

## DRMP

Months  
24

6.50%

ITEM #	Type	Expense Item #	Description	Quantity	Unit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp	3	Cellular phones	24	\$ 72.21	\$1,733.04	\$0.00	\$1,733.04		\$0.00	\$1,733.04	\$1,733.04	
58	Communication Exp	3	TOTAL	24									
61	Vehicle Expenses	4	PIU (4WD) - BI & RI	24	\$ 558.00	\$13,392.00	\$0.00	\$13,392.00		\$0.00	\$13,392.00		
63	Vehicle Expenses	4	Monthly Vehicle Operating Expenses	24	\$ 108.85	\$2,612.40	\$0.00	\$2,612.40		\$0.00	\$2,612.40		
67	Vehicle Expenses	4	Insurance and Licensing Allowance	24	\$ 137.62	\$3,302.88	\$0.00	\$3,302.88		\$0.00	\$3,302.88		
71	Vehicle Expenses	4	Fire Extinguisher, Vehicle	2	\$ 29.95	\$59.90	\$3.89	\$63.79		\$0.00	\$63.79		
71	Vehicle Expenses	4	First Aid Kits, Vehicle	2	\$ 65.00	\$130.00	\$8.45	\$138.45		\$0.00	\$138.45		
76	Vehicle Expenses	4	TOTAL	2								\$19,509.52	
157	Computer Equipment	7	Dell Laptop w/MMS Office, Acrobat & Vibre	2	\$ 800.00	\$1,600.00	\$104.00	\$1,704.00	20.00%	\$340.80	\$1,363.20	\$1,363.20	
176	Computer Equipment	7	TOTAL										





## DIRECT EXPENSES SCHEDULE

Months  
18

GCI

6.50%

ITEM #	Type	Expense Item #	Description	Quantity	Unit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp	3	Cellular phones	18	\$	\$1,299.78	\$0.00	\$1,299.78		\$0.00	\$1,299.78		
58	Communication Exp	3	TOTAL									\$1,299.78	
61	Vehicle Expenses	4	P/U (4WD) - SRI	18	\$	\$58.00	\$0.00	\$10,044.00		\$0.00	\$10,044.00		
63	Vehicle Expenses	4	Monthly Vehicle Operating Expenses	18	\$	\$108.85	\$0.00	\$1,959.30		\$0.00	\$1,959.30		
67	Vehicle Expenses	4	Insurance and Licensing Allowance	0	\$	-	\$0.00	\$0.00		\$0.00	\$0.00		
71	Vehicle Expenses	4	Fire Extinguisher, Vehicle	1	\$	\$29.95	\$1.95	\$31.90		\$0.00	\$31.90		
72	Vehicle Expenses	4	First Aid Kits, Vehicle	1	\$	\$65.00	\$4.23	\$69.23		\$0.00	\$69.23		
76	Vehicle Expenses	4	TOTAL									\$12,104.43	
157	Computer Equipment	7	Dell Laptop w/MMS Office, Acrobat & Vibre	1	\$	\$800.00	\$52.00	\$852.00	20.00%	\$170.40	\$681.60		
176	Computer Equipment	7	TOTAL									\$681.60	



## DIRECT EXPENSES SCHEDULE

MEHTA

Months  
18

ITEM #	Type	Expense Item #	Description	Quantity	Unit Price	Price	Tax	Sub Total	Salvage Value	Salvage Value	Total Cost	SUBTOTAL	Comment
56	Communication Exp	3	Cellular phones	18	\$ 72.21	\$1,299.78	\$0.00	\$1,299.78		\$0.00	\$1,299.78		
58	Communication Exp	3	TOTAL									\$1,299.78	
61	Vehicle Expenses	4	P/U (4WD) - BI & RI	18	\$ 558.00	\$10,044.00	\$0.00	\$10,044.00		\$0.00	\$10,044.00		
63	Vehicle Expenses	4	Monthly Vehicle Operating Expenses	18	\$ 108.85	\$1,959.30	\$0.00	\$1,959.30		\$0.00	\$1,959.30		
67	Vehicle Expenses	4	Insurance and Licensing Allowance	18	\$ 137.62	\$2,477.16	\$0.00	\$2,477.16		\$0.00	\$2,477.16		
71	Vehicle Expenses	4	Fire Extinguisher, Vehicle	2	\$ 29.95	\$59.90	\$3.89	\$63.79		\$0.00	\$63.79		
72	Vehicle Expenses	4	First Aid Kits, Vehicle	2	\$ 65.00	\$130.00	\$8.45	\$138.45		\$0.00	\$138.45		
76	Vehicle Expenses	4	TOTAL									\$14,682.70	
157	Computer Equipment	7	Dell Laptop w/MS Office, Acrobat & Vibre	2	\$ 800.00	\$1,600.00	\$104.00	\$1,704.00	20.00%	\$340.80	\$1,363.20		
176	Computer Equipment	7	TOTAL									\$1,363.20	



[illegible][illegible]

**Note:** Does not include surcharge monitoring or engineering services for sinkhole



**A² Group, Inc.**

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

**Overhead Rate Summary**

SR-429 204

Date : 09/17/2015

Overhead Rate Summary	Date of Letter	Home/ Branch Office (%)	Field Office (%)	FCCM (%)	Overtime Premium (%)	Direct Expense Home (%)	Direct Expense Field (%)	Total Field (%)
A² GROUP, INC.	06/27/2014	237.31	144.86	0.9790	excluded		21.61	167.4490
Subconsultant - FIGG	08/06/2014		139.27	0.0040	excluded		12.51	151.7840
Subconsultant - RK&K	10/29/2014	149.76	114.15	0.0140	excluded	6.00	17.42	131.5840
Subconsultant - DRMP	03/20/2015	164.73	118.35	0.0245	reimbursed	6.34	33.10	151.4745
Subconsultant - GCI	07/21/2014	-	95.71	0.0160	excluded		1.33	97.0560
Subconsultant - METHA	08/05/2014	187.85	121.46	0.1800	reimbursed	17.68	23.07	144.7100
Subconsultant - PAGE ONE CONSULTANTS	10/29/2014	190.98	140.28	0.1080	excluded	32.65	32.69	173.0780
Subconsultant - GANNETT FLEMING, INC	01/06/2015	152.41	132.36	0.12	reimbursed	11.88	6.70	139.1800

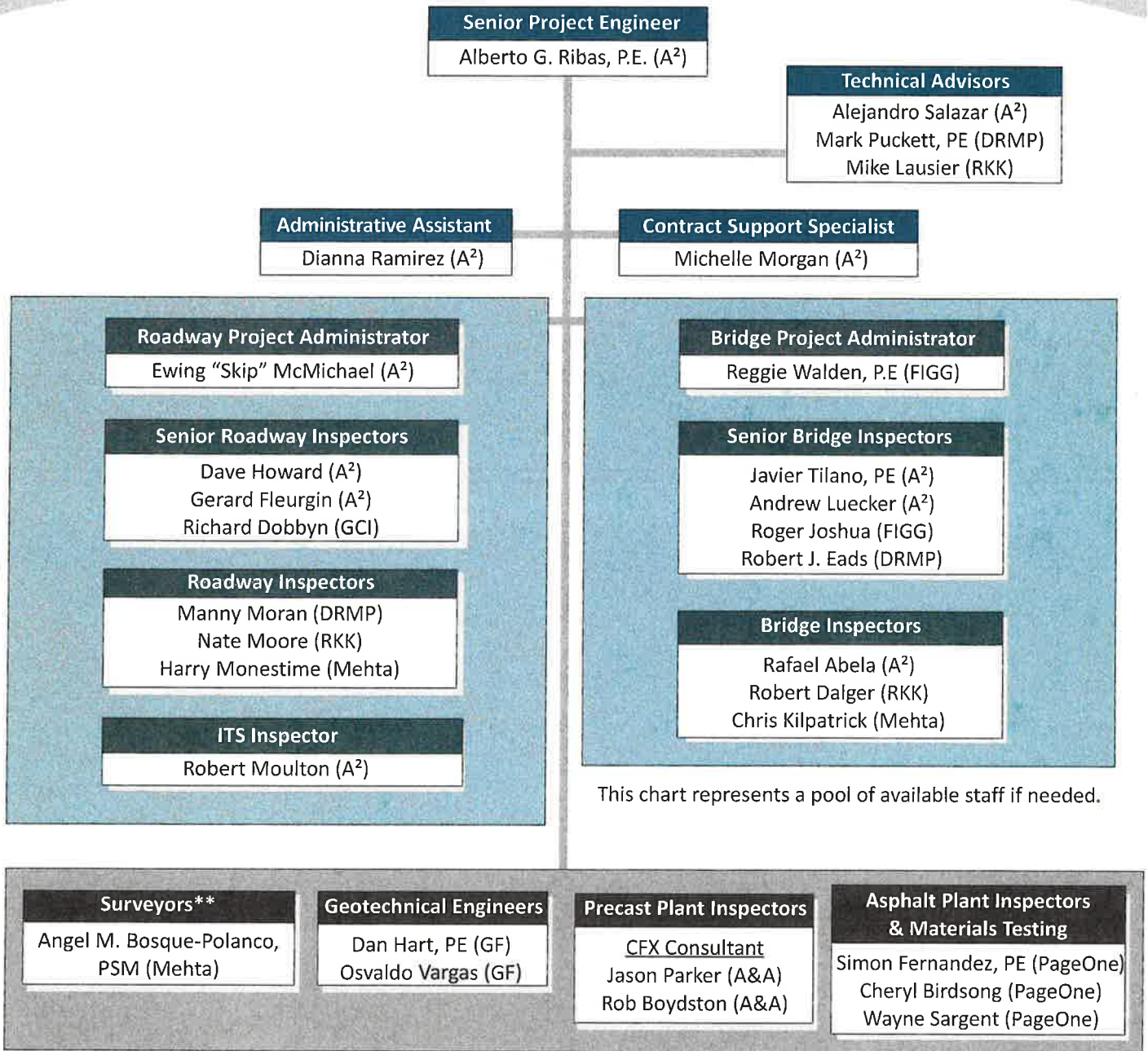
**EXHIBIT D**

**PROJECT ORGANIZATIONAL CHART**



# Organizational Chart

## Proposed Team



\*\*Available if needed



# A GROUP, INC.


## **CONSENT AGENDA ITEM**

**#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Members of the Board

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

DATE: September 22, 2015

RE: Consent Agenda  
Construction Contract Modifications

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

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) October 2015	Total Amount (\$) to Date*	Time Increase or Decrease
599-123	United Signs & Signals, Inc.	Wrong Way Detection Pilot Project	299,689.00	0.00	(\$15,144.93)	284,544.07	0
528-405	Southland Construction, Inc.	SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction	38,708,813.52	184,344.33	\$111,096.02	39,004,253.87	0
599-520	United Signs & Signals, Inc.	Systemwide Data Collection System Upgrade	4,290,457.94	60,612.00	(\$96,468.64)	4,254,601.30	0
417-301C	SEMA Construction	SR 417/Boggy Creek Rd. IC Improvements Phase III	70,900,000.00	1,675,984.23	(\$22,256.64)	72,553,727.59	0
TOTAL					(\$22,774.19)		

\* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley  
Joe Berenis

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

**Contract 599-123: Wrong Way Detection Pilot Project**

**United Signs & Signals, Inc.**

**SA 599-123-1015-01**

Adjustments for Contract Items

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

**OVERRUN THE FOLLOWING ITEMS:**

Fiber Optic Cable (Single Mode, 12 Fiber) (F&I)	\$	893.20
Small Fiber Optic Pull Box (F&I)	\$	2,636.06
Fiber Optic Conduit (2-1" HDPE/SDR 11) (Trench or Plow)	\$	2,149.00
Conduit (2-2" HDPE/SDR 11) (Bore)	\$	1,684.54
Removal of Existing Equipment	\$	1,518.70
Conductors (F&I) (Insulated) (#6)	\$	<u>95.13</u>
	\$	8,976.63

**UNDERRUN THE FOLLOWING ITEMS:**

Pull Box (F&I)	\$	(3,166.00)
Conduit (1-2" HDPE/SDR 11) (Trench or Plow)	\$	(715.08)
Conduit (1-2" HDPE/SDR 11) (Bore)	\$	(2,302.56)
Fiber Optic Conduit (2-1" HDPE/SDR 11 and 1-2" HDPE/SDR 11) (Trench or Plow)	\$	(1,538.60)
Conductors (F&I) (Insulated) (#4)	\$	(342.00)
Conduit (F&I - Surface Mount) (RGS) (2")	\$	(245.90)
Allowance for Disputes Review Board	\$	(5,000.00)
Work Order Allowance	\$	<u>(10,811.42)</u>
	\$	(24,121.56)

**TOTAL AMOUNT FOR PROJECT 599-123**

**\$ (15,144.93)**

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

Adjustments for Contract Items

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

ADD THE FOLLOWING ITEMS:

Work Orders 1-20

\$ 111,096.02

**TOTAL AMOUNT FOR PROJECT 528-405**

**\$ 111,096.02**

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

Adjustments for Contract Items

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

**OVERRUN THE FOLLOWING ITEMS:**

Fiber Optic Cable (Single Mode, 12 Fiber) (F&I)	\$ 2,310.00
Existing Fiber Optic Enclosure Re-Entry (Install)	\$ 8,514.60
Fiber Optic Fusion Splice	\$ 2,901.92
Fiber Optic Media Converter (F&I)	\$ 1,315.26
Remote Power Manager (F&I)	\$ 4,380.64
Cabinet/Environmental Monitor (F&I)	\$ 1,081.38
Lighting - Conductors (F&I) (#4)	\$ 3,796.20
ITS Multi-Conductor Communicator Cable (F&I)	\$ 697.00
ITS Field Cabinet (Adjust/Modify)	<u>\$ 971.68</u>
	\$ 25,968.68

**UNDERRUN THE FOLLOWING ITEMS:**

Fiber Optic Cable Inventory	\$ (1,480.74)
Fiber Optic Splice Housing Inventory	\$ (987.16)
Fiber Optic Cable (Single Mode, 72 Fiber) (F&I)	\$ (75,870.90)
Fiber Optic Enclosure (72 Splice) (F&I)	\$ (3,430.52)
Pull & Junction Boxes (F&I) (Small - Fiber Optic)	\$ (2,636.06)
Fiber Optic Conduit (F&I) (2-1" HDPE/SDR 11)(Trench or Plow)	\$ (534.18)
Fiber Optic Conduit (F&I) (4" BSP w/ 2-1" HDPE/SDR 11)	\$ (5,493.28)
(Directional Bore)	\$ (2,591.28)
Fiber Optic Patch Panel - 12 Port (F&I)	\$ (5,000.00)
Allowance for Disputes Review Board	<u>\$ (24,413.20)</u>
Work Order Allowance	\$ (122,437.32)

**TOTAL AMOUNT FOR PROJECT 599-520**

**\$ (96,468.64)**



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

**Embankment**

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

**INCREASE THE FOLLOWING ITEM:**

Embankment \$ 205,850.00

**Concrete Coping Gutter**

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

**ADD THE FOLLOWING ITEM:**

Wall 13 Coping Gutter \$ 24,441.14

**Drilled Shaft Subsurface Debris**

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

**ADD THE FOLLOWING ITEM:**

Drilled Shaft Subsurface Debris \$ 13,203.71

**Male Threaded Bars**

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

**ADD THE FOLLOWING ITEMS:**

Male Threaded Bars \$ 15,927.71

**Class V Painting**

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

**ADD THE FOLLOWING ITEM:**

Class V Painting \$ 30,709.93

#### Credit for Wood Ramps in Girders

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

#### ADD THE FOLLOWING ITEM:

Credit for Wood Ramps in Girders	\$ (26,705.06)
----------------------------------	----------------

#### Credit for Design Fees

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

#### ADD THE FOLLOWING ITEM:

Credit for Design Fees	\$ (61,639.04)
------------------------	----------------

#### Fuel Price Index Adjustment

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

#### ADD THE FOLLOWING ITEMS:

Bid Month: September 2013 Gas Base Price=2.8715; Diesel Base Price=3.2633

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



### Paving Modifications

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

#### ADD THE FOLLOWING ITEMS:

Milling Existing Pavement (1 1/2" Avg)	\$ 11,423.94
Milling Existing Pavement (2 1/4" Avg)	\$ 6,456.58
Milling Existing Pavement (3/4" Avg)	\$ 749.10
FC-12.5 (PG 76-22) (PMA) (Dark Granite)	\$ 148,440.00
Mobilization and MOT for Paving Modifications	\$ 5,622.79
	<u>\$ 172,692.41</u>

#### DECREASE THE FOLLOWING ITEMS:

Milling Existing Pavement (1 3/4")	\$ (11,236.50)
Superpave Asphaltic Conc., Traffic C (PG 76-22)	\$ (56,994.30)
Asphaltic Concrete Friction Course incl. Bit (PG 76-22)	\$ (51,450.00)
(FC-5) (Dark Granite)	<u>\$ (119,680.80)</u>

Sub-Total: Paving Modifications	\$ 53,011.61
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<b><u>TOTAL AMOUNT FOR PROJECT 417-301C</u></b>	<b><u>\$ (22,256.64)</u></b>
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## **CONSENT AGENDA ITEM**

**#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** Authority Board Members

**FROM:** Claude Miller   
Director of Procurement

**DATE:** September 22, 2015

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

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

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

Original Contract Amount	\$5,000,000.00
Supplemental Agreement No. 1	\$ 550,000.00
Supplemental Agreement No. 2	\$ 0.00
Supplemental Agreement No. 3	\$ 259,048.79
Supplemental Agreement No. 4	\$ 0.00
Supplemental Agreement No. 5	\$ 0.00
This Supplemental Agreement No. 6	<u>\$ 361,091.19</u>
 Total Revised Contract Amount	 \$6,170,139.98

**SUPPLEMENTAL AGREEMENT NO. 6**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**POST DESIGN SERVICES (253F – PHASE 1)**  
**SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS**

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

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

agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

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

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

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

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

Witness: \_\_\_\_\_  
Assistant Secretary

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

URS CORPORATION SOUTHERN

Witness: \_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
Print Name:  
Title:

## **Exhibit "A"**

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

#### **4.24 Post Design Services**

##### **A. Compensation**

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

##### **B. General Support**

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

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

##### **C. Pre-bid Conference**

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

##### **D. Addenda**

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

##### **E. Field Visits**

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

## **F. Shop Drawing Reviews**

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

## **G. Post-Design Contact**

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

## **H. Timeliness**

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

## **I. Meetings**

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

## **J. Bridge Load Ratings**

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

## **K. Geotechnical Engineering**

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

## **L. Utilities**

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

## **M. Record Drawings**

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



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Project Number: 253F

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 6)

URS Corporation  
CFX Contract No.: 000818

**SUMMARY FEE SHEET**

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Deputy PM	Senior Engineer	Engineer	Sr. Roadway Technician	Roadway Technician	Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	0	\$0.00
404	Surveys and Mapping	0	0	0	0	0	0	0	0	0	0	0	\$0.00
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	\$0.00
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0.00
407	Pavement Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
408	Borrow Pits	0	0	0	0	0	0	0	0	0	0	0	\$0.00
410	Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	\$0.00
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	\$0.00
412	Roadway Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
413	Structures Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
414	Drainage Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
415	Roadway Lighting	0	0	0	0	0	0	0	0	0	0	0	\$0.00
416	Traffic Engineering	0	0	0	0	0	0	0	0	0	0	0	\$0.00
417 & 418	Signal & Pav't Marking Plans	86	377	343	360	257	206	86	0	0	0	1,715	\$87,463.78
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	0	0	0	\$0.00
420	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	\$0.00
421	Special Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0.00
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	0	0	0	\$0.00
423	Toll Plazas	0	0	0	0	0	0	0	0	0	0	0	\$0.00
424	Post Design Services	86	377	343	360	257	206	86	0	0	0	1,715	\$87,463.78
700	Administration	0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>TOTAL MANHOURS</b>		<b>86</b>	<b>377</b>	<b>343</b>	<b>360</b>	<b>257</b>	<b>206</b>	<b>86</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,715</b>	<b>\$87,463.78</b>
<b>WAGE RATES</b>		<b>\$93.60</b>	<b>\$61.88</b>	<b>\$63.88</b>	<b>\$38.91</b>	<b>\$39.66</b>	<b>\$35.06</b>	<b>\$32.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>N/A</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$8,049.60</b>	<b>\$23,328.76</b>	<b>\$21,910.84</b>	<b>\$14,007.60</b>	<b>\$10,192.62</b>	<b>\$7,222.36</b>	<b>\$2,752.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>\$87,463.78</b>

**Salary Related Costs**

Total Activity Salary Costs	\$87,463.78
Post Design Labor Multiplier	156.80%
<b>Subtotal Salary Related Costs (Limiting Amount)</b>	<b>\$224,606.99</b>

**Subconsultants**

Design Survey (URS)	\$0.00
Ardaman & Associates	\$6,336.13
Nadic Engineering Services	\$6,687.18
RS&H	\$47,672.77
C3TS (Stantec)	\$25,426.97
WBQ	\$50,361.15
Southeastern Survey	\$0.00
<b>Subtotal Subconsultants (Limiting Amount)</b>	<b>\$136,484.20</b>
<b>GRAND TOTAL (Maximum Limiting Amount)</b>	<b>\$361,091.19</b>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY****URS Corporation****Project Number: 253F****CFX Contract No.: 000818****DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 6)****County****HIGHWAY TASK LIST**

Task No.	Task Description	Units	Number of Units	Hours per Unit	Total Hours	Comments
<b>24.1 Pre-Bid Activities</b>						
24.1.1	Pre-Bid Meeting	LS	1	2	2	
24.1.2	Addendum Preparation	LS	1	4	4	
<b>24.1 Pre-Bid Activities Subtotal</b>					<b>6</b>	
<b>24.2 Request for Information</b>						
24.2.1	Roadway	EA	30	3	90	
24.2.2	Drainage	EA	30	3	90	
24.2.3	Lighting	EA	6	3	18	
24.2.4	ITS	EA	10	4	40	
24.2.5	Structures	EA	34	6	204	4 per bridge (3) + 1 per wall (14) + 1 per sound wall (2) + 4 for soundwall architecure + 5 misc.
<b>24.2 Request for Information Subtotal</b>					<b>442</b>	
<b>24.3 Shop Drawing Review</b>						
24.3.1	Roadway	EA	10	3	30	
24.3.2	Drainage	EA	132	3	396	134 str (incl resubmittals) + 4 misc
24.3.3	Lighting	EA	20	3	60	Includes equipment reviews
24.3.4	ITS	EA	20	3	60	Includes equipment reviews
24.3.5	Structures	EA	30	8	240	5 per bridge (3) + 1 per wall (14) + 1 per sound wall (2) + 4 for soundwall architecure + 5 misc.
<b>24.3 Shop Drawing Review Subtotal</b>					<b>786</b>	
<b>24.4 Plan Revisions</b>						
24.4.1	Plan Revisions	EA	4	32	128	
24.4.2	As-Built and Record Drawing	LS	1	120	120	801 shts (roadway, structures, lighting, ITS)
<b>24.4 Plan Revisions Subtotal</b>					<b>248</b>	
<b>24.5 Management and Meetings</b>						
24.5.1	Coordination	LS	1	32	32	
24.5.2	Field Visits	LS	1	136	136	1 per month (16), 2 people x 4 hours + visit with CEI (8hrs)
24.5.3	Meetings	EA	16	4	64	1 per month (16), 2 people x 2 hours
<b>24.5 Management and Meetings Subtotal</b>					<b>232</b>	
					<b>1,714</b>	

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 408 / SR 417 Interchange  
 County: Orange  
 FPN: 253F  
 Consultant Name: Ardaman  
 Consultant No.: 9/30/2015  
 Date: 9/30/2015  
 Estimator: Zan Bates

Staff Classification	Total Staff Hours From Summary -	Senior Engineer	Project Engineer	Engineering Intern	CADD/Computer Technician	Secretary/Clerical	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
24. Post Design Services	0	13	13	23	7	4	0	0	0	0	0	0	0	60	\$6,336.13	\$105.60
Total Staff Hours	0	13	13	23	7	4	0	0	0	0	0	0	0	60	\$6,336.13	\$105.60
Total Staff Cost		\$1,937.65	\$1,644.24	\$2,085.87	\$478.17	\$190.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,336.13	\$105.60

Check = \$6,336.13

Survey Field Days by Subconsultant  
4 - Person Crew

SALARY RELATED COSTS:  
 OVERHEAD: 0.00%  
 OPERATING MARGIN: 0.00%  
 FCM (Facilities Capital Cost Money): 0.00%  
 EXPENSES: 0.00%  
 Survey (Field - if by Prime) 4-man crew days @ \$ / day  
**SUBTOTAL ESTIMATED FEE:**

## Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Ardaman & Associates**

**Project Number: 253F**

**CFX Contract No.: 000818**

**DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 6)**

**County**

## **HIGHWAY TASK LIST**

Task No.	Task Description	Units	Number of Units	Hours per Unit	Total Hours	Comments
<b>24.1 Pre-Bid Activities</b>						
24.1.1	Pre-Bid Meeting	LS			0	
24.1.2	Addendum Preparation	LS			0	
<b>24.1 Pre-Bid Activities Subtotal</b>					0	
<b>24.2 Request for Information</b>						
24.2.1	Roadway - Geotech	EA	5	4	20	
24.2.2	Drainage	EA			0	
24.2.3	Lighting	EA			0	
24.2.4	ITS	EA			0	
24.2.5	Structures - Geotech	EA	5	4	20	
<b>24.2 Request for Information Subtotal</b>					40	
<b>24.3 Shop Drawing Review</b>						
24.3.1	Roadway	EA			0	
24.3.2	Drainage	EA			0	
24.3.3	Lighting	EA			0	
24.3.4	ITS	EA			0	
24.3.5	Structures	EA			0	
<b>24.3 Shop Drawing Review Subtotal</b>					0	
<b>24.4 Plan Revisions</b>						
24.4.1	Plan Revisions	EA			0	
24.4.2	As-Built and Record Drawings	LS			0	
<b>24.4 Plan Revisions Subtotal</b>					0	
<b>24.5 Management and Meetings</b>						
24.5.1	Coordination	LS	1	6	6	
24.5.2	Field Visits	LS	1	8	8	
24.5.3	Meetings	EA	2	3	6	
<b>24.5 Management and Meetings Subtotal</b>					20	
					60	

# ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 408/SR 417 Systems Interchange Construction  
 County: Orange  
 FPN: 253F  
 EAP No.: 10/1900  
 Consultant Name: AECOM/Nadic  
 Consultant No.: R11033  
 Date: 9/28/2015  
 Estimator: Goodwin Nnadi

Staff Classification	Total Staff Hours From SH Summary Firm	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Staff Engineer	Cadd/Computer Tech	Sr. Engineer Tech	Secretary	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	\$55.71	\$0.00	\$52.08	\$45.19	\$28.54	\$24.42	\$22.15	\$16.58	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	29	17	0	0	12	0	0	0	0	0	0	0	0	29	\$1,489	\$51.36
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>29</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>\$1,489.35</b>	<b>\$51.36</b>
<b>Total Staff Cost</b>		<b>\$947.07</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$542.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$1,489.35</b>	<b>\$51.36</b>

Check = \$1,489.35

SALARY RELATED COSTS:

OVERHEAD: 349%

OPERATING MARGIN: 0%

FCCM (Facilities Capital Cost Money): 0.00%

EXPENSES: 0.00%

**SUBTOTAL ESTIMATED FEE: \$6,687.18**

Survey (Field) 0 4-man crew da \$ / day

Geotechnical Field and Lab Testing \$0.00

**SUBTOTAL ESTIMATED FEE: \$6,687.18**

Optional Services \$0.00

**GRAND TOTAL ESTIMATED FEE: \$6,687.18**

Notes:

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

## 24. Lighting Plans

Estimator: Godwin Nnadi

SR 408/SR 417 Systems Interchange Construction  
253F

Representing		Print Name			Signature / Date			
CFX								
Nadic Engineering Services, Inc.		Godwin Nnadi						
NOTE: Signature Block is optional, per District preference								
Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Units	Total Hours	Comments
24.1	Pre-Bid Meeting		LS	1	2	1	2	
24.2	Addendum Preparation		LS	0	0	0	0	
24.3	Request for Information		LS	3	4	3	12	
24.4	Shop Drawing Reviews		LS	3	3	3	9	
24.5	Plans Revisions		LS	0	0	0	0	
24.6	Coordination		LS	0	0	0	0	
24.7	Field Review		LS	1	3	1	3	
24.8	Meetings		LS	1	3	1	3	
Geotechnical Technical Subtotal						9	29	
24.13	Quality Assurance/Quality Control		LS	%	0%		0	
24.14	Supervision		LS	%	0%		0	
24. Geotechnical Post Design Total						9	29	

### 4 Effort & Fee Proposal

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

Job Description: SR 408/SR417 Project 253F Phase I - POST DESIGN SERVICES

Work Element / Activity	Project Manager			Chief Engineer			Senior Engineer			Engineer			Engineering Intern			Clerical			Total Man Hours	Total Man Activity	Salary Cost By Activity
	Man Hours	Hourly Rate		Man Hours	Hourly Rate		Man Hours	Hourly Rate		Man Hours	Hourly Rate		Man Hours	Hourly Rate		Man Hours	Hourly Rate				
Request for Information	1	\$69.32																		\$2,218.70	
Pre-Bid Conference	0	\$69.32																		\$0.00	
Addenda	0	\$69.32																		\$0.00	
Pre-Construction Conference	0	\$69.32																		\$0.00	
Shop Drawing Reviews	11	\$69.32																		\$1,183.38	
Plan Revisions	1	\$69.32																		\$1,230.89	
Coordination	0	\$69.32																		\$329.16	
Field Visits	2	\$69.32																		\$850.93	
Meetings	0	\$69.32																		\$289.83	
Partnering	0	\$69.32																		\$0.00	
Totals	15	\$ 69.32																		\$14,962.89	
Total Burdened Salary Costs By Activity																					
Total Contract Fee Computations																					
Total Activity Salary Costs																					
\$14,962.89																					
1.) Post Design Labor Multiplier																					
3,180.00																					
*Subtotal (Burdened Salaries + Operating Margin)																					
\$47,581.99																					
2.) Allowable Travel Expenses																					
\$90.78																					
Subtotal (Burdened Salaries + Operating Margin + Allowable Travel Expenses)																					
\$47,672.77																					
3.) Subconsultant Fees Total																					
\$0.00																					
*TOTAL																					
\$47,682.00																					
Total Subconsultant Fees																					
\$0.00																					
TOTAL MAXIMUM LIMITING FEE																					
\$47,672.77																					

\* THESE AMOUNTS SHOULD BE EQUAL(+/- \$0.05)

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

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

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



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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Project Number: 253F**  
**DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 6)**

Stantec  
 CFX Contract No.: 000818

**SUMMARY FEE SHEET**

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Senior Technician	Technician	Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	0	\$0.00
404	Surveys and Mapping	0	0	0	0	0	0	0	0	0	0	0	\$0.00
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	\$0.00
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0.00
407	Pavement Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
408	Borrow Pits	0	0	0	0	0	0	0	0	0	0	0	\$0.00
410	Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	\$0.00
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	\$0.00
412	Roadway Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
413	Structures Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
414	Drainage Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00
415	Roadway Lighting	0	0	0	0	0	0	0	0	0	0	0	\$0.00
416	Traffic Engineering	0	0	0	0	0	0	0	0	0	0	0	\$0.00
417 & 418	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	0	0	0	\$0.00
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	0	0	0	\$0.00
420	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	\$0.00
421	Spectral Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0.00
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	0	0	0	\$0.00
423	Toll Plazas	0	0	0	0	0	0	0	0	0	0	0	\$0.00
424	Post Design Services	0	38	0	43	0	56	0	0	0	0	188	\$8,336.71
700	Administration	0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>TOTAL MANHOURS</b>		<b>0</b>	<b>38</b>	<b>43</b>	<b>47</b>	<b>56</b>	<b>56</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>188</b>	<b>\$8,336.71</b>

**WAGE RATES**

<b>TOTAL DIRECT COSTS</b>	\$0.00	\$72.49	\$53.63	\$33.60	\$1,579.20	\$1,696.80	\$30.30	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A
---------------------------	--------	---------	---------	---------	------------	------------	---------	--------	--------	--------	--------	-----	-----

	0.0%	20.2%	22.9%	25.0%	29.8%	29.8%	2.1%	0.0%	0.0%	0.0%	0.0%	100.0%	\$8,336.71
--	------	-------	-------	-------	-------	-------	------	------	------	------	------	--------	------------

**Salary Related Costs**

Total Activity Salary Costs \$8,336.71

Post Design Labor Multiplier 205.00%

Subtotal Salary Related Costs (Limiting Amount) \$17,090.26

**Subtotal Salary Related Costs (Limiting Amount) \$25,426.97**

**Subconsultants**

Design Survey (URS)	\$44.34											\$0.00
Ardaman & Associates	3.05											\$0.00
Nadic Engineering Services	\$135.25											\$0.00
RS&H												\$0.00
C3TS (Stantec)												\$25,426.97
WBQ												\$0.00
Southeastern Survey												\$0.00
<b>Subtotal Subconsultants (Limiting Amount)</b>												<b>\$25,426.97</b>
<b>GRAND TOTAL (Maximum Limiting Amount)</b>												<b>\$25,426.97</b>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY****Stantec****Project Number: 253F****CFX Contract No.: 000818****DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 6)****County****HIGHWAY TASK LIST**

Task No.	Task Description	Units	Number of Units	Hours per Unit	Total Hours	Comments
<b>24.1 Pre-Bid Activities</b>						
24.1.1	Pre-Bid Meeting	LS	0	0	0	
24.1.2	Addendum Preparation	LS			0	
24.1 Pre-Bid Activities Subtotal					0	
<b>24.2 Request for Information</b>						
24.2.1	Roadway	EA			0	
24.2.2	Drainage	EA			0	
24.2.3	Lighting	EA			0	
24.2.4	ITS	EA			0	
24.2.5	Structures	EA	10	4	40	
24.2 Request for Information Subtotal					40	
<b>24.3 Shop Drawing Review</b>						
3.1	Roadway	EA			0	
24.3.2	Drainage	EA			0	
24.3.3	Lighting	EA			0	
24.3.4	ITS	EA			0	
24.3.5	Structures	EA	12	4	48	SIP 3, MSE 4, Sheetpile 2, temporary bracings 3
24.3 Shop Drawing Review Subtotal					48	
<b>24.4 Plan Revisions</b>						
24.4.1	Plan Revisions	EA	8	4	32	
24.4.2	As-Built and Record Drawing	LS	1	20	20	
24.4 Plan Revisions Subtotal					52	
<b>24.5 Management and Meetings</b>						
24.5.1	Coordination	LS	1	12	12	project coordinations
24.5.2	Field Visits	LS	1	16	16	4 visits at 4 hrs
24.5.3	Meetings	EA	5	4	20	team meetings
24.5 Management and Meetings Subtotal					48	
					188	

State Road 417  
Orange  
417-253F

**Consultant Name:** WBQ Design & Engineering, Inc.

Date: 9/30/2015

**Estimator:** Troy Vargas

[illegible]

Survey Field Days by Subconsultant

**SALARY RELATED COSTS:**

**THE IMPACT OF**

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

253F WBQ PDS Fee 09-30-15 Final.xlsx  
Fee Sheet - Prime

Page 1 of 1

9/30/2015 2:16 PM

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

WBQ Design &amp; Engineering, Inc.

Project Number: 253F

CFX Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 6)

County

**HIGHWAY TASK LIST**

Task No.	Task Description	Units	Number of Units	Hours per Unit	Total Hours	Comments
24.1 Pre-Bid Activities						
24.1.1	Pre-Bid Meeting	LS			0	
24.1.2	Addendum Preparation	LS			0	
24.1 Pre-Bid Activities Subtotal					0	
24.2 Request for Information						
24.2.1	Roadway - MOT	EA	14	4	56	
24.2.2	Drainage	EA			0	
24.2.3	Lighting	EA			0	
24.2.4	ITS	EA			0	
24.2.5	Structures	EA			0	
24.2 Request for Information Subtotal					56	
24.3 Shop Drawing Review						
24.3.1	Roadway	EA	4	4	16	
24.3.2	Drainage	EA			0	
24.3.3	Lighting	EA			0	
24.3.4	ITS	EA			0	
24.3.5	Structures	EA			0	
24.3 Shop Drawing Review Subtotal					16	
24.4 Plan Revisions						
24.4.1	Plan Revisions	EA	4	20	80	
24.4.2	As-Built and Record Drawings	LS			0	
24.4 Plan Revisions Subtotal					80	
24.5 Management and Meetings						
24.5.1	Coordination	LS	1	15	15	
24.5.2	Field Visits	LS	6	8	48	
24.5.3	Meetings	EA	4	8	32	2 people at 4 hrs
24.5 Management and Meetings Subtotal					95	
					247	

**SUPPLEMENTAL AGREEMENT NO. 5**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**  
**SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 16<sup>th</sup> day of September, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of URS CORPORATION SOUTHERN, of Orlando, Florida, hereinafter called the "CONSULTANT".

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attest: *Barbara Monzillo*  
Assistant Secretary

By: *Carl Nul*  
Director of Procurement

URS CORPORATION SOUTHERN

Attest: *G. J. Foster*  
Print Name: GARFIELD L. FOSTER

By: *Robert Haggard*  
Title: VICE PRESIDENT

Approved as to form and execution only.

*Joseph Hasmature*  
General Counsel for the AUTHORITY





October 20, 2014

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

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

Dear Glenn:

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

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

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

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

Sincerely,  
URS Corporation

A handwritten signature in black ink, appearing to read "Stephen Noppinger".

Stephen Noppinger, P.E.  
Project Manager

Enclosures

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Project Number: 253F

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

URS Corporation  
CFX Contract No.: 000818

9/16/15  
Jup

SA#3 Assumed USE OF  
Contract Allowance. Final SA#3 did not  
transfer Allowance to URS.

**Summary of Remaining Fees and Contract Amendment Fee**

Firm	Contract Fee	Invoiced	Fee Remaining	Phase 1 Cost	CA #3 Request	Comment
URS (Labor only without survey)	\$3,376,515.85	\$3,333,940.09	\$42,575.76	\$222,738.42	\$180,162.66	
WBQ	\$685,768.16	\$678,379.36	\$7,388.80	\$84,702.68	\$77,313.88	
RS&H	\$279,304.38	\$252,592.73	\$26,711.65	\$18,322.75	\$0.00	Phase 1 Effort to be completed within remaining fee.
Stantec (C3TS)	\$455,002.80	\$429,247.75	\$25,755.05		\$0.00	Phase 1 Effort to be completed within remaining fee.
Nadic	\$221,049.39	\$208,824.13	\$12,225.26		\$0.00	Phase 1 Effort to be completed within remaining fee.
Southeastern	\$56,963.26	\$50,749.01	\$6,214.25		\$0.00	Phase 1 Effort to be completed within remaining fee.
Ardaman	\$178,638.96	\$177,168.32	\$1,470.64		\$0.00	Phase 1 Effort to be completed within remaining fee.
Expenses (URS)				Subtotal	\$257,476.54	
					\$1,572.25	
				TOTAL	\$259,048.79	

18 AUG 15 PM 12:54

**SUPPLEMENTAL AGREEMENT NO. 4**

**TO**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**FINAL DESIGN**

**SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 11<sup>th</sup> day of August, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of URS CORPORATION SOUTHERN, of Orlando, Florida, hereinafter called the "CONSULTANT".

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attest: Regla Lamante  
Assistant Secretary  
Regla Lamante

By: Paul Miller  
Director of Procurement

URS CORPORATION SOUTHERN

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

By: Stephen Noppinger  
Title: VICE PRESIDENT  
STEPHEN NOPPINGER

Approved as to form and execution only.

Joseph J. Cassione  
General Counsel for the AUTHORITY



August 11, 2015

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

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

Dear Glenn:

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

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

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

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

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

Sincerely,  
URS Corporation

Stephen Noppinger, P.E.  
Project Manager

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY														URS Corporation		CFX Contract No.: 000818			
Project Number: 253F														SUMMARY FEE SHEET					
DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4)																			
CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Deputy PM	Senior Engineer	Project Engineer	Engineer	Senior Technician	Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost	Avg. Rate					
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
404	Surveys and Mapping	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
407	Pavement Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
408	Borrow Pits	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
410	Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
412	Roadway Design	2	2	7	11	7	5	3	0	0	0	37	\$1,654.59	\$44.72					
413	Structures Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
414	Drainage Design	2	2	6	11	8	3	1	0	0	0	38	\$1,681.24	\$44.24					
415	Roadway Lighting	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
416	Traffic Engineering	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
417 & 418	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
420	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
421	Special Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
423	Toll Plazas	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
424	Post Design Services	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
700	Administration	0	0	0	0	0	0	0	0	0	0	0	\$0.00						
TOTAL MANHOURS		4	4	13	22	15	13	4	0	0	0	75							
WAGE RATES		\$86.24	\$55.36	\$61.78	\$41.40	\$30.11	\$37.92	\$27.72	\$52.16	\$30.80	\$30.80	N/A							
TOTAL DIRECT COSTS		\$344.96	\$221.44	\$803.14	\$910.80	\$451.65	\$492.96	\$110.38	\$0.00	\$0.00	\$0.00	N/A	\$3,335.83						

#### Salary Related Costs

Total Activity Salary Costs

Overhead Activities

Subtotal Salary Related Costs (Limiting Amount)

Operating Margin (Fixed Fee)

#### Expenses

Direct Reimbursables (Out-of-Pocket)

Permit Fees

Subtotal Expenses (Lump Sum)

Subtotal URS

#### Subconsultants

WBQ

RS&H

Subtotal Subconsultants (Limiting Amount)

Fee Estimate for Amendment 4

Remaining URS Survey Fee

GRAND TOTAL (Maximum Limiting Amount)

\$3,335.83  
\$4,163.78  
\$7,499.61  
\$899.95

124.82%

12.00%

\$0.00  
\$0.00  
\$0.00  
\$8,399.56

\$2,334.35  
\$4,757.36  
\$7,091.71

\$15,491.27

\$15,491.27

CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
Project Number: 253F									
DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4)									
Orange County									
HIGHWAY TASK LIST									
Governmental Agencies & Public Meetings									
Section 402 & 409									
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks		
1. Coordination w/ FDOT	LS				0				
2. Coordination w/ City of Orlando	LS				0				
3. Coordination w/ Orange County	LS				0				
4. Coordination w/ SJWMD	LS				0				
5. FDEP	LS				0				
6. Public Meetings	EA				0				
7. Neighborhood Assoc. Meetings	EA				0				
8. Authority Meetings	EA				0				
9. City of Orlando Meetings	EA				0				
10. Orange County Meetings	EA				0				
11. Preparation of Rdway/Bridge Exhibits	EA				0				
12. Other Agency Coordination & Meeting	LS				0				
<b>TOTAL</b>					<b>0</b>				

Environmental Permits									
Section 410									
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks		
1. Pre-App Coord with CFX & RS&H	LS				0				
2. Prepare ERP Application	LS				0				
3. RAI Response	EA				0				
4. Aerial Map	EA				0				
5. Prepare Local Permits	LS				0				
6. Landowner Addresses	LS				0				
7. Mitigation Plans	Sheet				0				
<b>SUBTOTAL</b>					<b>0</b>				
8. Quality Control	5%	1	N/A		0				
9. Supervision	5%	1	N/A		0				
10. Preliminary Field Review	EA	1	0		0				
11. Agency Field Review	EA	1	0		0				
12. Agency Pre-App Meeting	EA	1	0		0				
<b>TOTAL</b>					<b>0</b>				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY										URS Corporation	
Project Number: 253F										CFX Contract No.: 000818	
DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4)											
Orange County											
HIGHWAY TASK LIST											
Roadway Design											
Section 412											
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks				
1. Typical Section Package	LS			N/A	0						
2. Access Management	LS			N/A	0						
3. Horizontal/Vertical Master Design Files	LS			N/A	0						
4. Design Variations and Exceptions	LS			N/A	0						
5. Key Map	Sheet			1	0						
6. Typical Sections	Sheet			22	0						
7. General Notes	Sheet				0						
8. Summary of Quantities	Sheet	9	0.5	9	5						
9. Project Layout	Sheet				0						
10. Roadway Plans	Sheet	3	2	3	6						
11. Roadway Profiles	Sheet	1	4	1	4						
12. Cross Street Plan-Profile	Sheet				0						
13. Special Profiles	Sheet				0						
14. Interchange Layout	Sheet				0						
15. Intersection Detail	Sheet				0						
16. Ramp Terminal Details	Sheet				0						
17. Misc. Construction Details	Sheet				0						
18. Cross Section Design Files	LS	1	6	N/A	6						
19. Cross Section Pattern	Sheet				0						
20. Roadway Soil Survey	Sheet				0						
21. Roadway Cross Sections	EA	8	0.2	8	2						
22. Baseline Control/Curve Data	Sheet				0						
23. Computation Book & Quantities	LS	1	8	N/A	8						
24. Summary of Pay Items	LS	1	2	N/A	2						
SUBTOTAL								44	33	0	
25. Quality Control	5%	1	N/A	N/A	2						
26. Supervision	5%	1	N/A	N/A	2						
27. Field Reviews	EA			N/A	0						
28. Technical Meetings	EA			N/A	0						
TOTAL								44	37	0	

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY							URS Corporation	
Project Number: 253F							CFX Contract No.: 000818	
DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4)								
Orange County								
HIGHWAY TASK LIST								
Roadway Lighting								
Section 415								
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks	
1. Lighting Justification Report	EA			N/A	0			
2. Voltage Drop Calculations	LS			N/A	0		Analysis and Voltage drop calculations for both feeder and branch circuits for Phase I.	
3. Reference & Master Design Files	LS			N/A	0		Updating master Lighting design file to reflect Phase I design.	
4. Temporary Lighting Analysis	LS			N/A	0		Includes computing all design documentation on a CD ROM and providing with all Cad files for final submittal package. Includes hours for new lighting photometrics and print-outs.	
5. Design Documentation	LS			N/A	0		Revise Key with new sheet numbers remove OCEA reference, update CFX board members.	
6. Key Sheet	Sheet			0	0		Revise and edit	
7. Summary of Pay Items	Sheet			0	0		Revise and edit	
8. Tabulation of Quantities	Sheet			0	0		Remove and revise per comments for Phase I design.	
9. General Notes/Pay Item Notes	Sheet			0	0		Revise per Phase I design plus new detail	
10. Pole Data	Sheet			0	0		N/A	
11. Service Point Details	Sheet			0	0		N/A	
12. Project Layout	Sheet			0	0		Revise per Phase I design.	
13. Plan Sheet	Sheet			0	0		Ramp Flushing Beacon modification	
14. Special Details	Sheet			0	0		N/A	
15. Temporary Lighting Data & Detail	Sheet			0	0		0	
SUBTOTAL				0	0			
16. Quality Control	5%	1	N/A	N/A	0			
17. Supervision	5%	1	N/A	N/A	0			
18. Field Review	EA			N/A	0		1 Field Visit - 1 person/8hrs.	
19. Coordination with Utility Company	LS			N/A	0			
TOTAL				0	0		0	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
Project Number: 253F					URS Corporation				
DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4)					CFX Contract No.: 000818				
Orange County									
HIGHWAY TASK LIST									
Cost Estimates									
Section 420									
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks		
1. Initial Setup	LS			N/A	0				
2. 30% Construction Cost Est.	LS			N/A	0				
3. 60% Construction Cost Est.	LS			N/A	0				
4. 90% Construction Cost Est.	LS			N/A	0				
5. 100% Construction Cost Est.	LS			N/A	0				
6. Pre-Bid Construction Cost Est.	LS			N/A	0				
7. Final Construction Cost Est.	LS			N/A	0				
SUBTOTAL					0	0			
6. Quality Control	5%	1	N/A	N/A	0				
7. Supervision	5%	1	N/A	N/A	0				
TOTAL				0	0	0			

Special Provisions and Specifications									
Section 421									
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks		
1. Roadway	LS			N/A	0				
2. Drainage	LS			N/A	0				
3. Structures	LS			N/A	0				
4. Signing & Pavement Marking	LS			N/A	0				
5. Signalization/FON	LS			N/A	0				
SUBTOTAL				0	0	0			
6. Quality Control	5%	1	N/A	N/A	0				
7. Supervision	5%	1	N/A	N/A	0				
TOTAL				0	0	0			



CENTRAL FLORIDA EXPRESSWAY AUTHORITY				URS Corporation	
Project Number: 253F				CFX Contract No.: 000818	
DESCRIPTION: SR 408/SR 417 Ultimate Interchange (CONTRACT AMENDMENT NO. 4)					
Orange County					
HIGHWAY TASK LIST					
23. Plan Sheet	Sheet		0	0	
24. ITS Communications Plans	Sheet		0	0	
25. Fiber Optic Splice Diagrams	EA		0	0	
26. Lightning Protection Plans	EA		0	0	
27. Cross Sections	EA		0	0	
28. Guide Sign Work Sheet	EA		0	0	
29. Special Service Point Details	EA		0	0	
30. Strain Pole Schedule	PI		0	0	
31. Overhead / Cantilever Sign Structures	EA		0	0	
32. Other Overhead Sign Structures (Long Span, Monotube, etc.)	EA		0	0	
33. Temporary FON	EA		0	0	
34. Interim Standards	LS		0	0	
SUBTOTAL			0	0	
35. Quality Control	5%	1	N/A	N/A	0
36. Supervision	5%	1	N/A	N/A	0
37. Power Company Coord.	LS		N/A	N/A	0
38. Technical Meetings	EA		N/A	N/A	0
39. Field Review	EA		N/A	N/A	0
TOTAL			0	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Project Number: 253F

DESCRIPTION: SR 408/5R 417 Ultimate Interchange - Phase I

WBQ Design & Engineering  
OOCEA Contract No.: 000818

SUMMARY FEE SHEET (SUBCONSULTANT - WBQ)

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Critical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	0	0	\$0.00	
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	\$0.00	
404	Surveys and Mapping	0	0	0	0	0	0	0	0	0	0	\$0.00	
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	\$0.00	
406	Costumeation Impact Analysis	0	0	0	0	0	0	0	0	0	0	\$0.00	
407	Pavement Design	0	0	0	0	0	0	0	0	0	0	\$0.00	
408	Borrow Pits	0	0	0	0	0	0	0	0	0	0	\$0.00	
410	Environmental #azards	0	0	0	0	0	0	0	0	0	0	\$0.00	
411	Utilities	0	0	0	0	0	0	0	0	0	0	\$0.00	
412	Roadway Design	0	0	0	0	0	0	0	0	0	0	\$0.00	
413	Structures Design	0	0	0	0	0	0	0	0	0	0	\$0.00	
414	Drainage Design	0	0	0	0	0	0	0	0	0	0	\$0.00	
415	Roadway Lighting	0	0	0	0	0	0	0	0	0	0	\$0.00	
416	Traffic Engineering	2	0	0	0	0	0	0	0	0	0	\$0.00	
417 & 418	Signal & Pavt Marking Plans	1	0	0	0	0	0	0	0	0	0	\$0.00	
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	0	0	\$0.00	
420	Cost Estimates	0	0	0	0	0	0	0	0	0	0	\$0.00	
421	Special Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	\$0.00	
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	0	0	\$0.00	
423	Toll Plaza	0	0	0	0	0	0	0	0	0	0	\$0.00	
424	Post Design Services	0	0	0	0	0	0	0	0	0	0	\$0.00	
700	Administration	0	0	0	0	0	0	0	0	0	0	\$0.00	
TOTAL MANHOURS		1	2	5	4	4	0	0	0	0	16	\$697.78	\$43.61
WAGE RATES		\$86.99	\$63.13	\$48.05	\$33.17	\$27.90	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	
TOTAL DIRECT COSTS		\$86.99	\$126.26	\$340.25	\$132.68	\$111.60	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$697.78	

Salary Related Costs

Total Activity Salary Costs

Overhead Activities

209.04%

Subtotal Salary Related Costs (Limiting Amount)

Operating Margin (Fixed Fee)

\*\* (Equivalent Lump Sum for Operating Margin 8.26%)

Expenses

Direct Reimbursables (Out-of-Pocket)

Permit Fees

Subtotal Expenses (Lump Sum)

Subconsultants

Subtotal Subconsultants (Limiting Amount)

WBQ TOTAL (Maximum Limiting Amount)

\$697.78

\$1,458.64

\$2,156.42

\$177.93

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$2,334.35



Traffic Engineering  
Section 416

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

Phase I S.A. #1 Fee Estimate  
Update S&PM Plans to Current CFX Standards

RS&H

SUMMARY FEE SHEET															
CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Engineer Designer	Engineering Intern	Roadway Technician	Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost	Avg. Rate	
402 & 409	Governmental Agencies & Public Meetings														
403	Preliminary Design Report-Review														
404	Surveys and Mapping														
405	Geotechnical Investigation														
406	Contamination Impact Analysis														
407	Pavement Design														
408	Borrow Pits														
410	Environmental Permits														
411	Utilities														
412	Roadway Design														
413	Structures Design														
414	Drainage Design														
415	Roadway Lighting														
416	Traffic Engineering														
417 & 418	Signal & Pav't Marking Plans	4	0	0	0	18	0	0	0	0	0	40	\$1,505.78	\$37.64	
419	Right-of-Way Surveys														
420	Cost Estimates														
421	Special Provisions and Specifications														
422	Fiber Optic Network (FON)														
423	Toll Plazas														
424	Post Design Services														
700	Administration														
TOTAL MANHOURS		4	0	0	0	18	0	0	0	0	0	40	\$1,505.78	\$37.64	
WAGE RATES		\$69.32	\$67.37	\$57.44	\$39.33	\$28.92	\$0.00	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00	\$1,505.78		
TOTAL DIRECT COSTS		\$277.28	\$0.00	\$0.00	\$707.94	\$520.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,505.78		

Salary Related Costs  
Total Activity Salary Costs \$1,505.78  
Overhead Activities 187.94% \$2,829.96  
Subtotal Salary Related Costs (Limiting Amount) \$4,335.74

Operating Margin (Fixed Fee) 28.00% \$421.62

Expenses  
Direct Reimbursables (Out-of-Pocket) \$0.00  
Permit Fees \$0.00  
Subtotal Expenses (Lump Sum) \$0.00

GRAND TOTAL (Maximum Limiting Amount) \$4,757.36

Project Activity 20: Signing and Pavement Marking Plans

Estimator: Gonzalez, R

RS&H

Task No.	Task	Scale	Units	No of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	
20.2	Summary of Pay Items Including TRNS-Port Input		LS	0	0		0	
20.3	Tabulation of Quantities		LS	1	6		6	Update summary of quantities based on requested revisions
20.4	General Notes/Pay Item Notes		Sheet	0	0		0	
20.5	Project Layout		Sheet	0	0		0	
20.6	Plan Sheet		LS	1	24		24	Update plans to change from PPRT to Thermoplastic
20.7	Typical Details		EA	1	4		4	Update Pavement Markings (Arrows approaching ramps)
20.8	Guide Sign Worksheet(s)		EA	1	4		4	Overlays for TM2 Route Shields
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	0	0		0	
20.13	Interim Standards		LS	0	0		0	
Signing and Pavement Marking Plans Technical Subtotal							38	
20.14	Quality Assurance/Quality Control		LS	%	5%		2	
20.15	Supervision		LS	%	0%		0	
20. Signing and Pavement Marking Plans Total							40	

## **CONSENT AGENDA ITEM**

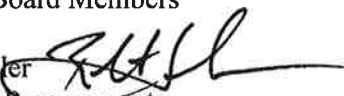
**#8**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** Authority Board Members

 **FROM:**

Claude Miller   
Director of Procurement

**DATE:** September 25, 2015

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

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

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

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

## **CONSENT AGENDA ITEM**

**#9**

**MEMORANDUM**

**TO:** Authority Board Members

**FROM:** Claude Miller  
Director of Procurement

**DATE:** September 22, 2015

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

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



**CONSENT AGENDA ITEM**

**#10**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Board Members  
Central Florida Expressway Authority

FROM: Lisa Lumbard, Chief Financial Officer

DATE: September 21, 2015

RE: Disposal of Inventory

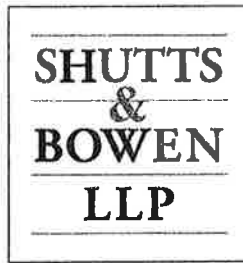


Staff requests authorization to dispose of equipment that is either broken or obsolete to CFX using the services of Gideon Auction House or Southeastern Data.

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

## **CONSENT AGENDA ITEM**


**#11**



*Founded 1910*

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members  
FROM: David A. Shontz, Esq., Right-of-Way Counsel  
DATE: September 22, 2015  
RE: Pinel & Carpenter, Inc., Second Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206



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

### BACKGROUND/DESCRIPTION

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

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

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

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

### **REQUESTED ACTION**

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

### **ATTACHMENT**

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

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

**THIS SECOND AGREEMENT** is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Pinel & Carpenter, Inc. ("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 Central Florida Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

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

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

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

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

**1.1 Pre-Condemnation Consultation Services**

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

**1.2 Appraisal Services**

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

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

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

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

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

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

### **1.3 Litigation Support Services**

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

#### **1.4 Subconsultants**

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

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

#### **1.5 Appraiser's Standards of Performance**

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

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

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

#### **1.7 Non-Exclusive Rights**

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

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

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

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

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

## **1.10 Reduced Scope of Services**

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

## **ARTICLE 2- TIME**

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

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

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

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



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

### **ARTICLE 3- PAYMENT**

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

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

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

#### **3.2 Compensation for Pre-Condemnation Consultation Services**

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

#### **3.3 Compensation Appraisal**

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

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

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

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

### **3.4 Compensation for Litigation/Consultation Services**

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

### **3.5 Invoices**

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

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

### **3.6 Right to Withhold Payment**

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

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

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

## **ARTICLE 4-- LIQUIDATED DAMAGES**

### **4.1 Appraisal Reports**

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

### **4.2 Responses, Modifications, or Corrections**

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

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

## **ARTICLE 5 - RECORDS**

### **5.1 Maintenance of Records**

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

## **5.2 Records Availability and Audit**

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

## **ARTICLE 6- TERM OF AGREEMENT AND TERMINATION**

### **6.1 Term of Agreement**

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

### **6.2 Termination**

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

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

## **ARTICLE 7- CONFIDENTIALITY**

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

## **ARTICLE 8- MISCELLANEOUS PROVISIONS**

### **8.1 Notices**

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

### **8.2 Change of Address**

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

### **8.3 Jurisdiction**

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

### **8.4 Governing Law**

The Agreement shall be governed by the laws of Florida.

### **8.5 Transfers and Assignments**

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

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

#### **8.6 Member Protection**

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

#### **8.7 Conflict of Interest**

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

#### **8.8 Entire Agreement**

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

#### **8.9 Amendment**

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

modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

#### **8.10 No Third-Party Beneficiaries**

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

#### **8.11 Appraiser Contractual Authorization**

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

**[The remainder of this page intentionally left blank]**

**[Signatures on Following Pages]**

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

**SHUTTS & BOWEN LLP**

Attest:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

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

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

**PINEL & CARPENTER, INC.**

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, Inc.  
824 North Highland Avenue  
Orlando, Florida 32803

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

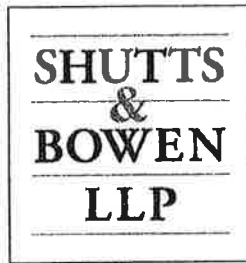
Appraiser's Compensation Schedule including all Billable Rates is as follows.  
(The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

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

ORLDOCS 14204275 2

## **CONSENT AGENDA ITEM**


**#12**



*Founded 1910*

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members  
FROM: David A. Shontz, Esq., Right-of-Way Counsel  
DATE: September 22, 2015  
RE: Durrance & Associates, P.A., Second Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206



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

### BACKGROUND/DESCRIPTION

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

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

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

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

### **REQUESTED ACTION**

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

### **ATTACHMENT**

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

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

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

**WITNESSETH:**

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

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

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

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

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

**1.1 Pre-Condemnation Consultation Services**

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

**1.2 Appraisal Services**

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

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

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

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

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

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

### **1.3 Litigation Support Services**

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

#### **1.4 Subconsultants**

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

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

#### **1.5 Appraiser's Standards of Performance**

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

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

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

#### **1.7 Non-Exclusive Rights**

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

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

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

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

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

## **1.10 Reduced Scope of Services**

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

## **ARTICLE 2- TIME**

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

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

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

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



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

## **ARTICLE 3- PAYMENT**

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

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

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

### **3.2 Compensation for Pre-Condemnation Consultation Services**

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

### **3.3 Compensation Appraisal**

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

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

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

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

### **3.4 Compensation for Litigation/Consultation Services**

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

### **3.5 Invoices**

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

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

### **3.6 Right to Withhold Payment**

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

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

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

## **ARTICLE 4- LIQUIDATED DAMAGES**

### **4.1 Appraisal Reports**

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

### **4.2 Responses, Modifications, or Corrections**

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

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

## **ARTICLE 5 - RECORDS**

### **5.1 Maintenance of Records**

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

## **5.2 Records Availability and Audit**

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

## **ARTICLE 6- TERM OF AGREEMENT AND TERMINATION**

### **6.1 Term of Agreement**

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

### **6.2 Termination**

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

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

## **ARTICLE 7- CONFIDENTIALITY**

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

## **ARTICLE 8- MISCELLANEOUS PROVISIONS**

### **8.1 Notices**

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

### **8.2 Change of Address**

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

### **8.3 Jurisdiction**

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

### **8.4 Governing Law**

The Agreement shall be governed by the laws of Florida.

### **8.5 Transfers and Assignments**

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

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

#### **8.6 Member Protection**

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

#### **8.7 Conflict of Interest**

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

#### **8.8 Entire Agreement**

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

#### **8.9 Amendment**

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

modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

#### **8.10 No Third-Party Beneficiaries**

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

#### **8.11 Appraiser Contractual Authorization**

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

**[The remainder of this page intentionally left blank]**

**[Signatures on Following Pages]**

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

**SHUTTS & BOWEN LLP**

Attest:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

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

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

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

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

Chad G. Durrance, President



**EXHIBIT A**

**Client's Representative**

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

**Appraiser's Representative**

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

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

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

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

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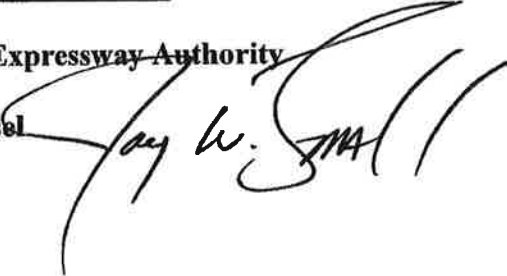
# **CONSENT AGENDA ITEM**

**#13**

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

**MEMORANDUM**

**TO: The Board of the Central Florida Expressway Authority**  
**FROM: Jay W. Small, Right of Way Counsel**  
**Mateer Harbert, P.A.**  
**DATE: September 22, 2015**  
**RE: S.R. 528 Multi-Modal Corridor, Project 528-1240; Parcels 108/708;**  
**Purchase Agreement**



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

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

**Description and Background**

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

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

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

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

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

#### **Requested Action**

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

#### **Attachment**

Real Estate Purchase Agreement for Parcels 108/708

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

**REAL ESTATE PURCHASE AGREEMENT**

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into this 15 day of September, 2015 (the "Effective Date"), by and between NEO LAND, LLC, a Florida Limited Liability Corporation ("Owner"), whose address is 1031 W. Morse Blvd., Suite 350, Winter Park, FL 32789 and whose U.S. Taxpayer Identification Number is 47-4042321; and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, ("Authority"), whose address is 4974 ORL Tower Road, Orlando, FL 32807.

**WITNESSETH:**

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

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

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

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

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Authority to Owner, the threat of the condemnation of the Property by the Authority, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the Authority and Owner hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Buy and Sell.** Owner, under threat of condemnation, agrees to sell to the Authority and the Authority agrees to purchase from Owner the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

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

4. Authority's Right of Inspection.

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

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

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



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

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

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

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

7. Closing Date and Closing Procedures and Requirements.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 10. Defaults.

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

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

11. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal

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

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

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

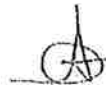
With a copy to: Jay W. Small  
**MATEER HARBERT, P.A.**  
225 East Robinson Street, Ste. 600  
Orlando, Florida 32801  
Telephone (407) 425-9044  
Facsimile (407) 423-2016

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

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

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

12. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such



amendment is in writing and executed by Owner and the Authority. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Owner and the Authority do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Orange County, Florida. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.**

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

14. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

15. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

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

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



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

19. **Design, Location and Funding Disclosure.** In accordance with Section 5-5.025 of the Central Florida Expressway Authority Property Acquisition & Disposition Procedures Manual, Owner acknowledges that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; (ii) funding has not been completed for the subject project; and (iii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources. Nothing included in this Section, including acknowledgement that funding has not as of the Effective Date of this Agreement been completed and that funding may be by a bond issue or other sources, shall operate to extend the scheduled date of Closing, or any other timeline dates in this Agreement.

20. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the Authority or Owner executes this Agreement.

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

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

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

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

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

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

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

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

THE NEXT PAGE IS THE SIGNATURE PAGE



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

**WITNESSES:**

  
Print Name: ESIN HIZAL

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

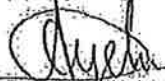
**WITNESSES:**

  
Print Name: Emin Demirgüç

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

**"OWNER"**

NEO LAND, LLC, a Florida  
Limited Liability Corporation

By:  KADIR AYDIN  
Kadir Aydin, as Authorized Member

Date: 15<sup>th</sup> September, 2015

**"AUTHORITY"**

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY FOR USE AND RELIANCE  
BY THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY:

MATEER & HARBERT, P.A.

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

RECEIVED AND REVIEWED BY THE OFFICE OF  
GENERAL COUNSEL, CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY:

By: \_\_\_\_\_  
General Counsel  
Date: \_\_\_\_\_



### **SCHEDULE OF EXHIBITS**

<b>EXHIBIT</b>	<b>DESCRIPTION</b>
<b>A</b>	<b>Legal Description - The Property</b>
<b>B</b>	<b>Schedule - Permitted Exceptions</b>
<b>C</b>	<b>Form - Special Warranty Deed</b>
<b>D</b>	<b>Temporary Construction Easement</b>
<b>E</b>	<b>Form - Beneficial Interest Affidavit</b>
<b>F</b>	<b>Notice of Approval and Acceptance</b>

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

Project 528-1240  
Parcel No.: 108

**Part A**

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

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 596.23 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing south Limited Access Right of Way line, having a radius of 639.49 feet, a central angle of 41°36'10", a chord length of 454.20 feet bearing North 58°43'23" East, an arc distance of 464.34 feet; thence run South 89°33'17" East, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feet to the Point of Beginning.

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

Containing 2.56 acres, more or less.

Together, with

**Part B**

The following described property:

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

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way

line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way line, distance of 77.87 feet; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89°33'17" East, a distance of 439.97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

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



EXHIBIT "B"

PERMITTED EXCEPTIONS  
Neo Land

NONE



**EXHIBIT "C"**

**FORM - SPECIAL WARRANTY DEED**

Project 528-1240  
Parcel 108

This deed has been executed and delivered under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.013(4) and 12B-4.014(14), F.A.C.; and see, Florida Department of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993)

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by NEO LAND, LLC, a Florida Limited Company ("Owner"), whose address is \_\_\_\_\_, hereinafter referred to as "Grantor," to **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose tax identification number is 59-1021557, and whose mailing address is 4974 ORL Tower Road, Orlando, FL 32807, hereinafter referred to as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

Parcel Identification No.: 31-23-32-3859-00-030

**SEE ATTACHED EXHIBIT "A" (the "Property")**

TOGETHER WITH all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

SUBJECT TO those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

SUBJECT TO as the ad valorem and real estate taxes for the calendar year 2015 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee, or the Grantee's or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

NEO LAND, LLC, a Florida  
Limited Liability Corporation

WITNESSES:

Print Name: ESQ. HIZAL

Print Name: Emir Demirgulte

By: [Signature]  
Printed Name: YAKIR AYDIN  
Title: AUTHORIZED MEMBER  
Date: 15th September, 2015

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of NEO LAND, LLC, a Florida limited liability corporation, the \_\_\_\_\_, on behalf of the Company. He/She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Exhibit "A" to Special Warranty Deed**

Project 528-1240  
Parcel No.: 108

**Part A**

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

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

Containing 2.36 acres, more or less.

Together, with

**Part B**

The following described property:

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

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way



line, distance of 77.87 feet; thence run North  $52^{\circ}04'38''$  West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South  $89^{\circ}33'17''$  East, a distance of 439.97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

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

**EXHIBIT "D"**

Project 528-1240  
Parcel 708

**TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE, made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by NEO LAND, LLC, a Florida Limited Company, whose address is \_\_\_\_\_ (the "Grantor"), for the benefit of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, FL 32807, its successors and assigns, and any future owner or easement holder constructing the AAF Railroad, as defined herein, (the "Grantee"):

**RECITALS:**

WHEREAS, Grantee was created by Part III, Chapter 348, *Florida Statutes*, and charged with constructing, holding, improving, maintaining and operating a tolled road network in Orange County, Florida, known as the Central Florida Expressway Authority System (the "System"); and

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

WHEREAS, Grantor is the fee simple owner of certain real property located in Orange County, Florida, more particularly depicted on Exhibit "A," attached hereto and incorporated herein by reference (the "Temporary Construction Easement Area"), which Temporary Construction Easement Area is located at or adjacent to the Project; and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive temporary construction easement over, under, upon and through the Temporary Construction Easement Area, all in accordance with the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Grantor does hereby covenant and agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement.
2. **Grant of Temporary Construction Easement.** Grantor hereby grants, bargains, sells, conveys and declares a non-exclusive temporary construction easement for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors,

subcontractors, independent contractors, and licensees (the "Temporary Construction Easement") over, under, upon and through the Temporary Construction Easement Area.

3. **Purpose of Temporary Construction Easement.** The purpose of the Temporary Construction Easement shall be to permit Grantee, through itself, its employees, agents, contractors, subcontractors, and independent contractors, to enter upon the Temporary Construction Easement Area to access and construct the Project and as is otherwise necessary or convenient to construct the Project, including, without limitation, the construction, placement, repair, renovation, replacement, any other improvements associated with the Project and to drain Grantor's existing retention pond together with the privileges and rights herein granted. For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions reasonably interfering with the location, construction, and maintenance of the Project and, as necessary or convenient, of importing fill or changing the grade within the easement area, provided Grantee restores such grade prior to the expiration or termination of this easement. To the extent permitted by law and subject to any applicable sovereign immunity, the Grantee shall indemnify and hold harmless the Grantor from and any against any and all damage or loss arising out of the construction activities of the Grantee and/or its contractors, agents and assigns within the Temporary Construction Easement Area. The Grantor further grants to Grantee the reasonable right to enter upon the adjoining lands of the Grantor for the purposes of exercising the rights herein granted. By way of clarification, Grantor acknowledges that it may reconfigure or modify its existing retention pond before the Project is constructed. Exhibit "A" depicts the general location of the existing retention pond. It is the intent of this Easement that the Temporary Construction Easement Area shall mean the pond and berm width in existence at the time of Project construction.

4. **Incidental Rights.** The Temporary Construction Easement herein granted and conveyed by the Grantor to the Grantee shall specifically include, but shall not be limited to, the right of Grantee, its employees, agents, contractors, subcontractors, and independent contractors: (a) to patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the improvements consistent with the terms of this Agreement; (b) to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the Project; (c) to enter onto any portion of Grantor's real property necessary for Grantee to exercise the rights granted in this Agreement, upon reasonable notice to Grantor; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Temporary Construction Easement for the purposes described above and in furtherance of the provisions set forth herein.

5. **Use of Temporary Construction Easement Area.** The Temporary Construction Easement is non-exclusive, and nothing in this Indenture shall limit Grantor's present or future use of the Temporary Construction Easement Area, including, without limitation, the Grantor's development and construction of improvements of any type thereon or the further reduction or change in grading of the retention pond that is located on the Temporary Construction Easement Areas; provided, however, the Grantee may not change the grade of the Temporary Construction Easement Area in any manner or make any other modifications to the Temporary Construction Easement Area that negatively impacts the integrity and functionality of the Project or any other improvements associated therewith. Grantor may reconfigure the subject

retention pond, and accordingly the Grantor agrees to diligently pursue any and all necessary permit modifications with the Army Corps of Engineers and/or S. Florida Water Management District or other actions necessary to obtain and/or maintain compliance with such permits within the bounds of Grantor's property.

6. Term of Easement. The term of the easement granted herein shall begin on the date first written above and end on the earlier of December 31, 2026 or five (5) years from the date that Grantee commences construction of the anticipated improvements on Grantee's adjoining land.

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

8. Covenants Run With the Land. The Temporary Construction Easement granted herein and any other terms and conditions of this Indenture are hereby declared and shall hereinafter be deemed to be covenants running with the Temporary Construction Easement Area and shall be binding upon and inure to the benefit of Grantor and Grantee, and each of their heirs, administrators, executors, personal representatives, successors and assigns.

9. Grantor's Representations and Covenants. Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the Temporary Construction Easement Area, (b) that Grantor has full right and lawful authority to grant and convey the easements, rights and privileges described herein to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of said easements, rights and privileges described herein, and (d) that Grantor shall obtain the joinder and consent of any mortgage or lien encumbering the Temporary Construction Easement Area. Grantor covenants not to interfere with the Project or any other improvements or activities associated therewith, now existing or in the future, nor allow any use or uses that will prevent or unreasonably restrict Grantee's ingress and egress to the Temporary Construction Easement Area as described herein, or otherwise impair Grantee's enjoyment of the rights granted herein.


10. Recording. This Agreement shall be recorded in the Public Records of Orange County, Florida, at the Grantee's sole cost and expense.

[ SIGNATURE(S) ON FOLLOWING PAGE(S) ]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the date and year first written above.


WITNESSES:

  
Print Name: ESO HIZAL

  
Print Name: Emin Demingille

"OWNER"

NEO LAND, LLC, a Florida Limited Liability Corporation

By: 

Print Name: KADIR AYDIN

Its: AUTHORIZED MEMBER

15th, September 2015

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of NEO LAND, LLC, a Florida Limited Liability Corporation. He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**JOINDER AND CONSENT OF MORTGAGEE**

The undersigned, **FIRST COMMERCIAL BANK OF FLORIDA**, as the holder and owner of that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded in Official Records Book 8963, Page 4367, Public Records of Orange County, Florida (the "Mortgage"), does hereby join and consent to the preceding Temporary Construction Agreement given by **NEO LAND, LLC**, a Florida Limited Liability Corporation in favor of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida.

**FIRST COMMERCIAL BANK OF  
FLORIDA**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of First Commercial Bank of Florida. He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_



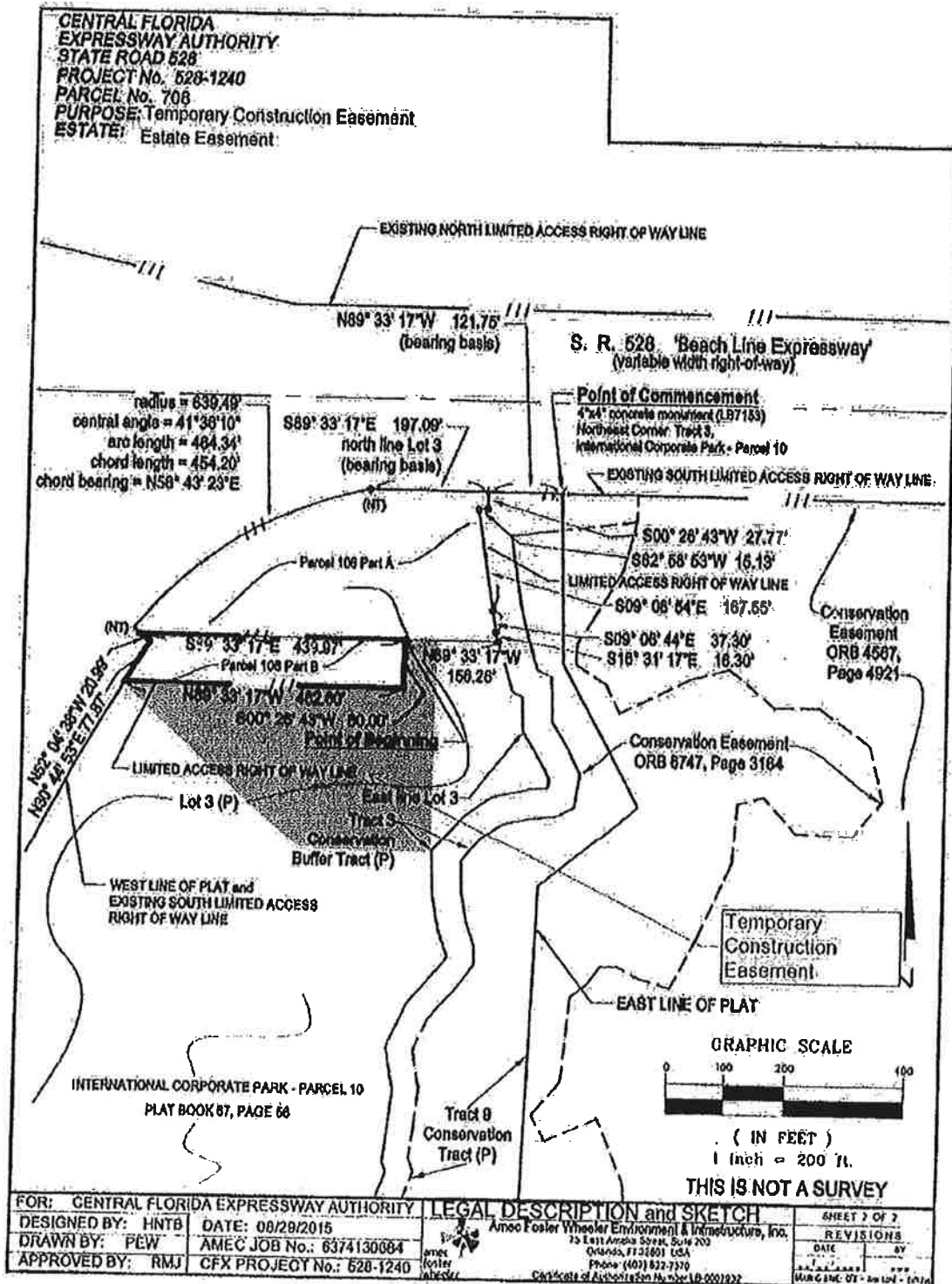


Exhibit "A" to Temporary Construction Easement

GP

**EXHIBIT "E"**

**DISCLOSURE OF INTERESTS IN REAL PROPERTY**

**TO:** \_\_\_\_\_, Chairman, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, under the laws of the State of Florida

**FROM:** NEO LAND, LLC, a Florida Limited Corporation

**SUBJECT:** Project 528-1240, Parcel 108/708 as more particularly described in Exhibit "A" attached hereto and the Temporary Construction Easement depicted on Exhibit "B" attached hereto (hereinafter the "Property")

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of the \_\_\_\_ day of \_\_\_\_\_, 2015 is as follows:

Name	Address	Percentage of Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

**[SIGNATURE AND NOTARY ON NEXT PAGE]**





**SELLER**

**NEO LAND, LLC**, a Florida  
Limited Liability Corporation

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

Printed Name: KASIE AYOW

Title: AUTHORIZED MEMBER

Date: 15th September, 2015

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of NEO LAND, LLC, a Florida Limited Liability Corporation. He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Exhibit "A" to Disclosures of Interests in Real Property**

Project 528-1240  
Parcel No.: 108

**Part A**

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

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 526.23 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 32°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing south Limited Access Right of Way line, having a radius of 639.49 feet, a central angle of 41°36'10", a chord length of 454.20 feet bearing North 58°43'23" East, an arc distance of 464.34 feet; thence run South 89°33'17" East, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feet to the Point of Beginning.

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

Containing 2.56 acres, more or less.

Together, with

**Part B**

The following described property

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

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way

line, distance of 77.87 feet; thence run North 52°04'38" West, along said West line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89°33'17" East, a distance of 439.97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

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

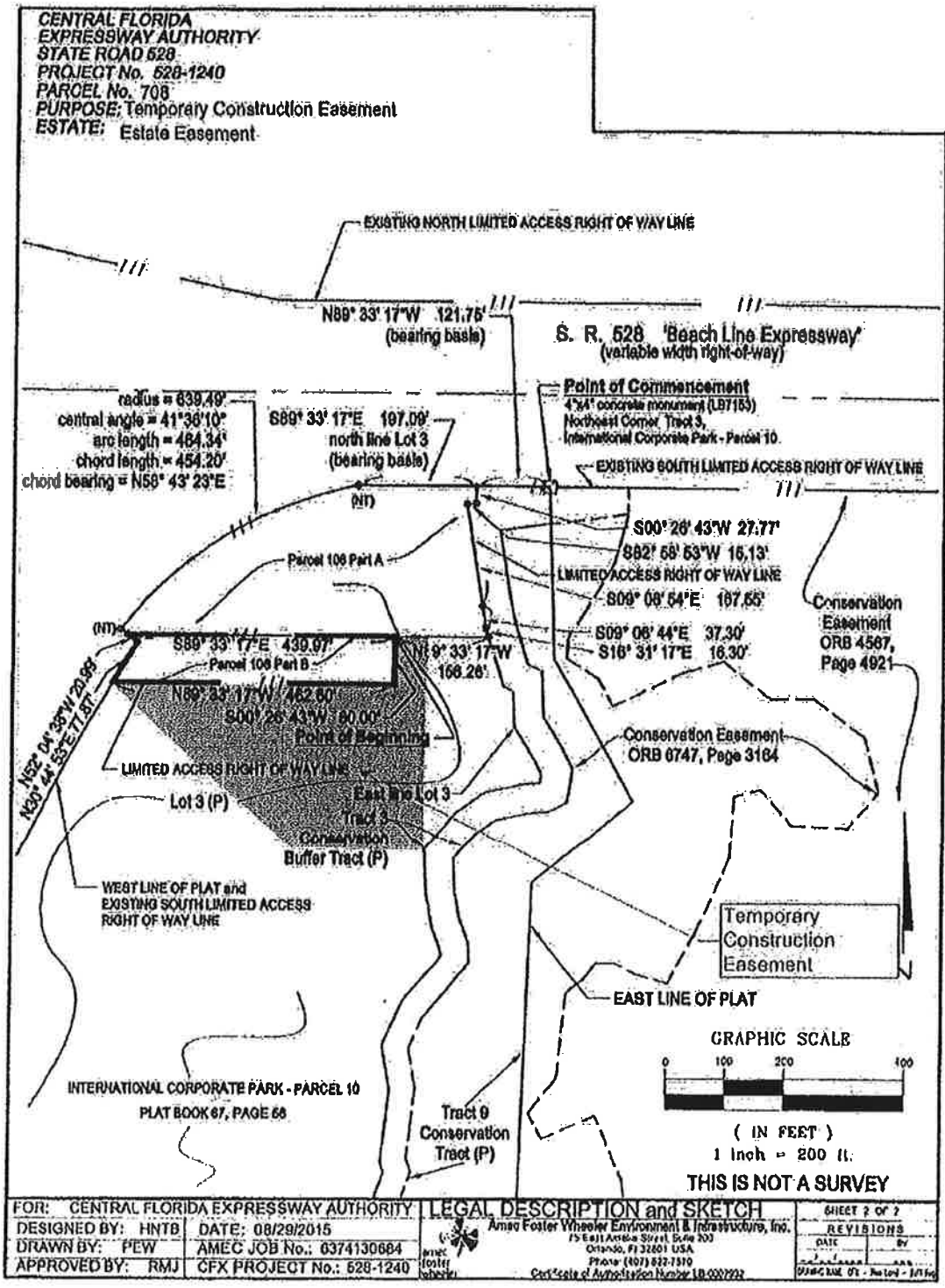


Exhibit "B" to Disclosures of Interests in real Property

EXHIBIT "P"

NOTICE OF APPROVAL AND ACCEPTANCE

Pursuant to the terms and conditions of Section 119.07(3)(n), Florida Statutes, the Central Florida Expressway Authority, a body politic and corporate and an agency of the state, under the laws of the State of Florida ("Authority"), on the day and date set forth hereinbelow has duly approved and accepted that certain Real Estate Purchase Agreement dated \_\_\_\_\_, 2015, by and between NEO LAND, LLC, a Florida Limited Liability Corporation, and the Authority.

**"AUTHORITY"**

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2015, by \_\_\_\_\_ as \_\_\_\_\_ of Central Florida Expressway  
Authority, a body politic and corporate, and an agency of the state, under the laws of the State of  
Florida, on behalf of the corporation. He / She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

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




## **CONSENT AGENDA ITEM**

**#14**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: September 22, 2015

RE: Approval of Contract Renewal with  
Broad & Cassel for Bond Counsel Services  
Contract No. 000816

Board approval is requested for the second and final renewal of the referenced contract with Broad & Cassel, in the amount of \$325,000.00. The renewal period will be from November 1, 2015, to October 31, 2016.

The services to be provided under the renewal will include consulting with Authority officers and staff concerning all legal questions relating to the incurrence of debt; preparing all indentures, resolutions and other instruments authorizing and securing bonds or other indebtedness of the Authority and required in connection with their issuance; preparing and reviewing all documentation required for bond sales and closings; preparing all documents required in connection with the validation of bonds by the Authority; legal services related to all matters affecting the administration and collection of revenues involved with, or available for, financial undertakings by the Authority.

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000816

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8<sup>th</sup> day of October, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Broad & Cassel, hereinafter called "Counsel"

WITNESSETH

WHEREAS, the Authority and Counsel entered into a Contract Agreement (the "Original Agreement") dated September 30, 2011, whereby the Authority retained Counsel to provide bond counsel services; and

WHEREAS, pursuant to Article 8 of the Original Agreement, Authority and Counsel wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Counsel agree to a second renewal of said Original Agreement beginning the 1<sup>st</sup> day of November, 2015, and ending the 31<sup>st</sup> day of October, 2016, for the amount of \$325,000.00.

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

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

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

BROAD & CASSEL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Authorized Signature

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

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

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

If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_



# **AGREEMENT**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
AND  
BROAD AND CASSEL**

**BOND COUNSEL SERVICES  
CONTRACT NO. 000816**

**CONTRACT DATE: SEPTEMBER 30, 2011  
CONTRACT AMOUNT: \$257,500.00**



**ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY**

**AGREEMENT  
FOR  
BOND COUNSEL SERVICES**

**CONTRACT NO. 000816**

**September 2011**

**Members of the Board**

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

**Executive Director**

**Michael Snyder, P.E.**

## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
AGREEMENT	AG-1 to AG-8
EXHIBIT "A" – SCOPE OF SERVICES	A-1 to A-3
EXHIBIT "B" – FEE SCHEDULE	B-1
TECHNICAL PROPOSAL	TP-1 to TP-25

**AGREEMENT  
BOND COUNSEL SERVICES  
CONTRACT NO. 000816**

THIS AGREEMENT ("Agreement") is entered into as of September 30, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("AUTHORITY"), and BROAD AND CASSEL ("COUNSEL").

**WITNESSETH:**

WHEREAS, the AUTHORITY desires to retain the services of competent and qualified legal counsel to serve as the AUTHORITY's bond counsel for the issuance of revenue bonds and other debt instruments which may be required from time to time to finance additions and improvements to the Expressway System and to refund outstanding indebtedness;

WHEREAS, on July 22, 2011, the AUTHORITY issued a Request for Proposals for Bond Counsel services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on August 31, 2011, and the recommendation of the Finance Committee at its meeting held on September 21, 2011, the Governing Board of the AUTHORITY at its meeting held on September 28, 2011, selected COUNSEL to serve as Bond Counsel;

WHEREAS, COUNSEL, in the course of the selection process, expressed its commitment to the AUTHORITY to associate itself with the law firm of KnoxSeaton as Co-Bond Counsel ("CO-COUNSEL"), which contractual arrangement will be between COUNSEL and CO-COUNSEL separate from this Agreement; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to the AUTHORITY according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the AUTHORITY and COUNSEL agree as follows:

**SECTION 1. SERVICES.** The AUTHORITY does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to AUTHORITY financial matters, including, but not limited to, bond financing and re-financing and as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A."

## **SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.**

(a) Although the AUTHORITY currently anticipates using the services of COUNSEL, the AUTHORITY provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide the AUTHORITY under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. The AUTHORITY designates the AUTHORITY's General Counsel or Chief Financial Officer as the AUTHORITY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define the AUTHORITY's policy and decisions pertinent to the work covered by this Agreement. The AUTHORITY may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

## **SECTION 3. RESPONSIBILITIES OF COUNSEL.**

(a) COUNSEL agrees to timely provide the professional services and facilities required to assist the AUTHORITY in the field of finance, bond financing and re-financing and other areas of responsibility as deemed necessary by the AUTHORITY.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates Joseph B. Stanton, as the primary attorney to provide services to the AUTHORITY and will be assisted from time to time by other members of the firm, as he deems appropriate to the needs of the particular transaction.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

## **SECTION 4. PAYMENT FOR SERVICES AND BILLING.**

(a) In consideration of the promises and the faithful performance by COUNSEL of its obligations, the AUTHORITY agrees to pay COUNSEL a fee based on a "fixed-fee" per transaction basis, said fee shall be based on the fee schedule attached hereto as Exhibit "B." Any services not directly related to a specific transaction will be billed by

COUNSEL on a "Time Basis Method". Total compensation to COUNSEL during the three-year term of the Agreement is estimated to be \$257,500.00.

(b) On transactions where COUNSEL is being compensated on the "Time Basis Method", the AUTHORITY shall compensate COUNSEL for the actual work hours required to perform the services authorized. Payment for services billed on a Time Basis Method shall be made to COUNSEL each month for the immediately preceding month's services. COUNSEL shall provide an itemized invoice based on actual services rendered. COUNSEL shall be compensated based on the fee schedule attached hereto as Exhibit "B".

(c) Reimbursable expenses shall be paid in addition to the payment due under subsection (b) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to the AUTHORITY's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orlando.

(2) Reasonable expense for reproductions, postage and handling of material associated with the work effort.

(3) If authorized in writing in advance by the AUTHORITY, the reasonable cost of other expenditures made by COUNSEL in the interest of the services provided under this Agreement.

(d) The parties hereto do hereby acknowledge that the fees described in this Agreement are based on the proposed fees to be paid to COUNSEL, including any third party tax consultants hired by COUNSEL. COUNSEL has agreed to subcontract with KnoxSeaton as CO-COUNSEL. All fees outlined in Exhibit B are inclusive of CO-COUNSEL fees. The AUTHORITY shall have the right to approve assignments as fees paid to CO-COUNSEL and fees shall be based on tasks performed.

## **SECTION 5. GENERAL TERMS AND PAYMENT.**

(a) COUNSEL shall have a documented invoice procedure and shall invoice the AUTHORITY as designated by the AUTHORITY, by the 20th calendar day of each month for services performed during the preceding month, when being compensated on the "Time Basis Method," and within twenty (20) days of the closing of a bond transaction when being compensated on the "Fixed Fee Method." The AUTHORITY shall pay COUNSEL within thirty (30) days of receipt of such valid invoice.

(b) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

**SECTION 6. CO-COUNSEL SERVICES.** COUNSEL has agreed to separately engage the Co-Counsel services of KnoxSeaton on an issuance-by-issuance basis, as directed by and in the sole discretion of the AUTHORITY's Chief Financial Officer. In such event, COUNSEL agrees to exercise its best efforts, in good faith, to negotiate with CO-COUNSEL a fair allocation of work responsibility. The fees paid to CO-COUNSEL shall be the responsibility of COUNSEL directly; however, the final terms of such arrangement shall be subject to the approval of the AUTHORITY. The exact percentage paid to CO-COUNSEL on each transaction shall be at the sole discretion of COUNSEL based on the allocation of work responsibility and the quality of work product of CO-COUNSEL. At the request of COUNSEL, for convenience, the AUTHORITY may pay CO-COUNSEL directly out of Cost of Issuance at Closing the determined percentage of the Fixed Fee upon receipt of an invoice consistent with the terms and conditions of that separate arrangement between COUNSEL and CO-COUNSEL. COUNSEL shall incorporate into such separate arrangement with CO-COUNSEL the same terms and conditions as to which COUNSEL is subject hereunder.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of the AUTHORITY after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into its separate arrangement with CO-COUNSEL granting ownership to the AUTHORITY of such written instrument or document that may result from CO-COUNSEL's services.

**SECTION 8. TERM.** This Agreement shall become effective September 30, 2011, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at the AUTHORITY's option. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by COUNSEL are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

**SECTION 9. CONFLICT OF INTEREST.** COUNSEL hereby certifies that no officer, agent or employee of the AUTHORITY has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of COUNSEL, and that no such person shall have any such interest at any time during the term of this Agreement.

**SECTION 10. NO ASSIGNMENT.** The parties fully understand and agree that the professionalism and specialization involved in serving as Bond Counsel is of paramount importance and that this Agreement would not be entered into by the AUTHORITY except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of the AUTHORITY. The delegation by

COUNSEL of certain assignments or tasks under the scope of services to CO-COUNSEL shall not be deemed an assignment of this Agreement for purposes of this Section.

**SECTION 11. AMENDMENT.** No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the scope of services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

**SECTION 12. LOSS OF ESSENTIAL LICENSE.** The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give the AUTHORITY the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of the AUTHORITY whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

**SECTION 13. INDEPENDENT CONTRACTOR.** COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within the Request for Proposals or this Agreement be construed to create a joint venture, association, or partnership by or among the AUTHORITY and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of the AUTHORITY for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of the AUTHORITY nor bind the AUTHORITY in any manner.

**SECTION 14. INSOLVENCY.** If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that the AUTHORITY may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

**SECTION 15. INSURANCE.** COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence.

(b) Workers' Compensation Coverage as required by Florida law.

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

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial



rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

The AUTHORITY agrees that, if more than one entity is providing Bond Counsel services, each firm shall independently be liable to the AUTHORITY for any negligence or professional malpractice committed by the respective entity's employees and that no law firm shall have any cross-liability or responsibility for any negligence or professional malpractice committed by another acting separately or in a co-counsel relationship.

**SECTION 16. ALTERNATIVE DISPUTE RESOLUTION.** In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

**SECTION 17. WAIVER.** The failure of the AUTHORITY to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of the AUTHORITY's right to strictly enforce such terms and conditions thereafter.

**SECTION 18. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the AUTHORITY:

Mr. Joseph Passiatore, General Counsel  
Ms. Nita Crowder, Chief Financial Officer  
Orlando-Orange County Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

For COUNSEL:

Mr. Joseph B. Stanton  
Broad and Cassel  
390 North Orange Avenue, Suite 1400  
Orlando, Florida 32801-4961

**SECTION 19. TERMINATION.** The AUTHORITY may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

(a) immediately discontinue all services affected (unless the notice directs otherwise); and

(b) deliver to the AUTHORITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

**SECTION 20. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT.** COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 21. SEVERABILITY.** Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

**SECTION 22. ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

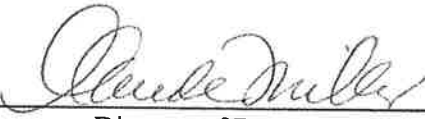
**SECTION 23. PUBLIC ENTITY CRIMES.** COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

**SECTION 24. RIGHTS AT LAW RETAINED.** The rights and remedies of the AUTHORITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 25. APPLICABLE LAW; VENUE.** This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

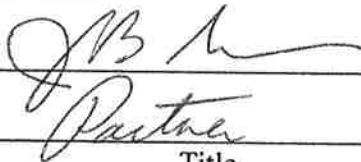
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on September 28, 2011.

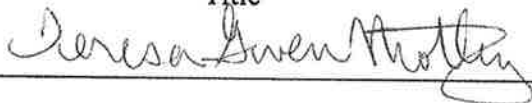
**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

By:   
Director of Procurement


Print Name: Claude Miller

**BROAD AND CASSEL**

By:   
Title

ATTEST:  (Seal)

Approved as to form and execution, only.

  
General Counsel for the AUTHORITY

## **EXHIBIT "A"**

### **SCOPE OF SERVICES BOND COUNSEL**

Services to be performed by Counsel include, but are not limited to, the following:

- A. Serve as a member of the Authority's financing team;
- B. Meet or consult with the Authority Board members, officers and staff, including the financing team and established committees, concerning all legal questions relating to the issuance of debt;
- C. Attend, upon request, meetings of the Authority Board and meetings of the Finance Committee;
- D. Prepare all indentures, resolutions and other instruments authorizing and securing bonds or other indebtedness of the Authority and required in connection with their issuance, and perform such tasks in cooperation with the financial advisors, underwriters and other legal counsel engaged by the Authority;
- E. Prepare and review of all documentation required for bond sales and closings, including but not limited to resolutions, certificates, opinions and notices of sale;
- F. Coordinate, attend and manage all aspects of the bond closings;
- G. Render appropriate opinions as to validity and enforceability of certain agreements of the Authority, the legality of the indebtedness being issued, the proceedings pursuant to which they are issued, and tax treatment of interest on the bonds, notes, certification of participation or other indebtedness for federal income tax purposes, which opinions are to be in written form, executed on behalf of the law firm and delivered at the time the bonds, notes, certification of participation or other indebtedness are to be authenticated and delivered;
- H. Upon request, prepare all documents required in connection with the validation of bonds by the Authority and, where applicable, on appeal, and, with the assistance of General Counsel, handle the associated legal proceedings;
- I. Participate, as part of the financing team, in discussions concerning the Preliminary Official Statement and Official Statement and any amendments thereto in connection with Authority financings;

- J. Review all disclosure documents, including official statements, prepared or authorized by the Authority insofar as such documents contain descriptions of the bonds, notes, certificates of participation or any other indebtedness, summaries of contracts or other documents relevant to the bonds, notes, certificates of participation or any other indebtedness; provided, however, Counsel shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and, provided further, that Counsel shall have no responsibility to the purchasers of the bonds, notes, certificates of participation or any other indebtedness for State or Federal securities law compliance in connection with the offering of the bonds, notes, certificates or participation or other indebtedness;
- K. Assist the Authority in complying with Federal and State regulatory agencies' laws and regulations, including but not limited to the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, and other SEC and MSRB rules and regulations;
- L. Assist in reviewing investment decisions in compliance with arbitrage regulations; ensuring the legality and suitability of defeasance and escrow structures and agreements; ensuring the legality and suitability of hedge instruments and other complex financial products proposed to the Authority;
- M. As requested, assist the Authority, as requested, with the credit rating process, including meetings with representatives of the major rating agencies which assign credit ratings to municipal bonds;
- N. Assist the Authority and its financial advisors, investors, credit analysts, insurers and bankers to effectively manage: formulation of financing plans; structuring financial solutions; drafting documents for public or private offering of debt; new money or refunding debt; compliance with Florida law, federal tax code, and SEC rules; fixed and variable debt (single mode or multi-modal); structure finance; investment processes; taxable and tax-exempt structures; and the response to financial proposals presented to the Authority from time to time;
- O. Inform the Authority of the impact of changes in Federal and State Laws regarding the issuance and management of the public debt;
- P. Legal services related to all matters, including legislative matters, effecting the administration and collection of revenues involved with, or available for, financial undertakings by the Authority; and

- Q. Provide general advice and consultation, from time to time, to the Authority and its financing team related public finance, including but not limited to fixed and variable rate debt structures, taxable and tax-exempt structures, and investment of debt proceeds.

The Authority separately selects other financing team members, including disclosure counsel and issuer's counsel. The Authority may adjust the responsibilities and assignments of the financing team members in order to best utilize, in the Authority's judgment, the expertise of its various financing team members.

End of Scope of Services

**EXHIBIT B  
FEE SCHEDULE**

<b>FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING*</b>		
<b>Par Value Range of Bonds Issued</b>		<b>Fee per \$1,000</b>
<b>\$0</b>	<b>\$25,000,000</b>	<b>\$1.60</b>
<b>\$25,000,001</b>	<b>\$50,000,000</b>	<b>\$0.60</b>
<b>\$50,000,001</b>	<b>\$100,000,000</b>	<b>\$0.45</b>
<b>\$100,000,001</b>	<b>\$200,000,000</b>	<b>\$0.20</b>
<b>Over \$200,000,001</b>		<b>\$0.20</b>

\*Maximum fee for a successful closing of bonded debt: \$150,000

For hourly work unrelated to a particular bond transaction, we would charge a blended hourly rate of \$250. We would not charge for paralegal or secretarial time.

In connection with a particular bond closing, we would charge for our actual out-of-pocket expenses associated with preparing closing binders and Federal express charges, which we would estimate at approximately \$500 per transaction, assuming most binders are prepared as CDs. We would not charge for travel or related expenses for attending meetings in Orlando. We would not anticipate charging for any expenses associated with our hourly work for the Authority.



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August 12, 2011

Claude Miller  
Director of Procurement  
Orlando-Orange County Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

**Re: Request for Proposal – Bond Counsel Services Contract No. 000816**

Dear Mr. Miller:

Broad and Cassel ("BC" or "the Firm") appreciates the opportunity to respond to your Request for Proposal ("RFP") for Bond Counsel Legal Services for the Orlando-Orange County Expressway Authority ("Authority"). Broad and Cassel is offers full-service legal representation for individuals, public entities and private enterprises—from start-ups to Fortune 500 companies. Founded in 1946, BC is structured as a General Partnership made up of Professional Associations organized and doing business under the laws of Florida. Our corporate office is located in Orlando, Florida with additional offices are in Tallahassee, Miami, Tampa, Boca Raton, West Palm Beach, Fort Lauderdale, and Destin to serve your legal needs.

The attorneys of Broad and Cassel's Public Finance and Capital Projects Practice Group have been involved in more than a thousand public finance transactions. The Firm and our public finance attorneys have been listed in the *Bond Buyer's Municipal Marketplace Directory* ("Red Book") for almost two decades, and our Public Finance and Capital Projects group currently includes over 20 attorneys throughout our eight offices in the state. Our public finance clients include expressway authorities, among them Orlando-Orange County Expressway Authority, transportation entities, local governments, state agencies, special districts, underwriters, private borrowers, trustees and lenders. Our attorneys have provided counsel and participated in many of the major deals that have shaped Florida over the last 30 years. **During the previous decade, no law firm has served as bond counsel on more Florida transportation toll authority bond issues than Broad and Cassel. Broad and Cassel is recognized as the preeminent law firm in the State working with toll authorities.** We have thoroughly reviewed the RFP and assert that we are well suited to perform the work required, as stated in the Scope of Services, for the Authority.

Notable experience:

- Bond Counsel to the Orlando-Orange County Expressway Authority since 2006 (undersigned proposer has been Co-Bond Counsel since 2003 and had prior experience



with the Authority since 1999) in which we have participated in all facets of the Authority's financings, including but not limited to statutory drafting, bond validations, master and supplemental bond resolution drafting, negotiations with financial institutions regarding credit facilities, negotiations with the Florida Department of Transportation, negotiations and review of agreements with local governments.

- In addition to the Orlando-Orange County Expressway Authority, we serve as Bond Counsel to the Tampa-Hillsborough Expressway Authority, Osceola County Expressway Authority, Florida Development Finance Corporation, Greater Orlando Aviation Authority, and Southwest Florida Expressway, among others. Through our representation of these clients, the Firm has delivered Bond Counsel opinions on over \$3.0 billion of toll authority and transportation debt.
- Have and continue to negotiate key agreements with the Florida Department of Transportation and the Division of Bond Finance on behalf of our toll agency clients, including the Authority and the Tampa-Hillsborough County Expressway Authority.
- Playing a key role in developing a P3 that resulted in building the Southern Connector Extension and Osceola Parkway (\$450 million).
- Served as counsel on both the Port of Miami Tunnel and I-75 private/public road projects by representing separate consortiums of entities bidding on each project.
- Served as counsel to Wells Fargo on financing for the North Carolina Turnpike Authority in excess of \$1 billion.
- Served as bond counsel to the Authority on, what was at the time, the largest public finance transaction in the state of Florida at \$1.072 billion.
- Served as bank counsel on the largest healthcare finance transaction in the state of Florida at \$1.038 billion.

Our lawyers know Florida's economy, its history, and its government, business and political leaders. Over the years, we have developed a keen understanding of how government works at the local, regional, state and federal levels. In many areas, we have been largely responsible for drafting and shaping the law. Our knowledge and expertise, combined with our focus on excellent client service, has made Broad and Cassel one of Florida's leading law firms.

We are committed to forming lasting relationships and will give the Authority the time and attention needed to meet and exceed your expectations. The team we have assembled to represent the Authority possesses a wealth of bond counsel experience, along with the ability to provide other potential legal and business services needed by the Authority.

Thank you again for the opportunity to submit our response to this RFP. Please feel free to contact us, if you need additional information or have questions regarding this proposal.

Respectfully submitted,  
Broad and Cassel

Joseph B. Stanton, P.A.  
Partner

## B. EXPERIENCE OF THE FIRM

A description of the Bond Counsel services, specifically relating to the governmental sector, which the firm is capable of providing, together with an explanation of how these services might best assist the Authority.

1. A representative list of the last five transactions for which your firm has served as Bond Counsel for clients of a similar size or nature as the Authority. Complete the following table for each issue providing the information identified below:

- a. Issue
- b. Security Source
- c. Issuer
- d. Issuance Date
- e. Size
- f. Purpose
- g. Role

2. Provide a list of the past 3 years of your firm's toll/transportation experience serving either as Bond Counsel or Disclosure Counsel. In lieu of the toll/transportation experience, experience with other revenue backed bonds of a similar structure will be acceptable. Please indicate the following for each transaction.

- a. Issue
- b. Issuer
- c. Issuance Date
- d. Size
- e. Purpose
- f. Role

3. A description of any disciplinary action, administrative proceedings or malpractice claim or other like proceeding against the firm or any of its lawyers that would serve on this engagement, whether current, pending or threatened.

### B.

Since 2009, no law firm has served as bond counsel on more Florida transportation/toll road bond issues than Broad and Cassel. Our unmatched experience advising expressway authorities and transportation agencies across the state can provide the Authority with a more global perspective of the industry. Because of our prior experience working the Orlando-Orange County Expressway Authority and other similar agencies as bond counsel, general counsel, trial counsel, eminent domain counsel and special counsel, we fully understand our role with the Authority, its board, staff and other affiliated departments. We are also knowledgeable regarding policies and procedures as they relate to bond counsel services from previous experience with our current clients in the transportation industry. This experience as detailed throughout this RFP ensures our team's ability to perform legal services for the Authority.

We have strategically grown our Public Finance and Capital Projects Practice Group and have placed value and quality over quantity in our provision of bond counsel services. This distinction allows us to devote a high degree of attention to our public finance clients. In addition, as an offshoot of our representation of highly successful business entities, Broad and

Cassel has been aggressive in streamlining our processes and procedures, thereby allowing us to provide extremely cost-effective counsel, which is critical in light of the economic climate.

We serve clients in various roles and on a variety of issues. Our attorneys have provided counsel and participated in many of the major deals that have shaped Florida. Set forth below is a brief description of specific services that we have provided to toll agency clients as well as a more general description of the services we have provided to our other governmental clients.

#### **Toll Agency Qualifications**

As indicated above, no firm has more experience with Florida's toll agencies than Broad and Cassel. In particular, no firm has more experience with the Authority, its enabling act and its bond documents than Broad and Cassel. Members of the Broad and Cassel team have played a major role in representing the Authority in the following areas:

**Bond Documents Preparation and Review:** Members of the BC team drafted the Master Bond Resolution of the Authority as well as all Supplemental Bond Resolutions currently in effect with respect to all outstanding bond issues of the Authority since it obtained the power to issue debt in 2003. BC is intimately familiar with the flow of funds, the additional bond requirements and the covenants of the Authority set forth in the Master Bond Resolution and frequently provides opinions and analysis to the Authority regarding the applicability and interpretation of the Master Bond Resolution, as supplemented, in various circumstances. BC is also familiar with and has prepared and/or reviewed all major documents associated with the Authority's debt offerings, including Bond Purchase Agreements, Trustee and Tender Agent Agreements, Escrow Deposit Agreements, Preliminary and Final Official Statements and Insurer and Bond Credit Facility Agreements.

**Tax Diligence and Analysis:** In addition to our general tax experience described below, BC is very familiar with the tax issues facing local toll agencies such as the Authority and has issued tax-exemption opinions on over \$3 billion of toll agency tax-exempt debt. We have performed extensive tax analysis on the Authority and its capital work program and have addressed several tax issues faced by agencies such as the Authority, including:

**Private Use issues:** We have analyzed the private use of the toll system of the Authority to determine whether certain private use of the system (i.e., lease of excess capacity on the fiber optic cable network) is permissible.

**Use of Proceeds:** We have passed on the use of bond proceeds to fund the Authority's work program, including extensive diligence of the Authority's five-year work program and the component parts of the same and the use of bond proceeds to fund interest expense on Bonds issued by the Authority for capital projects during the construction period.

**Arbitrage Yield and Rebate:** BC has consulted with the Authority regarding various arbitrage rebate and compliance issues including yield restrictions and exceptions from rebate for funds deposited into project accounts.

**Records Retention:** BC has advised the Authority with respect to records retention associated with the use and investment of bond proceeds

**Refundings:** BC has advised the authority with respect to various tax issues associated with refunding bond issues, including current refundings, compliance with requirements associated with the remaining weighted average maturities of refunding bonds and the use of the proceeds of refunded bonds.

**Legislative Drafting and Knowledge of Statutory Provisions:** No other law firm in the State has more experience than BC with respect to the Authority's enabling legislation. Members of the Broad and Cassel team drafted the primary provisions of the Authority's enabling act, Florida Statutes, Chapter 348, Part V, including the provisions with respect to the Authority's ability to issue bonds and legislative approvals of specific projects for bond financing by the Authority. Knowledge of the statutes, including particularly, Section 348.761, regarding the covenants of the State and Section 348.764, regarding the enforceability by bondholders of certain obligations of the Authority and the Department of Transportation, may become critical to the Authority during the upcoming legislative session. In addition, as a result of our extensive work with local toll agencies, BC has extensive knowledge of other statutory provisions that impact toll agencies, including the provisions of Florida Statutes, Chapter 348, Part I, regarding Public Private Partnerships (P3) solicitations and financial disclosures by board members.

**Negotiation, Review and Analysis of Contractual Relationships with the Florida Department of Transportation:** Local toll agencies such as the Authority are continually involved in negotiations and discussions with the Florida Department of Transportation and the Florida Turnpike Enterprise regarding operational issues, contractual obligations and joint participation in capital projects. The Authority currently has some significant issues in which it is engaged with both the Department and the Turnpike, including but not limited to the obligations of the Department under the Lease Purchase Agreement between the Department and the Authority and the proposed plan to finance, acquire, construct and equip the Wekiva Parkway Project. BC has more experience than any other firm in the State in working with the Department and the Turnpike on these issues. BC is intimately familiar with the provisions of the Lease-Purchase Agreement and the provisions of the Master Bond Resolutions and is best positioned to continue to assist the Authority on these critical issues. In addition, due to its long standing relationship with local toll agencies such as the Authority, BC has intentionally avoided representing certain state agencies, such as the Division of Bond Finance, the Florida Turnpike Enterprise and the Florida Department of Transportation on finance issues in order to avoid any conflict of interests in representing our local toll authority clients. In addition to our extensive work with the Authority, BC has represented the Tampa Hillsborough County Expressway on several integral contractual negotiations with the Department and the Division of Bond Finance related to THCEA's Lease Purchase Agreement with the Department and THCEA's participation in a key transportation project affecting the Tampa Bay region.

**Validations, Legal Analysis and Review:** BC has specific experience providing legal services in connection with bond validation proceedings for toll agency clients such as the Authority and the Tampa Hillsborough County Expressway Authority. Depending upon the final negotiations between the Authority, the Department and the Turnpike, it may be necessary to validate the issuance of any bonds or other indebtedness of the Authority with respect to portions of the Wekiva Parkway project located outside of the jurisdictional limits of Orange County, Florida.

**Ability to Respond to Emergency or Time Sensitive Issues:** Representation of major issuers such as the Authority requires an ability to analyze, react to and respond quickly to changes in the municipal marketplace and the State's legal environment as they occur. Such changes can have a material affect on the Authority and its finances. BC firm members have specifically demonstrated the ability to react to such situations for the Authority. Examples of such situations and the role that we have played are as follows:

**Economic Crisis/Insurer Downgrades:** As a result of the 2008 economic crisis and the resulting downgrades of the major bond insurers, BC was part of the finance team that was the first in the United States to successfully negotiate the restructuring of the bond insurance policy in a manner that addressed the concerns of the marketplace and preserved the ability of the Authority to retain the benefit of the insurance policy to the extent that the credit ratings of the insurers improved after the date of the restructuring.

**Remarketing Issues:** The Authority has periodically faced increased interest rate pressures with respect to its variable rate debt as a result of changes in the financial condition or ratings of certain of its credit facility providers. BC was part of the finance team that worked to address such issues through substitution of remarketing agents, substitutions of credit facilities and bond mode conversions to alleviate the interest rate pressure associated with such bonds.

#### **General Qualifications**

We have been involved in more than a thousand public finance transactions. Our clients include: expressway authorities/toll road operators

- airports and aviation authorities
- local governments
- state agencies
- lenders
- special districts
- underwriters
- private borrowers
- trustees

We've represented these clients throughout the state as, among other things: bond counsel

- underwriter's counsel
- disclosure counsel
- purchaser's counsel
- issuer's counsel
- letter of credit bank's counsel
- borrower's counsel
- trustee's counsel

We have experience in the creation of public-private partnerships (P3), including but not limited to:

- understanding all sides of P3 projects: advising the developer and lenders as well as governmental authorities
- extensive experience regarding the federal and state law issues relative to P3 transactions for road projects, including the development of P3 policies and procedures

We have experience with many different public finance structures, including but not limited to:

- general obligation debt
- revenue backed indebtedness
- special assessment debt
- variable rate debt (including lower floater debt and auction rate debt)
- revenue and tax anticipation debt
- commercial paper

We also have experience with various credit enhancement and synthetic financing techniques, including bond insurance, liquidity facilities, letters of credit, swaps and forward purchase agreements.

**Notable experience:**

- Currently serve, or have served, as bond counsel to Orlando-Orange County Expressway Authority, Tampa-Hillsborough County Expressway Authority, Southwest Florida Expressway Authority, Florida Development Finance Corporation and Greater Orlando Aviation Authority, among others. Through our representation of these clients, the Firm has delivered Bond Counsel opinions on over \$3 billion of toll authority and transportation debt, including what was at the time, the largest public finance transaction in the state of Florida at \$1.072 billion.
- Regularly represent toll agency clients before the Florida Department of Transportation, the Florida Turnpike Enterprise and local governments.
- Currently serve as general counsel to the Greater Orlando Aviation Authority since 2000
- Playing a key role in developing P3 that resulted in building the Southern Connector Extension and Osceola Parkway (\$450 million)
- Served as counsel on both the Port of Miami Tunnel and I-75 private/public road projects by representing separate consortiums of entities bidding on each project
- Served as counsel to Wells Fargo on financing for the North Carolina Turnpike Authority in excess of \$1 billion
- Served as bank counsel on the largest healthcare finance transaction in the state of Florida at \$1.038 billion.

We believe our clients are well satisfied with our experience and responsiveness in tax matters relating to compliance with the Internal Revenue Code Regulations and Rulings regarding arbitrage considerations in tax exempt financings. We answer clients' tax questions and deal regularly with the intricacies of compliance with the arbitrage rebate regulations, including those regulations allowing a safe harbor for avoiding rebate. We take pride in our federal tax expertise, and believe that we are at the forefront of federal tax issues applicable to municipal bonds. As an example, in 2010 we were among the first Florida law firms to issue a bond counsel opinion on a Recovery Zone Facility Bond issued under the American Recovery and Reinvestment Act.

In our role as Bond Counsel we perform our own tax work. Each member of the proposed Authority team is capable in this respect and tax issues are customarily reviewed by the entire team of attorneys working on that file. At times, we have found it necessary to request rulings from the Internal Revenue Service with respect to specific tax issues. Our experience in requesting and obtaining such rulings has proved invaluable to our clients.

The Firm has represented its respective government clients in connection with a wide variety of tax issues, including analyses of private activity regulations for mixed use projects (i.e., projects involving governmental and private uses); regulations related to qualified hedge agreements, which permit issuers to use the synthetic fixed rate on bond transactions supported by a swap or other derivative product to determine the yield on bonds for the purposes of arbitrage and rebate analyses on such bonds; tax issues related to bond insurance and liquidity facilities; reimbursement regulations; TEFRA public meetings requirements; refunding bond issues; change in use regulations, transferred proceeds issues, and issues related to use of proceeds for construction.

In addition to the Firm's public finance attorneys, Broad and Cassel also has a tax consulting arrangement with Edwards Angel Palmer & Dodge, LLP ("EAPD"), a nationally recognized Internal Revenue Code Section 103 tax law firm to provide tax consulting services to Broad and Cassel, as necessary. EAPD has previously served as tax counsel to the Authority and has worked with the Authority on several tax matters. Information regarding our consultant and his relevant experience is available to the Authority upon request and we have included in the attachments in B.1 and B.2 below their relevant transaction experience for your reference (see\*). **The costs and expense of consulting with such firm will be borne entirely by Broad and Cassel**

#### **B.1. / B.2.**

Please refer to the **Additional Attachments** section beginning on page 30 of this document for a representative list of the last five transactions for which BC has served as Bond Counsel for clients of a similar size or nature as the Authority and a list of the past 3 years of our firm's toll/transportation experience serving either as Bond Counsel or Disclosure Counsel.

#### **B.3.**

BC has not had any litigation or administrative proceedings or malpractice claim or other like proceeding against the firm or any of its lawyers that would serve on this engagement, current, pending or threatened.

## C. EXPERIENCE OF ATTORNEYS ASSIGNED

1. Select the key personnel with your firm who will be responsible for this engagement. At a minimum, provide the following information for such key personnel and for each member of the professional staff proposed to be assigned to this engagement.

- a. A brief resume of the professional experience and qualifications of the individual.
- b. An outline of the proposed function of the individual in the proposed engagement.
- c. A description of the accessibility and availability of the individual during the course of the engagement.
- d. The office location to which the individual is assigned.

2. A list of at least three (3) references for toll/transportation, or other revenue backed bonds of a similar structure; the Authority may contact in order to assist in the evaluation of assigned attorneys' past experience as a Bond Counsel. For each reference listed the information provided shall include the following:

- a. Name and mailing address of the entity.
- b. Name and telephone number of your contact person within said entity.

**C.1.a.** If the Authority would like additional information regarding our attorneys such as education, memberships and affiliations, BC will provide it upon request.

### Attorney Resumes



**Joseph Stanton,**

**Partner, Lead Attorney OOCEA Bond Counsel Services  
Orlando Office**

Mr. Joseph B. Stanton is a Partner in the Orlando office of Broad and Cassel. He is co-chair of the Firm's Public Finance and Capital Projects Practice Group and a member of the Banking and Institutional Lending Practice Group.

- Mr. Stanton has practiced in the area of public finance for more than 12 years and has served as bond counsel, underwriter's counsel, disclosure counsel, bank counsel, company counsel and trustee's counsel on various state and local government financings throughout his career.



- Mr. Stanton has served as Bond Counsel to the Orlando-Orange County Expressway Authority in connection with the issuance of over \$3 billion of Bonds for the Authority.
- He served as Bond Counsel on, what was at the time, the largest public finance transaction in the state of Florida for the Authority (\$1.072 billion), and as bank counsel on the largest healthcare finance transaction in the state of Florida (\$1.0 billion).
- He serves, or has served, as Bond Counsel to Orlando-Orange County Expressway Authority, Florida Development Finance Corporation and the Greater Orlando Aviation Authority. He has also served as Company Counsel to one of the largest waste disposal companies in the United States.
- Mr. Stanton also represents various banking clients on municipal finance related matters, such as government loans, letters of credit and bond trustee related matters.
- He also has prior experience serving counsel to the bondholders in several default/workout matters related to defaulted bond transactions.
- Mr. Stanton is an AV-Rated attorney by Martindale-Hubbell, achieving the rating agency's highest marks for both competency and ethics. He is also listed in The Bond Buyer's Municipal Marketplace, a Red Book Directory, and achieved the highest ranking possible for Banking and Finance attorneys in Chambers USA: A Guide to America's Leading Business Lawyers.
- A frequent public finance lecturer, he served on the faculty of the Fundamentals Seminar of the National Association of Bond Lawyers.

Mr. Stanton currently serves as a board member on the Real Estate Committee for the University of Central Florida and is the President of the Diocesan School Board for the Catholic Diocese of Orlando, Florida.

**Honors and Awards**

- Chambers USA: A Guide to America's Leading Business Lawyers - Banking and Finance, 2007, 2008, 2009, 2010 and 2011
- Listed in the Bond Buyer's Municipal Marketplace, a Red Book Directory
- An AV® rated attorney by Martindale-Hubbell

**Significant Cases**

- Served as Bond Counsel on, what was at the time, the largest public finance transaction in the state of Florida (\$1.1 billion).
- Served as bank counsel on the largest healthcare finance transaction in the state of Florida (\$1.0 billion).

**Jo Thacker****Partner, Team Attorney  
Orlando Office**

Ms. Jo Thacker is a Partner in the Orlando office of Broad and Cassel. She is a member of the Firm's Government Relations, Real Estate and Corporate and Securities Practice Groups.

- Ms. Thacker has a strong background across the state of Florida. Before joining Broad and Cassel, she served as the Osceola County Attorney for 13 years, after working in a private practice in Kissimmee following graduation from law school.
- Through her experience as County Attorney, Ms. Thacker gained strong and lasting relationships with county governments across the state and remains connected around Central Florida and throughout the state. She continues to work closely within Osceola County and has previously served in leadership roles in the Kissimmee/Osceola County Chamber of Commerce and the Florida Association of Counties.
- Ms. Thacker focuses her practice in the areas of government relations, real estate, banking, taxation and environmental and land use matters.
- A graduate of the University of Florida Levin College of Law, Ms. Thacker currently serves as a Trustee on the LCA Board of Trustees for the college.
- She was honored among Florida's Legal Elite by Florida Trend Magazine as a "Top Government Attorney" in 2007 and 2010 and previously received both the Presidents and Ethics Award from the Florida Association County Attorneys.

Ms. Thacker is very active in the community and works closely with the Silver Spurs Rodeo, along with several other organizations. She recently chaired the Boy Scouts Osceola Golden Eagle event and was the 2010 recipient of the BSOG Eagle Award.

**Honors and Awards**

Osceola County Golden Eagle Dinner Chairman

Osceola County Golden Eagle Honoree

Florida Trend's Legal Elite, Top Government Attorneys

Florida Association County Attorneys, Presidents Award and Ethics Award



**Douglas Starcher**  
**Partner, Team Attorney**  
**Orlando Office**

Mr. Douglas E. Starcher is a Partner in the Orlando office of Broad and Cassel. He is co-chair of the Firm's Public Finance and Capital Projects Practice Group and a member of the Firm's Corporate and Securities, Computer and Technology, and Intellectual Property Practice Groups.

- Mr. Starcher has extensive experience in successfully managing mergers and acquisitions, and counsels clients with regard to daily legal needs, especially in the area of technology licensing and development.
- He represents the Greater Orlando Aviation Authority and assists with contract preparation and review, procurement issues, bond work, and other matters.
- He has represented borrowers, issuers and underwriters in the area of municipal finance, including, in particular, tax exempt bond financing. He is listed in The Bond Buyer's Municipal Marketplace, a Red Book Directory.
- He also has worked for numerous clients involved with private placement financing and general capitalization work.
- As part of his corporate practice, Mr. Starcher represents numerous not-for-profit and ministry organizations.
- Mr. Starcher was designated a 2004, 2009, 2010 and 2011 "Florida Legal Elite" in Florida Trend magazine by his peers, an honor awarded to less than 2 percent of the Florida Bar.
- He was named "Best of the Bar" by the Orlando Business Journal in November, 2004. Mr. Starcher was among the top five percent of vote getters, only 36 attorneys, from more than 600 nominations from throughout the Central Florida area.
- Mr. Starcher is an AV-rated attorney by Martindale-Hubbell, achieving the rating agency's highest marks for both competency and ethics.
- He has been recognized for his legal expertise in Securities Law by Woodward and White's top legal guide "The Best Lawyers in America" in 2010 and 2011 and was also named to Orlando Magazine's "Orlando's Best Lawyers" in 2010.

Mr. Starcher has lectured at the annual Graham & Cottrill Nonprofit Conference. In addition, he has served on the Board of Directors of The Downtown Athletic Club of Orlando and The Master's Academy of Central Florida, Inc.

#### **Honors and Awards**

- Recognized in "The Best Lawyers in America®" for Securities Law, 2010 and 2011
- "Best Lawyers" by Orlando Magazine, 2010
- Chambers USA: A Guide to America's Leading Business Lawyers - Corporate/M&A & Private Equity, 2010 and 2011
- "Florida Legal Elite," 2004, 2009, 2010 and 2011
- Listed in The Bond Buyer's Municipal Marketplace, a Red Book Directory
- Named "Best of Bar" by the Orlando Business Journal
- Achieved AV® Peer Review Rating with Martindale-Hubbell

#### **Publications**

The Florida Bar Association's "Florida Corporate Practice," Sixth Edition, 2011 (Contributing Author)

"Should You Franchise Your Business," Orlando Business Journal, Business Survival Guide, 1996

"Writing an Employee Handbook," Orlando Business Journal, Business Survival Guide, 1994

"Florida Bar CLE Manual," Second Edition, 1989



**Wayne Rich**  
**Of Counsel, Team Attorney**  
**Orlando Office**

Mr. A. Wayne Rich is Of Counsel in the Orlando office of Broad and Cassel. He is a member of the Firm's Real Estate, Eminent Domain, and Public Finance and Capital Projects Practice Groups.

- Mr. Rich focuses his practice in the areas of real estate and transportation, with emphasis on acquisition, disposition, development and land use matters. He has worked on significant Central Florida transportation projects, and is actively engaged in the acquisition of environmentally sensitive land for the Wekiva Parkway Project. He serves as a consultant and advisor to a number of major landowners in the development community, and has been involved with the acquisition and disposition of numerous apartment projects in Central Florida.
- Immediately prior to joining Broad and Cassel, Mr. Rich served as City Attorney for the City of Orlando following his appointment as Chair of Orlando Mayor Buddy Dyer's Transition Team, which led to a significant reorganization of the Orlando City government. Mr. Rich has served as Special Counsel to the Mayor.
- Mr. Rich served as Chair of the Orange County Housing Finance Authority, an agency that provides tax-exempt financing for single family and multi-family affordable housing. Under his guidance the Authority provided financing for 800 multi-family units and \$40 million for single family mortgages.
- Mr. Rich was appointed by Governor Lawton Chiles to serve as Chairman of the Orlando-Orange County Expressway Authority. He served as Chairman for seven of the nine years that he served as a Board Member. In this role, he was responsible for overseeing expansion of the system, implementation of electronic tolling and the start of the western expressway, a \$400 million project. He also supervised the successful refinancing of all outstanding debt, the issuance of new project financing, and the structuring of escrows to help make the Authority more efficient, in addition to creating significant savings.
- In 1997, Mr. Rich co-founded the Transportation and Expressway Authority Membership of Florida (TEAMFL), an organization consisting of all the toll agencies in Florida, intended to help in the exchange of information about the toll industry in the State. The group consists of more than 125 statewide members. He served as chairman for five years, and currently serves as chairman emeritus.

- Mr. Rich has been a private developer in Central Florida, and was cofounder and president of a real estate development firm specializing in single family and multi-family projects.
- For more than a decade, Mr. Rich has held an AV-rating by the Martindale-Hubbell publication in Real Estate, a designation achieved by only five percent of attorneys.

An active member of the American Heart Association, Mr. Rich currently serves the organization as a Board Member. Mr. Rich chaired the local, volunteer executive committee the Leadership Circle, which is now the Central Florida Board of Directors. Mr. Rich, with his wife, Gwen, also served twice as co-chairs of one of the region's largest grossing nonprofit events, the Heart Ball.

**Honors and Awards**

- Recognized in "The Best Lawyers in America®" for Land Use and Zoning Law, 2011
- Achieved AV® Peer Review Rating with Martindale-Hubbell



**Brian Watson**  
**Associate, Team Attorney**  
**Orlando Office**

Mr. Brian A. Watson is an Associate in the Orlando office of Broad and Cassel. He is a member of the Firm's Banking and Institutional Lending, Corporate and Securities, and Public Finance and Capital Projects Practice Groups.

- Mr. Watson has experience representing lenders and investors in connection with the sale and workouts of community development district bonds.
- He also has experience representing banks, underwriters, issuers and borrowers in the area of municipal finance, including tax-exempt bond finance transactions.
- In the past year, Mr. Watson has worked on over \$1 billion in such tax-exempt bond finance transactions.
- He has also assisted with interest rate swap transactions, and the unwinding of such transactions, in connection with the Firm's roles as bond and issuer's counsel.
- Mr. Watson has assisted with bond and issuer's counsel responsibilities for municipalities and other governmental authorities in the state of Florida including the Cities of Miami, Vero Beach, and Cocoa.
- He has also helped with bond and issuer's counsel work for various governmental authorities, including but not limited to the Florida Development Finance Corporation, Orlando-Orange County Expressway Authority, Greater Orlando Aviation Authority (GOAA), and several industrial development authorities across the state.
- Mr. Watson has experience completing disclosure due diligence and preparing securities disclosure documents for several industrial development and utility authorities in Florida.
- His corporate practice includes formation of corporations, limited liability companies and partnerships, operating matters, private offerings and dissolutions and mergers and acquisitions.
- Mr. Watson was awarded the William Blews service award for outstanding service to the community at Stetson University. He has volunteered many hours to the Warrick Dunn foundation and is an active volunteer in the Give Kids the World foundation.



**Holly Collins**

**Associate, Team Attorney  
Orlando Office**

Ms. Holly L. Collins is an Associate in the Orlando office of Broad and Cassel. She is a member of the Firm's Corporate and Securities, Intellectual Property, and Public Finance and Capital Projects Practice Groups.

- Ms. Collins' areas of expertise include public finance, corporate law and intellectual property law.
- She represents the Greater Orlando Aviation Authority and assists with contract preparation and review, procurement issues, financing transactions, and other matters.
- Ms. Collins has represented issuers and underwriters in the area of municipal finance, including numerous tax-exempt bond finance transactions.
- She regularly assists clients with intellectual property matters, including prosecution of trademark and copyright applications.
- She has handled various trademark matters for clients such as the University of Central Florida Foundation, including preparation of post-registration filings with the United States Patent and Trademark Office. She also counsels clients with respect to trademark infringement matters.
- Ms. Collins has been involved in numerous private placement transactions, including a multi-state offering of limited liability company interests.
- Ms. Collins assists many small to mid-sized businesses, counseling them on day-to-day matters and assisting with acquisitions and divestitures. She has also drafted numerous license agreements.
- She represents clients such as Correct Craft, Inc., the CED Companies, and ZOM, Inc.

Ms. Collins is involved in various community and professional organizations. As part of that commitment, she has made a presentation to the Rollins College Philanthropy and Nonprofit Leadership Center on "Legal and Ethical Responsibilities of Nonprofit Boards."



**C.1.b.****An outline of the proposed function of the individual in the proposed engagement.**

Overseeing and coordinating the bond counsel legal services team will be Joseph Stanton, partner in BC's Orlando office. Mr. Stanton has been actively engaged in the function of bond counsel for the Authority since the Authority created the position in 2002. He will continue to be primarily responsible for the Authority's work and will ensure the seamless representation from the BC legal team. Mr. Stanton will have a support team of highly skilled attorneys who possess extensive experience representing governmental agencies (previously outlined in this section) and can call on the expertise from the extended support of the 160 attorneys and 250 support staff of Broad and Cassel. The assignment of attorneys to the Authority will be based upon the particular circumstances of each assignment by the Authority, after consultation with the Authority regarding the proposed attorneys to be assigned. Mr. Stanton is prepared to be the lead attorney and oversee the fulfillment of the Scope of Services set forth in Exhibit B of this RFP and any other requirements upon request. This team approach will ensure 24/7 accessibility and availability.

**C.1.c.****A description of the accessibility and availability of the individual during the course of the engagement.**

All attorneys on the team are located in the firm's Orlando office, are employed for service to the Authority on a full time basis and have 100% availability to complete all legal services required.

Our attorneys are accessible through the use of advanced technology such as cell phones, PDAs, and email. Our attorneys have remote access to our corporate network which allows for fast and efficient communication. BC also has a secured extranet, or client password protected web site, that allows BC attorneys to post documents that they would like to share and collaborate with clients. BC's in-house technology staff would be happy to set up such a web site for the Authority. This extranet would allow designated Authority staff and board members the ability to view Authority documents in real-time, as well as, to access "NetBinders" containing specific information and documents. This technology will serve to increase efficiencies and cost effectiveness, as well accessibility of information.

If a team attorney is going to be unavailable for an extended period of time, BC's policy is to have the attorney notify their clients in advance and to provide contact information for support personnel during their absence. In addition, they assign support staff to monitor their email and voice mail to ensure client matters are handled without delay. When necessary, they will have another attorney on the team contact the client as the situation requires.

**C.1.d.**

The office location to which the individual is assigned.

Name	Position	Office Location
Joseph Stanton	Partner, Co-Chair Public Finance and Capital Projects Practice Group	Orlando
Jo Thacker	Partner	Orlando
Douglas Starcher	Partner, Co-Chair Public Finance and Capital Projects Practice Group	Orlando
Wayne Rich	Of Counsel	Orlando
Brian Watson	Associate	Orlando
Holly Collins	Associate	Orlando

**C.2****References**

Entity	Entity Mailing Address	Entity Contact Person	Contact Person Telephone Number
<b>Greater Orlando Aviation Authority</b>	One Airport Blvd. Orlando, FL 32872 pbrown@goaa.org	Phillip Brown Executive Director	407-825-7445
<b>Tampa Hillsborough County Expressway Authority</b>	1104 E Twiggs St # 300 Tampa, FL 33602 joe@tampa-xway.com	Joe Waggoner Executive Director	813-272-2304
<b>Osceola County Expressway Authority</b>	c/o Osceola County Growth Management Division 1 Courthouse Square, Suite 1400 Kissimmee, FL 34741	Jeffrey Jones, AICP Interim Executive Director	407 742-2395

## D. APPROACH TO ASSIGNMENT

Briefly describe your firm's approach to servicing the Authority as a client to ensure that high quality services are provided in an effective and efficient manner. Include assigned attorneys' availability for work group sessions, scheduled meetings and impromptu discussions. This section should include approach to co-bond counsel and the percentage of fees anticipated to be attributed to M/WBE utilization. The Authority has established a 15% objective for M/WBE participation. Documentation shall be submitted to verify the status of the M/WBE firm as a minority or women-owned business enterprise.

**Approach to Assignment and Availability:** Lead attorney, Joseph Stanton, has represented the Authority as bond counsel since 2002 and will be responsible for the Authority's work. He will ensure the Authority receives seamless representation from the team of attorneys presented in this RFP, along with the team's paralegals and clerical staff. Mr. Stanton will have the support of attorneys Jo Thacker, Douglas Starcher, Wayne Rich, Brian Watson and Holly Collins, who are all available for work group sessions, scheduled meetings, impromptu discussions as well as the work described in the Scope of Services set forth in Exhibit B of this RFP. Mr. Stanton is prepared to lead and oversee the fulfillment of the legal services described in the RFP and will make the specific work assignments based on the particular expertise needed. This team approach allows the Firm to provide the depth of expertise our clients have come to expect in a time-efficient manner, while keeping costs to a minimum.

If selected, BC's approach to this assignment will be consistent with the approach that the firm historically has taken with the Authority. Some of the aspects of BC's approach to this assignment include the following:

**Team Approach:** BC recognizes the importance to (and the success experienced by) the Authority through a team approach to its finance transaction assignments. BC agrees with and, when asked for advice, has encouraged such an approach in connection with prior financings of the Authority. The firm has been a part of the Authority's finance team in connection with the successful closing of all of its financings since 2003 and enjoys a good working relationship with each of the Authority's other team members. If selected, we will continue to work as a member of the team under the leadership of Authority staff.

**Communication and Updates:** BC has and will continue to maintain a high level of communication with the Authority and its staff with respect to work assignments that it receives from the Authority. As we have historically demonstrated, members of the BC team are available on an as needed basis to the Authority staff to discuss, provide updates on and advance work assignments from the Authority. We have and will continue to provide in person updates and/or electronic updates as requested by the Authority and periodically as BC deems appropriate based on the circumstances.

**Availability for Meetings:** Consistent with its historical approach to services, BC has always made itself available to the Authority for all regularly scheduled board and committee meetings, work group sessions and any scheduled meetings associated with assigned work

projects. BC values its relationship with the Authority and has previously given and will continue to give priority to the Authority with respect to any impromptu conferences or meetings requested by the Authority.

**Documentation of Assignments:** BC recognizes the importance of the assignments that it receives from the Authority and has previously and will continue to provide proper documentation to the Authority in the form of opinion letters, memoranda and email, as appropriate to document our legal analysis, suggested actions and/or recommendations to the Authority.

**Access to Firm Expertise:** Attorneys from the firm's Orlando office have been chosen for the Authority's legal services team; however, the team has access to the expertise of all Broad and Cassel attorneys statewide to accomplish the Authority's goals. The Firm is a statewide, full service law firm with more than 160 attorneys admitted to practice law and in good standing with The Florida Bar, and more than 250 staff in eight offices throughout Florida including Orlando, Tallahassee, Miami, Tampa, Boca Raton, West Palm Beach, Fort Lauderdale, and Destin, available to meet the needs of the Authority. The firm is a leading firm in the State regarding transportation and toll authorities and has extensive experience with all aspects of local toll authority operations, authority governance, right of way and intergovernmental agreements and relationships. BC's team will access the firm's experience to advance the interests of the Authority.

**M/WBE Utilization:** Historically, Broad and Cassel has worked with and mentored small business and minority firms in conjunction with their government representations, including its assignment as Bond Counsel to the Authority. We have co-counseled with such firms on major trial representations, request for proposal submissions and bid protests. We have worked closely with them on government matters of all complexities, and notably, we have mentored such firms and assisted them in transitioning from general practice firms to firms possessing expertise in government matters. Some of the firms have since become "primes" as opposed to "sub consultants" on major representations.

Broad and Cassel is pleased to work with any M/WBE chosen by the Authority to serve as Co-Bond Counsel, as has been our practice during our previous representation of the Authority. The Firm has historically provided the maximum percentage fees permitted under its contract with the Authority for the services of its M/WBE co-bond counsel. Broad and Cassel commits to the distribution of a **minimum of 15%** or such other amount as shall be deemed appropriate by the Authority and the utilization of the M/WBE co-bond counsel assigned by the Authority to Broad and Cassel. Per the Authority's clarification question, Q004, on Addendum No. 1, firms must either co-propose with a qualified M/WBE or express willingness to work with a separate M/WBE identified/chosen by the Authority to be considered responsive. Therefore, we have chosen to express our willingness to work with the M/WBE to be identified/chosen by the Authority.

## **E. REQUIRED ATTACHMENTS**

Submit with the Technical Proposal the completed Conflict/Non-Conflict of Interest Statement and Litigation Statement form, the completed Drug-Free Workforce form, and completed Code of Ethics form.

**Please find the required attachments immediately following this page.**

**Conflict/Non-Conflict of Interest Statement and Litigation Statement**

**Drug-Free Workforce Form**

**Code of Ethics Form**

**Acknowledgement of Addenda Form**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**  
**CONFLICT/NONCONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

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

**OR**

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

**LITIGATION SUMMARY**

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

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

**CHECK ONE**

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

**OR**

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

Broad and Cassel

COMPANY/NAME

AUTHORIZED SIGNATURE

Joseph Stanton

NAME (PRINT OR TYPE)

Partner

TITLE

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

PSR-16

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
DRUG-FREE WORKPLACE FORM**

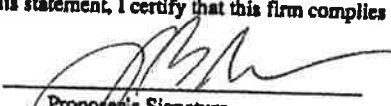
The undersigned, in accordance with Florida Statute 287.087 hereby certifies that  
**Broad and Cassel**

\_\_\_\_\_  
Name of Business

does:

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

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

  
\_\_\_\_\_  
Proposer's Signature

August 12, 2011

\_\_\_\_\_  
Date

PSR-17

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
BOND COUNSEL SERVICES  
CONTRACT NO. 000816**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND  
CODE OF ETHICS**

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

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

**Broad and Cassel**

Company Name

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

Title: **Partner**

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

PSR-14



Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000816

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 19<sup>th</sup> day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Broad & Cassel, hereinafter called "Counsel"

WITNESSETH

WHEREAS, the Authority and Counsel entered into a Contract Agreement (the "Original Agreement") dated September 30, 2011, whereby the Authority retained Counsel to provide bond counsel services; and

WHEREAS, pursuant to Article 8 of the Original Agreement, Authority and Counsel wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Counsel agree to a first renewal of said Original Agreement beginning the 30<sup>th</sup> day of September, 2014, and ending the 29<sup>th</sup> day of September, 2015, for the amount remaining in the Contract as of the close of business on September 29, 2014.

Counsel states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending September 29, 2014, Counsel shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending September 29, 2014.

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

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

BROAD & CASSEL

BY: [Signature]  
Authorized Signature

Title: Partner

ATTEST: Teresa Gwen Motley  
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]  
Director of Procurement



TERESA GWEN MOTLEY  
MY COMMISSION # EE 181169  
EXPIRES: May 5, 2016  
Bonded Thru Budget Notary Services

25 AUG '14 AM 9:03

RECEIVED  
CONTRACTS DEPT

[Signature] 8/26/14  
SIGNATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bond Counsel Services

Contract No: 000816

This Supplemental Agreement No. 1 entered into this 21<sup>st</sup> day of September, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), and BROAD & CASSEL, ("Counsel"), the same being supplementary to the Contract between the aforesaid, dated September 30, 2011, for bond counsel services, (the Contract").

1. The Authority desires to extend the term of the Contract from September 29, 2015, to October 31, 2015.
2. Counsel hereby agrees to the extension with no increase in the Contract amount.
3. The Authority and Counsel agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Counsel's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
4. This Supplemental Agreement No. 1 is necessary to extend the term of the Contract.

**SUPPLEMENTAL AGREEMENT NO. 1**

Contract Name: Bond Counsel Services

Contract No.: 000816

Cost of additional services: \$0.00

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

**BROAD & CASSEL**

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

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

Witness: \_\_\_\_\_

Date: \_\_\_\_\_


## **CONSENT AGENDA ITEM**

**#15**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel   
Sidney Calloway, Esquire

DATE: September 22, 2015

RE: *Central Florida Expressway Authority v. Michael Tyszko, et al.*  
Case No. 2014-003641-O, Project: 429-203, **Parcel 228**  
Owner: Michael Tyszko  
Address: 3001 West Kelly Park Road, Apopka, Florida

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### INTRODUCTION

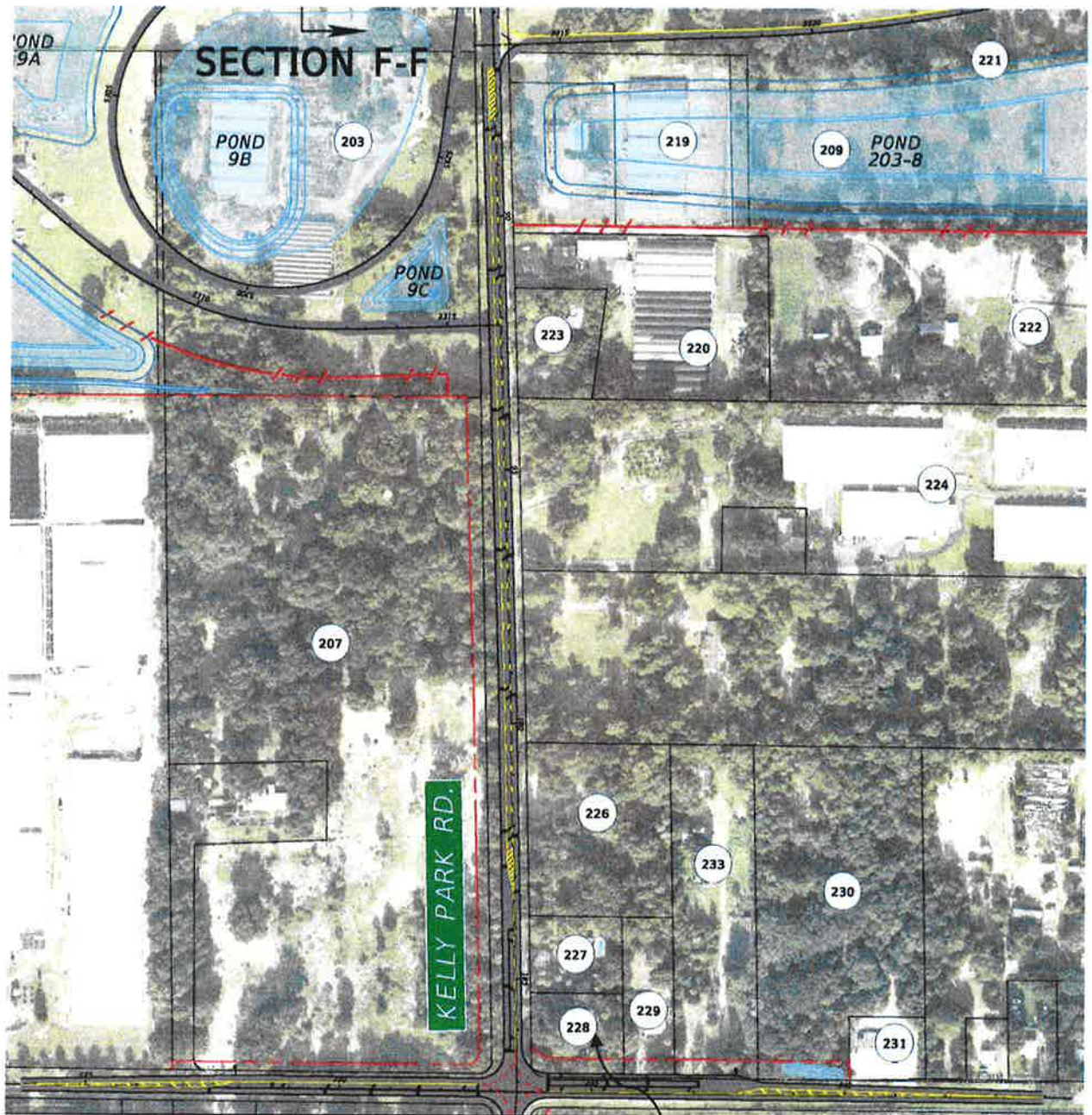
This case is set for trial on the November 23, 2015 docket in front of Judge Kest. The case was mediated on September 16, 2015, but impassed after a full day of negotiations between the parties.

We would like to serve an offer of judgment. Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment (Offer) in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. The Offer would have no applicability if it is less than the judgment obtained.

### APPRAISED VALUE OF PARCEL 229

Parcel 228 is a partial taking of 0.1546 acres (6,735 sq. ft.) of property zoned A-1 (Citrus Rural District) along the northeast corner of Plymouth Sorrento Road and West Kelly Park Road in Apopka as shown in the map below. Mr. Carpenter appraised Parcel 228 with a highest and best use in the short-term for continued residential use, with a “reasonably probable use to hold until demand for future neighborhood commercial development permits.” Applying the comparable sales approach, Mr. Carpenter estimated the land value to be **\$3.50/sq. ft. or \$23,575**, plus \$7,665 for trees and sod, totaling **\$31,240.**



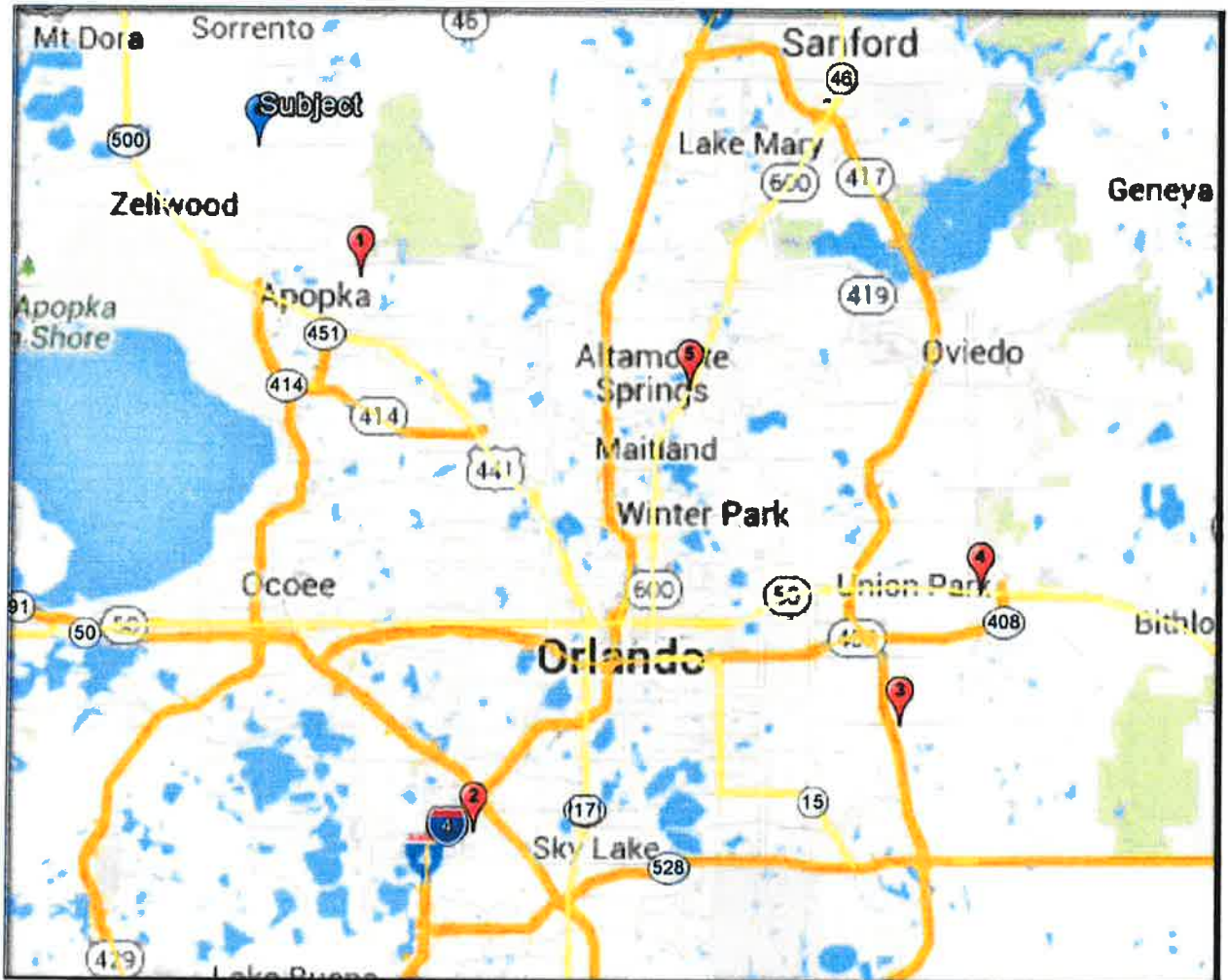


**Subject Property**

### **OWNER'S APPRAISAL REPORT**

The owner's real estate appraiser, Martin Engelmann, Jr., MAI, valued Parcel 228 at \$14.50/sq. ft., or **\$97,700** for the land taken. His valuation conclusion is based upon using land sales transactions that occurred at fully completed highway interchanges, as shown in the map below, which he asserts are "comparable" to the subject parcels. In addition, Mr. Engelmann

added \$108,000 in severance damages due to the reduction in size from 0.6806 acres to 0.526 acres, for a total estimated value of \$206,000.



### REQUEST

We request that the Board approve the Right-of-Way Committee's recommendation to serve an offer of judgment as to Parcel 228 in the amount of \$81,240, respectively.



**CONSENT AGENDA ITEM**


**#16**



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

**MEMORANDUM**

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

**FROM: James Edward Check, III, Right of Way Counsel**  
**Winderweedle, Haines, Ward & Woodman, P.A.** 

**DATE: September 21, 2015**

**RE: S.R. 429 Wekiva Parkway, Project 429-202: Parcels 275 & 279 –**  
**Approval for Statutory Business Damage Counter-Offer**

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Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a business damage counter-offer to be made pursuant to Florida Statute Section 73.015(2)(d), to the Holder & Strite Corporation ("Holder & Strite"). Holder & Strite is a company doing business on 429-202, Parcels 275 and 279.

**DESCRIPTION and BACKGROUND:**

This case involves the taking of approximately 28 acres of property used in the hay farming and cattle raising business conducted by Holder & Strite for more than five (5) years prior to the condemnation action. Specifically, CFX has acquired 17.888 acres through the middle of Parcel 275, which originally contained 52.737 acres, leaving in a bisected western remainder of 7.691 acres and eastern remainder of 27.230 acres. This parcel is owned by Thomas J. Holder, Sr. as Trustee of the Sally R. Holder Credit Shelter Trust and the Thomas J. Holder, Sr. Family Trust. Additionally, CFX acquired 10.311 acres from Parcel 279, which originally contained 14.14 acres, leaving a 3.829 acre remainder. This property is owned by Adelpha Howell. Parcels 275 and 279 are adjoining properties and Holder & Strite conducts its farming activities over both properties, so these cases have been consolidated for trial.

CFX retained the services of Richard MacMillan to appraise the real estate claims for both parcels. Mr. MacMillan estimated the value of the taking for Parcel 275 to be \$1,163,600.00 and for Parcel 279 to be \$344,500.00, for a total value of \$1,508,100.00 for the real estate claims. The landowners have not yet submitted an appraisal report for their real estate claims, and are not required to submit these reports under the Case Management Order until November 18, 2015. As these appraised amounts are for the real estate only, they do not include business damages. This information is being provided to the Board for background purposes only.

The issue before the Board today is whether to make a business damage counter-offer to Holder & Strite. The amount paid for business damages would be in addition to the amounts

sought for the real estate claims outlined above. Pursuant to Florida Statute Section 73.015(2), Holder & Strite served CFX with a business damage claim of \$553,795.00 (apportioned as \$390,914.00 for Parcel 275 and \$162,881.00 for Parcel 279). The statute authorizes, but does not require, CFX to make a business damage counter-offer. The failure to respond to the business damage offer is deemed a counter-offer of zero dollars for the purpose of computing attorneys fees under Section 73.092(1). If the business owner does not accept CFX's counter-offer, attorneys fees are based on a percentage of the betterment between CFX's offer and the amount recovered in settlement or at trial. If the business owner accepts CFX's business damage counter-offer, attorneys fees will be based on the factors set forth in Section 73.092(2), which considers the time involved, complexity of the case, amount of money at issue, and other factors.

The undersigned attorney believes that it is in the best interest of the Authority to make a business damage counter-offer in this case, in the interest of good faith negotiation, and to limit attorneys fees.

#### **BUSINESS DAMAGE ANALYSIS:**

As stated previously, Holder & Strite is a company that has conducted a hay bailing and cattle raising business on the subject properties for more than five years. Holder & Strite has alleged that the taking will negatively impact its business in several ways, including (1) the loss of the ability to move tractors, trailers, and other farm equipment from the storage area to the southern hay fields via internal roads; (2) the loss of the ability to move the hay bales and rolls from the fields to the covered hay storage barn using internal roads; (3) loss of the ability to move cattle to different grazing fields through internal roads; (4) increased time and costs to travel using public roads; (5) lost security; (6) loss of easy access and circulation for customers; (7) overall loss of efficiency and maneuverability caused by the bisection of the properties.

Holder & Strite retained the legal counsel of Maguire Lassman, P.A., who retained Thomas Durkee, CPA, from the firm of Averett Warmus Durkee, P.A., to analyze its business damage claims. Holder & Strite presented a claim for \$390,914.00 for Parcel 275 and \$162,881.00 for Parcel 279, for a total business damage claim of **\$553,795.00**. CFX retained the services of Les Eiserman, CPA from Cliften Larson Allen LLP, who estimated that business damages in this case were \$55,627.00 for Parcel 275 and \$23,178.00 for Parcel 279, supporting a total business damage counter-offer of **\$78,805.00**.

Florida law allows a business owner to receive "the probable damage to such business which the denial of the use of the property so taken may reasonably cause." § 73.071(3)(b), Fla. Stat. (2014). The Florida Supreme Court has held that this statute, "does not require the calculation of business damages by one mechanically applied, one-size-fits-all formula which would not produce proper results. For an ongoing business,...business damages are inherently fact-intensive." While the Legislature did not define precisely what constitutes business damages, "there is absolutely no indication that it intended this statute to be construed as allowing business damages for lost profits only." *System Component Corp. v. FDOT*, 14 So. 3d 967 (Fla. 2009). The Florida Supreme Court noted that case law has identified at least three types of business damages: (1) lost profits, (2) moving / relocation expenses, and (3) loss of goodwill. However, the Court further stated that business damages are not limited to only these categories. The Court also recognized three approaches to valuing a business: (1) the income approach (based

on current and future revenue stream discounted to a total present value), (2) market-based approach (based on comparable businesses existing in the market), and (3) the asset-based approach (the value based on total assets net liabilities). The Court noted that the asset approach was most commonly used to value businesses that are not profitable.

In the subject case, the Holder & Strite business has not been profitable since its inception in 2010. The negative cash flow from operations for the 5 year period ending December 31, 2014 totals \$285,271.00, and was negative by approximately \$27,000.00 to \$100,000.00 per year during this period. Since the business has not operated at a profit, both business damage experts valued the business using the asset approach.

Holder & Strite asserts that even though its business does not currently operate at a profit, the business enhances the value of the land, has an asset based value, and the Company planned to achieve profitability in the future. It is Holder & Strite's position that the business cannot operate effectively, sufficiently or profitable on the land remaining after the taking because of the reduced size of the parcels and other inefficiencies. Holder & Strite has therefore concluded that the damage to the business includes the entire value of the farming business located on the site.

Holder & Strite's asserted business damages primarily consist of the value of (1) special purpose trade fixtures, (2) special process systems, (3) moveable personal property, and (4) improvements made to the leasehold. By far the largest component of its damages is the value of its personal property, which is estimated at \$579,834.00 (this amount was then adjusted downward to account for the fact the personal property is also used on another 6 acre tract not at issue in this litigation). Holder & Strite also analyzed the cost to move this personal property, with the estimated Disconnect & Reconnect Cost (D&R Cost) to be \$28,130.00. The D&R cost is not included in the damage claim asserted by Holder & Strite.

CFX's business damage valuation expert accepts, for the purposes of this counter-offer, several of Holder & Strite's calculations where the cost to redo the analyses would exceed the value of the actual claim. However, CFX's business damage report does not accept, and does not include, certain elements of the claims asserted by Holder & Strite. Most significantly, CFX's business damage counter-offer compensates the business only the disconnect and reconnect (D&R) costs associated with the moveable personal property, and not the value of the personal property itself. Furthermore, CFX's proposed counter-offer does not include the value of the leasehold improvements (i.e. the value associated with clearing and preparing the land), as this is implicitly included in the real estate value appraised by Richard MacMillan, and should be asserted as an apportionment claim, if at all.

The parties' business damage valuations are summarized below as follows:

<b>Parcel 275 &amp; 279</b>	<b>CFX</b>	<b>Strite &amp; Holder</b>
Special Purpose Trade Fixtures	\$25,425.00	\$25,425.00
Special Process Systems	\$25,250.00	\$25,250.00
Moveable Personal Property (adjusted)	-	\$424,920.00
Disconnect & Reconnect (D&R) Cost	\$28,130.00	-
Improvements to the leasehold (clearing and preparing the land)	-	\$78,200.00
<b>Total Business Damages</b>	<b>\$78,805.00</b>	<b>\$553,795.00</b>

#### **RECOMMENDATION:**

The proposed business damage counter-offer was recommended for Board approval by the Right of Way Committee at the September 23, 2015 meeting. We respectfully request this Board's approval of the proposed statutory business damage counter-offer to Holder & Strite in the amount of \$78,805.00 for Parcels 275 and 279, or such other and further action that this Board deems appropriate.

#### **ATTACHMENTS:**

Holder & Strite Business Damage Reports  
 Les Eiserman Business Damage Report  
 MEI Civil Engineering Report  
 Parcel Sketches

## **CONSENT AGENDA ITEM**

**#17**

## MEMORANDUM

**TO:** Central Florida Expressway Authority Board  
Laura Kelley, Executive Director

**FROM:** *JP* Joseph L. Passiatore, General Counsel

**DATE:** *JP* September 15, 2015

**SUBJECT:** First Amendment to Innovation Way/Beachline Interchange Agreement

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The attached First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement has been approved by Suburban Land Reserve, Inc. ("SLR") and Orange County who are partners with CFX on the upcoming Innovation Way/Beachline interchange project.

The existing agreement allowed any party to terminate the Agreement if the right of way conveyances for the multi-modal corridor by SLR and Farmland Reserve, Inc. to CFX had not occurred by June 30, 2015. Since the closing is not scheduled to occur until the end of the calendar year, SLR requested that the date be changed to January 31, 2016.

SLR and Orange County have made their deposits which CFX is holding in escrow. At such time as All Aboard Florida makes their contribution of \$12,100,000 the project will be ready to be advertised for bid.

JLP/ml

cc: Joseph Berenis  
Glenn Pressimone

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

SEP 15 2015 *SL/BS*

Prepared by and return to:  
Vivien J. Monaco, Esq.  
Burr & Forman, LLP  
200 S. Orange Avenue, Suite 800  
Orlando, FL 32801

Tax Parcel I.D. Numbers:

Portions of the following parcels:  
Tax Parcel No. 25-23-31-0000-00001; and  
Tax Parcel No. 36-23-31-0000-00002.

**FIRST AMENDMENT TO AMENDED AND RESTATED 2006  
INNOVATION WAY/BEACHLINE INTERCHANGE AGREEMENT**

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**INNOVATION WAY AND BEACHLINE EXPRESSWAY**

**THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED 2006 INNOVATION WAY/BEACHLINE INTERCHANGE AGREEMENT** (the "Amendment"), effective as of the latest date of execution ("Effective Date") is entered into by and among **SUBURBAN LAND RESERVE, INC.**, a Utah corporation ("SLR"), whose mailing address is 79 S. Main Street, Suite 500, Salt Lake City, Utah, 84111, **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, Florida, 32802-1393, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, successor-in-interest to Orlando-Orange County Expressway Authority ("OOCEA"), a body politic and corporate and an agency of the State of Florida established pursuant to Part V of Chapter 348, Florida Statutes ("CFX"), whose mailing address is 4974 ORL Tower Road, Orlando, Florida, 32807 (individually, a "Party", and collectively, the "Parties").

**WITNESSETH:**

WHEREAS, SLR is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference "Property"; and

WHEREAS, SLR, County, and OOCEA, predecessor-in-interest to CFX, entered into that certain Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement (the "Agreement"), which was approved by SLR on May 27, 2014, by County on June 10, 2014, and by OOCEA on June 12, 2014, with an Effective Date of June 12, 2014; and

WHEREAS, a Memorandum of Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement was recorded on June 13, 2014 at Official Records Book 10758, Page 8144, Public Records of Orange County, Florida; and

WHEREAS, SLR, Farmland Reserve, Inc., a Utah not-for-profit corporation ("FRI"), and OOCEA entered into that certain Contract of Sale and Purchase dated as of March 12, 2014 (the "Super Corridor Agreement"), pursuant to which SLR and FRI agreed to sell, and OOCEA agreed to buy, certain property referred to in the Agreement as the "Super Corridor Land"; and

WHEREAS, The Super Corridor Agreement was amended by virtue of the following amendments: the "First Amendment" dated April 24, 2014, the "Second Amendment" dated August 22, 2014, the "Third Amendment" dated November 24, 2014, the "Fourth Amendment" dated March 12, 2015, and the "Fifth Amendment" dated May 27, 2015 (the Super Corridor Agreement as amended by the First Amendment, the Second Amendment, the Third



Amendment, the Fourth Amendment, and the Fifth Amendment are hereinafter collectively referred to as the "Amended Super Corridor Agreement"); and

WHEREAS, SLR's and FRI's conveyances of the Super Corridor Land are conditions precedent to CFX's obligation to award the Successful Bid and Commence Construction, pursuant to Section 34.4 of the Agreement. If those conveyances have not occurred by June 30, 2015, any Party has the right to terminate the Agreement by providing written notice of termination to the other Parties; and

WHEREAS, Pursuant to Paragraph 6 of the Amended Super Corridor Agreement, the closing of the purchase and sale and the conveyances of the Super Corridor Lands was originally scheduled to occur no later than June 30, 2015 (the "Outside Closing Date"); and

WHEREAS, Section 5 of the Fifth Amendment extended the Outside Closing Date to December 31, 2015; and

WHEREAS, SLR, County, and CFX now wish to amend the Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the Parties hereby covenant and agree as follows:

1. ***Recitals.*** The above recitals are true and correct and are incorporated herein by this reference.

2. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

3. **Amendment to Section 34.4.** Section 34.4 is hereby amended to read as follows (underlined text is added; ~~strike through~~ text is deleted):

For purposes of this Agreement, the "Super Corridor Land" shall mean the aggregate lands FRI and SLR have contracted to sell to OOCEA pursuant to the Super Corridor Contract. Notwithstanding any other provision of this Agreement, the conveyances by SLR and FRI to OOCEA of the Super Corridor Lands shall be conditions precedent to OOCEA's obligation to award the Successful Bid and Commence Construction. Until those conveyances occur, OOCEA shall have no obligation to award the Successful Bid and Commence Construction. If those conveyances have not occurred by ~~June 30, 2015~~ January 31, 2016, then any Party shall have the right to terminate this Agreement by delivering written notice of termination to the other Parties. In the event of such a termination, the provisions of the Section above titled "Reconveyance of Property and SLR's Easement Rights" shall apply.

4. **Amendment to References to the Orlando-Orange County Expressway Authority.** All references in the Agreement to the "Orlando-Orange County Expressway Authority" are hereby amended to read the "Central Florida Expressway Authority," successor-in-interest to the Orlando-Orange County Expressway Authority. All references in the

Agreement to "OOCEA" to designate the Orlando-Orange County Expressway Authority are hereby amended to read "CFX" to designate the Central Florida Expressway Authority.

5. ***Ratification.*** Except as herein amended, the Agreement is hereby ratified and affirmed in its entirety and shall remain unchanged and in full force and effect.

6. ***Notice.*** Any notice delivered with respect to this Amendment or the Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated; or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below; (iii) when delivered by facsimile transmission, or to such other mailing or email address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to SLR: Suburban Land Reserve  
79 S. Main Street, Suite 500  
Salt Lake City, Utah 84111  
Attention: Steve Romney, President  
Telephone: (801) 321-7550  
Facsimile: (801) 320-4676

With a copy to: Burr & Forman, LLP  
200 South Orange Avenue, Suite 800  
Orlando, Florida 32801  
Attention: Vivien J. Monaco, Esquire  
Telephone: (407) 540-6600  
Facsimile: (407) 540-6601

And with a copy to: Kirton McConkie  
50 East South Temple  
Salt Lake City, Utah 84111  
Attention: Robert Hyde, Esquire, and Loyal Hulme, Esquire  
Telephone: (801) 328-3600  
Facsimile: (801) 321-4893

As to County: Orange County Administrator  
P.O. Box 1393  
201 S. Rosalind Ave  
Orlando, FL 32802-1393  
Telephone: (407) 836-7370  
Facsimile: (407) 836-7399

With a copy to: Orange County Community, Environmental,  
and Development Services Department  
Manager, Transportation Planning Division  
Orange County Public Works Complex  
4200 S. John Young Parkway  
Orlando, Florida 32839-9205  
Telephone: (407) 836-8070  
Facsimile: (407) 836-8079

As to CFX: Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: Executive Director  
Telephone: (407) 690-5000  
Facsimile: (407) 690-5011

With a copy to: General Counsel to CFX  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807  
Telephone: (407) 690-5000  
Facsimile: (407) 690-5011

**Section 4. Covenants Running with the Land.** This First Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of SLR and any person, firm, corporation, or other entity that may become the successor in interest to the Property.

**Section 5. Recordation of First Amendment.** An executed original of this First Amendment shall be recorded, at SLR's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

7. ***Counterparts.*** This Amendment may be executed in as many counterparts as there are parties, each of which shall be considered an original, and all of such counterparts shall constitute one Amendment.

8. ***Applicable Law.*** This Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

9. ***Time is of the Essence.*** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Amendment and in the Agreement.

10. ***Amendments.*** No amendment, modification, or other change to this Amendment or the Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs,  
Orange County Mayor

Date: *Sept. 15*, 2015

ATTEST:

Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Naelia R*  
for Deputy Clerk  
Print name: *Naelia Perez*

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY,**  
a body politic and corporate and an  
agency of the State of Florida

By: \_\_\_\_\_  
print name: \_\_\_\_\_  
As its Chairman

Date: \_\_\_\_\_, 2015

ATTEST:  
Darleen Mazzillo, Executive Secretary

Signature: \_\_\_\_\_

WITNESSES:

[Signature]  
Print Name: Ami Dumar  
[Signature]  
Print Name: Thane Smith

SUBURBAN LAND RESERVE, INC., a Utah  
corporation

By: [Signature]  
R. Steven Romney, President  
Date: August 13, 2015

STATE OF UTAH  
COUNTY Salt Lake

SWORN TO and subscribed freely and voluntarily for the purposes therein expressed  
before me by R. Steven Romney, President of Suburban Land Reserve, Inc., a Utah corporation,  
who executed the foregoing on behalf of said corporation and who did/did not take an oath. He  
is X personally known to me or      produced      as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 13<sup>th</sup>  
day of August, 2015.

[Affix Notary Seal]



[Signature]  
Signature of Notary  
Colette D. Yates  
Print/Type Name of Notary  
Commission Number: 678614  
My Commission Expires: 7/18/2018

[Signature]




## **CONSENT AGENDA ITEM**

**#18**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: September 22, 2015

RE: Approval of Supplemental Agreement No. 3 with  
Shutts & Bowen LLP for  
Right-of-Way Counsel Services  
Contract No. 000930

Board approval is requested for approval of Supplemental Agreement No. 3 with Shutts & Bowen LLP in the amount of \$2,000,000.00. Hourly rates will remain the same and will not change under this Supplemental Agreement.

Shutts & Bowen is currently providing services for 67 parcels spread throughout Project Nos. 429-203, 204, 205 and 206. Of these parcels, 11 are set for trial through the end of 2016 and 56 are being litigated but have not yet been set for trial. In order to provide the necessary funding for legal and expert services going forward, staff recommends additional funding of two million dollars (\$2,000,000.00) at this time.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Right of Way Counsel Services

Contract No: 000930

This Supplemental Agreement No. 3 entered into this 8<sup>th</sup> day of October, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and SHUTTS & BOWEN, LLP (the "Counsel"), the same being supplementary to the contract between the aforesaid, dated February 27, 2013, for Right of Way Counsel Services, (the "Agreement").

1. The Authority has determined it necessary to increase the Agreement amount by \$2,000,000.00 in order to continue the required services to completion, and
2. The Counsel hereby agrees to the increase in the Agreement amount, and
3. The Authority and Counsel agree that this Supplemental Agreement No.3 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Counsel's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
4. This Supplemental Agreement No. 3 is necessary to fund the continuation of the required services to completion.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Right of Way Counsel Services

Contract No.: 000930

Cost: \$2,000,000.00

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

**SHUTTS & BOWEN, LLP**

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

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

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for the AUTHORITY

**CONSENT AGENDA ITEM**

**#19**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** Authority Board Members

**FROM:** Claude Miller   
Director of Procurement

**DATE:** September 22, 2015

**RE:** Approval of Supplemental Agreement No. 1 and  
Approval of Subconsultant  
Construction Contractor Compliance Consultant Services  
Contract No. 001072

Board approval of Supplemental Agreement No. 1 is requested to increase the amount of the referenced contract with Covalt Group, Inc. (Covalt), by \$300,000.00 which will bring the new Contract amount to \$1,225,000.00. Wynn Consulting Group, Inc. was added to this contract in the amount of \$24,000 in May 2015; due to the amount, Board approval was not required. The increase in compensation is necessary to provide funding for the Federal Disadvantaged Business Enterprise program and CFX's Supplier Diversity program. Funding for this request was taken into consideration and included in the FY16 budget.

The services prescribed below are to assist the Supplier Diversity Director with implementing components of the DBE and Supplier Diversity programs. The activities listed are not intended to be all inclusive but components needed to ensure the functionality of both programs:

- 1) Assisting in making contracts more accessible to DBE's and small businesses
- 2) Providing technical assistance and other services
- 3) Disseminate information on contracting procedures and specific contract opportunities
- 4) Provide services to help DBE's and small businesses increase opportunities to participate in project(s)
- 5) Assist DBE's and other small business to development their capability to utilize emerging technology and conduct business through electronic media
- 6) Attend networking events and construction progress meetings
- 7) Research new and revised federal, local and state requirements related to operating a business, licensing requirements pertaining to disadvantage small minority and women business enterprises

In accordance with the Procurement Policy, Article IV, Governing Rules, paragraph G, Covalt has requested approval to use Wynn Consulting Group, Inc. (Wynn), to provide the services detailed in Supplemental Agreement No. 1. Approval of Wynn as a subconsultant is required because Wynn was not disclosed by Covalt as a subconsultant when the Contract with the Authority was originally awarded. Negotiations between Covalt and Wynn for these services



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

have been completed and the fees are not expected to exceed \$300,000.00 to the end of the initial three-year Contract term. Board approval of Wynn as a subconsultant to Covalt is requested.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: The Covalt Group

Contract No: 001072 Project No.: N/A

This Supplemental Agreement No. 1 entered into this 8<sup>th</sup> day of October, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and COVALT GROUP, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated March 12, 2015, for services pertaining to monitoring construction contractor compliance with FHWA requirements for the Wekiva Parkway projects, (the "Contract").

1. The Authority desires to revise the Scope of Services to include additional services as specified in the attached Exhibit A, with additional compensation of \$300,000.00 and no increase in Contract time; and,
2. The Consultant hereby agrees to the provide the additional services for the additional compensation and no increase in the Contract time; and,
3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 1 is necessary to revise the Scope of Services to include DBE outreach support services and provide additional compensation to the Consultant. This Supplemental Agreement was approved by the Authority's Board of Directors at its meeting on October 8, 2015.



SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Construction Contractor Compliance Consultant Services

Contract No.: 001072 Project No.: N/A

Amount of Changes to this document: \$300,000.00

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

**“Authority”:**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

Date: \_\_\_\_\_

**“Consultant”:**

**COVALT GROUP, INC.**

By: \_\_\_\_\_  
Authorized Signature

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

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

Attest: \_\_\_\_\_

Notary

Date: \_\_\_\_\_

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for the Authority

Exhibit A  
Central Florida Expressway Authority  
Construction Contractor Compliance Consultant Services  
Contract No. 001072  
Supplemental Agreement No. 1

Insert the following new paragraph in the Scope of Services:

**“10.0 DBE OUTREACH SUPPORT SERVICES**

The Consultant shall assist the Supplier Diversity Department in complying with CFR 49 part 26 DBE outreach activities which states recipients are recommended to use the following methods to assist in reaching the Federal DBE goal of 9.91%. This list is not intended to be all inclusive:

- 1) Assist in making contracts more accessible to DBE's and small businesses.
- 2) Provide technical assistance and other services.
- 3) Disseminate information on contracting procedures and specific contract opportunities.
- 4) Provide services to help DBEs increase opportunities to participate in project(s).
- 5) Assist DBEs and other small business to development their capability to utilize. emerging technology and conduct business through electronic media.
- 6) Attend networking events.
- 7) Research new and revised federal, local and state requirements related to operating a business, licensing requirements pertaining to disadvantage small minority and women business enterprises.”

## Claude Miller

---

**From:** Sabrina Covalt <Sabrina@covaltgroup.com>  
**nt:** Thursday, September 17, 2015 3:55 PM  
**to:** Claude Miller  
**Cc:** Iranetta Dennis  
**Subject:** RE: Request for Authorization to Sublet Services  
**Attachments:** Request for Authorization to Sublet Services-Wynn Consulting 9-17-15.pdf

Good afternoon Mr. Miller,

Please see the attached signed form.

Personnel: Dotti Wynn  
Title: DBE Support Specialist  
Hourly Rate: \$85.00

Please feel free to call me should you have any questions.

Thanks for your patience, help, and time,  
Sabrina Covalt  
President/Compliance Specialist  
Covalt Group Inc.  
(863)255-0121

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant: Covalt Group, Inc. Date: September 15, 2015

CFX Contract Name: Construction Contractor Compliance Consultant Services CFX Contract No.: 001072

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Wynn Consulting Group, Inc.

Address: 1700 Windermere Down Place

Phone No.: 407-294-1900

Federal Employee ID No.: 59 3210949

Description of Services to Be Sublet: DBE Outreach Support

Estimated Beginning Date of Sublet Services: November 2015

Estimated Completion Date of Sublet Services: February 2018

Estimated Value of Sublet Services\*: \$ \$300,000

\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By:   
(Signature of Consultant Representative)

President/RCS  
Title

Recommended by: \_\_\_\_\_  
(Signature of Appropriate Authority Director/Manager)

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
(Signature of Appropriate Deputy Executive Director)

Date: \_\_\_\_\_

**Attach Subconsultant's Certificate of Insurance to this Request.**

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
COVALT GROUP, INC.**

**CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT SERVICES**

**CONTRACT NO. 001072**

**CONTRACT DATE: MARCH 12, 2015  
CONTRACT AMOUNT: \$925,000.00**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

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

**FOR**

**CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES**

**CONTRACT NO. 001072**

**MARCH 2015**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton G. Cadwell, Chairman**  
**S. Scott Boyd, Vice Chairman**  
**Brenda Carey, Secretary/Treasurer**  
**Fred Hawkins, Jr., Board Member**  
**Teresa Jacobs, Orange County Mayor**  
**Buddy Dyer, City of Orlando Mayor**  
**Walter A. Ketcham, Jr., Board Member**  
**Jay Madara, Member**  
**S. Michael Scheeringa, Member**  
**Diane Guitierrez-Scaccetti, Non-Voting Advisor**

## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 13
SS SCOPE OF SERVICES	SS-1 to SS-6
MC METHOD OF COMPENSATION	MC-1 to MC-2
TP TECHNICAL PROPOSAL	TP-1 to TP-47
FS FEE SCHEDULE	FS-1

## **CONTRACT**

This Contract (the "Contract" as defined herein below), is made this 12<sup>th</sup> day of March, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and COVALT GROUP, INC., 653 Hunter's Run Boulevard, Lakeland, Florida 33809, hereinafter the CONSULTANT:

### **WITNESSETH:**

**WHEREAS**, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

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

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide Construction Contractor Compliance Consultant services and related tasks as may be assigned to the consultant by the AUTHORITY and identified as Contract No. 001072; and,

**WHEREAS**, on or about February 15, 2015, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

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

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

### **1. SERVICES TO BE PROVIDED**

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



The services to be provided under this Contract include providing Construction Contractor Compliance Consultant services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including Exhibit "A" – Federal Provisions for Federally Funded Contracts, Exhibit "B" – FHWA 1273, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Price Proposal.

(collectively, the "Contract").

## **2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. At the Authority's sole option, the Contract may be renewed for two (2) one year periods, or portions thereof.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the

AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

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

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

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

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

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Contract term is \$925,000.00.

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

#### 4. AUDIT AND EXAMINATION OF RECORDS

##### 4.1 Definition of Records:

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

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

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

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

Final Audit for Project Closeout: The CONSULTANT shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subcontractors to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONSULTANT

agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

## **5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

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

## **6. CONSULTANT INSURANCE**

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

**6.1 Commercial General Liability Insurance** having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

**6.2 Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

**6.3 Workers' Compensation Insurance Coverage**, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

**6.4 Unemployment Insurance Coverage** in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)

include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

## **7. CONSULTANT RESPONSIBILITY**

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

## **8. INDEMNITY**

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

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

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

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

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

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

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

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

## **9. PUBLIC RECORDS**

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

#### **10. PRESS RELEASES**

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

#### **11. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

#### **12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

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

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

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

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

### **13. NONDISCRIMINATION**

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

### **14. SUBLETTING AND ASSIGNMENT**

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

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

### **15. DISPUTES**

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.



## **16. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

## **17. OTHER SEVERABILITY**

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **18. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

## **19. RELATIONSHIPS**

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

## **20. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## **21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

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

## **22. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

22.4 Obligations upon expiration or termination of the Contract; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

23.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of CONSULTANT who performed work under the Contract; and

23.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on March 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 

Director of Procurement

COVALT GROUP, INC.

By: Sabrina Covalt

Sabrina Covalt

Print Name


President

Title

ATTEST: \_\_\_\_\_ (Seal)

DATE: \_\_\_\_\_

Approved as to form and execution, only.

  
General Counsel for the AUTHORITY

## EXHIBIT "A"

### Federal Provisions for Federally Funded Contracts

#### TERMS FOR FEDERAL-AID CONTRACTS

The following terms apply to this contract due to the expenditure of federal funds. Terms and conditions contrary within the Contract shall be resolved in favor of terms provided herein Exhibit "A".

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding
- C. **Compliance with Regulations:** The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, and 23 CFR Part 230 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations. The contractor will accept as its operating policy, the following statement, "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. Withholding of payments to the Consultant under the contract until the Consultant complies and/or
  2. Cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions:** The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- I. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following. This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.
1. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
  2. "Policy: It is the policy of the Department of Transportation that Disadvantaged Business Enterprise as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement."
  3. The recipient is committed to nondiscrimination, as well as to opportunities for competition and growth among all small businesses. In this regard, all consultants and contractors associated with this project will make reasonable efforts to ensure DBEs and other small businesses have the maximum opportunity compete for contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts"
  4. **Prompt Payment and Retainage Return:** the contractor agrees that it will pay subcontractors for satisfactory performance no later than 30 days from receipt of payment from the CFX. In addition, the contractor agrees to prompt and full return of any retainage to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed."

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. Employ or retain, or agree to employ or retain, any firm or person, or
  2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:
1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
  2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
  3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Agency and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.



## EXHIBIT "B"

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A: Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents; however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract):

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794); Title VI of the Civil Rights Act of 1964, as amended; and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to this contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable; to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.6 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account/assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned; other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification — First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

I. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XL CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **SCOPE OF SERVICES CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT**

### **1.0 GENERAL**

The Consultant shall be responsible for monitoring contractor compliance with all requirements of the Equal Employment Opportunity (EEO), Disadvantage Business Enterprise (DBE), Affirmative Action, On-the-Job Training (OJT) and Davis Bacon and Related Acts federal wage rate provisions (DBRA), as required by the FHWA 1273 required contract provisions Federal-Aid Construction Contracts and applicable Florida Statutes.

### **2.0 WEKIVA PARKWAY PROJECTS**

Project Number	Estimated Construction Cost	Anticipated Construction Start	Anticipated Construction Completion	Anticipated Construction Start / Completion
429-202	\$61,314,000	2 <sup>nd</sup> Quarter 2015	3 <sup>rd</sup> Quarter 2016	+/- 1 Quarter
429-203	\$59,298,000	2 <sup>nd</sup> Quarter 2015	3 <sup>rd</sup> Quarter 2016	+/- 1 Quarter
429-204	\$85,832,000	4 <sup>th</sup> Quarter 2016	3 <sup>rd</sup> Quarter 2018	+/- 1 Quarter
429-205	\$39,846,000	2 <sup>nd</sup> Quarter 2017	3 <sup>rd</sup> Quarter 2018	+/- 1 Quarter
429-206	\$62,916,000	2 <sup>nd</sup> Quarter 2017	3 <sup>rd</sup> Quarter 2018	+/- 1 Quarter

### **3.0 SERVICES**

The Consultant shall provide expert assistance to CFX Business Development Department to ensure FHWA requirements are met in an accurate and timely manner. The Consultant shall assist the CFX Business Development Director in management of the TIFIA loan for the Wekiva Parkway project, in accordance with the FHWA requirements by using the Florida Department of Transportation (FDOT) Construction Compliance Workbook (Workbook), as applicable, through but not limited to the following activities:

- 3.1 Observe the Contractor's reporting activities for DBE, EEO, AA, OJT and DBRA contract compliance using the FDOT Workbook, where applicable.
- 3.2 Identify issues of noncompliance, advising the CFX Business Development Department, and taking compliance action as provided by the FDOT Workbook, as applicable.
- 3.3 Ensure timely submission of weekly payrolls, conducting reviews as appropriate to determine correct wage rates, classifications, overtime calculation, fringe calculation, consistency with labor interviews and related DBRA and FDOT Workbook requirements.
- 3.4 Monitor and track Disadvantage Business Enterprise (DBE) contracting and sub-contracting through Excel format, including a running tally of commitments and

actuals to ensure timely filing with FHWA of June 1 and December 1 Uniform Report of DBE Award Commitments and Payment form (49 CFR 26, Appendix B).

- 3.5 Conduct reviews of DBEs and project documentation to ensure commercially useful function (CUF) and accurate counting of DBE credit as described in the FDOT Workbook.
- 3.6 Monitor and track OJT project requirements, ensuring compliance in recruitment, selection, training hours and reporting.
- 3.7 Provide an annual list of trainee enrollments and graduations by race, gender, ethnicity and training classification, due to CFX Business Development Department by December 31 of each year the contract is active.
- 3.8 Complete and submit to the CFX Business Development Department the annual July Report (1391) as described in the FDOT Workbook and using the current approved Excel form provided by FHWA.
- 3.9 Maintain the required level of review of the Contractor compliance activities to assure compliance with the specifications, special provisions for the Construction Contract, and the FDOT Workbook.
- 3.10 Maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document all deficiencies.
- 3.11 Cooperate with the CFX Business Development Director and/or FHWA in reviews of nondiscrimination compliance, including pre and post grant audits, site visits, project staff interviews, and examination of records.
- 3.12 Obtain paper/ electronic copies of all contracts, invoices and supporting documentation and keep track of detailed payment histories for the Business Development Director. Identify any exceptions or discrepancies in contract invoices and financial reports, and track these through resolution by the Business Development Director and archiving final records.

## **5.0 STATUS MEETINGS**

Consultant will schedule compliance status meetings with CFX Business Development Director each month or more frequently as required and conduct site visits to ensure the coordination of the project. Compliance status meetings will include but not be limited to:

- 5.1 Providing updates on project progress reviewing required reports and due dates.
- 5.2 Improving the accuracy and timelines of report submissions from the Consultant to the CFX Business Development Director.

- 5.3 Identifying problems and issues, and developing a response strategy.
- 5.4 Following up on delinquencies, corrective action plans, requests for information, or any other compliance issue.
- 5.5 Monthly updates will be provided on project progress.

## **6.0 ITEMS FURNISHED BY THE CONSULTANT**

### **6.1 VEHICLES**

Vehicles shall be equipped with appropriate safety equipment and shall be able to effectively carry out requirements of the contract. Vehicles shall have the Consultant's name and phone number visibly displayed on both side of the vehicle. Tolls are non-reimbursable.

### **6.2 FIELD EQUIPMENT**

The Consultant shall supply inspection equipment essential to carry out the work under the contract. Such equipment includes those non-consumable and non-expendable items, which are normally needed for Disadvantage Business Enterprise (DBE) Registered Compliance Specialist (RCS) services and are essential in order to carry out the work under the contract. Hard hats shall have the Consultant's name visibly displayed. Appropriate reflective vests per FHWA standards shall be worn onsite at all times. Equipment described herein and expendable materials will remain the property of the Consultant and shall be removed at completion of the work. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of the contract. Field equipment shall be maintained and in operational condition at all times.

## **7.0 LIAISON**

The Consultant shall keep the Business Development Director informed of all the significant activities, decisions, correspondence, reports and other communication related to its responsibilities under the contract. The Business Development Director shall review and approve the Consultant's invoice requests, personnel approval requests, time extensions request, and Agreement amendments request.

## **8.0 PERFORMANCE OF THE CONSULTANT**

During the term of the contract and all extensions thereof, CFX will review various areas of Consultant operations to determine compliance with the contract. The Consultant shall cooperate and assist CFX Business Development Director in conducting reviews. If deficiencies are indicated, the consultant shall implement remedial action immediately upon approval of the Business Development Director. CFX Business Development Director and Consultant responses or actions or both shall be properly documented by the Consultant. Consultant shall not be compensated for remedial actions, if any are required, undertaken by the Consultant to correct



deficiencies. Remedial actions and required response time may include but are not necessarily limited to the following:

- 8.1 Further subdivide assigned compliance responsibilities, or reassign compliance personnel, within one week of notification.
- 8.2 Replace personnel whose performance has been determined by the Central Florida Expressway Authority to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- 8.3 Immediately increase the frequency of monitoring activities in phases of the work that are the Consultant responsibility.
- 8.4 Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS**

The Consultant shall provide the necessary and qualified personnel in order to effectively and efficiently monitor the projects as defined in this scope for compliance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273). These services should be performed in accordance with the program established by Florida Department of Transportation (FDOT).

The responsibilities of the Consultant shall include the following in order to successfully monitor and enforce compliance for all four elements of the FDOT Compliance program (including EEO, Wages, DBE, OJT):

### **9.1 DBE MEETING**

CFX requires that a DBE meeting be held with the Contractor prior to the pre-construction meeting to identify opportunities for the Prime Contractor to utilize DBE subcontractors. The Consultant shall prepare the necessary materials for this meeting based on the project work items and communicate those opportunities for DBE utilization to the Prime Contractor, as such.

### **9.2 PRE-CONSTRUCTION MEETING**

Attend the pre-construction meetings and conduct the portion of the meeting pertaining to the information as outlined in this scope of services.

### **9.3 JOBSITE BULLETIN BOARD**

Inspect the project bulletin board installed by the contractor to ensure it is in place on or before the first day workers are present on the project and throughout the life of the project; the board shall meet the Federal and State requirements and include all required documents, posters, forms and other information; perform periodic inspection as needed



throughout the project in no less than quarterly increments and/or as needed based on additional information that must be posted to the board.

#### **9.4 DATA SUBMITTALS**

Analyze and evaluate data submittals in order to take appropriate actions when necessary.

#### **9.5 COMPANY EEO REQUIREMENTS**

Monitor EEO requirements for both the contractor and subcontractors and ensure all required submittals are received from the contractor and subcontractors.

#### **9.6 SUBCONTRACTS**

Review subcontracts to ensure that all applicable Federal provisions are included.

#### **9.7 PAYROLLS/WAGES**

Receive and check weekly payrolls for both the contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations.

#### **9.8 NON-COMPLIANCE**

Communicate as necessary to the contractor any issues of non-compliance for resolution. Communicate with CFX Business Development Director in any instance of non-compliance (including payroll violations, Affirmative Action, etc.) as deemed necessary.

#### **9.9 DBE**

Monitor the contractor utilization of Certified Disadvantage Business Enterprise (DBE) and review commitment and payments reported by the contractor.

#### **9.10 LABOR INTERVIEWS**

Perform monthly interviews with project personnel of both the contractor and subcontractor to ensure compliance with EEO and Wages requirements.

#### **9.11 QUALITY ASSURANCE (QA) PROGRAM**

The Consultant shall conduct a review to make certain its organization is in compliance with the requirements cited in this Scope of Services. Quality reviews shall be conducted to evaluate the adequacy of material, processes, documentation, procedures, training, guidance and staffing included in the execution of the contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in the contract. The Consultant shall perform a QA review with in the first two

(2) months of start of construction. The Consultant shall provide the CFX Business Development Director with the results of the QA review.

At the sole discretion of the Authority, the CFX Business Development Director or their designee, may conduct a spot review of the Consultant's Quality Assurance (QA) Program for compliance with the requirements cited in this Scope of Services.

## **9.12 VERIFICATION OF CONTRACT COMPLETION**

Once the construction contract is complete it will be the Consultant's responsibility to prepare documentation and records in compliance with the Scope of Services and FDOT/FHWA requirements.

## **9.13 DOCUMENTS**

9.13.1 All documents submitted for review, with the exception of draft reports, shall be in PDF format with no less than 300 dots per inch (dpi). Draft reports may be submitted in WORD or EXCEL format. Final reports shall be submitted in a PDF format as described above.

9.13.2 Consultant shall submit documents (FHWA submittal forms, etc.) to the Business Development Director on a periodic basis for review. The periodic basis shall be established at the beginning of each project by the Business Development Director and the Consultant. At the sole discretion of the Business Development Director, document submittal times may change to ensure compliance with the Scope of Services and FDOT/FHWA requirements.

9.13.3 Consultant shall submit the "original" project documents no later than 30 days after individual Project completion. Project documents shall be submitted in a manner and sequence acceptable to the Authority and the Business Development Director.

**\*\*\*\*\* END OF SCOPE OF SERVICES \*\*\*\*\***

## **METHOD OF COMPENSATION CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES**

### **1.0 PURPOSE**

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

### **2.0 COMPENSATION**

For the satisfactory completion of the services detailed in the Scope of Services, the Consultant will be paid at the hourly rates shown in the Fee Proposal for all work completed and accepted by the Authority.

### **3.0 METHOD OF COMPENSATION**

- 3.1 Payment will be made to the Consultant not more than once monthly. The Consultant shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to the Authority) to the Authority's Director of Business Development. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment.
- 3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.
- 3.3 Consultant shall receive and accept the compensation and payment provided in its Price Proposal and the Contract as full payment for all labor, materials, expenses (including local travel costs defined as within 50 miles of the Authority's Headquarters Building), supplies and incidentals required to be provided by the Consultant in the Scope of Services.
- 3.4 The Consultant shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from the Authority.
- 3.5 Payment for invoices received by the Director of Business Development by the 1<sup>st</sup> of the month will be placed in the U.S. Mail on the last working day of the following month. Invoices may be submitted via email to [billing@cfxway.com](mailto:billing@cfxway.com). Direct deposit of payment to the Consultant is available. If the Consultant elects to receive direct deposit of payments from the Authority, the Authority will provide the Consultant with the necessary Automatic Deposit Authorization Agreement form.

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

#### 4.0 ADDITIONAL SERVICES

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

#### 5.0 PROJECT CLOSEOUT

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

END OF SECTION

**WEKIVA  
PARKWAY**

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

# PROPOSAL FOR CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT

Contract No.: 001072



**MAIN OFFICE: 653 Hunters Run Blvd.**

**Lakeland, Florida 33809**

**REMOTE OFFICE: 2462 Ocean View Blvd., Suite 202**

**Ocoee, Florida 34761**

**(863) 255-0121**

**[sabrina@covaltgroup.com](mailto:sabrina@covaltgroup.com)**

**February 27, 2015**



February 27, 2015

Mr. Robert Johnson  
Manager of Procurement  
Central Florida Express Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

RE: CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES  
CONTRACT NO.: 001072

Dear Mr. Johnson:

Covalt Group, Inc. is pleased to submit our proposal to present our professional qualifications to the Central Florida Expressway Authority's (Authority) current advertisement Construction Contractor Compliance Consultant Services.

Our proposal is very simple to ensure to the Authority that the contractors working on their projects are in or out of compliance with FHWA 1273, which includes the Davis Bacon Act, CHWSSA, and other compliance regulations.

We are hopeful that you will select CGI as a potential candidate for these challenging and important positions. You and the Authority can place confidence in CGI for your compliance needs. We will make every effort to earn your trust and your business. We would love the opportunity to be part of a team of professionals with outstanding skills to make these projects a success.

Please call me at (863) 255-0121 or email me at [sabrina@covaltgroup.com](mailto:sabrina@covaltgroup.com) if I can provide additional information or assistance. Thank you for your time and consideration to work with Covalt Group Inc.

Sincerely,

Sabrina Covalt  
President/Resident Compliance Specialist



**PROPOSAL FOR CONSTRUCTION CONTRACTOR  
COMPLIANCE CONSULTANT CONTRACT NO.001072**

**INDEX**

<b><u>A-EXECUTIVE SUMMARY</u></b>	<b><u>PAGE#1</u></b>
<b><u>B-UNDERSTANDING AND APPROACH</u></b>	<b><u>PAGE#3</u></b>
<b><u>C-EXPERIENCE OF FIRM AND ABILITY OF STAFF</u></b>	<b><u>PAGE#7</u></b>
<b><u>D-ORGANIZATION AND MANAGEMENT</u></b>	<b><u>PAGE#10</u></b>
<b><u>E-REQUIRED ATTACHMENTS TO PROPOSAL-REQUIRED FORMS</u></b>	
<b><u>F-RESUMES, REFERENCES AND PHONE NUMBERS</u></b>	
<b><u>G-PROJECT LISTS</u></b>	



CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT CONTRACT NO.001072  
Contact: Sabrina Covalt (863) 255-0121  
sabrina@covaltgroup.com

#### A-EXECUTIVE SUMMARY

Founded in 2007, Covalt Group is a DBE certified company specializing only in the Compliance Specialist field positions to provide quality services to our Florida based clients. We have served various types of contracts with the Florida Department of Transportation and Local Agencies throughout Florida.

The Authority, a recipient of FHWA funds for the Wekiva Parkway projects, is required to ensure contract compliance with FHWA 1273 version dated May 1, 2012. Contractors who participate on Authority contracts are required to comply with Employment Opportunity (EEO), Disadvantaged Business Enterprises, (DBE), On-the-Job Training (OJT) and Wage Rate Special Provisions. We understand and believe we can meet the Authority's desire to engage with a professional Contract Compliance firm to monitor the contractor's performance of the construction contract for compliance with all requirements.

Our team has current up to date knowledge of Company EEO, Project EEO, DBE, OJT and Wages payroll procedures. We understand the Authority's and FHWA's goals related to contract time, money, quality, and contract documentation. We are aware of the critical time frames and methods for ensuring accurate collection of documentation, including the current DBE Commercial Useful Function documentation. We review and evaluate all reports and documentation from the prime and subcontractors for accuracy, completeness and timeliness.

Our team is well known for thoroughly understanding the FHWA's requirements, procedures, priorities, and expectations. Our team has leadership traits that include honesty, integrity, and decisiveness. We have a successful history of working well with other team members, consultants and contractors. Our team members have consistently received commendations by Department in areas such as EEO, DBE, OJT and Wage Provisions required by the FHWA. Our goal is to exceed the expectations of every client by offering the most effective and professional service.

Having served on many Consultant CEI teams on several federal funded projects, CGI understands the requirements of this type of contract and has assembled an excellent team with recent similar project experience. Our staff has keen awareness of the scope requirements, potential project issues, and is well prepared and uniquely qualified to undertake this important assignment for the Authority. We believe our team's previous project experience makes us an ideal choice to perform the requested services. Our team will provide you with the appropriate staff to ensure success. We propose that Sabrina Covalt will monitor primarily EEO, DBE and OJT. Amanda Porter will monitor the payroll compliance. Debbie Ganas will conduct QC Reviews and fill in when necessary for EEO, OJT, DBE and Wages.

CGI's employee policy is to use an RCS activity log along with our timesheets. We use this log to record what activity was done and when for accountability.

Our team understands our primary role as compliance specialists is to provide assistance to the Authority that the contractors working on your projects are in compliance with FHWA 1273 requirements. We will be working directly for you and will provide all services in accordance with the EEO Contract Compliance Workbook, as well as all procedures, policies, directives, specifications and standards. Each one of our proposed staff is familiar with and has a working knowledge of procedures regarding elements of the compliance program, EEO, DBE, OJT, Wages and Payrolls.

Building good relationships with all parties involved and working as a team is essential for the successful completion. The compliance specialist role is not what it used to be. There are many players involved and we all must work together in an environment where good coordination and communication is the accepted norm. CGI has the team to create this environment and will do an excellent job in facilitating good relationships between all parties involved. We all come together for a number of different reasons, but our goals are the same, to achieve peak performance and experience success. To succeed at the task, everyone involved needs to combine our efforts. Everyone has their own unique role, but each person's individual role must be recognized and appreciated. This effort will require an incredible amount of leadership, experience, dedication, coordination and communication.

Some of our team's positive traits are listening to instructions and repeating them back to ensure clarity. Mistakes and accidents are often the result of people failing to pay attention to what they are told. Our team is swift to hear and slow to speak avoiding misunderstanding and miscommunications. We understand our duties inside and out and pay attention to detail. We are aware of our responsibilities, and recognize how our duties affect other's workload. Our team is naturally upbeat, positive and easy to be around. When things are wrong, we see the solution to solving the problem. The Authority can depend on our team. We strive to achieve a consistent level of quality and excellence. We are known for performing tasks well all the time, not just some of the time. Simple commitments are important too. Our team stays on track. Not allowing things outside the job to steal time, attention, and energy from doing what we have been hired to do. We remain focused. We believe our team has built up a solid track record of





Below is samples of our monitoring methods and use of tools that our compliance specialists use on each individual project:

[illegible]

Approved by: _____ Date: _____		
Approved by: _____ Date: _____	Approved by: _____ Date: _____	Approved by: _____ Date: _____

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]



CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT CONTRACT NO.001072  
Contact: Sabrina Covalt (863) 255-0121  
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## B-UNDERSTANDING AND APPROACH

It is our understanding that the scope of the contract is to supply outstanding staff that will support and assist the Authority's Business Development Department to monitor and verify construction contract compliance related to the anticipated TIFIA loan for the Wekiva Parkway construction projects. These duties and responsibilities are to ensure that contractors that participate on Authority contracts comply with Federal Highway Administration's policies and procedures, Equal Employment Opportunity (EEO) and Affirmative Action (AA) Policy, Disadvantaged Business Enterprise (DBE) On-the-Job Training (OJT) and Federal Wage Rate Special Provisions required by the FHWA 1273 Contract Provisions, Federal-Aid Construction Contracts and the Florida Statutes and Administrative Codes.

We are known for documents being well organized. We believe that after completion of the project, when we are no longer involved, our files can speak for themselves. This makes it easy for an auditor, when compliance specialists are no longer involved in the project and no one is there to explain to the reader the documents or to verbally bridge the gaps in the paperwork. All incoming documents are consistently date stamped. We efficiently group documents by prime contractor and each subcontractor, and are grouped by the compliance program based on event and receipt.

Prior to construction of the project, we recommend conducting an initial face to face EEO support meeting with the contractor's personnel who will be submitting all required documentation. This starts the communication of what is expected before the Preconstruction Meeting and before the start of work; delivering the Preconstruction EEO Conference script, bulletin board package and any required forms. We believe in being the front line, set up and day to day technical assistance to the staff responsible for project level compliance monitoring of EEO, DBE, Payroll and OJT; being available for questions and answers to help with any tasks, obstacles or issues. Setting up for monitoring includes: Design and development of checklists, payroll tracking charts, etc for monitoring compliance on projects, Noncompliance; letters/timing, payroll violations and supplemental payroll corrections and record violations and resolutions. Monitoring DBE payment data from prime contractors and communicates status to the Authority and instructs prime on reporting requirements. We have experience in conducting onsite Compliance Reviews. Our team will ensure all documentation is aligned with FHWA programs having consistent, predictable and repeatable measures. We recommend using the FDOT EEO Contract Compliance Workbook, which is currently in the process of becoming a Manual, so contractors who have worked on previous Florida federal funded projects have the same experience on the Wekiva projects, preventing any confusion and aggravation.

At the Preconstruction Conference, compliance portion we discuss in detail the relevant special provisions of the project contract. The compliance specialist will review the Notice of Preconstruction invitation to make sure all the required attendees have been invited, FHWA, Contractor's EEO Officer, and the USDOT Office of Inspector General Office. We will send current EEO-DBE-OJT-Wages items to all parties to be discussed at the progress meetings and attend if further assistance is needed. CGI provides an Inspector Folder for each CEI team project.

**SUBCONTRACTS (FHWA 1273 Section I General 1):** FHWA states FHWA 1273 must be included in all Federal-aid contracts, in all subcontracts and in lower tier subcontracts. The compliance specialist within ninety (90) days of a federal aid construction contract execution, will issue to the prime a memorandum requesting copies of each legal agreement between the prime contractor (or 1<sup>st</sup> tier subcontractor) and subcontractor. The compliance specialist will ensure the agreement references and includes attachments of the FHWA 1273 dated 5-01-12 and the correct wage rate determination table per the contract in its entirety.

**EQUAL EMPLOYMENT OPPORTUNITY:** The prime is responsible for all subcontractors of \$10,000.00 or more to ensure they are in compliance with section 2 & 3 of the FHWA 1273. The compliance specialist will request from the prime construction contractor and all subcontractors/rental agreements with subcontracts/ rental agreements of \$10,000 or more the following EEO Documents.

### **COMPANY EEO REQUIREMENTS:**

- **EEO AA Plan and Policy (FHWA Section II, Part 3):** We will review their policy to ensure it adheres to the minimum requirements. If the contractor does not have an EEO AA Plan and Policy, the procedures and information for implementing a policy can be provided.
- **EEO Officer Identification (FHWA Section II, Part 2):** The compliance specialist will verify that contractors will identify their EEO Officers. Recommend FDOT Form#275-021-13.
- **Supervisory EEO Meeting (FHWA Section II, Part 3.a):** The compliance specialist will request copies of the meeting documents to verify that periodic meetings of supervisory and personnel office employees were conducted before the start of work and then not less often than once every six months. We recommend FDOT Form#275-021-05.
- **Non Segregated & Non Discrimination (FHWA Section II and Section III):** The compliance specialist will verify record keeping of the contractors' documentation to ensure that working conditions and facilities used or provided in association with employment are not discriminatory. Routine analysis is undertaken by the contractor to ensure a lack of



CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT CONTRACT NO.001072  
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discriminatory practices, confirm evidence of equal opportunity and ensure adequate and effective implementation of affirmative action. Recommend FDOT Form# 275-030-13.

- **Recruitment (FHWA 1273 Section II Part 4):** The compliance specialist will verify the contractors' compliance with recruitment. We recommend FDOT Form #275-021-21 but must also have the following attached:
  - Copies of applicant logs with referral sources, including walk-ins, are maintained by the prime; for the prime and each subcontractor of \$10,000.00 or more.
  - Copies of ads with the notation "An Equal Opportunity Employer", advertisements in publications with a large minority circulation in the area where project work force is drawn. Recruitment resources, i.e, newspaper ads and Employ Florida Career One Stop (the only public resource in Florida) postings. Employees are to be encouraged by the contractor to refer minority group applicants for employment.
  - Internal Training (FHWA 1273 Section II Part 6.) The compliance specialist will request documentation to verify if there are any internal training programs.
  - Spread of Wages (FHWA 1273, Section II, Part 5b.): The compliance specialist will request documentation to verify that the contractor has periodically evaluated the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

**PROJECT EEO REQUIREMENTS:**

- **EEO Information to Project Personnel (FHWA 1273 Section II, Part 3.e.):** The compliance specialist will request documentation where contractors have routinely informed their project employees of their equal employment opportunity (EEO) civil rights, contractor's policies, procedures, and various wage/payroll protections. The compliance specialist will verify if all project personnel have attended a meeting, or have received orientation of items against the certified payrolls. Recommend FDOT Form#275-21-06.
- **Annual July EEO Report (FHWA 1273 Section II Part 11.b.):** The compliance specialist will collect the July EEO Reports from all contractors active one or more days in July, Form#275-020-08 by August 20<sup>th</sup>. The compliance specialist will verify the July EEO Report against the certified payrolls and daily work report to ensure all full-time and part-time employees were accounted for, by sex and race for each of the job categories. Once the reports have been verified and are correct, the compliance specialist will combine all reports into one report Form#275-020-08 and submit for further processing to FHWA.
- **Jobsite Bulletin Board (FHWA 1273 Section II, Part 3d.):** The compliance specialist will inspect the bulletin board before workers first appear on the project and ensure all required information (posters) has been posted. The compliance specialist will continue to review the bulletin board and ensure compliance throughout the life of the project. Recommend FDOT Form #275-021-10 to perform these bulletin board inspections. Required posters are EEO is the Law, Florida Law Prohibits Discrimination, Notice, Employee Rights under the Davis Bacon Act, Wage Determination Appeal Process, EEO Officers (FDOT Form# 275-020-28), Family & Medical Leave Act Rights, OSHA, Employee Polygraph Protection, Wage Rate Determination Table and Additional Classification Requests.
- **EEO Contractor Compliance Analysis:** We recommend the contractor keep a copy of this document of their subcontractors on file.

**DISADVANTAGED BUSINESS ENTERPRISE:** Our team is experienced in monitoring contractors' DBE compliance per the DBE Specifications. We will urge contractors to utilize DBE's whenever possible. This would be part of the initial meeting with the contractor before the Preconstruction meeting.

We will verify that the contractor communicates and reports DBE commitments within 3 business days before the Pre-Construction Conference. Recommend FDOT Form#275-030-011A Anticipated DBE Participation Statement, to report the names and dollar amounts of the DBE's anticipated to be utilized on the projects. We review the certification of sublet, and check the DBE directory to verify DBE status of the subcontractor. If any DBE's are added, deleted, or the DBE contract dollar amount changes during the project we recommend the contractor provide a revised Anticipated DBE Participation Statement within 14 days of the change.

The compliance specialist will collect from the contractor monthly actual payments made to DBE's for work performed with their own workforce and equipment in the area in which they are certified. The compliance specialist will also monitor timely payments made to the DBE subcontractors. Contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each progress payment made to the prime contractor per Title 49 CFR.

An issue that has been emphasized often, is the importance of the Commercially Useful Function monitoring. FHWA has stressed coordination with the contractors to ensure that the DBE's on projects are performing the work that they are responsible for on the contract. The compliance specialist will verify documentation for commercial useful function before counting a DBE payment towards the DBE credit. Who is providing supervising and managing? Who are the workers employed by? Who owns equipment? We recommend FDOT Form#275-021-18 along with providing sufficient backup documentation. We will have a CUF form template



CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT CONTRACT NO.001072  
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established and ready for the Inspectors to conduct the CUF observations for the first 3 active months for the DBE subcontractors. The compliance specialist will use an excel spreadsheet to keep track of payments and when CUFs were conducted.

For DBE Trucking subcontractors, the contractor will submit the DBE Trucking Certification Form#275-030-14 monthly along the monthly actual payment. The compliance specialist will request copies of invoices attached to the ledger, vehicle registrations, a trucking list of who owns the trucks that may be referenced to invoices to show which trucks are counted as 100% DBE owned and which are counted for commission fees only, and a copy of a contract between the DBE trucking subcontractor and any owner operators to verify the commission fees percentage. CGI is experienced in confirming CUF, and calculating dollars for DBE trucking credit. Recommend FDOT Form#700-010-61 to verify that at least one of the DBE's 100% owned trucks was used at least once on this project so that the trucking dollars may be counted as DBE credit.

The compliance specialist will ensure DBE commitments and payments are timely reported to FHWA of June 1<sup>st</sup> (data covered from Oct 1<sup>st</sup> - March 31<sup>st</sup>) and December 1<sup>st</sup> (April 1<sup>st</sup> - Sept 30<sup>th</sup>) using the Appendix B to Part 26—Uniform Report of DBE Awards or Commitments and Payments Form.

**ON THE JOB TRAINING** The contractor will be required to provide On-the-Job training aimed at developing full journeymen/women in the type(s) of trade or job classification(s) involved in the project work. CGI recommends establishing and maintaining all documents related to On the Job Training Program per the FDOT Workbook/Manual. CGI will conduct a Training Evaluation Meeting held prior to the start of construction to finalize the number of trainees that will be required on a contract, to identify training classifications to be used, to develop and approve Proficiency Statements for those classifications and to develop and approve the initial On-the-Job Training Schedule.

The OJT Schedule FDOT Form#275-020-96 details the number of trainees to be trained in each training classification, the portion of the contract time during which training of each trainee is to take place, and the beginning and ending dates of training. The compliance specialist will monitor the OJT Schedule and notify the contractor if a revised OJT Schedule is required when an event on the approved schedule has been missed by 14 or more days or the contractor has requested a change in training classifications or a trainee terminates. The Trainee Enrollment and Notice of Personnel Action Form No. 275-020-08, is initiated by the contractor and sent to for approval of all actions associated with a trainee. This form is due within 7 days of the effective date of each action recorded thereon. Once the contractor has identified an employee to fill the position on the approved OJT Schedule, the compliance specialists is to ensure the employee is interviewed using FDOT Form#275-021-02. We will ensure timely submission of the Monthly Time Reports and verify the reports against payrolls and report inconsistencies. Training hours are subject to verification by the compliance specialist. We recommend the contractor initiate the observation of the trainee's proficiency and the compliance specialist be responsible for coordinating the scheduling of the proficiency observation. This insures the proficiency observation is not conducted prior to the minimum requirements being met by the OJT trainee.

PROJECT #	DOLLAR AMOUNT	EST. # TRAINEES
429-202	\$61,314,000.00	17
429-203	\$59,298,000.00	17
429-204	\$85,832,000.00	21
429-205	\$39,846,000.00	14
429-206	\$62,916,000.00	18

\*the actual number of trainees will be based on the actual contract amount.

**WAGES/PAYROLLS** The compliance specialist will verify payrolls are in compliance with Davis Bacon Act, Copeland Act, CWHSSA and FHWA 1273. All payrolls are required to be complete, in order to achieve compliance with the regulations FHWA 1273 Section V.

- **Wage Rate Tables:** The compliance specialist will review the contracts to ensure the correct wage table has been referenced and attached. Our compliance specialists have experience working on contracts with multiple wage decisions based on the type of construction or location of the work as working within multiple Counties.
- **Certified Weekly Payrolls (Form 700-010-69 May Be Used):** We recommend following the FDOT Workbook allowing the contractor and subcontractors an option to submit photocopy payrolls via email. Payroll and Wage requirements are applicable to the prime contractor, all subcontractors, and rental agreements w/ operator, regardless of their subcontract dollar amounts, and submitted via email or paper original. Payrolls are due within 7 days of the regular payment date of the payroll for each





CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT CONTRACT NO.001072  
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week of work performed. CGI has a process for determining when payrolls are due requesting the contractor's pay date and tracking on a excel spreadsheet.

- **Wage Rate Classifications and Additional Classification Requests (Form #700-010-07):** As always, prompt communication and coordination as a team are key to a successful project. As more design/build projects and new types of work come to our industry, we are also seeing different work classifications and even union work forces on projects that are a bit different than the usual work types and we will be attentive to that. Wage Rate and Classifications must be in accordance with the applicable Federal Wage Decisions assigned for each individual project. These will be checked to verify whether all employees performing work under the contract are being paid the prevailing hourly rate for his or her classification, are working foreman being reported on the payrolls, and is the contractor reporting employees who are working in one or more classifications correctly. This is another reason for ensuring up front communication to all subcontractors have been given receiving a copy of the Prevailing Wage Rate Table assigned to the project by reviewing their subcontracts. If a job classification will be used on the project and is not listed on the prevailing wage rate table, an Additional Classification Request must be e-mailed prior to start work on project. The requests can only be submitted by the prime contractor, any subcontractors making the request must do so through the prime contractor. Additional Wage Determinations Form No. 700-010-67 must be posted on the project bulletin board as soon as the request is approved.
- **U. S. Department of Labor Deductions:** Contractors are responsible for requesting USDOL permission for deductions which do not fall within the parameters of those deductions generally allowed as per the Copeland Act (Anti-Kickback Act). This permission is to be obtained before taking the deduction and is usually granted for a period of 1 year. The compliance specialist will collect copies of the USDOL letters of approval for deductions that require approval (cell phone, uniforms). Before the USDOL approval letter expires, the compliance specialist shall notifying the contractor giving them a friendly reminder that deductions will not be allowed after expiration date unless an updated letter has been submitted.
- **Fringe Benefits:** Our compliance specialist, Sabrina Covalt, has attended several USDOL seminars and conducted training for contractors. She has passed this training information on to her compliance specialists, Debbie Ganas and Amanda Porter. We understand how confusing calculating fringe benefits can be. CGI is experienced in calculating fringes and knowing what documentation to request to verify the funded or unfunded fringe benefit. We will look out for the Authority and ensure the contractor is correctly using fringe benefits and meeting the min. wage rate plus the fringe benefit per the wage rate determination table.
- **Overtime:** Our compliance specialists understand the regulations of CHWSSA. Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and on-half time the regular rate of basic pay plus the straight-time rate of any required fringe benefits.
- **Employee Labor Interviews:** The compliance specialist has a process for obtaining the required number of interviews each month and conducting a cross section of contractors. Recommend FDOT Form#700-010-63. The compliance specialist compares the interview against the payroll substantiating wage classification, rate, deductions and EEO Compliance, acting on the information submitted as necessary. The contractor will be notified of any discrepancies.

PROJECT #	DOLLAR AMOUNT	EST. INTERVIEWS
429-202	\$61,314,000.00	11
429-203	\$59,298,000.00	11
429-204	\$85,832,000.00	13
429-205	\$39,846,000.00	9
429-206	\$62,916,000.00	11

\*the actual number of interviews will be based on the actual contract amount.

**NONCOMPLIANCE PROCESS** The compliance specialists will submit deficiency communications to the prime for the prime and/or subcontractors noncompliance with the compliance programs requirements including the submission of required data upon request in any element of the program regarding DBE, EEO/AA, OJT, Wage Rates and Payrolls. We recommend following the FDOT Workbook/EOC Contract Compliance Manual Section 1.6 and 6.6.2. Using two sanctions to be applied when a performance deficiency exists; withholding a monthly progress estimate and issuing a performance deficiency letter. We encourage communication and coordination with all CEI Project Administrators to combine noncompliance issues with letters that may need to be issued by the project staff. We will also keep all parties informed when the noncompliance has been resolved.

- **Notice of Noncompliance letter for EEO, DBE and/or OJT:** This letter is issued once a month per the FDOT Workbook/EOC Contract Compliance Table related to DBE, EEO and OJT. Some instances of noncompliance could be the OJT Schedule is past the 14 days of a trainee start date and the contractor has failed to submit a Revised OJT Schedule timely, the jobsite bulletin board



CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT CONTRACT NO.001072  
Contact: Sabrina Covalt (863) 255-0121  
sabrina@covaltgroup.com

EEO Officer poster has not been updated to include a new subcontractor over \$10,000.00 before the subcontractors begin work date.

- **Notice of Noncompliance Non Receipt of Payroll/Incomplete or Incorrect Statement of Compliance letters:** The compliance specialist will issue a notice letter to the contractor if the contractor or subcontractor failed to submit certified payrolls for the week they worked on the project (attached DWR showing activity), or if the Statement of Compliance (Part 1 of the Payroll form) is incomplete or incorrect.
- **Notice Of Payroll Violation (Form 700-010-59):** A Payroll Violation is issued by the compliance specialist when it is determined the certified payroll does not comply with the minimum wage requirements, the submitted wage/payroll information is incomplete or erroneous, or unauthorized deductions were made. Payroll violations are notified to the Federal Highway Administration. We recommend payroll training with the contractor and subcontractors ahead of time to prevent less submission of payroll violations. Some common mistakes are math errors, an employee was interviewed but doesn't show up on the payroll for the work week, or a loan deduction but an authorized employee deduction loan letter was not submitted with or before the payroll was submitted.

### C. EXPERIENCE OF FIRM AND ABILITY OF STAFF

Delivering the highest level of quality services is paramount to ensuring a successful project and will provide a direct, positive reflection on both the Authority and the consultant teams. Our team members understand and are committed to this core value for the project.

CGI's selection for this contract will provide Authority with the appropriate staffing to ensure that all compliance requirements are met successfully on projects. Our team has over 61 years of combined Resident Compliance Specialist experience. Each of our personnel maintains all of the necessary qualifications and certifications outlined in the scope of services.

Sabrina Covalt will lead the team and manage this contract as the contract compliance manager. She will be the primary point of contact. Debbie Ganas will act as the secondary point of contact and provide additional support as necessary. Both Mrs. Covalt and Mrs. Ganas have extensive experience in working on federal funded projects. This experience and knowledge of the compliance, coupled with their hands-on approach to managing projects, adds tremendous value and is a critical component of the CGI commitment to a successful contract for the Authority. Mrs. Covalt will maintain continuous communication with the team and with the Authority's Project Manager for this contract. She will ensure assignments are adequately staffed with the correct people and that all job tasks are being appropriately and accurately completed. Our goal is to do it right the first time every time.

Sabrina Covalt President of CGI, Inc. has 19 years' experience in compliance. Ms. Covalt will serve as the primary contact and will provide Compliance Specialist services in EEO, OJT and DBE. She is currently serving as the FDOT District One LAP Oversight Compliance Specialist until March 2015. Her duties are conducting oversight to the Local Agencies Resident Compliance Specialists to working as a Resident Compliance Specialist. Sabrina has worked primarily in FDOT District One providing outstanding compliance services. Sabrina has proven leadership in training other RCS's and contractors. If a contractor requests help she is there for the prime contractor and all their subcontractors to go over any area of the compliance program. She has an outstanding reputation and industry respect. Sabrina will be responsible for all facets of compliance specialist duties, including monitoring EEO compliance, OJT, DBE monitoring, payroll compliance; responsible for documentation, and reporting activities. Past FDOT D1 CCCA Performance Reviews 100% on 5/16/12 and 99% on 7/14/11.

Reference; Carey Shepherd, FHWA Civil Rights Program Coordinator, (850) 553-2206

Debbie Ganas will have 37 years as of May 2015, with much of her experience being in FDOT District One as a FDOT employee with Sarasota Operations, that experience is what makes her the right compliance specialist for you. Ms. Ganas will provide peer review and QC support. She is outstanding in monitoring contractors' DBE compliance per specifications and EEO per FHWA 1273. She is also people-oriented, a true team player and has outstanding communication skills with contractors.

Reference; Jacquelin Brown, FDOT D1 DCCM (863) 519-2757

Amanda Porter has 5 years experience and is currently working on the FDOT District One with reviewing payrolls. She is familiar with the USDOL requirements of wages. Amanda has experience with policy of payroll documents and using payroll logs and moving payrolls over to a secured, shared folder. Amanda will be responsible for all facets of monitoring payroll compliance; responsible for documentation, and reporting activities. She reviews the CEI Daily Work Reports for all construction activity on all projects. Each DWR will be analyzed for content in order to determine the status of active contractors (prime and subcontractors). Past FDOT D1 CCCA Reviews Reference; Carmen Mayer, FDOT RCS (239) 985-7863



CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT CONTRACT NO.001072  
Contact: Sabrina Covalt (863) 255-0121  
sabrina@covaltgroup.com

#### Availability of Staff

Employee Name/Location	Current Role	Projected Role	Percent (%) Available
Sabrina Covalt Lakeland-Polk County	OCS- CB943 40%	Compliance Manager QC/QA EEO DBE OJT	100% as of Mar-15
Amanda Porter Ocoee-Orange County	RCS- CB943 90%	Compliance Specialist WAGES	100% as of Mar-15
Debbie Ganas Sarasota-Sarasota County	RCS- CB943 30%	Compliance Specialist QC/QA EEO DBE OJT WAGES	100% as of Mar-15

#### Quality/Experience on Similar Projects

##### FDOT District 1 Continuing Services Contract Compliance Specialists C9B43 417365-1-62-01

Provided support to the District's Compliance Program as Resident Compliance Specialists, assisting Fort Myers, Sarasota Operations centers and monitoring all the District's Local Agencies Projects. Monitoring the Contractors' performance of the Construction Contract for compliance with all requirements of EEO/AA, DBE, OJT and Wage Rate Provisions by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes. Observed the Contractors' reporting activities for contract compliance. Identified discrepancies, report significant discrepancies to the Depart and direct the Contractor to correct discrepancies. Provided oversight of Local Agencies to determine that each Agency complies with the requirements of the LAP manual and related contract compliance processes. Informed the LAP RCS and the Construction Project Manager of any significant omissions, substitutions, and deficiencies noted in the documentation of the Contractor and the corrective action that has been directed to be performed by the Contractor. Ongoing technical assistance and communication with the LAP RCS. Maintained record/files to adhere to Federal and State rules and regulations concerning the compliance program. Prepared correspondence to contractors and Department personnel with regards to the state of compliance and directed by Department procedures and directives by the DCCM. Attended Preconstruction conferences to inform contractors of their obligations relating to EEO/DBE/OJT/Wages. Reviewed Daily Work Reports for all construction projects. Reviewed contractors' payrolls for format, classification, pay and timely submittal. When necessary, issued noncompliance notices to contractors following the FDOT EEO Contract Compliance Workbook in Section 1 and 6.

##### FDOT District 1 GCE C8154 409988-1-62-02 / C9242 409988-1-62-03

Provided support to the District's Compliance Program as Resident Compliance Specialists, Assisting Fort Myers and Sarasota Operations centers. Monitoring the contract compliance program which consists of four program areas: DBE, EEO/AA, OJT and Wages and Payrolls. Attending Preconstruction Meetings and other meetings when necessary keeping Contractor up to date with EEO documentation outstanding/required. Keeping compliance records up to date. Conducting contractor EEO verification compliance reviews.

##### FDOT District 4 Oversight CEI for ARRA LAP projects in Palm Beach County

42380916201, 42648116201, 42637716201, 42525916201, 42032516201, 42648416201, 42689816201  
ARRA-021-B, ARRA-025-B, ARRA-030-B, ARRA-016-B, ARRA-027-B, ARRA-026-B, ARRA-029-B

Provided ARRA Oversight Compliance monitoring to ensure Local Agency compliance with Construction Contract Documents and Federal Contract Compliance (EEO, Payroll, DBE and ARRA reporting). Designed project level compliance tools and oversight monitoring tools. Available for questions and answers and any training needed, one major area was payroll fringes, in how to calculate and what documentation is needed to verify the funded or unfunded fringe.

##### FDOT District 1 District Wide CCEI Support A C9113 198286-1-62-08

Providing compliance specialists support for FIN#195765-1-52-01 Contract#T1407 project. The compliance specialist provided surveillance of the contractor's compliance with Construction Contract requirements. Responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist kept all related documents and correspondence accurate and up to date; attended all compliance reviews and furnished the complete project files for review, and assisted the DCCM when requested.



Compliance Services for Central Florida Expressway Authority (Florida Turnpike Project)  
Project/Id Number: 422-2021-6-30-203 / 422-2017-422-205 / 422-205 - 422-205

	1970	1971	1972	1973	1974	1975
Leaving Date	1/10	1/20	1/10	1/10	1/10	1/10
DOI Ref. Date	3/20/70	3/20/71	4/10/72	4/10/73	4/10/74	4/10/75
DOI Ref. Date	3/20/70	3/20/71	4/10/72	4/10/73	4/10/74	4/10/75
Continued Duration	600	600	760	880	880	880
Continued Duration	600	600	760	880	880	880
Total C.R. Duration	172	172	182	212	212	212
Calculated Average						

[illegible][illegible][illegible]

Crop	2010												2011												2012												Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Wheat	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Barley	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Oats	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rye	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Buckwheat	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Millet	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sorghum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Barnyard Grass	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Coarse Grain	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Small Grain	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Grain	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Hay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Forage	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Stocking	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feed	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0</																				

1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80																				





CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT CONTRACT NO.001072

Contact: Sabrina Covalt (863) 255-0121  
sabrina@covaltgroup.com

#### D. ORGANIZATION AND MANAGEMENT

There are 3 things that will make the contract successful; having the right staff, having a good understanding of the responsibilities of the contract, and providing appropriate follow-up. The first two are discussed in other sections of Experience of Firm and Ability of Staff and Understanding and Approach. The third will come through our Quality Control/Quality Assurance program. As a Company, we take QA/QC seriously, and strive to provide adequate follow-up so that we can be assured the client is getting what they are paying for. CGI is a small DBE corporation specializing only in compliance since our inception. CGI's staff has 61 years of combined experience in all aspects of compliance. CGI's main location is in Lakeland at 653 Hunters Run Blvd. CGI has a remote location in Ocoee, located at 2462 Ocean View Blvd., Suite# 202.

CGI proposes Sabrina Covalt to be the lead person for this contract. Sabrina is a subject matter expert in issues of compliance including EEO, DBE, Payroll compliance, FHWA 1273 Regulations, etc. She is routinely sought after by many in the industry for her knowledge on these issues. Sabrina can work out of our remote Ocoee location, or if the Authority prefers, CGI will lease office space near the project(s). Sabrina will handle all of the issues for EEO, DBE, OJT and QA for wages on Project #'s 429-202, 429-203, 429-204, 429-205, and 429-206. Sabrina will schedule compliance meetings with the Authority monthly to ensure the coordination of the projects. Sabrina will conduct the monthly employee labor interviews. In addition, Sabrina will assist in payroll monitoring as needed.

CGI proposes Amanda Porter for payroll monitoring on Project #'s 429-202, 429-203, 429-204, and 429-205. Ms. Porter has been working with CGI for 5 years monitoring payrolls. She has proven herself time and again in this challenging environment. The CCCA reviews of the last two projects that she has been working on were scored a 97% and 94% respectively. She has a tracking mechanism for monitoring due dates of noncompliance notices and payroll violations to ensure subsequent notices are issued in a timely manner if necessary. She is aware of indicators that may detect biweekly verses weekly payrolls. She has excellent communication skills, and thrives on completing her projects with excellence. Ms. Porter can work out of our remote Ocoee location, or another location that the Authority may prefer.

CGI proposes Debra Ganas for QC/QA and monitoring payrolls for Project # 429-206. Ms. Ganas brings with her 37 years experience in the compliance field. Ms. Ganas has a wealth of experience and has handled multiple high dollar projects at the same time on her own for FDOT Sarasota Ops. Ms. Ganas has received awards and recognition from FDOT for exemplifying the highest standards of service. Ms. Ganas is extremely patient and helpful when it comes to helping our clients navigate the learning curves of compliance. Ms. Ganas can work out of our remote Ocoee location, or another location that the Authority may prefer.

Each team member will be equipped with a mobile phone capable of sending emails instantly and a laptop computer having secure, wireless internet access so that they can be in constant contact. Any issues that arise will be handled immediately; the Authority will be notified and the issue resolved. All CGI employees are provided with all safety equipment required. In today's digital age of instant access to information, maximizing the ability to receive and transmit information is paramount. Keeping up with and even ahead of the main stream of how that technology is applied provides value that our team can bring to this project. As a firm, we are constantly looking for ways to better utilize that technology. One of our ideas is the use of a corporate shared file to make information available instantly to all team members. All of the necessary communications can be uploaded through the shared file and be available instantly. Our team members are currently providing these same services to the FDOT District One. Furthermore, because we have provided similar services to other Districts and Local Agencies, we also bring the lessons learned from what they tried, both successfully and unsuccessfully. This will give the Authority the ability to be the leader in providing these services when compared to others. We are proud that our staff members have good working relationships with CEI firms and contractors and are knowledgeable about the current compliance specialist process.

The CGI Team will handle these projects with a focus on timely issue resolution. With our project experience and knowledge, we will proactively minimize issues that may arise, immediately correct any documentation errors and avoid additional costs that come from improper or incomplete documentation through communication and coordination. The CGI Team members have worked together in the past to successfully complete projects ensuring that all the paperwork and documentation necessary to meet the reporting requirements has been properly executed. It is our commitment to the project owner, and our corporate commitment to our staff, that has allowed us to be successful in the past. And it is because of that commitment that we have been able to maintain a highly efficient and dedicated staff to handle any type of project and assist the Authority with any of their needs.

At CGI, we take great pride in our work. We are committed to delivering responsive, effective and innovative compliance services to the Authority through every contract, every time. We are eager to continue this commitment with you. No one will work harder or more cohesively with your Project Manager to successfully deliver this project on time to your customers.

Sincerely,

*Sabrina Covalt 2/07/15*  
Sabrina Covalt, President

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT  
CONTRACT NO. 001072**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND  
CODE OF ETHICS**

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

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

COVALT GROUP INC  
Company Name

By: SABRINA COVALT *Sabrina Covalt*

Title: President

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
ACKNOWLEDGMENT OF ADDENDUM  
CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT  
CONTRACT NO. 001072**

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

Addendum No.	<u>1</u>	Dated	<u>2/24/15</u>	Proposer Initial	<u>DMC</u>
Addendum No.	_____	Dated	_____	Proposer Initial	_____
Addendum No.	_____	Dated	_____	Proposer Initial	_____
Addendum No.	_____	Dated	_____	Proposer Initial	_____
Addendum No.	_____	Dated	_____	Proposer Initial	_____

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CONFLICT/NONCONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

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

**OR**

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

**LITIGATION SUMMARY**

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

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

**CHECK ONE**

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

**OR**

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

COVALT GROUP INC  
COMPANY NAME

Sabrina Covalt  
AUTHORIZED SIGNATURE

SABRINA COVALT  
NAME (PRINT OR TYPE)

PRESIDENT  
TITLE

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DRUG-FREE WORKPLACE FORM**

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

COVALT GROUP INC.

Name of Business

does:

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

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

Sabine Covalt  
Proposer's Signature

2/27/15  
Date



## COMPANY REFERENCES

### *FDOT References:*

Jacquelin Brown, FDOT D1 DCCM (863) 519-2757  
Adrienne Brown, FDOT D4 DCCM, (954) 777-4389  
Geraldynn Morgan, FDOT D5 DCCM, (386) 943-5356

### *Consultant References:*

H. Richard Howarth, P.E., CardnoTBE (727) 431-1621  
Mark Puckett, P.E., DRMP, Inc. (863) 686-7100  
Larry Zagardo, P.E., Jacobs Engineering (863) 519-2344

### *Contractor References:*

Megan Nienhouse, H&J Contracting (561) 791-1953 Ext 50  
John Zemina, Kimmins Contracting (813) 579-1074  
Neil Monkman, Wright Construction (239) 481-5000

### *Local Agency References:*

Lana Braddy, City of Lakeland Special Projects Coordinator (863) 834-6779  
Jimmy Feagle, City of Leesburg Deputy Director of Public Works (352) 435-9442



## ***SABRINA COVALT***

## ***RESIDENT COMPLIANCE SPECIALIST***

Mrs. Covalt has over eighteen years of resident compliance experience. She is thoroughly familiar with EEO procedures and can interpret and apply EEO construction regulations. Mrs. Covalt founded Covalt Group in 2007.

### **FDOT CERTIFICATIONS & SEMINARS**

Statewide RCS Training 2005 & 2007	D1, D4 & D5 Annual RCS Workbook 2009-2014
EOC System	LAP DBE Program D1, D4, D7
Anatomy of FHWA 1273	USDOL Prevailing Wage Rate Conference 2011 & 2012
Compliance CBT 2011	Orlando Compliance Training CPR 2011
EEO, DBE & Payroll Compliance on LAP Including USDOT, OIG Video	
FHWA Conducting Effective Contract Compliance Reviews 2014	

### **REPRESENTATIVE PROJECTS**

**Covalt Group, Inc./Genesis CEI** **September 2013 – March 2015**  
FDOT District 1 Description: C9B43 Continuing Services Contract  
Role: Serving as the *Oversight Compliance Specialist*, to ensure that the Local Agencies are monitoring LAP Contractors EEO/DBE/Payroll & OJT compliance and conducting CCCA reviews.  
Project Manager/Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757

**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.** **January 2014-February 2015**  
FIN: 407463-3-58-01 District 5 City of New Smyrna Beach  
Description: New Smyrna Beach Trail  
Role: Serving as the *LAP Resident Compliance Specialist*, duties are maintaining EEO paperwork, project interviews, reviewing the bulletin board, and DBE payments in EOC System.  
Reference: Rick Langley, P.E., DRMP Senior Project Engineer (863) 686-7100

**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.** **June 2013-April 2014**  
FIN: 407463-3-58-01 District 5 Flagler County  
Description: County Road 305 Bridge Replacement Bridge No.734082  
Role: Serving as the *LAP Resident Compliance Specialist*  
Reference: Rick Langley, P.E., DRMP Senior Project Engineer (863) 686-7100

**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.** **August 2012-November 2013**  
FIN: 417257-3-58-01 District 5 Osceola County  
Description: ATMS Phase III  
Role: Serving as the *LAP Resident Compliance Specialist*  
Reference: Mark Puckett, P.E., DRMP Vice President (863) 686-7100

**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.** **February 2013-September 2013**  
FIN: 428121-1-58-01 District 1 City of Lakeland  
Description: Main Street Beautification Project  
Role: Serving as the *LAP Resident Compliance Specialist*  
Reference: Lana Braddy, City of Lakeland Special Projects Coordinator (863) 834-6779

**Covalt Group, Inc./Jacobs Engineering** **February 2010-September 2013**  
Project Manager: Larry Zagardo (813) 477-9506  
FDOT District 1  
Description: GEC CEI  
Role: Serving as the *Resident Compliance Specialist*  
Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757



**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.**

August 2012-April 2013

FIN: 424444-1-58-01 District 5 City of Leesburg

Description: Wildwood Trail Project

Role: Serving as the *LAP Resident Compliance Specialist*

Reference: Jimmy Feagle, City of Leesburg Deputy Director of Public Works (352) 435-9442

**Covalt Group, Inc./Corradino Group, Inc.**

January 2010-August 2012

Project Manager: Debra Ihsan (561) 370-1107

FIN: 423809-1/426481-1/426377-1/425259-1/420325-1/426484-1/426898-1/426382-1 FDOT District 4

Description: CEI Oversight ARRA & LAP Palm Beach County Projects

Role: Serving as the *Oversight Compliance Specialist* to ensure that the Local Agency is monitoring LAP & ARRA Contractor's EEO/DBE/Payroll & OJT compliance and conduct CCCA reviews.

Reference: Mel Pollock, P.E.- Corradino Group VP of Engineering (561) 697-2522

**Covalt Group, Inc./Palm Beach County Parks & Recreation**

April 2011-September 2011

FIN: 416139-1-58-01 FDOT District 4

Description: LAP South Bay RV Park

Role: Serving as the *LAP Resident Compliance Specialist*

Reference: Richard Peterson, FDOT LAP Compliance Program Manager (561) 370-1130

**Covalt Group, Inc./City of Lakeland**

June 2010-December 2011

FIN: 422745-1-58-01/422801-1-58-01 FDOT District 1

Role: Serving as the *LAP Resident Compliance Specialist*

Reference: Lana Braddy, City of Lakeland, Special Projects Coordinator (863) 834-6779

**Covalt Group, Inc./Corradino Group, Inc.**

March 2010-February 2011

Project Manager: Kris Kehres, FDOT

FIN: 415302-1-52-01 FDOT District 4 SR 716 from Florida Turnpike to Petunia Avenue

Role: Serving as the *Resident Compliance Specialist*

Reference: Adrienne Brown, FDOT D4 Compliance Manager (954) 777-4389

**Covalt Group, Inc./Metric Engineering**

March 2010- November 2010

Project Manager: Crystal Gorman, FDOT

FIN: 406314-3-52-01 & 426786-1-52-01 FDOT District 1

Description: I-75 N River Road to N SR 681 & I-75 Bonita Beach Road

Role: Serving as the *Resident Compliance Specialist*

Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757

**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.**

March 2009-November 2009

Project Manager: Mickey Kelley (772) 489-7129

FIN: 416418-1-52-01 FDOT District 4

Description: Indian River Signal Group 3 Project - Total Contract Amount: \$2,673,642.28

Role: Serving as the *Resident Compliance Specialist*

Reference: Marty Anderson/Adrienne Brown, FDOT D4 Compliance Manager (954) 777-4389

**Genesis CEI**

October 2008-January 2010

Project Manager: Tom Lay (813) 233-3822

FIN: 415489-2-52-01 FDOT District 7 Hillsborough County

Description: US 301 Widening from Balm Road to Gibsonton Drive

Role: Serving as the *Resident Compliance Specialist/Admin*

Reference: Joyce Joliff, FDOT D7 Compliance Manager

**Covalt Group, Inc./Jacobs Civil Engineering Served as D3 RCS**

April 2007-September 2007

Mid-State Consultants/DRMP - Served as D1 OCS

June 2002-May 2007

Quest Corporation of America/TBE - Served as D7 RCS

June 2001-May 2002

Washington Infrastructure -Served as D1 RCS

August 1999-May 2001

HW Lochner, Inc. -Served as Turnpike Polk Parkway RCS

August 1998-July 1999

Greenhorne & O'Mara, Inc., -Served as Turnpike Polk Parkway RCS

April 1997-June 1998

Tampa Bay Engineering, Inc. -Served as D1 RCS

September 1996-April 1997





**SOME OF THE PROJECTS GOALT GROUP HAS WORKED ON:**

DISTRICT	FIN#	COUNTY	DESCRIPTION
5	407463-3-58-01	Flager	CR 305 Bridge Replacement Bridge #734082-LAP FAP
5	417257-3-58-01	Osceola	ATMS Phase III Design Build- LAP FAP
5	424444-1-58-01	Leesburg	Leesburg Wildwood Trail- LAP FAP
5	430078-1-58-01	NSB	New Smyrna Beach Trail
4	416418-1-52-01	Indian River	Indian River Signal Group 3 – FAP with OJT
4	415302-1-52-01	St. Lucie	SR 716 Florida Turnpike to Petunia Ave – FAP with OJT
4	416139-1-58-01	Palm Beach	Palm Beach County South Bay RV Park – LAP FAP
4	423809-1-58-01	Palm Beach	ARRA Blue Gill Trail – Oversight LAP FAP
4	426481-1-58-01	Palm Beach	ARRA Forest Hill Blvd – Oversight LAP FAP
4	426377-1-58-01	Palm Beach	ARRA Military Trail – Oversight LAP FAP
4	425259-1-58-01	Palm Beach	ARRA Jupiter Trail – Oversight LAP FAP
4	420325-1-58-01	Palm Beach	ARRA A1A – Oversight LAP FAP
4	426484-1-58-01	Palm Beach	ARRA Royal Palm Beach Blvd. – Oversight LAP FAP
4	426898-1-58-01	Palm Beach	ARRA Seacrest Blvd. – Oversight LAP FAP
4	426382-1-58-01	Palm Beach	ARRA Pembroke Pines – Oversight LAP FAP
3	409025-1-52-01	Lee	SR 20 (US 27) to SR 261 (US 319) FAP with OJT
1	413044-4-52-01	Sarasota	I-75 Sumter to River FAP with OJT
1	421116-1-52-01	Lee	US 41 SR 739 FAP with OJT
1	431041-1-58-01	Sarasota	City of North Port Price Biscayne Dr Oversight LAP FAP
1	415621-2-52-01	Collier	US 41 SR 951 FAP with OJT
1	429547-1-52-01	Lee	SR 45 US 41 FAP with OJT
1	430870-1-58-01	Collier	Collier County Fiber Network Oversight LAP FAP
1	429915-1-58-01	Collier	Collier County Shadowlawn Sidewalk Oversight LAP FAP
1	429902-1-58-01	Collier	Collier County Sidewalks Oversight LAP FAP
1	428139-1-58-01	Charlotte	Punta Gorda Bike Path Trail US 41 Oversight LAP FAP
1	429200-1-58-01	Collier	City of Marco Island Tommy Barfield Sidewalk and Charter Middle School Oversight LAP FAP
1	429880-1-58-01	Polk	Polk County Clubhouse Rd. Oversight LAP FAP
1	428118-1-58-01	Polk	City of Winter Haven Bike Path Trail 3 <sup>rd</sup> St. Oversight LAP FAP
1	429833-1-58-01	Polk	City of Winter Haven Bike Path Chain of Lakes Oversight LAP FAP
1	420872-1-58-01	Sarasota	City of North Port US41-Biscayne Dr Oversight LAP FAP
1	416230-1-58-01	Hendry	Overhead Roadway Lighting SR 80 Oversight LAP FAP
1	410277-1-58-01	Highlands	Highlands County College Dr. Oversight LAP FAP
1	426836-1-58-01	Collier	Collier County Wildlife Crossing Oversight LAP FAP
1	430058-1-58-01	DeSoto	DeSoto County Gateway Signs Oversight LAP FAP
1	404679-7-58-01	DeSoto	DeSoto County Bike/Pedestrian Oversight LAP FAP
1	427352-1-58-01	Lee	Lee County Widening 6 Mile Cypress Oversight LAP FAP
1	429901-1-58-01	Collier	Collier County White Blvd. Oversight LAP FAP
1	429903-1-58-01	Collier	Collier County Golden Gate Pkwy Oversight LAP FAP
1	429898-1-58-01	Collier	City of Marco Island Sidewalks Oversight LAP FAP
1	431020-1-58-01	Manatee	Manatee County Gulf Dr. Oversight LAP FAP
1	431019-1-58-01	Manatee	Manatee County SR 70 Oversight LAP FAP
1	429867-1-58-01	Manatee	Manatee County SR 684 Oversight LAP FAP



DISTRICT	FIN#	COUNTY	DESCRIPTION
1	429897-1-58-01	Collier	Collier County Oasis Blvd. Sidewalks Oversight LAP FAP
1	420974-3-58-01	Sarasota	Sarasota County ATMS Phase 3 Oversight LAP FAP
1	420974-4-58-01	Sarasota	Sarasota County ATMS Phase 4 Oversight LAP FAP
1	430163-1-58-01	Sarasota	City of Sarasota Geenar/Alderman Oversight LAP FAP
1	433279-1-58-01	Sarasota	City of Sarasota Osprey Ave ATMS Oversight LAP FAP
1	420655-1-52-01	Collier/Lee	IROX – FAP with OJT
1	406314-3-52-01	Sarasota	ARRA I-75 N River Road – FAP with OJT
1	426786-1-52-01	Lee	I-75 Bonita Beach Road FAP
1	422745-1-58-01	Polk	City of Lakeland Parker St – LAP FAP
1	422801-1-58-01	Polk	City of Lakeland East West Connector – LAP FAP
1	195410-1-52-01	Collier	ARRA Marco Island Jolley Bridge – FAP with OJT
1	198010-4-52-01	Sarasota	ARRA US 301 Myrtle Ave to Desoto Rd – FAP with OJT
1	411036-1-52-01	Lee	ARRA I-75 Colonial to SR 82 – FAP with OJT
1	411037-1-52-01	Lee	ARRA I-75 Luckett Rd. – FAP with OJT
1	419804-1-52-01	Manatee	I-75 University Pkwy to Curiosity Creek – FAP with OJT
1	420613-1-52-01	Sarasota	I-75 US 301 & SR 70 – FAP with OJT
1	420616-1-52-01	Manatee	I-75 US 301 & SR 70 – FAP with OJT
1	425222-1-52-01	Hendry	SR 29 Caloosahatchee River – FAP
1	426635-1-52-01	Manatee	ARRA ATMS Phase II – FAP
1	426741-1-52-01	Glades	ARRA CR 720 Resurfacing – FAP
1	426743-1-52-01	Hendry	ARRA CR 832 SR 29 – FAP
1	195765-1-52-01	Lee	SR 45 Corkscrew Rd to San Carlos Blvd – FAP with OJT
1	195416-4-52-01	Collier	SR 84 Santa Barbara Blvd to Radio Rd – FAP
1	408286-2-52-01	Hendry	SR 80 from CR 833 to US 27 – FAP
1	412636-2-52-01	Lee	ATMS Phase I – FAP
1	417248-4-52-01	Collier	US 41 from SR 29 to Dade County Line – FAP
1	420633-1-52-01	Hardee	US 17 S Sweetwater Rd to 7th Ave – FAP with OJT
1	428121-1-58-01	Polk	City of Lakeland Main Street – LAP FAP
1	414730-1-52-01	Various	I-75 ITS Charlotte, Manatee, & Sarasota – FAP with OJT
1	415490-1-52-01	Desoto	US 17 SR 35 – FAP
1	413887-3-52-01	Sarasota	SR 72 Myakka River – FAP
1	425234-1-52-01	Manatee	Lorraine Road to CR 676 – FAP
1	429978-1-52-01	Manatee	Advanced Signing I-75 SR 70 to SR 64 – FAP



***LIST OF SOME OF THE CONTRACTORS ON THE PROJECTS:***

- APAC
- Ajax Paving
- Acme Baricades
- Astakli Construction
- American Lighting and Signalization
- Better Roads
- Bob's Baricades
- CMA Corporation
- Curb Systems
- Cone & Graham
- Coastal Marine
- CW Roberts Contracting
- Community Asphalt
- Edens Construction
- Florida Safety Contractors
- Gator Grading & Paving
- GCE Services
- Guymann Construction of FL
- H&J Contracting
- Highway Safety Devices
- Johnson Brothers
- Kelly Brothers
- Kimmons Contracting
- L Cobb
- L & S Concrete
- McShea Contracting
- MSB Service
- McRae Enterprises
- McLeod Land Services
- Quality Enterprises
- RIPA Construction
- Road Runner Highway Signs
- Roadsafe Traffic Systems
- SEMA Construction
- Suncoast Paving
- Signal Group
- Spectrum Underground
- Superior Asphalt
- Traffic Control Products
- Wright Construction
- Traffic Control Devices
- Turtle Southeast
- Transcore ITS
- ZEP Construction

## PROPOSED PROJECT STAFFING COSTS

### COVALT GROUP INC.

Compliance Services for Central Florida Expressway Authority Wekiva Parkway Projects

Project Numbers: 429-202 / 429-203 / 429-204 / 429-205 / 429-206

	Total (All Projects)	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	est 4/2015	est 2/2018	33.5	5527.5	\$54.00	\$298,485.00
	Amanda Porter-RCS Wages			33	5445	\$54.00	\$294,030.00
	Debbie Ganas- RCS			27.75	4578.75	\$54.00	\$247,252.50
				94.25	15551.25		\$839,767.50

	Coordination Mgrs, Precon, Setting up, Maintaining Office	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	est 4/2015	est 2/2018	3	495	\$54.00	\$26,730.00
	Amanda Porter-RCS Wages			2	330	\$54.00	\$17,820.00
	Debbie Ganas- RCS			2	330	\$54.00	\$17,820.00
				7.00	1155		\$62,370.00

	429-202	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	6/2015	4/2017	7.2	1188	\$54.00	\$64,152.00
	Amanda Porter-RCS Wages			12.5	2062.5	\$54.00	\$111,375.00
	Debbie Ganas- RCS			2.75	453.75	\$54.00	\$24,502.50
				22.45	3704.25		\$200,029.50

	429-203	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	8/2015	4/2017	5.7	940.5	\$54.00	\$50,787.00
	Amanda Porter-RCS Wages			7.5	1237.5	\$54.00	\$66,825.00
	Debbie Ganas- RCS			2.25	371.25	\$54.00	\$20,047.50
				15.45	2549.25		\$137,659.50

	429-204	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	1/2016	1/2018	8.95	1476.75	\$54.00	\$79,744.50
	Amanda Porter-RCS Wages			8.5	1402.5	\$54.00	\$75,735.00
	Debbie Ganas- RCS			8.25	1361.25	\$54.00	\$73,507.50
				25.7	4240.50		\$228,987.00

	429-205	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	5/2016	11/2017	4.45	734.25	\$54.00	\$39,649.50
	Amanda Porter-RCS Wages			3.5	577.5	\$54.00	\$31,185.00
	Debbie Ganas- RCS			3	495	\$54.00	\$26,730.00
				10.95	1806.75		\$97,564.50

	429-206	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	4/2016	12/2017	5.2	858	\$54.00	\$46,332.00
	Amanda Porter-RCS Wages			0	0	\$54.00	\$0.00
	Debbie Ganas- RCS			10.5	1732.5	\$54.00	\$93,555.00
				15.7	2590.5		\$139,887.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF FLORIDA

20 MAR '15 @ 10:21

COUNTY OF POCK

BEFORE ME, this day, personally appeared Covatt Group  
(Consultant's Name)

who says that all of the vehicles operated or caused to be operated by said Consultant, are registered in the State of Florida, in accordance with Section 337.11(13) F.S. (2010).

Sabrina Covatt  
(Consultant's Signature)

Typed Name: Sabrina Covatt

Position: President

Company Name: Covatt Group

Company Address: 653 Hunters Run Blvd.  
Lakeland, FL 33809

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

\*\*\*\*\*

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3/19/2015 by  
(Date)

SABINA COVALT  
(Name of Officer or agent, title of officer or agent)

of COVALT GROUP, a  
(Name of Corporation acknowledging)

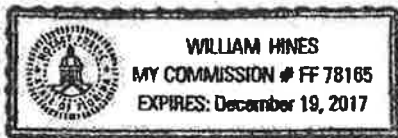
FLORIDA corporation, on behalf of the corporation. He/she is  
(State or place of incorporation)

personally known to me or has produced FL DL  
(Type of identification)

as identification and did (did not) take an oath.

[Signature] Notary Public, Commission No. FF 78165

William Hines (Name of Notary typed, printed or stamped)



Title or Type of Document \_\_\_\_\_ (Optional)

Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_ (Optional)

Signer(s) Other than Named Above \_\_\_\_\_ (Optional)

(SEAL ABOVE)




## **CONSENT AGENDA ITEM**

**#20**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: September 22, 2015

RE: Authorization to Execute Cooperative Purchase Agreement with  
Construction Estimating Institute of America, Inc.  
Contract No. 001160

Board approval is requested to execute an agreement with Construction Estimating Institute of America, Inc. (CEIA), in the amount of \$100,000.00 a year for a three-year contract term to provide specialized transportation/construction related training to raise the level of professionalism, proficiency and competitiveness of D/M/WBE companies as part of our Supplier Diversity Program. Custom training courses will be orchestrated and presented by subject matter experts on CFX highway specifications i.e. roadwork, estimating, paving, motion of traffic and other transportation related best practices as identified by CFX. These courses are designed to inform and educate companies on CFX procurement processes and highway specifications.

This will be a cooperative purchase (piggyback) agreement based on a contract between CEIA and the Florida Department of Transportation for the same services which will allow us to take advantage of the favorable hourly rates received by FDOT.



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
SUPPLIER DIVERSITY TRAINING CONSULTANT  
CONTRACT NO. 001160**

This Contract is made this 8<sup>th</sup> day of October, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and CONSTRUCTION ESTIMATING INSTITUTE OF AMERICA, INC., hereinafter the CONSULTANT:

**WITNESSETH:**

**WHEREAS**, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

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

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide construction related training to raise the level of professionalism, proficiency and competitiveness of Disadvantaged Business Enterprises; and,

**WHEREAS**, on or about June 11, 2013, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (FDOT) under its Agreement No. BDW50 which was renewed on or about June 11, 2015, to provide the same services as required by the AUTHORITY; and,

**WHEREAS**, a Request for Proposals seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONSULTANT has an existing contract with FDOT for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by FDOT; and,

**WHEREAS**, the CONSULTANT agrees to provide the services under the same terms and conditions as included in its contract with FDOT, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

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

## **1. SERVICES TO BE PROVIDED**

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

## **2. CONTRACT TERM AND TERMINATION**

The term of the Contract will be three (3) years from the date of the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of 1 year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial FDOT Contract Term.

Termination shall be according to the CONSULTANT's agreement with FDOT.

## **3. COMPENSATION FOR SERVICES**

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT.

## **4. CONSULTANT INSURANCE**

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONSULTANT's contract with FDOT. Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance. The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

## **5. INDEMNITY**

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its

subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees.

## **6. PUBLIC RECORDS**

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

## **7. PRESS RELEASES**

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

## **8. PERMITS, LICENSES, ETC.**

Throughout the term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

## **9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

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

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

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

#### **10. NONDISCRIMINATION**

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

#### **11. SUBLETTING AND ASSIGNMENT**

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

#### **12. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONSULTANT for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONSULTANT in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONSULTANT litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONSULTANT (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONSULTANT claims or portions thereof,

which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONSULTANT submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONSULTANT's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONSULTANT's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONSULTANT shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONSULTANT agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

### **13. OTHER SEVERABILITY**

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

### **14. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

### **15. RELATIONSHIPS**

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

### **16. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

16.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

16.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

### **17. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first set forth above. This Contract was awarded by the Authority's Board of Directors at its meeting on October 8, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

CONSTRUCTION ESTIMATING INSTITUTE OF AMERICA, INC.

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

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

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for the AUTHORITY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

375-040-19  
PROCUREMENT  
OGC - 06/12  
Page 1 of 8

Agreement No.: BDW50

Financial Project I.D.: \_\_\_\_\_

F.E.I.D. No: 59-2738495

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_

Procurement No.: RFP-DOT-12/13-9028-RC  
(required for contracts in excess of \$3 million)

D.M.S. Catalog Class No.: 973-165 924-350

BY THIS AGREEMENT, made and entered into this 11th day of June, 2013, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Construction Estimating Institute of America, Inc. of 5016 Calle Minorga, Sarasota, FL 34242

duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with a Construction Management Development Program & Bond Guarantee Program

the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the  
Director of Transportation Support



2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or June 30, 2014, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- ☒ Services shall commence July 1, 2013 and shall be completed by June 30, 2014 or date of termination, whichever occurs first.
- ☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"
- B. RENEWALS (Select appropriate box):
- ☐ This Agreement may not be renewed.
- ☒ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.
- It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**PAYMENT FOR CLAIMS:** The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. LIABILITY INSURANCE. (Select and complete as appropriate):

☒ No general liability insurance is required.

☐ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ \_\_\_\_\_ per person and \$ \_\_\_\_\_ each occurrence, and property damage insurance of at least \$ \_\_\_\_\_ each occurrence, for the services to be rendered in accordance with this Agreement.

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ \_\_\_\_\_.

C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):

☒ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

#### 6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work



satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135 (4), Florida Statutes, are met.

## 7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

- B. Select the appropriate box:

☒ The following provision is not applicable to this Agreement:

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT  
2475 Apalachee Pkwy  
Tallahassee, Florida 32301-4946  
Phone: (850)487-1471

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises  
12425 - 28th Street, North  
St. Petersburg, FL 33716-1826  
(800)643-8459

- ☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
  - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.

- K. The following attachments are incorporated and made a part of this agreement:  
Exhibit "A" - Scope of Services, Exhibit "B" - Method of Compensation, Exhibit "C" - Price Proposal,  
By reference, Technical and Price Proposal and Oral Presentation of Construction Estimating Institute of  
America, Inc. RFP-DOT-12/13-9028-RC
- L. Other Provisions:

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

Construction Estimating Institute of America, Inc.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY:

*Kimly Vasquez*  
Authorized Signature

BY:

*Ronald D. Baker*  
Authorized Signature

*Kimberly Vasquez*

(Print/Type)

Ronald D. Baker

(Print/Type)

Title:

*President*

Title: *Director of Transportation Support*

FOR DEPARTMENT USE ONLY

APPROVED:

*C*

Procurement Office

LEGAL REVIEW:

*Stephanie Bura*

**EXHIBIT "A"**

**SCOPE OF SERVICES  
2013-2014 STATE FISCAL YEAR**

**SCOPE OF PROGRAM SERVICES FOR THE  
CONSTRUCTION MANAGEMENT DEVELOPMENT PROGRAM &  
BOND GUARANTEE PROGRAM**

Construction Management Development Program/Bond Guarantee Program (CMDP/BGP) to be administered by the consultant.

**PROGRAM GOALS:**

- Administer a training program designed to raise the level of professionalism, proficiency, and competitiveness of Small and Disadvantaged Business Enterprises (S/DBEs).
- Administer an on-the-job instructional program designed to raise the level of professionalism, proficiency, and competitiveness of S/DBEs.
- Provide technical assistance to CMDP participants who have areas of deficiency based on the results of the needs assessment or classroom instruction or who request technical assistance.
- As part of the training and on-the-job program, enhance, improve, and develop the requisite construction management skills needed to provide for the maximum participation of S/DBEs in the procurement of Florida's Department of Transportation (FDOT) construction and maintenance transportation contracts.
- Administer a Bond Guarantee Program (BGP) for Disadvantaged Business Enterprises (DBEs); provide eligible DBE contractors with an opportunity to participate in transportation construction projects, in that, FDOT will serve as a secondary surety and provide bonding as specified in Section 339.0805, Florida Statutes (F.S.) and Rule 14-79.006, F.A.C.
- Administer the overhead audit process, which includes a system readiness check.

**PROGRAM REQUIREMENTS:**

The consultant will administer the program in accordance with Section 339.0805, F.S., and Rule 14-79.006, F.A.C. by performing the following tasks:

**Overall Administration**

- Implement all program services according to FDOT and statutory requirements and within the required deadlines.
- Administer an effective outreach and marketing program to solicit S/DBEs to CMDP/BGP and inform S/DBEs about classroom and other available training and bond seminars. Marketing and recruitment of S/DBEs is paramount to the success of the program.
  - Identify and recruit DBEs, as well as Small Business Enterprises and Minority Business Enterprises potentially eligible for DBE certification, to participate in the CMDP.
  - Refer potentially eligible DBEs to the DBE/Supportive Services Program (DBE/SSP).
  - Collaborate with DBE/SSP and the DBE Specialized Development Program (SDP) on outreach and marketing to maximize exposure, share resources, avoid duplication of efforts, and convey a consistent message.
- Monitor and evaluate the CMDP and the BGP by tracking the development of S/DBE participants' progress through the classroom training and assessing the effectiveness of training sites and technical assistance consultants.
- Refer to DBE SDP website, which identifies and provides access to publicly available information technology related training, software, and applications that will assist DBEs in increasing technical expertise in handling the day to day operations of their businesses with a goal of producing DBEs whose technical bid proposals are sound and free of technical errors.



- Refer DBEs to educational and financial resources provided by the DBE SDP, as necessary, or as directed by FDOT.
- Track the progression and generate automated reports of S/DBE participants through the CMDP classroom training and DBE participants through the BGP, by maintaining a database with the following statistical data:
  - Participating S/DBEs who obtain FDOT contracts
  - Status of businesses after leaving the program and how the consultant is maintaining the relationship
- Contract with a CPA firm for the following services, for firms identified by EOO.
  - Provide a "system readiness" pre-overhead audit assessment in accordance with FDOT requirements.
  - Assist DBEs requiring overhead audits, which will be included in the firm's professional services prequalification package.
  - Assist eligible DBEs requiring audited financial statements, which will be included in the firm's prequalification package.
  - Review DBEs' financial statements where bonding exceeds \$150,000 but less than one million dollars.
  - Provide compiled or reviewed financial statements to those DBEs needing a current statement for the purpose of obtaining a loan.
- Provide project monitoring and technical assistance to CMDP/BGP participants, in a manner acceptable to FDOT.
- Keep detailed records of all program participants and activities.

**CMDP Administration** – Administer and coordinate classroom and on-the-job training.

- Needs Assessment – Evaluate an S/DBE's proficiency level to perform highway construction and transportation support related projects. The assessment should guide the type of training the consultant will provide to the S/DBE, so that the S/DBE becomes proficient in the administrative aspect of their job.
- Eligibility and Enrollment – Ensure the following documentation is on file for each CMDP participant:
  - Completed application
  - Needs assessment
  - Form verifying status as an S/DBE
- Registration – Send and receive the appropriate registration information from each training provider conducting classroom instruction within seven business days of obtaining a completed application from a potential participant.
- Program Completion/Exemption – Award an S/DBE a Certificate of Proficiency as appropriate.
- Curriculum Development
  - Ensure classroom instruction covers the topics outlined in Rule 14-79.006, F.A.C.
  - Develop, update, and maintain CMDP curriculum and examinations according to proficiency standards, in a manner approved by FDOT.
  - Develop and implement computer-based training (CBT) to cover CMDP curriculum and examinations.
  - Ensure all curriculum and training materials are up to date and focus on informing S/DBEs on how to do business with FDOT, in accordance with Section 339.0805, F.S., and Rule 14-79.006, F.A.C.
  - Submit to FDOT course outlines and training materials 15 calendar days prior to commencement of classes.
- Classroom Training

- Ensure training is delivered in as many outlets as possible.
  - Modes of training delivery can be a combination of face to face instruction, CBT, or distance learning.
  - Coordinate outreach and highlight the availability for the individual sites using print, radio, TV, and social media.
  - In the cases where training sites are used, coordinate, monitor, and evaluate classroom training activities among all training sites to ensure sites provide consistent and common instruction throughout the state.
  - Ensure the scheduling of classroom instruction, which should occur during days and times convenient for S/DBEs.
- On-the-Job Instruction - covers but is not limited to the following areas:
    - Setting up the job site
    - Cash-flow methods
    - Project scheduling
    - Quantity takeoffs
    - Estimating
    - Reading plans and specifications
    - FDOT procedures on billing payments
    - Quality assessment and control methods
    - Bid preparation methods
  - Technical Assistance
    - CMDP participants may request technical assistance in any area of the training.
    - Assist S/DBEs who have areas of deficiency based on the results of the needs assessment or classroom instruction or who request technical assistance.
    - Review technical assistance requests, develop technical assistance plans, and assign consultants to provide technical assistance according to minimum requirements.
    - Maintain and update technical assistance consultant listing (Classroom Instructors, Engineers, etc.)

**BGP Administration** – Administer and coordinate the Bond Guarantee Program. The consultant will facilitate S/DBEs' efforts to obtain bonding, in addition to securing the guarantee.

- Eligibility and Enrollment - Ensure all BGP participants are DBEs who have received a Certificate of Proficiency or have received an exemption from the CMDP.
  - Ensure DBEs have the appropriate, completed FDOT form on file.
  - Ensure small businesses have the appropriate, completed FDOT form on file.
- Bonding Program Seminars – Coordinate and conduct seminars across the state aimed at assisting DBEs in mastery of the bonding process.
- Bond Guarantee Applications – Review all bond guarantee application submissions for accuracy and required supporting documents and coordinate processing of application submission to surety and FDOT.
- Program Development – Continue to develop and strengthen surety company involvement in the BGP.
  - Recruit and enlist surety companies to participate in the program.
  - Identify and refer DBEs to appropriate institutions concerning credit/finance restructuring and other financial problems.
  - Establish formal relationships with banks and other lending institutions.

## **MANDATORY REPORTING REQUIREMENTS:**

The Equal Opportunity Office (EOO) requires the consultant, as administrator of the CMDP/BGP, to submit reports that address the program's goals outlined in the scope of services.

Submit an annual calendar of all proposed activities. The consultant must provide the FDOT project manager with any changes.

## **MONTHLY REPORTS**

Submit two copies, in the manner prescribed by FDOT, of the monthly activity/performance report and invoices to the EOO by the 15<sup>th</sup> of each month.

The consultant will meet with EOO as directed via teleconference or in person.

- Monthly – after the office's receipt of the monthly activity/report to discuss the monthly report, address the activities associated with the program requirements and performance measures included in the scope of services, and to report any concerns, suggestions, or areas for improvement.
- Quarterly –
  - With EOO and its other consultants to ensure coordination and share what each consultant is doing.
  - With EOO and training providers to discuss upcoming classes, class progress, and follow up.

## **ANNUAL REPORTS**

An annual report is due within 30 days after the end of the contract period that addresses the activities/performance associated with the program requirements and performance measures included in the scope of services and any concerns, suggestions, or areas for improvement.

The annual report should include, but is not limited to:

- Comprehensive compilation of the monthly reports and account of accomplishments.
- Concerns identified and resolutions implemented.
- Program costs categorized by cost of administration, cost of instruction (classroom and on the job instruction), and cost of supplies.
- Comparison figure of those firms certified by FDOT as a DBE or small business concern owned and controlled by socially and economically disadvantaged individuals.
- Comparison figure of socially and economically disadvantaged contractors pre-qualified to perform prime contracting work for FDOT.
- *Marketing* – an overview of the past year's outreach efforts via print, radio, TV, or social media developed and distributed, which captures the consultant's measures or activities to market the CMDP/BGP.
- *Other* – include a detailed overview of any other (1) activities, (2) accomplishments, (3) concerns, and (4) issues in goal accomplishment.
- Recommendations for process improvement.

## **PERFORMANCE REPORT/MEASURES:**

The consultant shall report, on a monthly and annual basis, to FDOT information concerning the activities conducted by the consultant with S/DBEs, potential DBEs, and contractors that the consultant has interacted pursuant to fulfilling the provisions of this agreement.

The monthly and annual reports must include a **performance measure comparison matrix**, broken down by professional services and construction, with a goal for each reported activity compared to the actual performance measure for each reported activity on a month-to-month basis, as well as a year-to-date total.

Example of a Monthly Performance Measure Comparison Matrix:

Month/Year	11/2011	11/2012	12/2011	12/2012	1/2012	1/2013	2/2012	2/2013	YTD
Goal									
Actual									

Example of an Annual Performance Measure Comparison Matrix:

Annual	2012-13	2013-14	2014-15	2015-16
Goal				
Actual				

In addition to the performance measure comparison matrix, the monthly activity report should include, but is not limited to:

- *Monthly Financial Reports* – invoices with sufficient documentation to justify expenses incurred and billed to FDOT. To assist FDOT with accurate tracking and reconciliation, it is mandatory that the consultant include FDOT's assigned contract agreement number on all invoices submitted.
  - FDOT reserves the right to disallow charges not submitted in accordance with this scope of services or contract after a certain period of time has expired.
  - The consultant must certify that the monthly invoice is true and accurate and acknowledge that the invoice includes all charges for the invoice period.
- *Staff Activity Update* – summary of activities (in progress, accomplished, and upcoming over the next month) for each staff member.
- *Training Site/Technical Assistance (TA) Update* – include the following:
  - A summary of how the consultant is monitoring and assessing the effectiveness of training sites and TA consultants.
  - Updates to an annual list of all training courses and activities.
- *CMDP/BGP Participant Update* - number and names of certified and non-certified firms categorized by ethnic group, gender, work classification, and service category, with program status and dates for the following:
  - *Classroom Training* – number and names of certified and non-certified firms categorized by district/urban area and dates (1) prescribed, (2) exempted from, and (3) participated in classroom training.
    - Needs assessment – received, pending, or completed
    - DBE certification applicant – YES/NO
    - Certificate of completion recipient – YES/NO
    - Certificate of proficiency recipient – YES/NO
    - Technical assistance request – YES/NO
    - Technical assistance plan recipient – YES/NO
  - *Non-classroom Training or Assistance* –
    - FDOT contract recipient – YES/NO
    - Bonds requested – YES/NO
    - Bond seminars attended – YES/NO
    - Bond applications/guarantees/defaults – YES/NO
    - Financial assistance requests – YES/NO
- *Performance Measures*
  - *Needs Assessments* – number of needs assessments received, pending, and completed for (1) DBE firms and (2) non-certified minority and women-owned firms.
  - *FDOT Contracts* – number of DBEs assisted in obtaining contracts as prime, including contract number and dollar amount.
  - *Bond Requests* - number of bond requests received categorized by those (1) approved, (2) denied, or (3) referred to outside sources.
  - *Bonding Principles Seminars* – number of seminars conducted, categorized by district/urban areas, and attended by (1) number of DBE firms and (2) number of non-certified minority and women-owned firms.
  - *Bonding* – number of (1) bond applications submitted to sureties, (2) bond guarantees and dollar amount, (3) defaults and dollar loss to state, and (4) bond applications for other sources.

- *DBE Certification Applicants* - number of non-certified minority and women-owned firms by district/urban area whom you have assisted in the certification process.
- *Certificates of Completion* – number of certificates issued (1) categorized by course, (2) to DBE firms, and (3) to non-certified minority and women-owned firms.
- *Certificates of Proficiency* – number of certificates issued to (1) DBE firms and (2) non-certified minority and women-owned firms.
- *Technical Assistance* – number of technical assistance requests received from (1) DBE firms and (2) non-certified minority and women-owned firms.
- *Technical Assistance Plans* – number of plans developed for (1) DBE firms and (2) non-certified minority and women-owned firms, categorized by type of assistance provided.
- *Courses* - number of courses categorized by curriculum and urban area (1) conducted and (2) cancelled.
- *Financial Assistance* – number of requested and completed (1) system readiness checks, (2) overhead audits and (3) audited and reviewed financial statements.
- *Marketing* – number and frequency of newsletters and other marketing materials via print, radio, TV, or social media developed and distributed (include sample copies), which captures the consultant's measures or activities to market the CMDP/BGP.
- *Other* – include a detailed explanation of any other (1) activities, (2) accomplishments, (3) concerns, and (4) issues in goal accomplishment.

## CONTRACT PENALTIES

The consultant is subject to a penalty of \$250 per business day for each business day the consultant submits required reports and invoices late (i.e., monthly progress and financial activity/performance reports, and annual reports). FDOT will subtract any assessed penalty from the submitted invoice.

## STAFFING

FDOT may, at its sole discretion, approve or reject any staff associated with this contract, at any point in the contract. The consultant must obtain prior approval for any changes in individual staff members or staffing levels under this contract. The consultant shall submit requests in writing to the FDOT project manager. The consultant must receive written approval of the staffing change request from the EOO manager before the commencement of work of any replacement staff. Any work accomplished under the provisions of this contract by non-FDOT approved consultant staff shall not be reimbursable and will be considered a disallowed cost by FDOT.

All of the consultant's staff must have comparable knowledge, skills, abilities and experience to the person they are replacing at no additional cost to FDOT.

The consultant must conduct, at a minimum, annual written evaluations of staff associated with this contract and submit copies of the staff evaluations to FDOT. Staff pay raise requests require FDOT's prior written approval.

FDOT permits the consultant to subcontract services if needed to address staffing deficiencies and particular technical or professional expertise, or to assist with turnover-related staff deficiencies. If FDOT determines that the consultant's staff are unable to assist satisfactorily in their area of expertise or to communicate effectively, FDOT may direct the immediate removal of that person(s) from the contract. The consultant must submit requests for subcontract services in writing and include sufficient detail and justification to facilitate FDOT's informed decision on the request. The consultant must receive written approval of the subcontract services request from the EOO manager before the commencement of work. Any work accomplished under the provisions of this contract by non-FDOT approved subcontractors shall not be reimbursable and will be considered a disallowed cost by FDOT.

Staffing shall be consistent with the staffing levels and expertise provided at the inception of this contract, unless modified or changed in accordance with the provisions contained in this contract. The consultant's staff resumes detailing work experience must be submitted with the request for proposals. The consultant must also submit an organizational chart including a staff work plan with the request for proposals.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
STANDARD WRITTEN AGREEMENT  
MODIFICATION # 3

Agreement No. BDW00  
Financial Project I.D.  
Vendor No. 59-2738495  
Procurement No. RFP DOT 2/13-5028-RC  
DMS Catalog Class No. 81101613, 86101800

Renewal #

This Agreement, made and entered into this 11<sup>th</sup> day of June, 2015  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and

FL 34242

the individual or individuals in the State of Florida hereinafter called the "Vendor"

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on June 11, 2013  
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish  
services in connection with the Construction Management Development Program and Fund Guaranty Program

and

WHEREAS, said Original Agreement has a renewal option that provides for a renewal if mutually agreed to by both parties  
and subject to the same terms and conditions of the Original Agreement and any written amendments signed by the parties;

NOW, THEREFORE, this Agreement witnesses that for and in consideration of the mutual benefits to flow each  
to the other, the parties agree as follows:

1. Said Original Agreement is renewed for a period beginning 7/1/2015 and ending 6/30/2016
2. Upon execution of this Agreement, the Department has made available additional funding for the renewal period  
in the amount of \$ 430,000.00 as detailed in the attached Exhibit B - Method of Compensation

3. This Agreement shall be in full force and effect from the date of execution and shall remain in full force and effect

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments  
thereof will remain in full force and effect

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

Construction Estimating Institute of  
America, Inc.

BY

Luigi Vasquez

Kenneth Vasquez

Title

Executive Director

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY:

Arthur E Wright

Harold C. Bass  
President

Arthur E Wright

Director of Construction Management

APPROVED:

[Signature]

LEGAL REVIEW:

[Signature]

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

**Construction Management Development Program/Bond Guarantee Program (CMDP/BGP)**

**1     PURPOSE:**

This Exhibit defines the limits of compensation to be made to the business for the services set forth in Exhibit "A" and the method by which payments shall be made.

**2.     COMPENSATION:**

For the satisfactory **performance** of services detailed in Exhibit "A", the awarded business shall be paid up to a Maximum Amount of \$1,310,000.00.

The Maximum Amount shall be made up of:

\$430,000.00 from Fiscal Year July 1, 2013-June 30, 2014 (Original Contract)

\$430,000.00 from Fiscal Year July 1, 2014-June 30, 2015 (Renewal #1)

\$ 20,000.00 from Fiscal Year July 1, 2014-June 30, 2015 (Supplement #1)

\$430,000.00 from Fiscal Year July 1, 2015-June 30, 2016 (Renewal #2)

The Total Maximum Amount shall include both direct and indirect costs.

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

**3.     PROGRESS PAYMENTS:**

The awarded business shall submit invoices to be reimbursed monthly for authorized services performed. Payment for services shall be made at the hourly billing rates included in the consultant's "Price Proposal" Form in Exhibit "C".

The financial and activity reports are due to the Equal Opportunity Office within 15 business days after the end of a calendar month. No Payment will be made without submission of the required copies of the monthly progress and financial activity/performance report and invoices. Payment to the awarded business shall be in the amount to cover only those costs incurred during the preceding month; any exceptions shall only be made on the basis of the actual allowable costs incurred as authorized and approved by the Department.

The required monthly financial and activity report must accompany the invoices submitted by the awarded business to be reimbursed for authorized services. To assist the Department with accurate tracking, reconciliation and to meet reporting requirements, the awarded business is required to include the department's assigned contract agreement number on all submitted invoices.

The awarded business is subject to penalty of \$250.00 per business day for each business day the required monthly progress and financial activity/performance reports and invoices are late. Any assessed penalty will be subtracted from the submitted invoice.

The awarded business is subject to penalty of \$250.00 per business day for each business day the required annual reports are late. Any assessed penalty will be subtracted from the submitted invoice.

The awarded business shall submit monthly invoices (2 copies) in a format acceptable to the Department. The documentation submitted must be in sufficient detail to allow FDOT to verify the submitted expenses were incurred and billed under the provisions of this contract. The itemization must include the amount budgeted, current amount billed to date and amount.

**Invoices shall be submitted to:**

Florida Department of Transportation  
Attn: Ceci Bell, Support Services Project Manager  
Equal Opportunity Office  
605 Suwannee Street, MS 65  
Tallahassee, FL 32399-0450

4. **FINANCIAL CONSEQUENCES:**

Payment will not be made to the Vendor until the products have been delivered and/or the specified services have been satisfactorily performed and accepted by the Department unless advance payments are authorized.

5. **DETAILS OF HOURLY BILLING RATES AND FEES:**

Details of the Hourly Billing Rates and Fees for the performance of the services are contained in Exhibit "C", attached hereto and made a part hereof.

6. **TANGIBLE PERSONAL PROPERTY:**

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.



**Exhibit "C"**  
**PRICE PROPOSAL**  
 Construction Management Development Program/Bond Guarantee Program  
 (CMDP/BGP)

<u>Personnel Classifications</u>	<u>Estimated Work-Hours*</u>	<u>Hourly Billing Rate**</u>	<u>Total</u>
Executive Director	100	\$ 110	\$ 11,000
CMDP/BGP Program Director	1600	\$ 110	\$ 176,000
Instructor	1080	\$ 110	\$ 118,800
Marketing Director	200	\$ 110	\$ 22,000
Admin Support Staff	800	\$ 45	\$ 36,000
Total Salary Related Costs			\$ 363,800
Expenses***			\$ 66,200
Maximum Amount			\$ 430,000

\*The Estimated Work-Hours shall match hours proposed in the Work Plan of the Proposal.

\*\*The Hourly Billing Rates shall include the costs of salaries, overhead, fringe benefits and operating margin. These rates shall remain in effect for any contract renewals.

\*\*\*Expenses – This is an estimated amount which shall be paid at actual allowable expenses as approved by FDOT.

Travel expenses shall be incurred in accordance with Section 112.061, Florida Statutes.

**NOTE: THE BUDGET FOR THIS PROJECT SHALL NOT EXCEED \$430,000.00. ANY PROPOSAL ABOVE THIS AMOUNT WILL BE CONSIDERED NON-RESPONSIVE.**

**MFMP Transaction Fee:** All payment(s) to the vendor resulting from this competitive solicitation WILL be subject to the 1% MFMP Transaction Fee in accordance with the attached FORM PUR 1000 General Contract Condition #14.

**NOTE:** In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: Construction Estimating Institute FEID # 59-2738495  
 Address: 5016 Calle Minorga City, State, Zip Sarasota FL 34242  
 Authorized Signature: Kimberly Vasquez Date: March 14, 2013  
 Printed / Typed: Kimberly Vasquez Title: Executive Director

# Government Training



**The Construction Estimating Institute (CEI)** is a leading provider of construction-related training for governmental agencies, having designed and delivered custom training programs for numerous governmental agencies over the past thirty years. CEI will design customized training to meet your agency's goals and bring that training to you or your clients.

CEI training courses deliver the essential skills and critical knowledge that individuals need to be successful in the construction industry. CEI offers training in construction management, leadership development, blueprint reading, roadwork estimating, earthwork estimating, building estimating, construction negotiating, construction productivity improvement, jobsite supervision, project management,

underground utilities estimating, concrete estimating, certified payroll, construction accounting, bonding, and many more subjects. CEI training programs can be delivered via live classroom instruction or as online course modules through our internet-based learning management system.

CEI offers multiple programs for state transportation departments, including training for department employees, training and support for Disadvantaged Business Enterprises (DBEs), DBE outreach programs, and automated bid matching programs. CEI currently manages and delivers the Construction Management Development Program and Bond Guarantee Program for the Florida Department of Transportation and provides DBE training for the Alabama Department of Transportation through Tuskegee University. CEI's services range from the provision of short-term training programs (one to five day classes) to the complete management and delivery of long-term training and support programs.

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## Training Topics

- Construction Negotiating
- Blueprint Reading
- Certified Payroll
- Construction Field Supervision
- Construction Project Management
- Improving Jobsite Productivity
- Successful Bidding Strategies
- Sitework Estimating
- Commercial Estimating
- Concrete Estimating
- Earthwork Estimating
- Residential Estimating
- Roadwork and Paving Estimating
- Underground Utilities Estimating

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## Some of Our Clients

- Akwesasne Mohawk Casino
- Alabama State University
- Arizona Department of Transportation
- Confederated Tribes of the Colville Reservation
- Federal Highway Administration
- Florida Department of Financial Services
- Florida Department of Transportation
- New York City Department of Design and Construction
- Tuskegee University
- US Air Force—819<sup>th</sup> Red Horse Squadron
- US Air Force—823<sup>rd</sup> Red Horse Squadron
- US Department of Commerce

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The most effective use of your training dollars is to provide customized training designed to meet your agency's specific training goals. CEI has an extensive selection of training courses that can be combined into a customized training program and delivered to you or your clients, via live classroom training or online courses.

To schedule an event visit **[www.ceihome.com](http://www.ceihome.com)** or call **800-423-7058**

# Estimating Concrete Costs



**Attendees of this two-day course** will learn to accurately estimate concrete costs. Using a real set of drawings, students will perform a complete concrete takeoff and will apply material and labor costs to that takeoff to assemble a complete estimate. Students will leave this class with the knowledge needed to produce accurate concrete estimates using efficient and reliable estimating techniques.

This course covers all aspects of concrete construction with which the estimator must be familiar, including concrete terminology, construction types, concrete properties, chemical admixtures, forming systems and curing materials. How each of these aspects affects the cost of concrete construction is covered in detail. This course is designed to improve the skills and building knowledge the estimator draws upon while estimating the concrete portion of a project. A brief review of basic math and estimating procedures will be covered. Various concrete practice problems will be presented. A working set of drawings will be assigned and estimated. Material and labor costs will be presented, utilizing a cost data book and other references.

- 
- Get acquainted with concrete
  - Concrete terminology
  - Categories of concrete costs
  - General costs for:
    - Concrete
    - Placing
    - Reinforcing
    - Finishing
    - Equipment
  - Essential forms and documentation
  - Takeoff quantities of work
  - Slabs on grade problems
  - Footers and pads
  - Utilize a cost data manual
  - Shrinkage and temperature reinforcement
  - Horizontal forming
  - Forming costs-job built
  - Reinforcing costs for:
    - Footers/pads
    - Pile caps
    - Piers/pilasters/columns
    - Walls/beams
    - Slabs/wire or fiber fabric
  - Tilt-up systems
  - Pre-cast concrete
  - Manufactured forming systems
  - Discussion on:
    - Hot and cold weather concrete
    - Admixtures
    - Chemical sealers, compounds
    - Form releases, hardener
  - Introduction to computerized takeoff and estimating
  - Prepare a concrete bid
- 

**Upon completion of the course students will be able to** prepare accurate estimates of concrete costs and select cost efficient methods of forming, placing, reinforcing, and finishing the concrete. They will be able to organize cost data in a clear and logical manner for use in a summary estimate. Students will have the confidence to apply realistic unit costs to the estimated material and labor quantities and will check and verify the total cost estimate using comparative analysis.

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Register online at **[www.ceihome.com](http://www.ceihome.com)** or by telephone at **800-423-7058**

# Estimating Roadwork and Paving



**Attendees of this one-day course** will learn to accurately estimate roadwork and paving costs of all types. Using real sets of drawings, students will perform a variety of take-offs on various road, paving and parking lot projects. Students will apply material and labor costs to associated takeoffs to assemble a complete estimate using efficient and reliable estimating takeoffs. This course is designed to improve estimator productivity and increase equipment selection and costing knowledge. This course is ideal for road and highway contractors, asphalt and concrete pavers, commercial contractors and developers, and DOT employees.

This program teaches the primary aspects of estimating roadwork and paving construction. It provides the estimator with the skills necessary to assemble a detailed and accurate estimate of this scope of work. Practical experience is gained throughout the course using hands-on exercises and problem-solving challenges.

- 
- Estimate slopes/shoulders
  - Curb and gutter calculations
  - Estimate asphalt paving
  - Estimate concrete paving
  - Establish crew costs
  - Estimate hauling costs
  - Estimate from typical details
  - Calculate compaction production
  - Pre-bid process & site analysis
  - Plans and specifications
  - Pre-bid Checklist
  - Soils-aggregate mixtures & treatment
  - Storm water management
  - Erosion control plan
  - Site clearing
  - Site demolition
  - Soil stabilization
  - Production for subbase compaction
  - Aggregate base
  - Preparation of subgrade
  - Placing aggregate
  - Aggregate shoulders & approaches
  - Placing shoulder material
  - Open graded drainage courses
  - Swell and shrink materials
  - Project specifications and compaction
  - Ground loss
  - Land slope on soil quantities
  - Slope factors
  - Bidding and mark-up discussion
  - Equipment costing
  - Preparing the project schedule
  - Adjustment for project changes and extras
- 

**Upon completion of the course students will be able to** implement a structured system for determining job costs by accurately assessing equipment, labor, material and other service costs involved in the completion of roadwork projects. They will be able to determine cut and fill quantities in roadway excavations, working from cross sections and profiles and will increase work efficiency and control of the project. Students will be able to accurately calculate and apply equipment production rates. They will have the confidence to estimate all major aspects of paving construction, including: asphalt and concrete materials, subgrade preparation, curb and gutter.

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Register online at **[www.ceihome.com](http://www.ceihome.com)** or by telephone at **800-423-7058**

# Estimating Sitework Construction



**Attendees of this five-day course** will learn to better understand the methods by which sitework construction cost estimates are developed. This course is designed for new estimators, more experienced estimators who have never been exposed to formal training, and other construction professionals. This course will cover all the tasks required to develop an accurate sitework estimate. Students learn to calculate work quantities from engineering drawings, correctly adjust for material swell and shrink, assemble efficient crews, and determine productivity.

This course consists of a full week of hands-on training in sitework estimating. It will enormously improve and complement your knowledge and experience in sitework construction. Learn the concise and proper methods required to prepare thorough, organized cost estimates. Learn how to avoid the many problems associated with this complex and demanding scope of work. The training provided will enable you to effectively evaluate the extreme range of sitework price quotations that are often received by the general contractor. This course will provide students with the knowledge and skills necessary to assemble and organize all elements of an accurate sitework estimate. Testing and practical application of the skills you will learn is accomplished throughout this course with a series of hands-on exercises and problem-solving challenges and discussions.

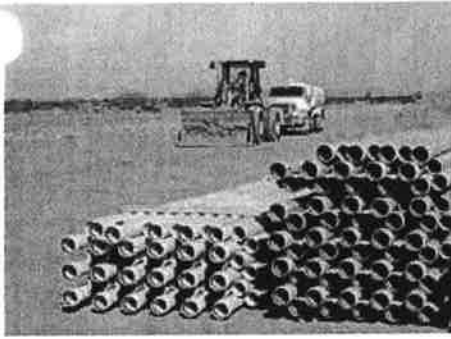
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- |   |   |   |
|---|---|---|
| <ul style="list-style-type: none"><li>• Pre-bid investigation</li><li>• Plans and specifications</li><li>• Site visit and soil borings</li><li>• Pre-estimate checklists</li><li>• Area and perimeter calculations</li><li>• Cut/fill calculations: average end area method</li><li>• Soils shrink and swell</li><li>• Cut/fill calculations: grid cell method</li><li>• Soils classifications</li><li>• Matching equipment to soil type</li><li>• Excavation production</li><li>• Bulk excavation exercise</li><li>• Crew analysis</li><li>• Trucking optimization</li></ul> | <ul style="list-style-type: none"><li>• Bidding and mark-up discussion</li><li>• Equipment costing</li><li>• Road calculations</li><li>• Mass haul diagrams</li><li>• Earthwork "Rules of Thumb"</li><li>• Estimating forms and formats</li><li>• Trench volume calculations</li><li>• Trenching productivity</li><li>• Pipe laying productivity</li><li>• Storm drainage exercise</li><li>• Materials costing</li><li>• Equipment selection procedures</li><li>• Subsurface interferences</li><li>• Clearing and demolition</li><li>• Dewatering methods</li></ul> | <ul style="list-style-type: none"><li>• Specification analysis</li><li>• Safety requirements</li><li>• Complete the estimate</li><li>• Sanitary sewer exercise</li><li>• Estimate slopes/shoulders</li><li>• Curb and gutter calculations</li><li>• Estimate and quantify asphalt paving</li><li>• Estimate and quantify concrete paving</li><li>• Estimate hauling costs</li><li>• Crew assemblies</li><li>• Estimate Compaction</li></ul> |
|---|---|---|
- 

**Upon completion of the course students will be able to** put into practice real-life methods for determining job costs, and use essential formats for clearly estimating equipment, labor, material and other service costs related to completing a project. They will be able to assess and decide how a variety of physical site complexities may affect the estimated cost of a project and use methods to counteract these variances. Students will be able to better identify and interpret general site conditions, special conditions and technical specifications associated with sitework projects.

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Register online at **[www.ceihome.com](http://www.ceihome.com)** or by telephone at **800-423-7058**

# Estimating Underground Utilities



**Attendees of this two-day course** will receive personalized instruction on how to properly achieve accurate takeoffs for all types of underground utility projects. Using real sets of drawings, students will perform complete takeoffs and will apply material and labor costs to assemble a complete estimate. The training provides the necessary skill sets and knowledge-based processes for consistent underground utility estimating. This course is for new estimators, field personnel and all other construction professionals who want to acquire a sound fundamental understanding of the principles of underground utility construction cost estimates. The course is designed to improve costing, pricing and production techniques of underground utility contractors on private and government projects.

This program concentrates on the specific problems encountered while estimating varying costs of underground utilities. Recommended solutions to items such as interferences, work stoppages and unanticipated conditions are covered in detail. This course will provide the estimator with a practical and time-saving approach to quantity calculations, soil analysis and water tables. It will also cover how to accurately determine the productivity rates upon which to base your bid.

- Trench volume calculations
- Trenching productivity
- Pipe laying productivity
- Pipe trench assemblies
- Storm drainage exercise
- Materials costing
- Pre-bid investigation
- Performing pre-estimate checklists
- Analyze sites and soil brings
- The bidding procedure
- Estimating forms and formats
- Swell and shrink
- Material weights and swell factors
- Prepared exercises
- Daily production estimates
- Calculate productivity
- Allow for time at structure locations

- Adjust productivity for sub-surface interference
- Apply crew cost to estimated productivity
- Test estimating skills with problem solving exercises
- Equipment selection procedures
- Subsurface interferences
- De-watering methods
- Specification analysis
- Safety requirements
- Sanitary sewer exercise
- Clearing and demolition
- Drainage pipe and miscellaneous structures
- Estimating ground water control
- Format of the estimate
- Basic cost data
- Complete the bidding package
- Effects of interference, interruptions and the unexpected
- OSHA trenching excavation standards

**Upon completion of the course students will be able to** perform accurate trench volume and backfill calculations and verify the engineer's quantities. They will foresee project complexities and installation difficulties and will assemble crews for maximum efficiency. Students will have the confidence to correctly gauge productivity and improve estimate accuracy.

Register online at **[www.ceihome.com](http://www.ceihome.com)** or by telephone at **800-423-7058**

## EXHIBIT "B"

## **Executive Director Monthly Report October 8, 2015**

The Central Florida Expressway Authority Snapshot Summary for August is attached.

Participated in the Economic Development Council meeting on September 17<sup>th</sup>.

Met with our intermodal partners on September 18<sup>th</sup> to discuss and plan the upcoming Master Plan Intermodal Workshop on November 12, 2015.

CFX is implementing an automatic text backup system (Smarsh) for CFX mobile devices.

Gave a presentation on the activities of CFX at the Floridians for Better Transportation Regional Outreach Meeting on September 30<sup>th</sup>.

Attended the Central Florida Partnership meeting on September 30<sup>th</sup>.

CFX continues to refine the Monthly Executive Dashboard with the help of Board member Jay Madara. The Dashboard will be presented to the Board on November 12<sup>th</sup>.

Members of the CFX team and Chairman Cadwell participated in the Beyond Traffic Forum: Florida Mega Region event on October 2<sup>nd</sup>.

The SR 408 Extension Project Environmental Advisory Group and Project Advisory Group kickoff meetings were held on September 17<sup>th</sup>. An open house public meeting is scheduled for October 22<sup>nd</sup>.

The CFX team met with Florida Turnpike's staff at their request to discuss their schedule for improvements to SR 417 and SR 528. Construction is anticipated to start June 2016 for SR 417 managed lanes between Seminole County line and SR 434 and SR 528 managed lanes between Turnpike and McCoy Road.

The Valuation Methodology needed to facilitate the buy of SR 417 and SR 429 in Seminole and Osceola Counties was updated and submitted to FDOT about a month ago. Scheduled bi-weekly meetings with the Department have been requested to negotiate the buy. The swap of CFX's section of SR 528 is also being considered as directed by the CFX Board.

The Innovation Way Interchange Project is proceeding to 100% plans. Staff is coordinating with SLR to work out a schedule for completion.

CFX continues to work with All Aboard Florida on final construction plans along a portion of SR 528.



CFX has not received any updates this past month regarding the Centralized Customer Service System from Florida's Turnpike.

CFX's Traffic & Revenue Consultant is analyzing revenue impacts to CFX due to Maglev, a proposed elevated people mover that may run from the Orange County Convention Center to the Orlando International Airport.

The CFX Financial team has renegotiated the fees associated with our variable rate bonds to save \$650,000 annually.

CFX staff attended/presented at the following meetings this past month:

Retired Dentists Organization Presentation – 9/14

City of Umatilla Presentation – 9/15

City of Apopka Council Wekiva Parkway Presentation – 9/16

I-4 Ultimate Progress Meeting – 9/16

Hyatt Annual Benefit Wellness Fair – 9/18

Wekiva Parkway Section 2 Pre-construction Open House – 9/24

Houghton Mifflin Harcourt CFX Toll Discount Presentation – 9/25

Altamonte Craft Festival – 9/26 & 9/27

Kissimmee Bay Rotary Club Presentation – 9/30

I-4 Ultimate Progress Meeting – 9/30

Altamonte Springs Rotary Club Wekiva Parkway Presentation – 10/1









# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Snapshot Summary

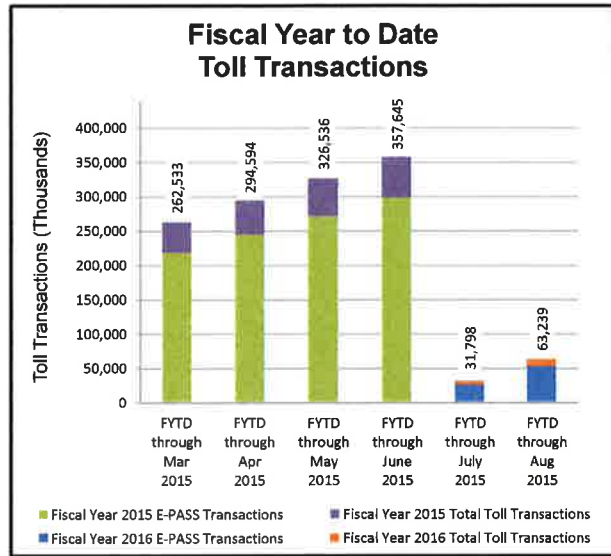
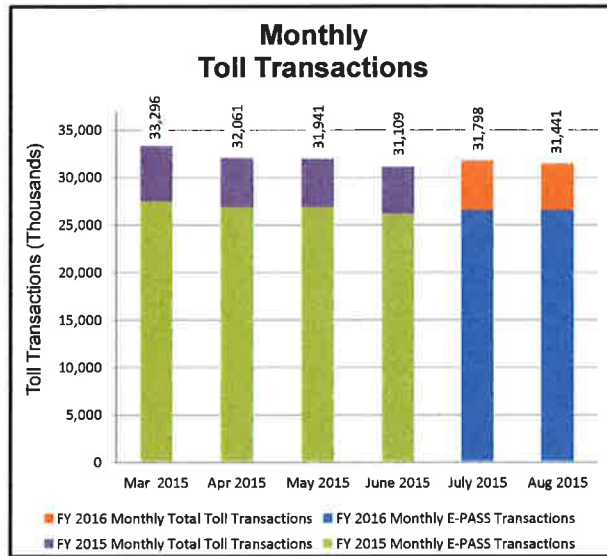
August 2015

### SYSTEMWIDE TRAVEL CONDITIONS



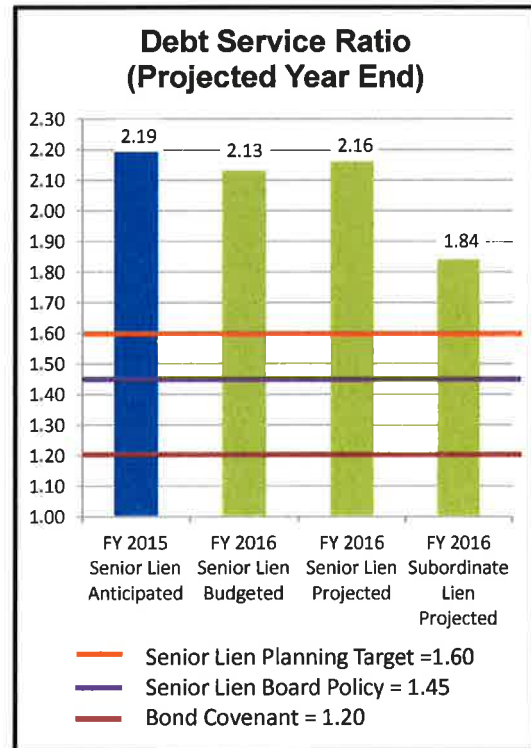
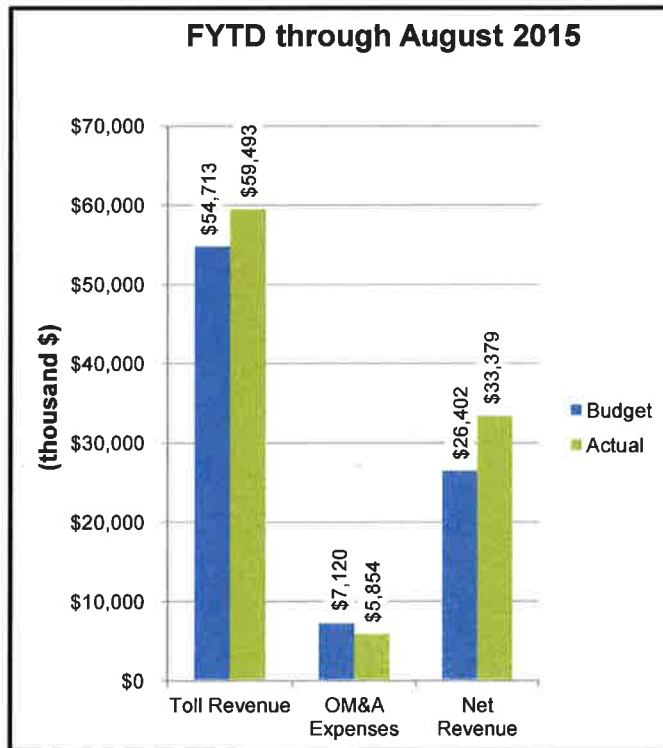
Delay Location and Remedy Project				
Delay Number	Delay Location	Planned Work Plan Projects		
		Number	Name	Status
Morning (AM) Peak Direction				
	SR 408 WB from Mills Avenue to I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
	SR 408 WB from Semoran Boulevard to Mills Avenue	-	-	Heavy traffic merging. Continue to monitor situation.
	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
	SR 417 from County Line to University Boulevard	TBD	SR 417 Widening from Econ Trail to County Line	Design FY 2016
Afternoon (PM) Peak Direction				
	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
	SR 528 EB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
	SR 408 EB approaching I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
	SR 417 NB from SR 50 and University Boulevard	TBD	SR 417 Widening from Econ Trail to County Line	Design FY 2016

## TRAFFIC SUMMARY



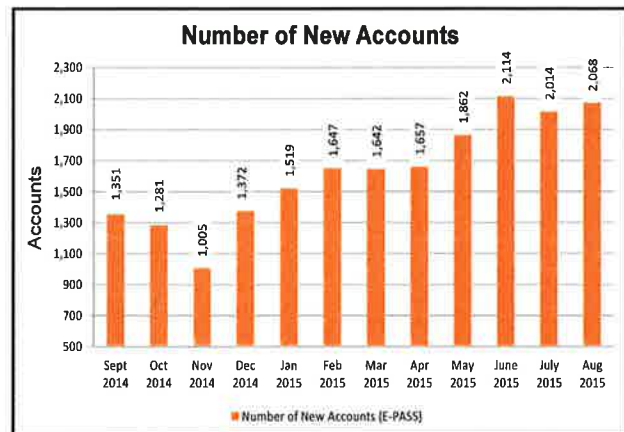
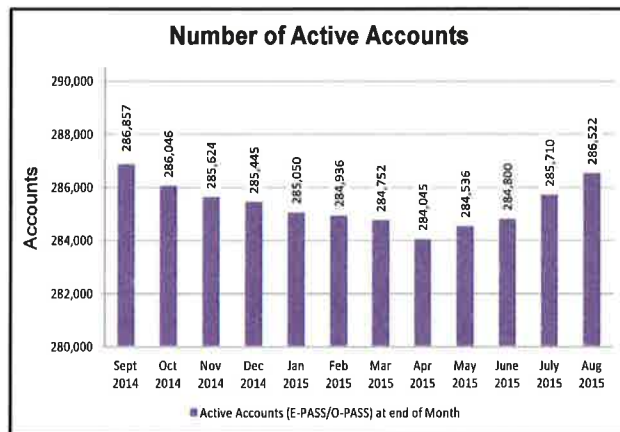
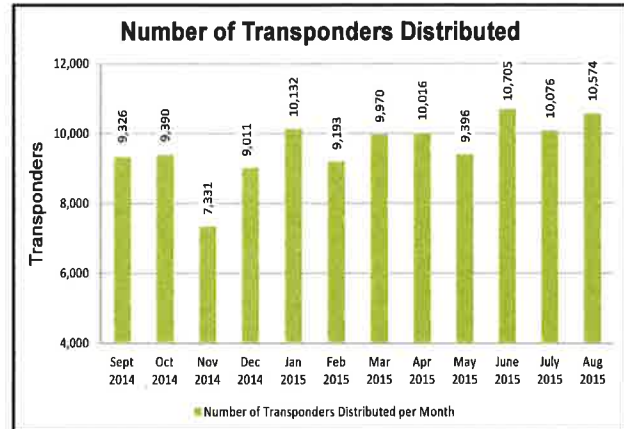
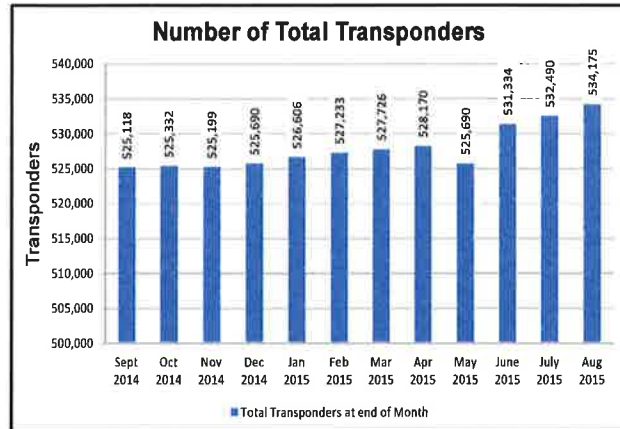
Transactions are shown for the past 6 months.

## FINANCIAL



**Note:** All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the fiscal year ended June 30, 2015.

## E-PASS TRANSPONDERS AND ACCOUNTS



### Notes:

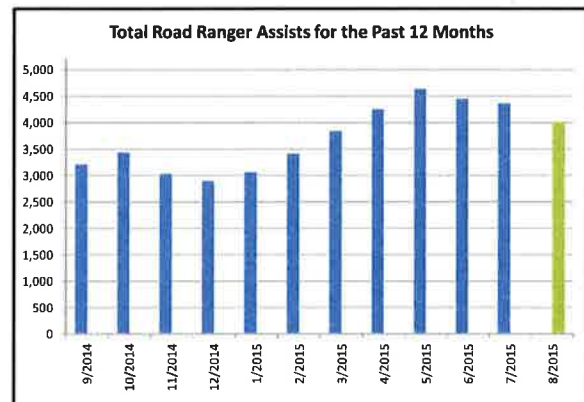
1. Transponder and account information is shown for the past 12 months.
2. Monthly transponders distributed include, but are not limited to new accounts, change in auto ownership, and replacement of old transponders with a newer version or sticker tag.
3. Active accounts are those showing activity within the past year.

## CUSTOMER SERVICE

### Average E-PASS Service Wait Times

	Observed	Goal
Call Center	2 min, 41 sec	< 3 min
East Walk-In Center	4 min, 3 sec	< 5 min
West Walk-In Center	3 min, 17 sec	< 5 min

### Road Ranger Assists: 4,008





## OPERATIONAL IMPROVEMENTS AND SAFETY

### Project Highlight

June 2015 was the first operational month of the *Wrong Way Driving Countermeasures Pilot Project*. The pilot project was implemented at the SR 408 Hiawassee Road and Kirkman Road interchanges. During the month of August 2015, there were 3 documented turn-arounds.

*Project 599-526A, Wrong Way Countermeasures Phase II* is currently under design.



### Current and Upcoming Operational / Safety Enhancement Activities

- Project 429-654C, SB SR 429 Ramp to CR 535 (under construction)
- Project 528-405, SR 528 Airport Mainline Toll Plaza Demolition (under construction)
- Project 599-620, Systemwide Ramp Striping and Option Lane Arrows (under construction)
- Project 599-729, SR 408 and SR 417 Guide Sign Replacements (under construction)
- Project 417-129, SR 417 Pedestrian Safety Improvements at Landstar (bidding)
- Project 599-616B, Trailblazer Replacement Phase II (bidding)
- Project 599-126, SB SR 417 to WB SR 528 Ramp Realignment (under design)
- Project 599-525, Systemwide Plaza DMS Upgrades (under design)
- Project 599-736, Systemwide RPM Replacement (under design)

## MAJOR DESIGN AND CONSTRUCTION FUNDED PROJECTS SUMMARY

The schedules reflect the anticipated procurement activities. They are based on the current FY 16-20 Work Plan and are subject to change.


Project No.	Project Name						
		2015	2016	2017	2018	2019	2020
417-301C	SR 417 / Boggy Creek Road Interchange						
528-405	SR 528 Airport Toll Plaza Demolition						
408-254	SR 408 Eastern Extension PD&E						
417-731A	SR 417 Resurfacing from SR 50 to Orange/Seminole County Line						
429-202	Wekiva Parkway (1A) - US 441 to N of Ponkan Road						
429-203	Wekiva Parkway (1B) - N of Ponkan Road to N of Kelly Park Road						
253F	SR 408 / SR 417 Interchange (Phase I)						
417-733	SR 417 Resurfacing from I-Drive to Moss Park						
429-204	Wekiva Parkway (2B) - N of Kelly Park Rd to CR 437 and Lake County Line						
599-126	SR 417 / SR 528 Ramp Improvements						
TBD	SR 429 Resurfacing from Seidel Road to CR 535						
TBD	SR 528 Resurfacing from SR 436 to Goldenrod Road						
429-205	Wekiva Parkway (2A) - CR 437 to Mt. Plymouth Road						
429-206	Wekiva Parkway (2C) - Lake County Line to SR 46						
528-130	SR 528 / SR 436 Bridge Deck Replacement						
528-131	SR 528 Econ River Bridge						
528-313	SR 528 / Innovation Way Interchange						
599-903	Toll Collection System Upgrade						
408-127	SR 408 Widening from Good Homes Road to East of Hiawassee Road						
TBD	SR 408 Resurfacing from West SR 50 to I-4						
408-128	SR 408 Widening from SR 417 to Alafaya Trail						
TBD	SR 417 Widening from Econlockhatchee Trail to County Line						
TBD	SR 528 Resurfacing from Goldenrod Road to SR 520						
TBD	SR 528 Widening from Narcoossee Road to SR 417						
TBD	SR 408 Resurfacing from East of I-4 to Yucatan Drive						
TBD	SR 414 Resurfacing from SR 429 to US 441						
TBD	SR 417 Resurfacing from Moss Park to Innovation Way						
		FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	

Design Construction PD&E

## EXHIBIT "C"

## MEMORANDUM

**TO:** Central Florida Expressway Authority Board  
Laura Kelley, Executive Director

**FROM:**  Joseph L. Passiatore, General Counsel

**DATE:** October 1, 2015

**SUBJECT:** Cost Saving Analysis for Right of Way Legal Services

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The attached August 28, 2015 memo from right of way counsel, Shutts & Bowen LLP, sets forth a request and justification for additional funding of \$6.5M in order to complete the firm's condemnation work on the Wekiva Parkway.

This memo was presented to the Right of Way Committee on September 23<sup>rd</sup> and the Committee unanimously passed a motion to recommend a one year contract renewal and additional funding of six million dollars (\$6,000,000.00).

The amount of the funding request combined with the fact that right of way counsel ultimately reports to the Board, warrants a discussion by the Board relative to the future use of outside counsel for the acquisition of right of way for CFX projects.

### CONTRACT STATUS

In addition to the Shutts & Bowen contract, there are other expiring legal services contracts and additional funding decisions which need to be made by the Board.

In particular, the following events have or are about to occur:

- 1) As noted above, the funding for the contract with **Shutts & Bowen LLP** has been depleted. This firm is handling Sections 203, 204, 205 and 206 of the Wekiva project as well as the closings with Farmland Reserve, Suburban Land Reserve and All Aboard Florida for S.R. 528 right of way. The current contract amount is \$5,035,000.

As of July 13, 2015 the amount of expert's fees and costs incurred and booked against the contract was \$2,222,830.30. The total legal fees and costs incurred by Shutts & Bowen is \$2,714,988.90. Together these amounts total \$4,937,819.20 and left a balance of only \$97,180.80 in relation to the not-to-exceed contract amount.

- 2) The current third one year renewal of the **Winderweeddle, Haines, Ward & Woodman, P.A. ("WHWW")** contract will expire on October 30, 2015. This firm was originally retained in August 2007 and is primarily handling 29 parcels in Sections 201, 202 and 204 of the Wekiva Parkway project, the Mattamy easement transfer to All Aboard Florida ("AAF") and surplus property transactions. There is currently \$342,627.99 remaining in contract balance.
- 3) The funding for the contract with **Lowndes, Drosdick, Doster, Kantor & Reed, P.A. ("LDDKR")** has been depleted. This firm is handling the four Project Orlando parcels at the Kelly Park interchange and vicinity. These parcels have been acquired by order of taking, but are set for one week valuation trial in late March 2016. The CFX appraisals total \$12,234,500 and the owner's appraisals will be furnished on October 15<sup>th</sup>. The property owner has already filed and lost one appeal over the taking of parcel 267. The total contract amount is \$450,000, but the current balance is only \$5,578.38.
- 4) **Mateer & Harbert** was hired to acquire the Carlsbad, Bal Bay and Neo parcels on S.R. 528 and the firm has successfully obtained purchase agreements on all three parcels. Closings with the owners and All Aboard Florida are currently being scheduled. The original contract amount was \$930,500.00, and as of August 31st there was a remaining balance of roughly \$850,000.

As our office has previously informed the Board, among the reasons these contracts need additional funding are the accelerated time frame of the TIFIA loan, the fact that the firms contract directly with the experts to preserve work product privilege, the unanticipated heavy workload generated by the multi-modal corridor and, at least in some Wekiva cases, overly litigious counsel for property owners.

As part of our office's effort to limit costs, we previously reassigned eight Wekiva Parkway Project parcels from the private firms and kept the S.R. 417/528 interchange parcel for in-house handling.

#### **COST ANALYSIS**

The question has been raised as to whether this work could be performed more efficiently and at a lower cost using in-house attorneys. For the most part, the current standard rate is \$250 an hour for partners and \$200 for associates. Obviously government lawyers are paid less on an hourly basis, but burden must be added to their hourly rate.

If the Board were inclined to absorb this function in-house in order to lessen reliance on outside counsel, I would recommend additional in house staffing of two senior attorneys



with litigation experience, one paralegal and one legal secretary. Staffing at a lesser level is an option, but it would be inadequate to absorb the lion's share of the 100 parcels currently in litigation. (67 for **Shutts**, 29 for **WHWW** and 4 for **LDDKR**.)

The market rate for senior government condemnation litigators is approximately \$95,000-\$140,000 commensurate with qualifications and experience. An experienced paralegal would be \$45,000 - \$60,000. A legal secretary would require another \$35,000 - \$45,000. Assuming the high end of these salaries, the total would be \$385,000. Further assuming a burden rate of 40%, the annual total is \$539,000.00.

Thus, based upon the assumption that the Wekiva parcels can be resolved in 3 years, the total in-house cost excluding expert fees and costs, is approximately \$1.6M over the three year period.

Evaluating this cost solely against the \$6M request, and again using the 3 year horizon, the cost of outside counsel, excluding expert fees at roughly 30%, totals \$1.4M per year or \$4.2M over the three year period.

Another basis of comparison would be to calculate a private attorney billing at a \$250 hourly rate multiplied times 2000 hours which equals \$500,000 per year. The same government attorney earning \$140,000 per year with burden of 40% would cost CFX \$196,000.00.

#### **LOGISTICAL AND QUALITATIVE ANALYSIS**

At this point, it must be noted that even with this additional staffing there would still be a need albeit reduced, for outside counsel involvement during a transition period. There are 18 trials with significant ranges in dollar value currently set for 2015 and 2016 including the Project Orlando cases. Changing trial counsel mid-stream most likely is not in CFX's best interests and the trial courts are not likely to grant continuances.

Moreover, even an expedited recruiting and hiring process would last through the end of November 2015 with the earliest start date being in January of next year. Office and equipment accommodations for the new personnel would need to be prioritized.

Lastly, in making an organizational change of this magnitude, the question arises as to CFX's need for future right of way acquisition services. Currently CFX is experiencing a heavy acquisition workload due to both the Wekiva Parkway and the S.R. 528 multi modal corridor.

The question is whether in 2-3 years the demand will be constant to justify the expanded in house legal staff. Discussion with the Engineering and Finance Departments concerning the need for right of way on projects in the Five Year Plan indicates that the S.R. 408 eastern extension will be the next project to generate significant right of way

acquisition. Assuming a 2-3 year time frame for development and approval of the PD&E would mean that there would be additional work at about the time the Wekiva Parkway parcels are finally completed.

### **OPTIONS**

Ultimately how these legal services should be delivered is a quintessential policy decision for the Board and there are many different options available to it including the following:

- 1) Continue on with the status quo arrangement of utilizing the private firms with the existing in-house staff taking cases as workload allows;
- 2) Begin the full-fledged transition to an in-house acquisition and condemnation section in the legal department authorizing the General Counsel to immediately commence the hiring process for the four new positions as outlined above with the Finance and HR Departments making the necessary budget and manning table adjustments;
- 3) Authorize a phased transition by hiring just one condemnation lawyer and one paralegal to begin the process of reassigning cases in-house while still utilizing outside counsel on a more limited basis and revisiting the issue in February before the **Shutts'** contract expires.

### **REQUESTED ACTIONS**

Whichever option the Board chooses, there is an immediate need to do the following:

- 1) Approve Supplemental Amendment No. 3 listed as Item 19 on the consent agenda to provide \$2M additional funding to the **Shutts'** contract for the duration of the current term until February 27, 2016;
- 2) Authorize extension of the **WHWW** contract currently set to expire on November 1, 2015 for a period of four months until February 27, 2016 with no additional funding added to the contract;
- 3) Authorize the preparation of Supplemental Amendment No. 4 to the **LDDKR** contract to be brought to the Right of Way Committee on October 28<sup>th</sup> and the Board on November 12<sup>th</sup> providing legal and expert cost funding sufficient to complete the Project Orlando parcels trial next year.

Chairman Cadwell will lead the discussion on this item and our office will be available to answer questions at the October 8<sup>th</sup> Board meeting.

JLP/ml

Attachment: Shutts & Bowen's August 28<sup>th</sup> memo



*Founded 1910*

## MEMORANDUM

TO: Laura Kelley, Executive Director      CLIENT-MATTER NO.: 19125  
Joseph L. Passiatore, General Counsel

FROM: Kenneth W. Wright, Esq.  
David A. Shontz, Esq.

DATE: August 28, 2015

RE: Request for Supplemental Agreement No. 2 to Shutts & Bowen LLP  
General Right-of-Way Counsel Services - Contract No. 000930

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As you are aware, on February 27, 2013, CFX (in its former structure as OOCEA) entered into a contract with Shutts & Bowen LLP for General Right-of-Way Counsel Services for a three-year period for a not-to-exceed amount of \$2,535,000 based on the hourly rates attached to the price proposal, with the possibility of two one-year renewals.

On or about November 19, 2014, CFX entered into supplemental agreement no. 1 with Shutts & Bowen increasing the not-to-exceed amount of the contract by \$2,500,000, to a total of \$5,035,000. As part of supplemental agreement no. 1, Shutts & Bowen voluntarily agreed to lower its hourly rates from those previously agreed to under the original price proposal.

Please keep in mind that included in the not-to-exceed amount are the all of the fees and costs of experts retained by Shutts & Bowen, on behalf of the CFX, directly related to the right-of-way acquisitions for the Wekiva Parkway parcels.

Additionally, the Shutts & Bowen invoices to date have also included nearly \$580,000 in fees and costs arising out legal services requested by CFX on the All Aboard Florida matter and the Innovation Way/Beachline Interchange project, neither of which was anticipated to be included in the General Right-of-Way Counsel Services at the time of the initial contract.

Below is a summary of the work completed and significant accomplishments since February 27, 2013:

- **89 parcels handled by Shutts & Bowen for Wekiva Parkway (429-203, 204, 205 and 206), consisting of 648 property interests as follows:**

- **423-203: 261 property interests acquired**
- **429-204: 142 property interests acquired**
- **429-205: 55 property interests acquired/set for OT to be acquired**
- **429-206 190 property interests acquired/set for OT to be acquired**
- **24 suits filed in Orange and Lake Counties, which also consists of the 67 separate Parcels currently in litigation as follows:**
  - **11 parcels are currently set for trial through the end of 2016**
  - **56 parcels are being litigated, but not yet set for trial**
- **Approximately 440 expert reports completed for the 89 parcels (first offer appraisal report, order of taking appraisal, date of value appraisal, engineering reports, land planning reports, business damage reports, etc.):**
  - **All expert reports are complete except approximately 20 updated appraisal reports through the date of value. Most, if not all expert fees going forward will be for litigation support and trial testimony.**

Please find set forth below an outline of the typical work necessary post-order of taking through a jury trial conclusion, including post judgment work and expert fees for litigation support:

- I. **Discovery** (written discovery, depositions of fact witnesses and experts, rebuttal, review of documents after production)
- II. **Motions** (dispositive and non-dispositive, attend hearings, etc.)
- III. **Mediation** (Prepare for and attend)
- III. **Pre-Trial Conference** (Witness and exhibit lists, motions in limine)
- IV. **Trial Preparation**
- V. **Trial Attendance** (5-7 day trials, after hour witness and client conferences, research, jury instructions, trial order compliance)
- VI. **Experts** (Preparation, reports)
- VII. **Post Trial/Judgment** (Motions to tax fees and costs, apportionment hearings, etc.)

Over the next 60 days, we will be completing the remaining Order of Takings for the final parcels in 205 and 206 which will result in additional fees and costs being incurred. Additionally, although taking a case through trial including expert's fees and post judgment work could be as much as \$300,000, it is likely that we will be successful in resolving many of the

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

You must disclose orally the nature of your conflict in the measure before participating.

You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

### DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, ANDRIA R. Herr, hereby disclose that on 10/8, 20 15

(a) A measure came or will come before my agency which (check one)

☐ inured to my special private gain or loss;

☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;

☐ inured to the special gain or loss of my relative, \_\_\_\_\_;

☒ of by inured to the special gain or loss whom I am retained; or \_\_\_\_\_, by

☐ inured to the special gain or loss of is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Seminole County Public Schools is a client.

26 OCT '15 PM12:30

10.22.2015  
Date Filed

Andria Herr  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

remaining 67 parcels presently being litigated without the need for a trial (though 11 parcels are currently set for trial through the end of 2016). In providing you with the requested range of legal and expert fees and costs going forward, we would estimate the minimum incurred for the remaining 67 parcels to be \$5,000,000; however, in the unlikely event that all of the cases in connection with the 67 parcels were to go to trial, these fees and costs could be as much as \$20,000,000.

As of July 13, 2015, the amount of legal fees and costs incurred by Shutts & Bowen is \$2,714,988.90. The amount of expert's fees and costs incurred and booked against the Shutts & Bowen contract for the same time period is \$2,222,830.30. Together they total \$4,937,819.20, leaving a balance of only \$97,180.80 in relation to the not-to-exceed contract amount.

Accordingly, Shutts & Bowen is requesting a supplemental agreement no. 2 to increase the not-to-exceed amount of the contract by another \$6,500,000.

## EXHIBIT "D"

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME <b>ERR</b>	FIRST NAME <b>ANDRIA</b>	MIDDLE NAME <b>RITA</b>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>CFX</b>
MAILING ADDRESS <b>PO Box 954203</b>			THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:  <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
CITY <b>Lake Mary</b>	COUNTY <b>Seminole</b>		NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED			MY POSITION IS:  <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE

## WHO MUST FILE FORM 8B

26 OCT '15 PM 12:30

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

**PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

**WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you **must** disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.