


# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: September 23, 2014

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

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

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

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

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000427

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

WITNESSETH

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

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

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

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

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

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

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

If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_  
AS TO FORM General Counsel for the Authority

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No: 000427

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

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

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No.: 000427

Amount of Changes to this document: \$0.00


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

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

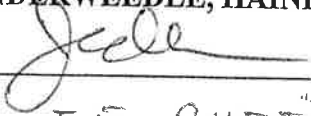
By:   
Director of Procurement

Date: 3/5/12

Approved as to Form and Execution:

  
Asst. General Counsel

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

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

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

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

WITNESSETH

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

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

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

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

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

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

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

ORLANDO-ORANGE COUNTY EXPRESSWAY  
AUTHORITY

BY: [Signature]

Authorized Signature

BY: [Signature]

Director of Procurement

Title: PRESIDENT

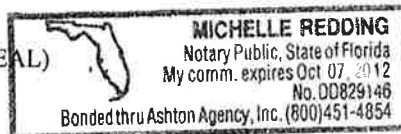
ATTEST: [Signature]

Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]



LEGAL APPROVAL:  
AS TO FORM

[Signature]  
General Counsel for the Authority

RECEIVED  
CONTRACTS DEPT

SIGNATURE / DATE

3309

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

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

WITNESSETH

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

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

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

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

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

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

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

ORLANDO-ORANGE COUNTY EXPRESSWAY  
AUTHORITY

BY: [Signature]  
Authorized Signature

BY: [Signature]  
for Director of Procurement

Title: PRESIDENT/CEO

ATTEST: [Signature]  
Secretary or Notary



If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

LEGAL APPROVAL:  
AS TO FORM

[Signature]  
General Counsel for the Authority

RECEIVED  
CONTRACTS DEPT

[Signature] 8/15/13  
SIGNATURE / DATE



ORLANDO - ORANGE COUNTY

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

April 23, 2014

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

Re: Right of Way Counsel Services  
Contract No. 000427


Dear Mr. Cheek:

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

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

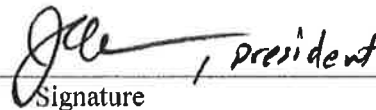
Sincerely,

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

  
Claude Miller  
Director of Procurement

cc: Joe Passiatore, General Counsel  
Contract File

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

  
Signature  
24 April 2014.  
Date

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

July 31, 2014

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

Re: Right of Way Counsel Services  
Contract No. 000427

Dear Mr. Cheek:

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

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

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Claude Miller  
Director of Procurement

cc: Joe Passiatore, General Counsel  
Contract File



## ORLANDO- ORANGE COUNTY EXPRESSWAY AUTHORITY



CONTRACT #000427 for "Right of Way Counsel"

THIS AGREEMENT by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY a public corporation of the State of Florida (hereinafter referred to as the Authority ) and ~~Winderwee~~<sup>Winderwee</sup>~~dle, Haines,~~<sup>dle, Haines,</sup> ~~Ward & Woodman, P.A.~~ (hereinafter referred to as the Legal Consultant )

### WITNESSETH

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

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

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

**ARTICLE I**  
**SCOPE OF WORK**

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

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

**ARTICLE II**  
**TERM**

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

**ARTICLE III**  
**EFFECTIVE DATE**

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

**ARTICLE IV**  
**COMPENSATION**

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

**ARTICLE V**  
**METHOD OF PAYMENT**

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

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

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

Address 329 Park Avenue North  
Second Floor  
Winter Park FL 32789

---

**ARTICLE VI**  
**TERMINATION**

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

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

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

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

## **ARTICLE VII**

### **INDEPENDENT CONTRACTOR**

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

## **ARTICLE VIII**

### **INSURANCE**

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

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

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

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

**ARTICLE IX  
MODIFICATION**

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

**ARTICLE X  
SUBCONTRACTING**

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

**ARTICLE XI  
DEFAULT**

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

**ARTICLE XII  
CONFLICT OF INTEREST**

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

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

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

**ARTICLE XIII**  
**SEVERABILITY**

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

**ARTICLE XIV**  
**VENUE AND WAIVER OF JURY TRIAL**

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

**ARTICLE XV**  
**INDEMNIFICATION**

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

**ARTICLE XVI**  
**PUBLIC RECORDS LAW, ETC**

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

**ARTICLE XVII**  
**NOTICE TO THE PARTIES**

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

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

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

**ARTICLE XVIII**  
**WAIVER**

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

**ARTICLE XIX  
ASSIGNMENT**

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

**ARTICLE XX  
ENTIRE AGREEMENT**

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

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

Signed, sealed and delivered

ORLANDO-ORANGE COUNTY EXPRESSWAY

In the presence of

AUTHORITY

Charles Morzillo By   
Glen H. [unclear] Date 8/8/07

Approved as to form

Joseph J. Casanatore  
OOCEA General Counsel

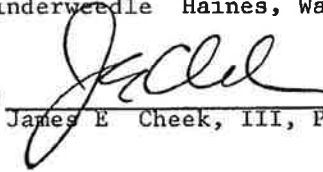


LEGAL CONSULTANT

Winderwee Haines, Ward & Woodman P A



By



James E Cheek, III, President

Comme Ward

Date

26 July 2007.

**ATTACHMENT A  
COST PROPOSAL FORM**

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

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

Fee Structure

Senior Partners	\$250per hour
Junior Partners	\$225per hour
Senior Associates	\$200per hour
Associates	\$175per hour
Junior Associates	\$150per hour
Paralegals	\$125per hour

\*95 =

*[Handwritten signature]*

Westport Insurance Corporation

**CUSTOMIZED PRACTICE COVERAGE®**  
**DECLARATIONS**

---

Policy Number WLW308004143202  
Renewal of Policy WLW308004143201

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

A Named Insured WINDERWEEDLE HAINES WARD & WOODMAN P A

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

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

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

**E Coverage**

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

Claims Expenses are included within the Limit of Liability and Deductible

**F Total Premium**

Florida Hurricane Surcharge  
Total Premium + Surcharge

Date 04-24 07

Copyright © 1998 Westport Insurance Corporation All rights reserved  
The reproduction or utilization of this work in any form whether by any electronic mechanical or other means now known or hereafter invented including xerography photocopying and recording and information storage and retrieval system is forbidden without the written permission of Westport Insurance Corporation