CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
March 12, 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 BOARD MEETING MINUTES – **(Action Item)** Tab C

1) January 8, 2015 Board Meeting (Revised)
2) February 12, 2015 Board Meeting
3) February 12, 2015 Board Workshop

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

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **Wekiva Parkway/TIFIA Loan** – *Congressman Daniel Webster* **(Info. item)**

2. **Adoption of Master Junior Lien Resolution and Adoption of First Supplemental Junior Lien Bond Resolution Authorizing the issuance of Junior Lien Revenue Bonds, Series 2015 in connection with the TIFIA Loan Agreement for the Wekiva Parkway Project (Authority Segments)** – *Lisa Lumbard, Interim CFO and Joseph Stanton, Broad & Cassel* **(Action item)** Tab F.2

3. **Update on Executive Director Search** – *Michael Scheeringa, Board Member and Chair of Executive Search Committee* **(Info. Item)**

4. **Approval of Resolution Adopting Ethics Policy** – *Jo Thacker, Esquire* **(Action Item)** Tab F.4

5. **Bus Toll Lanes Concept** – *Joe Waggoner, Executive Director of Tampa-Hillsborough County Expressway Authority* **(Info. Item)** Tab F.5

6. **Federal Lobbyist Needs** – *Commissioner Fred Hawkins, Board Member* **(Discussion Item)**

7. **Commuter Relief and Outreach for I-4 Ultimate Project** - *Laura Kelley, Deputy Executive Director and Michelle Maikisch, Director of Public Affairs & Communication* **(Action Item)** Tab F.7

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

C.

REVISED MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
January 8, 2015

Board Members Present:
Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Commissioner Fred Hawkins, Jr., Osceola County
Mayor Teresa Jacobs, Orange County
Walter A. Ketcham, Jr., Gubernatorial Appointment (arrived late)
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Board Member Not Present:
Mayor Buddy Dyer, City of Orlando

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

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

CALL TO ORDER

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

PUBLIC COMMENT

Mr. Bob Hartnett extended an invitation to attend the joint TEAMFL/Florida Transportation Commission meeting on January 22 and 23 at the Hyatt Regency Orlando International Airport.

APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the minutes of the December 11, 2014 Board Meeting as presented. The motion carried with seven

Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.

ANNUAL ELECTIONS

Chairman

A motion was made by Commissioner Boyd and seconded by Mayor Jacobs to nominate Commissioner Cadwell as Chairman. The motion carried with seven Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.

Vice-Chairman

A motion was made by Commissioner Hawkins and seconded by Mr. Scheeringa to nominate Commissioner Boyd for Vice-Chairman. The motion carried with seven Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.

Secretary

A motion was made by Commissioner Hawkins and seconded by Mayor Jacobs to postpone the Secretary election, in order to see the outcome of the proposed amendment to the CFX legislation. The motion carried with seven Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.

Treasurer

A motion was made by Mayor Jacobs and seconded by Commissioner Hawkins to nominate Commissioner Carey for Treasurer. The motion carried with seven Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.

APPROVAL OF CONSENT AGENDA

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

CONSTRUCTION & MAINTENANCE

1. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-204

2. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-205

3. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-206

4. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection (CEI) Services for S.R. 408/S.R. 417 Interchange Improvements – Project 253F

5. Authorization to enter into Construction Contract Modifications on the following contract:
   a) Contract No. 417-301C SEMA Construction $210,731.90

ENGINEERING

6. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 408 Widening from Good Homes Road to Hiawassee Road – Contract No. 001065

7. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 408 Eastern Extension PD&E Study – Contract No. 001064

LEGAL

8. Adoption of Resolutions for acquisition of Parcels 237, 238, 240, 241, 242 (Parts A & B), 250 (Parts A & B), 251, 252 (Parts A & B), 253, 255, 258, 259, 260, 262, 264, 265, 278, 280, 301, 304 (Parts A & B), and 305 (Parts A & B) for construction of Wekiva Parkway Project 429-204

9. Approval to award contract for Disclosure Counsel Services to Nabors, Giblin & Nickerson, P.A. – Contract No. 001055 (Contract Amount: $250,000)

PROCUREMENT

10. Approval of Resolution Amending the Procurement Policy

EXPRESSWAY OPERATIONS

11. Approval of Agreement with Southwest Research Institute for Maintenance and Support of Data Server – Contract No. 001068 (Contract Amount: $1,486,747.29)

A motion was made by Commissioner Hawkins and seconded by Mayor Jacobs to approve the Consent Agenda as presented. The motion carried with seven Board members present and voting AYE by voice vote; Mayor Dyer and Mr. Ketcham were not present.

CHAIRMAN'S REPORT

1) On behalf of the Board, Chairman Cadwell sent a letter to former FDOT Secretary Ananth Prasad thanking him for his support and service. Chairman Cadwell has spoken with the new Secretary, Jim Boxold regarding the legislative agenda. It was a very good discussion.

2) Chairman Cadwell reported on two new projects that will be getting underway before the end of this month:
    - The speed limit increase approved earlier this year on SR 417 an SR 429
    - Wrong Way Driving Pilot Study

TREASURER'S REPORT

Commissioner Carey reported that toll revenues for November were $26,016,136 which is 2.9% above projections and 5% above prior year. The Authority's total revenues were $27.8 million for the month.

Total OM&A expenses were $4.2 million for the month and $18.6 million year-to-date, which is 14.5% under budget.

After debt service the total net revenue was $11.7 million for November and $63.2 million year-to-date.

STAFF'S REPORT

Chairman Cadwell provided the Staff Report prepared by Deputy Executive Director Joseph Berenis.

APPROVAL OF LIMITED CONTRACT EXTENSION FOR ISSUER'S COUNSEL PER BOARD DIRECTION AT DECEMBER 11TH MEETING

As directed by the Board last month, Legal and Procurement have prepared an extension agreement of the current Issuer's Counsel Contract for completion of services on the CFX loan application for TIFIA funds for the Wekiva Parkway project and associated debt issuance for the Board's consideration.

Staff recommends:

1) approval of the contract extension with Shutts & Bowen;
2) that all future CFX Issuer's Counsel services be absorbed by in-house General Counsel; and
3) discontinuance of the pending RFP #001046

A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to approve the staff recommendations regarding Issuer's Counsel Services. The motion carried with seven Board members present and voting AYE by voice vote; Mayor Dyer and Mr. Ketcham were not present.

APPOINTMENT OF CFX BOARD MEMBER TO METROPLAN ORLANDO BOARD

A motion was made by Commissioner Boyd and seconded by Commissioner Carey to appoint Commissioner Hawkins to the Metroplan Orlando Board. The motion carried with seven Board members present and voting AYE by voice vote; Mayor Dyer and Mr. Ketcham were not present.

PROPOSED ADJUSTMENT TO CFX LEGISLATION

(Mr. Ketcham arrived during this presentation at 9:20 a.m.)

Deputy Executive Director Laura Kelley has been working with Senator Simmons to clean up the language on Senate Bill 230.

Ms. Kelley explained the proposed changes (Exhibit "B").

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to amend the legislative changes as stated above to include amending the appointment date of gubernatorial appointees to December 31. The motion carried with eight Board members present and voting AYE by voice vote; Mayor Dyer was not present.

REQUEST FOR DIRECTION REGARDING EXECUTIVE DIRECTOR SELECTION

Discussion took place regarding the Executive Director search process.

A motion was made by Mr. Scheeringa and seconded by Mayor Jacobs to form a committee headed by Mr. Scheeringa to be supported by human resources leadership from Orange, Seminole, Lake and Osceola Counties and the City of Orlando over the next month and that staff will reissue the RFP per guidance of Laura Kelley and Joe Passiatore. The committee will take that feedback and come up with a firm recommendation to the Board at the February 12, 2015 Board meeting for the process going forward, which could include a recommendation of a firm. The motion carried unanimously with eight Board Members present and voting AYE by voice vote; Mayor Dyer was not present.

Laura Kelley was directed to assign the CFX representative to serve on the committee.

The Board Members will forward their committee appointments to Laura Kelley as soon as possible.

BOARD MEMBER COMMENT

The Board Members provided comments on various issues.

ADJOURNMENT

There being no further business to come before the Board, the Chairman adjourned the meeting at 10:28 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 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 or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, wwexpresswayauthority.com

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
February 12, 2015

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

Board Member Not Present:
Commissioner Fred Hawkins, Jr., Osceola County

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

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

CALL TO ORDER

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

PUBLIC COMMENT

Mr. Chuck Graham would like to see a percentage of toll money put into dedicated funding of public transportation for disabled and senior citizens.

APPROVAL OF MINUTES

Approval of the January 8, 2015 board meeting minutes was delayed until next month.

APPROVAL OF CONSENT AGENDA

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

CONSTRUCTION & MAINTENANCE

1. Authorization to advertise for Construction Bids for S.R. 417 Milling & Resurfacing from S.R. 50 to Orange/Seminole County Line – Project No. 599-731

2. Approval of Final Ranking and Authorization to enter into Fee Negotiations for Construction Engineering & Inspection (CEI) Services for Wekiva Parkway from North of Ponkan Rd. to North of Kelley Park Rd. - Project No. 429-203

3. Approval of contract award to Kenyon & Partners, Inc. for S.R. 417 Mainline Toll Plazas Air Conditioner Replacements – Project No. 599-732 (Contract amount: $692,502)

ENGINEERING

4. Authorization to advertise for Letters of Interest for Design Consultant Services for replacement of Econlockhatchee River Bridge over S.R. 528 – Project No. 528-131

5. Approval to reimburse Duke Energy for relocation of overhead transmission and distribution lines (Reimbursement amount: $2,572,054.68)

EXPRESSWAY OPERATIONS

6. Authorization to execute Lease Agreement with Pinar Associates SC Company, Ltd. For E-PASS Service Center (Lease Amount: $127,200)

7. Authorization to negotiate with TransCore, LP for Toll Collection System Upgrade – Contract No. 001021

FINANCE AND ACCOUNTING

8. Approval of Contract Renewal with Moore Stephens Lovelace, P.A. for External Auditing Services – Contract No. 000841 (Contract Amount: $79,500)

9. Approval of Contract Renewal with Public Financial Management, Inc. for Financial Advisor Services – Contract No. 000833 (Contract Amount: $350,000)

10. Approval of Contract Renewal with PFM Asset Management LLC for Investment Advisor Services – Contract No. 000832 (Contract Amount: $195,000)

11. Approval for Disposal of Inventory Items

LEGAL

12. Approval of Purchase Agreement with Linna Louise Doherty, f/k/a Linna Louise Weatherman and James Richard Weatherman for acquisition of Parcel 278, Wekiva Parkway Project 429-204 (Settlement amount: $156,800)

13. Approval of Mediated Settlement Agreement with Michael Shulman for acquisition of Parcel 188, Wekiva Parkway Project 429-203 (Settlement amount: $375,000)

14. Approval of Mediated Settlement Agreement with C'Sandra K. and Ellis L. Hall for acquisition of Parcel 186, Wekiva Parkway Project 429-203 (Settlement amount: $450,000)

15. Authorization to execute Cooperative Purchase Agreement with Kelly, Collins & Gentry, Inc. for Right of Way Support Services – Contract No. 001099 (Agreement amount: Not-to-exceed $300,000)

16. Adoption of Revised Resolution for the acquisition of Parcel 242 for the construction of the Wekiva Parkway Project No. 429-204

A motion was made by Commissioner Boyd and seconded by Mr. Ketcham to approve the Consent Agenda as presented. The motion carried with 8 Board members present and voting AYE by voice vote; Commissioner Hawkins was not present.

CHAIRMAN'S REPORT

1) Chairman Cadwell reported that CFX staff is continuing to meet with both All Aboard Florida and Deseret Ranch. The Board will be kept up to date on those meetings.
2) Chairman Cadwell reported on his meetings in Tallahassee with legislative leadership.
3) Last week we advertised for the first construction contracts on the CFX sections of the Wekiva Parkway. We expect to begin construction in Apopka in early summer.
4) Channel 9 did a story on our wrong way driving prevention system.

TREASURER'S REPORT

Commissioner Carey reported that toll revenues for December were $28,237,248 which is 7.6% above projections and 10% above prior year. The Authority's total revenues were $29.8 million for the month.

Total OM&A expenses were $7.8 million for the month and $26.4 million year-to-date, which is 5.8% under budget.

After debt service the total net revenue was $10.1 million for December and $73.4 million year-to-date.

Mr. Madara has requested that staff include a year-over-year growth rate on the front end side of the report so we can easily see what revenues and expenses are in terms of growth year-over-year.

STAFF'S REPORT

Deputy Executive Director Joseph Berenis provided the Staff Report in written form.

EXECUTIVE DIRECTOR SEARCH

Mr. Scheeringa described the procurement process that CFX went through to secure an executive search firm.

Board approval is requested to award the contract to the first ranked firm, Harris Rand Lusk, for a not-to-exceed amount that will be negotiated based on a percentage of the salary range approved by the Board.

Deputy Executive Director Laura Kelley went over the Executive Director selection process recommended by the Executive Search Committee:

1) Search firm will cull the Executive Director applicant list down to the most highly qualified candidates.
2) Executive Search Committee will shortlist those candidates down to 5 or 6.
3) Executive Search Committee will interview the shortlisted candidates as a panel.
4) From the panel interviews, the Committee will shortlist the top 2 or 3 candidates for the Board Members to consider.
5) The Board members will have the opportunity to interview the top candidates one-on-one.
6) The Board will be asked to approve a final candidate at the May 14 Board meeting.

A motion was made by Mr. Scheeringa and seconded by Mayor Jacobs to award the contract for Executive Search Consultant Services to Harris Rand Lusk for a not-to-exceed amount that will be negotiated based on a percentage of the salary range approved by the Board and to move forward with the search/selection process recommended by the Executive Search Committee. The motion carried with 8 Board members present and voting AYE by voice vote; Commissioner Hawkins was not present.

The salary range for the Executive Director position was discussed.

A motion was made by Mr. Ketcham and seconded by Commissioner Carey to advertise a flexible salary range of $200,000 to $250,000 for the Executive Director position. The motion carried with 8 Board members present and voting AYE by voice vote; Commissioner Hawkins was not present.

CFX PUBLIC INFORMATION OUTREACH REGARDING I-4 ULTIMATE PROJECT

Director of Public Affairs & Communication Michelle Maikisch gave a presentation on the commuter outreach objectives during the I-4 Ultimate Project. The objective is to increase commuter's awareness that expressways are an option during the six-year I-4 construction period.

To make the commute easier, staff proposes expanding the Free E-PASS mini sticker transponder program. Currently the mini sticker is available in Orange, Seminole, Osceola, Lake, Volusia and Brevard Counties. Staff recommends expanding the Free E-PASS Mini Sticker program to Polk County residents.

Deputy Executive Director Laura Kelley talked about future customer considerations that staff will bring back next month for further discussion:

- Exploring opportunities to help current and future customers
    - Consider E-PASS activation amount: $25 to $15
    - Minimum credit card account replenishment
- Exploring relief options for electronic customers using the expressways during I-4 construction

A motion was made by Mr. Scheeringa and seconded by Commissioner Carey to support the staff recommendation to expand the free E-PASS mini sticker program to Polk County residents and for staff to come up with a comprehensive plan for I-4 relief through economic incentives that does not violate any of our projections financially. The motion carried with 8 Board members present and voting AYE by voice vote; Commissioner Hawkins was not present.

2040 MASTER PLAN

Director of Engineering Glenn Pressimone gave an overview of the 2040 Master Plan.

The purpose of the Master Plan is to establish policy for future operations and capital investment decisions. The Master Plan is the basis for the Five-Year Work Plan.

Mr. Pressimone provided information about the 2030 Master Plan, which was completed in 2006 with $1.4 billion in existing system improvements and $4.8 billion in potential expansion projects.

Master Plan Elements

- Existing System Improvements
    - Capacity
    - Traffic Operations
    - System Renewal Needs
- Revenue/Tolling Options
    - Toll Rate Policy
    - Toll Collection Technology & Operations

- Expansion Projects
- Multi-Modal Transportation Role
    - 2014 CFX legislation created major opportunities for multi-modal projects

2040 Master Plan Status

- Two phase approach
- Phase One (Completed in December 2013)
    - Data Collection
    - Existing system analysis
    - Coordination with 15 stakeholders
- Phase Two
    - Mission and vision
    - Policy direction
    - Opportunity evaluation

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

CONSTRUCTION PROJECTS UPDATE

Director of Construction & Maintenance Ben Dreiling presented an update on active construction projects, which include the SR 417/Boggy Creek Road Interchange and the recently opened partial interchange with SR 417/Florida's Turnpike.

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

BOARD MEMBER COMMENT

Commissioner Scott Boyd talked the potential to utilize toll roads in transporting the construction materials for a sand plant at Schofield Road and the prospective for a connection to the Schofield corridor east to Lake County.

ADJOURNMENT

There being no further business to come before the Board, the Chairman adjourned the meeting at 10:40 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2015.

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MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD WORKSHOP
February 12, 2014

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

Board Member Not Present:
Commissioner Fred Hawkins, Jr., Osceola County

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

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

CALL TO ORDER

The workshop was called to order at 10:52 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

There was no public comment.

DISCUSSION ON REVISIONS TO ETHICS POLICY REGARDING BOARD MEMBERS

Attorney Jo Thacker went over Florida Statute Chapter 112 and the Code of Ethics previously approved by the Orlando-Orange County Expressway Authority.

The Board members provided their comments.

Ms. Thacker was directed to take the comments into consideration and come back to the Board next month with a chart that lays out the unique issues in CFX's Code of Ethics compared to the Florida Statutes.

BOARD MEMBER COMMENT

There were no comments from the Board members.

ADJOURNMENT

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

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2015.

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D.

CONSENT AGENDA
March 12, 2015

CONSTRUCTION & MAINTENANCE

1. Authorization to Advertise for Fence Repair and Replacement Services in advance of Wekiva Parkway construction projects – Contract No. 001106

2. Authorization to Advertise for construction bids for Guide Signing Improvements on S.R. 408, S.R. 417 and S.R. 429 – Project No. 599-729

3. Authorization to Advertise for Construction Bids for S.R. 417/Landstar Boulevard Intersection Improvements – Project No. 417-129

4. Authorization to Advertise for Construction Bids for S.R. 429/CR 535 South Off Ramp Improvements – Project No. 429-654C

5. Authorization to Advertise for Bids for Systemwide Coating/Painting Application – Project No. 599-734

6. Approval for Award of Contract to Target Engineering Group, Inc. for Miscellaneous Construction Engineering & Inspection (CEI) Services – Contract No. 001054 (Contract Amount: Not-to-Exceed $3,500,000)

7. Approval of Construction Contract Modifications on the following contracts:
   a) Contract No. 599-725 Ranger Construction Ind. ($354,693.94)
   b) Contract No. 417-301C SEMA Construction $664,207.00

8. Approval for Award of Contract to Covalt Group, Inc. for Construction Contractor Compliance Consultant Services for the Wekiva Parkway – Contract No. 001072 (Agreement Amount: Not-to-Exceed $925,000)

ENGINEERING

9. Approval of Supplemental Agreement No. 5 with HNTB Corporation for Post Design Services on S.R. 429, Wekiva Parkway – Project No. 429-202 (Supplemental Agreement Amount: Not-to-Exceed $725,000)

10. Approval of Supplemental Agreement No. 5 with Dewberry Engineers, Inc., d/b/a Dewberry/Bowyer-Singleton for Post Design Services on S.R. 429, Wekiva Parkway – Project No. 429-203 (Supplemental Agreement Amount: Not-to-Exceed $580,000)

11. Approval for Award of Contract to Metric Engineering, Inc. for Project Development and Environmental Study (PD&E) Study on S.R. 408 Eastern Extension – Contract No. 001064 (Contract Amount: $2,200,000)

12. Approval for Award of Contract to TLP Engineering Consultants, Inc. for S.R. 408 Widening from Good Homes Road to Hiawassee Road – Contract No. 001065 (Contract Amount: $1,550,000)

MISCELLANEOUS

13. Approval of Amendment to the Interlocal Agreement for Creation of the Metroplan Planning Organization d/b/a Metroplan Orlando

14. Approval of Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement

TOLL OPERATIONS/INFORMATION TECHNOLOGY

15. Authorization to Advertise for E-PASS Customer Service Center Operations and Violation Enforcement Operations

16. Authorization to Renew Agreement with TransCore, LP for System Hardware Maintenance – Contract No. 000178 (Agreement Amount: $6,328,877.35)

17. Authorization to Renew Agreement with TransCore, LP for System Software Maintenance – Contract No. 000179 (Agreement Amount: $1,381,194.36)

LEGAL

18. Approval of Utility Relocation Agreement with Duke Energy Florida, Inc. for relocation of transmission and distribution facilities along S.R. 429-201 and S.R. 429-202 corridors (Agreement Value: $2,572,054.68

19. Approval of Settlement with John and Cynthia Miller for the acquisition of Parcel 154 for the Wekiva Parkway Project 429-202 (Settlement Amount: $438,989)

20. Approval for payment of Business Damages Claim and Expert Costs Claim made by Korus Orchid Corporation, the owner of Parcel 120, Wekiva Parkway Project 429-202 (Claim amount: $3,698,975.50)

21. Authorization to execute Cooperative Purchase Agreement with GAI Consultants, Inc. for Right of Way Support Services – Contract No. 001100 (Contract Amount: Not-to-Exceed $300,000)

22. Authorization to declare Parcel 7 on S.R. 528 as surplus

23. Approval of Agreement with City of Apopka for Subordination of Right of Way and for Maintenance of Traffic at Yothers Road during the development of the Wekiva Parkway, Project 429-202

24. Approval of Fourth Amendment to Contract of Sale and Purchase between Suburban Land Reserve, Inc., Farmland Reserve, Inc. and Central Florida Expressway Authority extending inspection period to June 1, 2015

25. Approval of increase in Contract Amount with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. for acquisition of Wekiva Parkway Parcel Nos. 197, 230, 257 and 267 – Project No. 429-203 (Contract increase of $150,000 and extension of term to 12/31/15)

26. Approval of Second Addendum to Agreement for Engineering Expert Witness Consulting Services with Donald W. McIntosh Associates, Inc. for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205 and 429-206 (Addendum amount: $200,000)

CONSENT AGENDA ITEM

#1

MEMORANDUM

TO: Authority Board Members

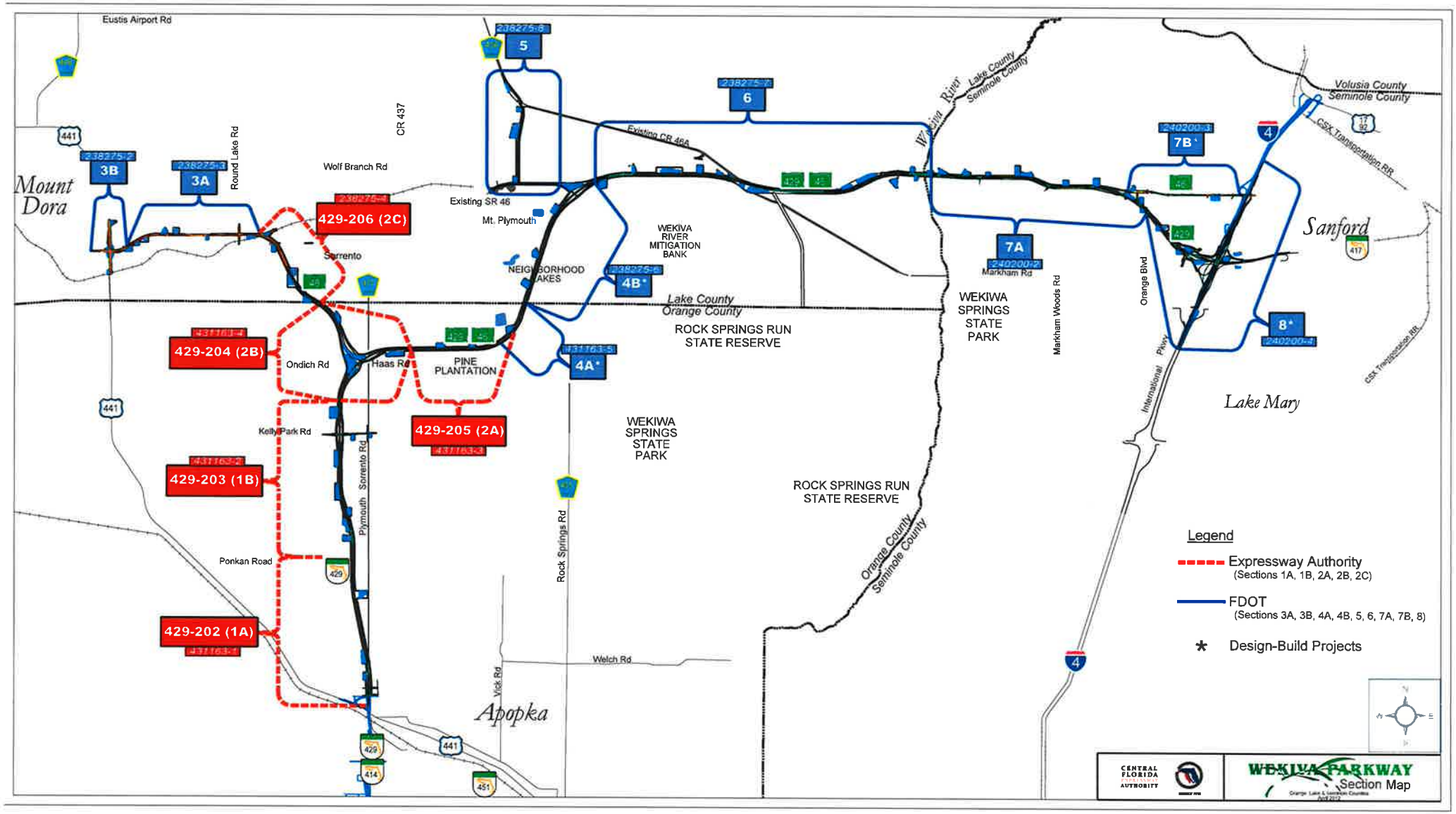
FROM: Claude Miller
Director of Procurement

DATE: February 24, 2015

RE: Authorization to Advertise for
Fence Repair and Replacement Services
Contract No. 001106

Board authorization is requested to advertise for fence repair and replacement services for properties purchased by the Authority in advance of Wekiva Parkway roadway and bridge construction projects. This contract will enable us to perform fence repairs/replacement as-needed to help secure these parcels and limit unwanted access until scheduled construction begins.

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


Eustis Airport Rd
Mount Dora
Round Lake Rd
CR 437
Wolf Branch Rd
Existing SR 46
Mt. Plymouth
Sorrento
NEIGHBORHOOD LAKES
WEKIVA RIVER MITIGATION BANK
Existing CR 46A
Wekiva River
Lake County
Seminole County
Volusia County
Seminole County
GSX Transportation RR
Sanford
Lake Mary
Markham Rd
Markham Woods Rd
Orange Blvd
International Pkwy
Lake County
Orange County
ROCK SPRINGS RUN STATE RESERVE
WEKIWA SPRINGS STATE PARK
PINE PLANTATION
Ondich Rd
Haas Rd
Kelly Park Rd
Sorrento Rd
Plymouth
Ponkan Road
Rock Springs Rd
Welch Rd
Vick Rd
Apopka
Orange County
Seminole County
429-206 (2C)
429-204 (2B)
429-205 (2A)
429-203 (1B)
429-202 (1A)
3B
3A
5
6
4B*
4A*
7A
7B*
8*
Legend
Expressway Authority
(Sections 1A, 1B, 2A, 2B, 2C)
FDOT
(Sections 3A, 3B, 4A, 4B, 5, 6, 7A, 7B, 8)
* Design-Build Projects
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
WEKIVA PARKWAY
Section Map

CONSENT AGENDA ITEM

#2

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

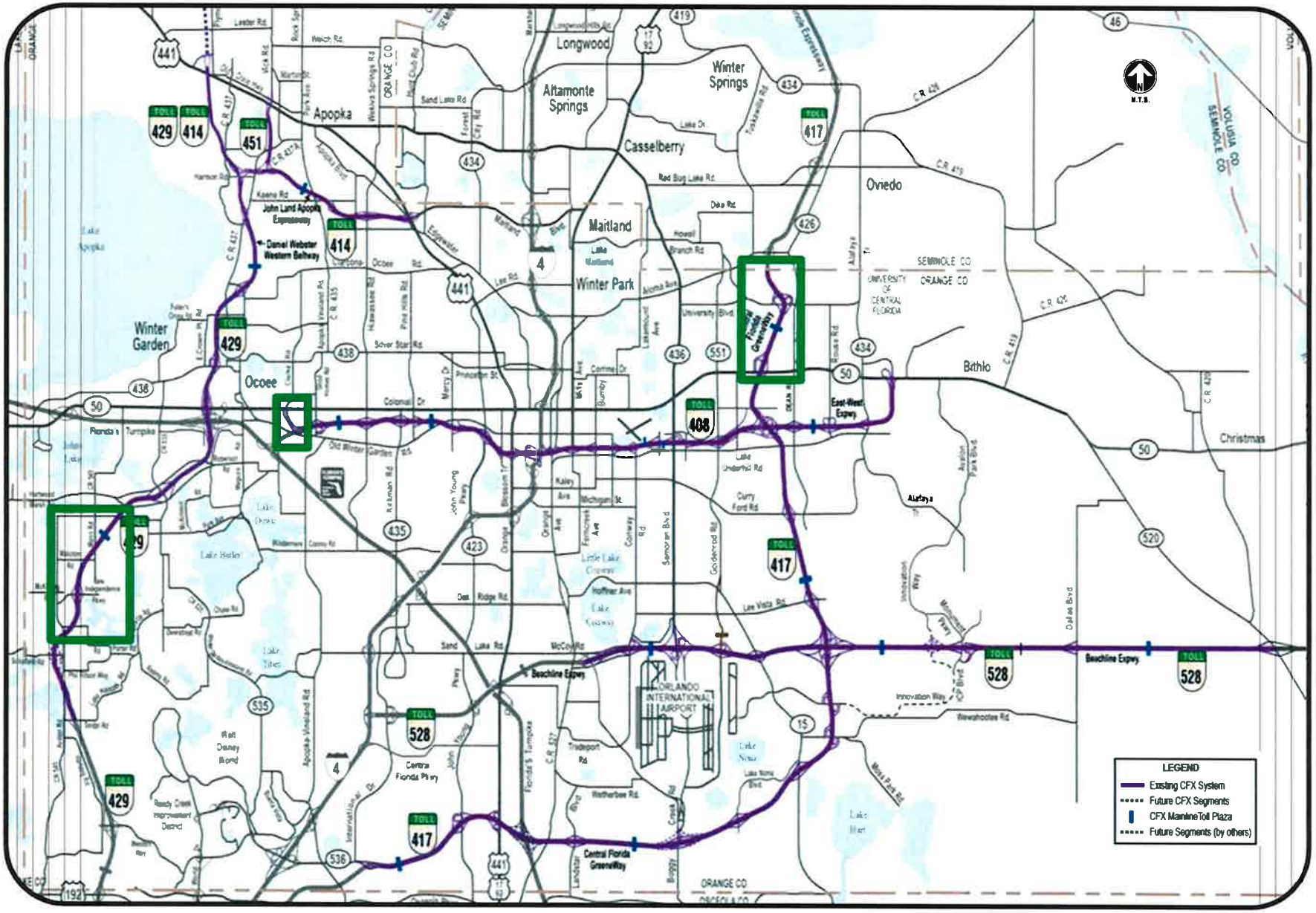
DATE: February 24, 2015

RE: Authorization to Advertise for Construction Bids for
S.R. 408, S.R. 417 and S.R. 429 Guide Signing Improvements
Project No. 599-729, Contract No. 001103

Authorization is requested to advertise for bids to construct guide sign improvements on S.R. 408 (Clarke Road/S.R. 50 to west of Good Homes Road), S.R. 417 (S.R. 50 to the Orange/Seminole County line), and S.R. 429 (south of County Road 535 to County Road 545).

This project is included in the current Five-Year Work Plan.

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



Central Florida Expressway Authority

SR 408 / SR 417 /SR 429 Guide Signing Improvements (Project 599-729)

CONSENT AGENDA ITEM

#3

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

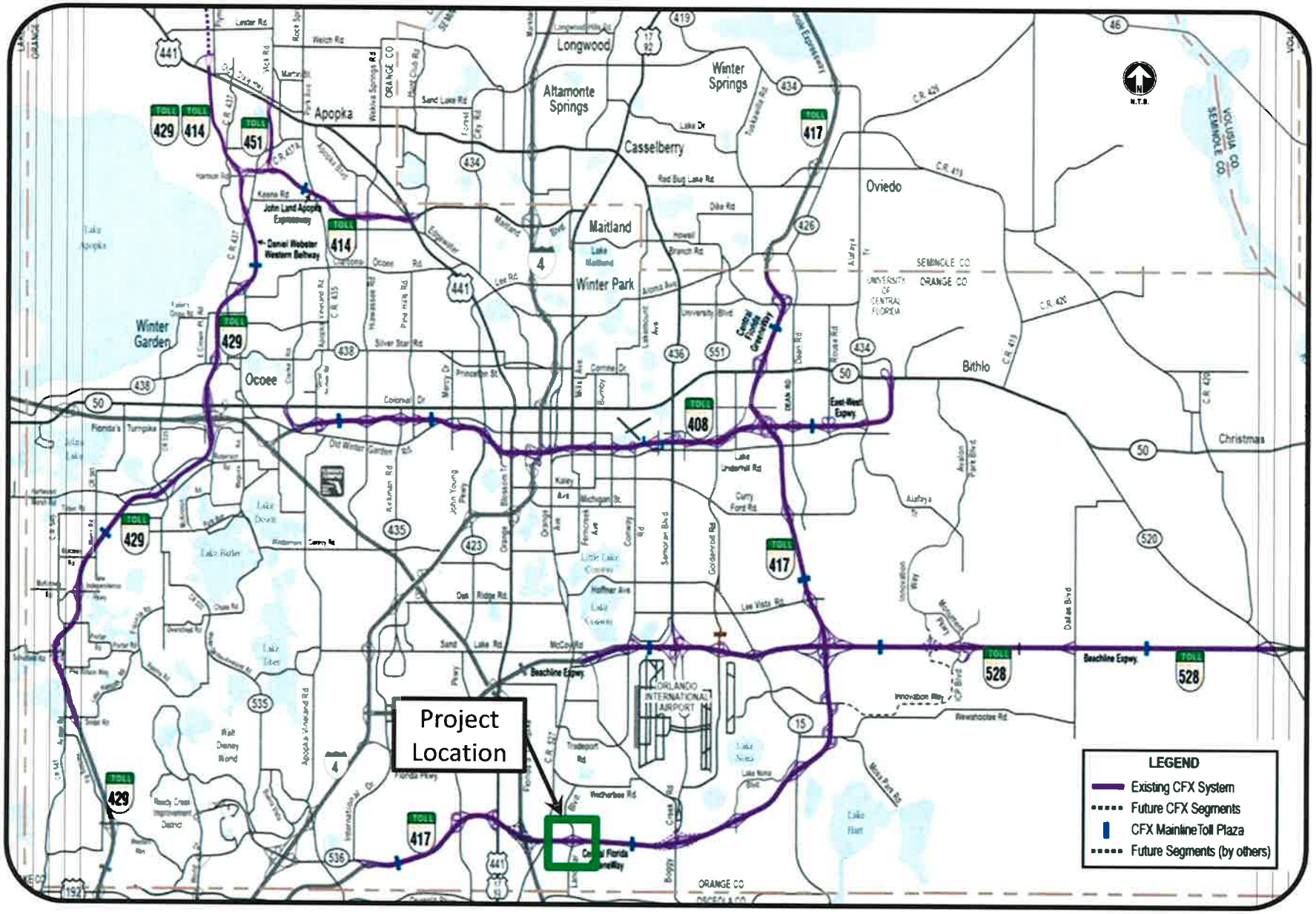
DATE: February 24, 2015

RE: Authorization to Advertise for Construction Bids for
S.R. 417/Landstar Boulevard Intersection Improvements
Project No. 417-129, Contract No. 001102

Authorization is requested to advertise for bids to construct improvements at the S.R. 417 and Landstar Boulevard intersection. The work will include the installation of mast arm signal poles to control right-turning vehicles at the exit ramp terminals and the removal of the right-turn channelized islands going into the S.R. 417 entrance ramps for improved pedestrian movements.

This project is included in the current Five-Year Work Plan.

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



Central Florida Expressway Authority
SR 417 / Landstar Boulevard Intersection Improvements (Project 417-129)

CONSENT AGENDA ITEM

#4

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

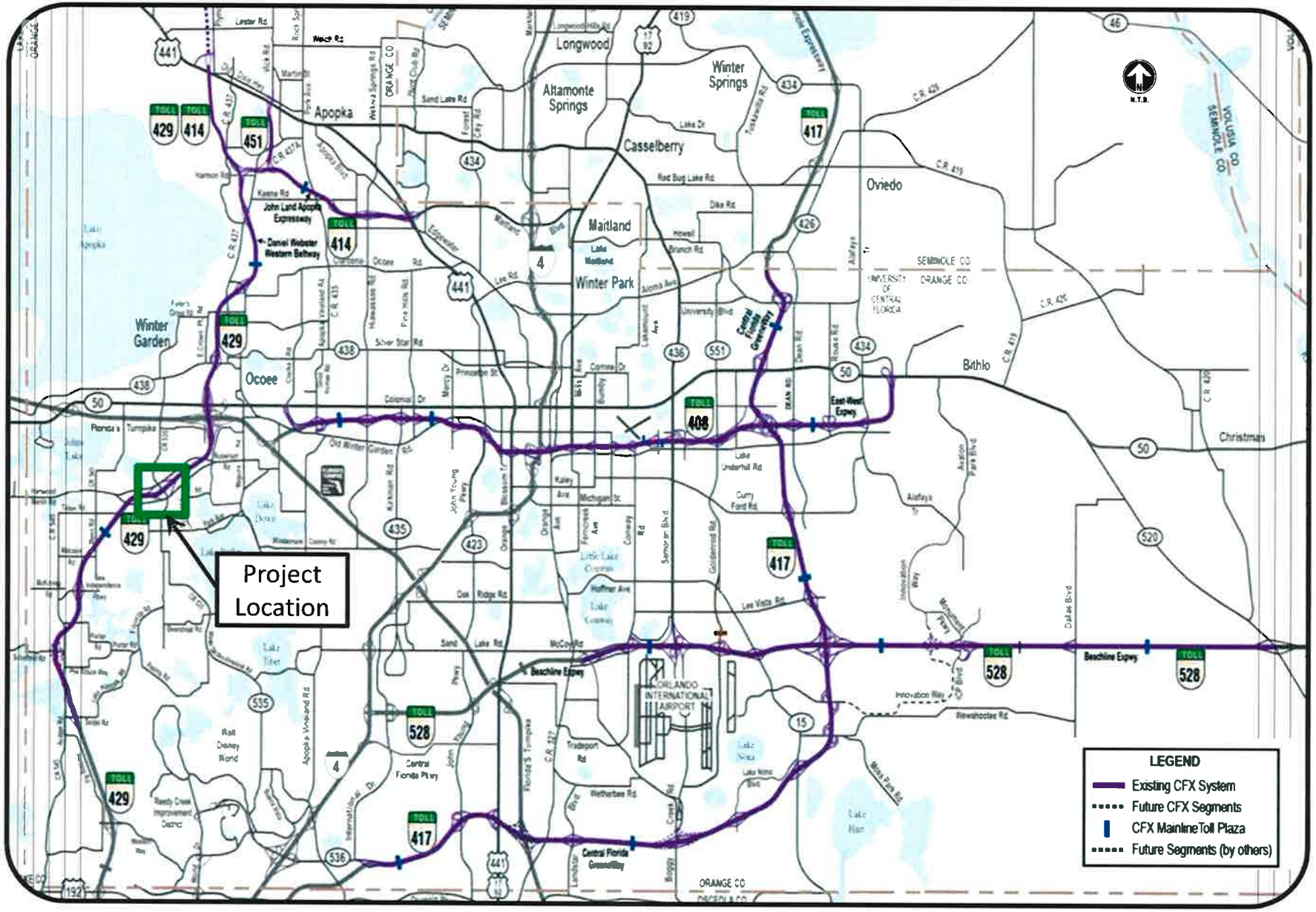
DATE: February 24, 2015

RE: Authorization to Advertise for Construction Bids for
S.R. 429/CR 535 South Off Ramp Improvements
Project No. 429-654C, Contract No. 001101

Authorization is requested to advertise for bids to construct improvements at the S.R. 429 south off ramp to CR 535. The work will include the construction of a parallel lane along the southbound S.R. 429 exit to CR 535 to relieve peak period traffic congestion in the area and improve traffic flow.

This project is included in the current Five-Year Work Plan.

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



Central Florida Expressway Authority
SR 429 / CR 535 South Off Ramp Improvements (Project 429-654C)

CONSENT AGENDA ITEM

#5

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

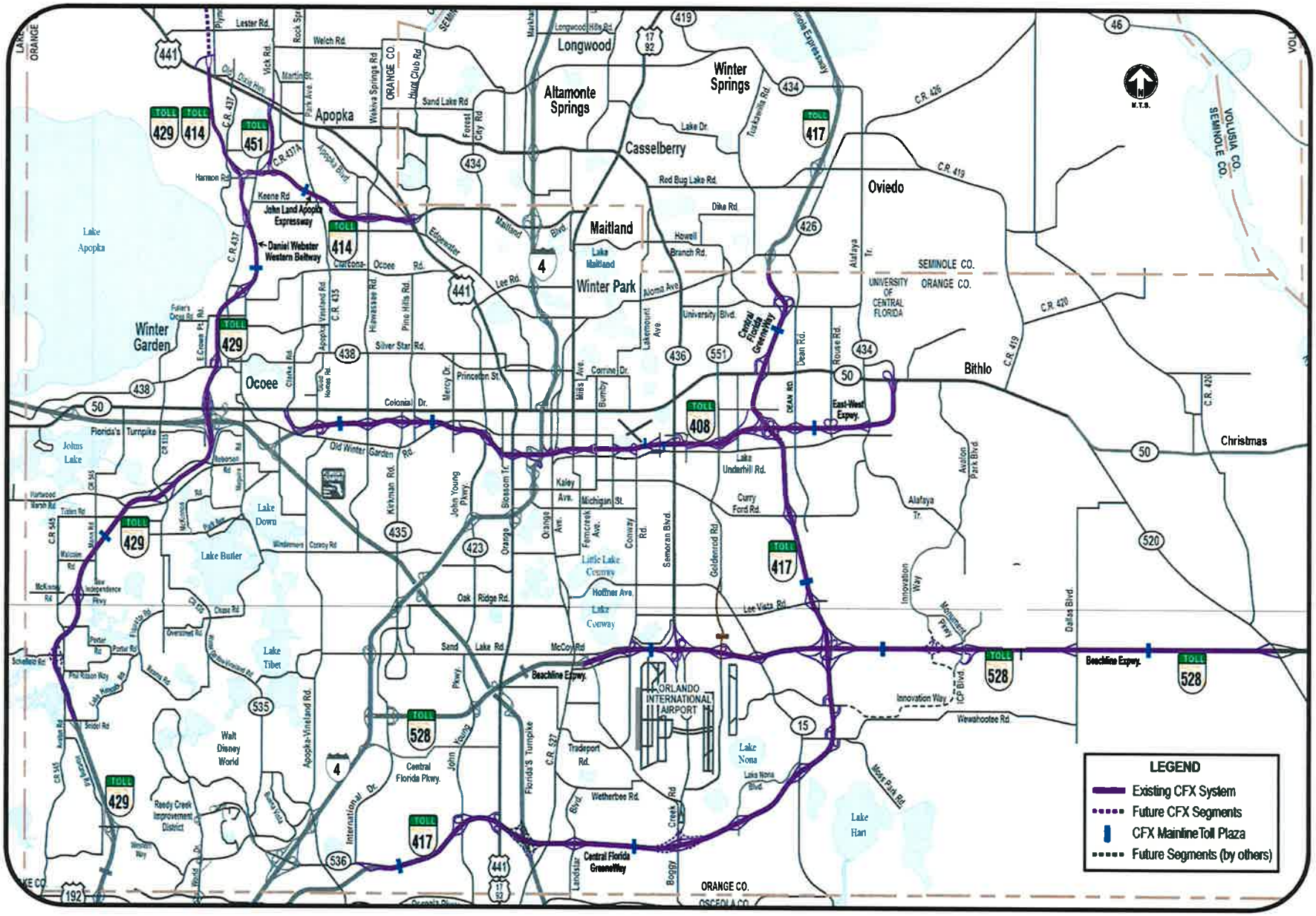
DATE: February 24, 2015

RE: Authorization to Advertise for
Bids for Systemwide Coating/Painting Application
Project No. 599-734, Contract No. 001104

Authorization is requested to advertise for bids for a contractor to apply coating/painting to barrier walls, soundwalls and miscellaneous other structures at various locations along S.R. 408, S.R. 417, S.R. 528, S.R. 429, and S.R. 414 from end to end of each roadway. This project is part of our renewal and replacement program that has been developed for painted/coated infrastructure. Under the program, a detailed inspection is made of each roadway resulting in a list of structures where coating/painting is required and will be applied.

This project is included in the current Five-Year Work Plan.

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



Central Florida Expressway Authority

SR 408, SR 417, SR 528, SR 429 and SR 414 Systemwide Coating/Painting (Project 599-734)

CONSENT AGENDA ITEM

#6

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: February 24, 2015

RE: Award of Contract for
Miscellaneous Construction Engineering and Inspection (CEI) Services
Contract No. 001054

At its meeting on November 14, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to enter negotiations with Target Engineering Group, Inc. (Target), the firm ranked first. Those negotiations have been completed and Board award of the contract to Target in the not-to-exceed amount of $3,500,000.00 is requested.

This contract will provide a pool of qualified CEI support personnel from which the Authority's in-house team can draw as-needed for various construction projects. Services will be provided by Target on a task authorized basis using the hourly rates that we have negotiated for the various personnel classifications that will be required for each task.

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

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TARGET ENGINEERING GROUP, INC.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001054

CONTRACT DATE: MARCH 12, 2015
CONTRACT AMOUNT: $3,500,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001054

MARCH 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
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

TABLE OF CONTENTS

Section	Title	Page
AG	Agreement	AG-1 to AG-18
A	Exhibit "A", Scope of Services	A-1 to A-20
B	Exhibit "B", Method of Compensation	B-1 to B-4
C	Exhibit "C", Details of Cost and Fees	C-1
D	Exhibit "D", Project Organization Chart	D-1
VR	Vehicle Registration Form	VR-1 to VR-2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001054

THIS AGREEMENT, made and entered into this 12th day of March, 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 TARGET ENGINEERING GROUP, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 735 Primera Boulevard, Suite 100, Lake Mary, Florida 32746.

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

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

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

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

The AUTHORITY's Director of Construction 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 AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two one-year renewals periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from

the Director of Construction, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

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. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. 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.

A² Group, Inc.
Allied Engineering and Testing, Inc.
Creative engineering Group, Inc.
Civil/Site Engineering, Inc.
Cloud Consultants and Services, Inc.
DRMP, Inc.
Eisman & Russo, Inc.
GAI Consultants, Inc.
HDR Construction Control Corp.
H.W. Lochner, Inc.
Metric Engineering, Inc.
Parsons Brinckerhoff, Inc.
PI Consulting Services, LLC
Rummel, Klepper & Kahl, LLP
URS Corporation Southern
HNTB
JBS Engineering Technical Services, Inc.

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 a variety of AUTHORITY projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to

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

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

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

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

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

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual

costs, as determined in Exhibit "B", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 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 shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on March 12, 2015.

TARGET ENGINEERING GROUP, INC.

BY:_____
Authorized Signature

_____
Print Name

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

The Authority requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) services. The Authority has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by the Authority may include, but is not necessarily limited to, Project Administrator, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector and others deemed necessary and authorized by the Authority on a variety of contracts scheduled to be awarded for construction.

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.

The Authority will request Consultant services on an as-needed, per project basis as described below. 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, as indicated below, 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.

The Consultant is one of several consultants who are under contract to the Authority to provide support personnel for various construction projects. At least 30 days before the notice to proceed is issued to the construction contractor for a project, the Authority will identify the CEI support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, the Authority will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that the Authority has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

The Consultant shall 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 upon issuance of the written Notice to Proceed from the Director of Construction. (References to the Authority's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by the Authority's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing by the Authority and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with the Authority to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the construction contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by the Authority of an assigned project.

IV. SERVICES

The Consultant will perform the following tasks in the conduct of the Agreement for each assigned project. 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 construction contractor and the corrective action taken. The work provided by the Contractor shall in no way relieve the construction contractor of responsibility for the satisfactory performance of the construction contract.

B. Inspection Services

The Consultant shall provide services to monitor the construction contractor's on-site construction operations as required to determine that the quality of workmanship and materials is such that the assigned project 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 construction contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of the Authority for inspection of construction projects are set forth in the Authority's Construction Project Administration Manual (ACPAM) (www.expresswaydocs.com). 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 field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

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 assigned project is achieved; to maintain complete, accurate records of all activities and events relating to the assigned project; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to the Authority to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of the construction contractor's activities. The Consultant shall also perform any other management engineering services that are required to fulfill its responsibilities under the Contract. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of the Authority.

Services may include, but are not necessarily limited to the following:

1. At the direction of the Authority, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference and distribute copies of the 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 construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.

4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction 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 construction diary, including weather, appropriate for the type of construction being performed.

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 assigned 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 construction contractor and Consultant. Progress estimates shall 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 assigned 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 shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the construction contractor's survey layout work on an occasional and random basis.

9. If requested by the Authority, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with the Authority when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the construction 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 within the scope and intent of the original contract for an assigned project.

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

13. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it 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 construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation 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 construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a 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 close out documentation for each assigned project, 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 construction 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 construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by the Authority of the assigned project (demobilization period).

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 an assigned project.

18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to the Authority.

19. Track shop drawing/sample submittals and approvals for each assigned project. 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 shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.

20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.

21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to the Authority within two (2) days following the meeting.

22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.

23. When needed to prevent delays in construction 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. When requested by the Authority, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with the Authority's IA Manual (www.expresswaydocs.com).

V. PERSONNEL

A. General Requirements

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by the Authority, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required 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 assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by the Authority to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by the Authority to be committed to performing services under the Contract. Any changes will require written approval of the Authority.

When the construction contractor's operations on a project diminish, the Authority will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by the Authority shall be accomplished within one (1) week after notification.

In the event of a construction contract suspension on an assigned project 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 shall 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. Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge 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 Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualification:
FDOT Advanced MOT
Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:
None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Project Administrator

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

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. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:
FDOT Intermediate MOT
CTQP Final Estimates Level II

Other:
Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

3. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. 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.

Qualifications:
CTQP Final Estimates Levels I & II

4. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway 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 and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

Qualifications:
CTQP Concrete Field Inspector Level I
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Grouting Technician Level I (If applicable)
CTQP Post-Tensioning Technician Level I (If applicable)
FDOT Intermediate MOT
CTQP Final Estimates Level I

Certifications:
Nuclear Radiation Safety
SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

5. Resident Compliance Specialist

Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

6. Inspector/Engineer Intern

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:
CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Final Estimates Level I

Certifications:
Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

7. Asphalt Plant Inspector

High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:
CTQP Asphalt Plant Level I
CTQP Asphalt Plant Level II
CTQP Final Estimates Level I

Certifications:
None

8. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

9. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

10. Instrument Man

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

11. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

12. Secretary/Clerk Typist

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

13. Environmental Specialist

A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical of natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

14. Geotechnical Engineer

Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) Authority or FDOT bridge projects, including FDOT Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of Transportations. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

15. Geotechnical Technician

Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Authority or FDOT bridge projects.

Qualifications:
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection

16. Public Information Officer

High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

17. Utility Coordinator

High school graduate or equivalent and be knowledgeable of Authority's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with Authority or FDOT Standards, policies, procedures, and agreements.

18. Senior ITS Inspector

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

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 and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

19. ITS Inspector

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

None

or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, 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 this Scope of Services. The semi-annual reviews shall be submitted to the Authority in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.

B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract. Unless specifically waived, no payment will be made for any services until the Authority approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

2. Quality Reviews: The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.

3. Quality Records: The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.

4. Control of Subconsultants and Vendors: The Consultant shall detail the methods used to control subconsultants and vendor quality.

5. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and Authority procedures.

6. Quality Records: The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Authority, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

VII. 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 Policy and Procedures Manual.

H. Authority standardized forms to be used with documentation and reporting procedures.

I. Authority General Specifications and Technical Specifications.

Unless otherwise stated by the Authority at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

VIII. 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, current edition.

B. FDOT Design Standards, current 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. 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.

L. Project vehicles for Authority related business. Documentation of mileage for Authority related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

M. Project telephones and services, including long distance charges.

N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by the Authority's representatives.

O. 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 Contract.

P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Q. Hard hats shall have the name of the consulting firm visibly displayed.

R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.

T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

The Consultant shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on each assigned 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.

Upon confirmation of award of an assigned project 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 the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, the Authority will conduct reviews of the various phases and stages of the Consultant's operations.

Reviews will be conducted in accordance with established Authority policies on work phases to determine compliance with this Scope of Services 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 provisions of the assigned project. 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 will not be paid 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 shall 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.

XI. 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.

Subconsultant services will be paid in accordance with Exhibit B.

XII. OTHER SERVICES

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

A. The Consultant shall, upon review, approval, and written authorization by the Authority, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.

B. The Consultant shall, 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).

C. The Consultant shall, upon written request by the Authority, provide off-site inspection services.

XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation and/or time, and the Consultant has completed the terms of the Contract, 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 Contract.

XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by the Authority no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the Authority's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Authority's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted in hard copy formats with timesheets and other backup as appropriate. A Final Invoice will be submitted to the Authority no later than the 30th day following Final Acceptance of the individual project or as requested by the Authority.

XV. CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

XVI. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by the Authority will be paid for in accordance with Exhibit B.

END OF SCOPE

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001054

METHOD OF COMPENSATION

I. PURPOSE:

This Exhibit defines the limits of compensation to be made to the Consultant for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

II. ASSIGNMENT OF WORK:

For satisfactory completion of the services authorized under the Agreement, the Authority will pay the Consultant a Total Maximum Limiting Amount not to exceed $3,500,000.00 for the initial three (3) year term of the Agreement.

This is a task assignment type of agreement. The Authority will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each assignment based on the hourly rates negotiated with the Consultant and included as part of this Method of Compensation. Services to be provided on each task assignment will be initiated and completed as directed by the Authority's Director of Construction or his designee.

Once the personnel to be assigned by the Consultant and the fee have been agreed upon, a "Letter of Authorization" shall be issued by the Director of Construction specifying the work to be done and the agreed maximum limiting compensation.

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

III. NEGOTIATIONS:

A. The Authority and the Consultant shall negotiate and establish a maximum limiting amount for each task assignment. The schedule of rates listed in Exhibit "C", shall be used for establishing compensation. In the event a personnel classification is required by the Consultant for performance of the services and such classification is not set forth in Exhibit "C", such personnel classification may be added to Exhibit "C" by written amendment if mutually agreed to by both parties.

B. The basis for establishing the maximum limiting amount for each assignment shall consist of the estimated manhour effort required for performance of the services at approved hourly wage rates, not to exceed those hourly wage rates established in Exhibit "C". In the event a position is vacant, the maximum hourly rate for the classification as shown in Exhibit "C" shall be used for the purpose of establishing the maximum limiting amount.

C. It shall be the responsibility of the Consultant to ensure at all times that sufficient funding remains within the maximum limiting amounts established for each assigned task to complete authorized services. Changes in the Maximum Limiting Amount will require execution of and amendment of a Letter of Authorization. The Consultant shall not be obligated to perform services or incur costs which would result in exceeding the Maximum Limiting Amount for each assigned task, nor shall the Authority be obligated to reimburse the Consultant for costs or make fee payments which result in exceeding the Maximum Limiting Amount, except to the extent said amount is, by mutual agreement, increased by an amendment.

IV. COMPENSATION:

All costs are subject to approval by the Authority who will reimburse the Consultant for all reasonable, allocable and allowable costs. The reasonableness, allowability and allocability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) the Agreement; (2) Federal Acquisitions Regulation sub-part 31-2; (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other applicable federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations, OMB circulars and Federal Procurement Regulations are hereby incorporated in and made a part of this Agreement.

The Consultant will be compensated for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and fringe benefits of Corporate Officers and Principles when expended in the performance of indirect functions. Salary costs include both straight time payments and all overtime payments made for an employee's services on a project.

Straight time costs shall be the actual hourly rate paid for an employee's services on a project. Straight time costs shall be the actual hourly rate paid to an employee based on a forty (40) hour workweek. Unless otherwise agreed to by the Authority, the Authority will not compensate straight overtime or premium overtime for the positions of Senior Project Manager, Project Administrator, Assistant Project Administrator and Contract Support Specialist. Otherwise, overtime costs shall be the salary costs paid to an employee for work exceeding a forty (40) hour work week.

Compensation for straight time salary costs and overtime shall be made to the Consultant on the basis of negotiated hourly rates. Straight time salary costs shall not exceed the rates established in Exhibit "C", attached hereto and made a part hereof.

The Consultant shall not invoice for vacation, holiday and sick time used by its personnel on the project.

All material sampling and testing of materials and components incorporated into the work shall be reimbursed to the Consultant as set forth in the maximum allowance in Exhibit "C". Invoices, receipts, etc., shall support the actual cost for all material sampling and testing.

The Consultant shall be reimbursed for subconsultant costs incurred at the hourly rates shown in Exhibit "C".

The Contract does not contain any rate escalation provision. Unless otherwise agreed to by the Authority, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, 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, renegotiation of that rate may occur if both parties agree to do so. Any adjustment of Billable Rates will become effective only after execution of a contract amendment by the Authority.

V. PROVISIONS FOR PAYMENT:

For each project authorized by a work authorization, the Consultant shall prepare and submit two (2) copies of a progress payment invoice no later than the fifth day of each month to assure Authority approval at the regularly scheduled Board meeting. Progress payment invoices shall be supported by such detail cost information as may be required by the Authority to substantiate the charges being invoiced, and in a format acceptable to the Authority.

Bills for 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 shall promptly pay all subconsultant(s) their proportionate share of payments received from the Authority.

VI. RETAINAGE:

No retainage will be withheld from payments to the Consultant.

VII. PROJECT CLOSEOUT:

A. Final Audit:

The Authority may perform or have performed, a final audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit would be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Agreement are subsequently properly disallowed by the Authority because of accounting error or changes not in conformity with the Agreement, the Consultant agrees that such disallowed amounts are due to the Authority upon demand. Further, the Authority shall have the right to deduct from any payment due to Consultant under any contracts between the Authority and the Consultant, an amount sufficient to satisfy any amount due and owing the Authority by the Consultant under the Agreement. Payment to the Consultant shall be adjusted for audit results.

B. Certificate of Completion:

Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the Consultant shall either submit a termination invoice for an amount due or refund to the Authority for the overpayment, provided the net difference is not zero.

END OF METHOD OF COMPENSATION

EXHIBIT C

DETAILS OF COSTS AND FEES

EXHIBIT "C"
CONSTRUCTION INSPECTION AND ENGINEERING SERVOCES
DETAILS OF COSTS AND FEES
CONTRACT NO. 001054

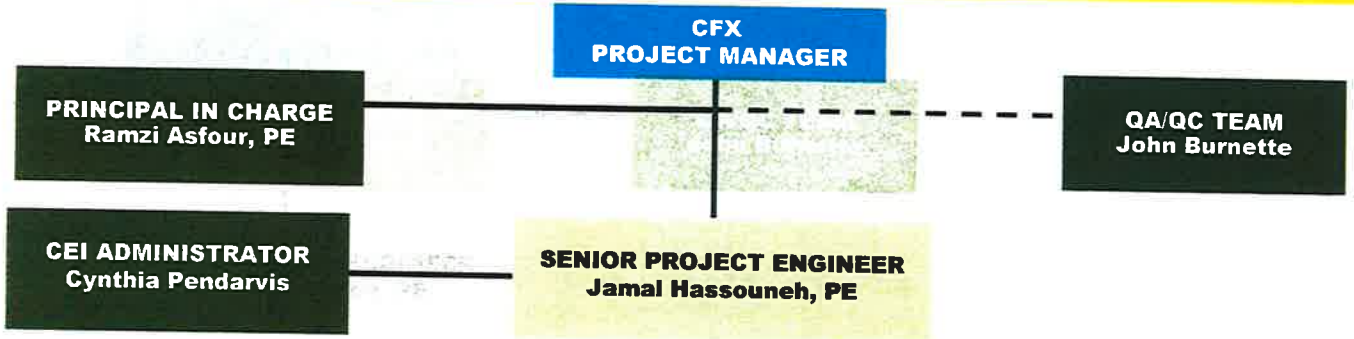
Position	Negotiated Rate
CEI Sr. Project Engineer	$165.00
CEI Project Administrator	$116.00
CEI Assistant Project Administrator	$88.50
CEI Contract Support Specialist	$81.00
CEI Sr. Inspector	$75.00
CEI Sr. Inspector (Overtime)	$88.60
CEI Inspector	$62.50
CEI Inspector (Overtime)	$73.56
CEI Inspector's Aide	$43.75
CEI Inspector's Aide (Overtime)	$51.00
CEI Secretary/Clerk	$45.00
CEI Resident Compliance Specialist	$55.00
CEI Sr. Inspector Toll/Building	$85.00
CEI Sr. Inspector Toll/Building (Overtime)	$100.63
CEI Senior ITS Inspector	$85.00
CEI Senior ITS Inspector (Overtime)	$100.63
CEI ITS Inspector	$62.50
CEI Inspector ITS (Overtime)	$73.56
2 Person Survey Crew (PC, IM)	$137.00
3 Person Survey Crew (PC, IM, RM)	$182.00
4 Person Survey Crew (PC, IM, 2 RM)	$228.00
Survey Manager (PLS)	$113.00

Accurate and Timely invoicing is essencial to this Contract. The Authority will reimburse the prime consultant up to 6 hours per monthly invoice at the Contract Support Specialist (CSS) rate for tine actually spent. All time billed shall be supported by time sheets.

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

CENTRAL FLORIDA EXPRESSWAY AUTHORITY MISCELLANEOUS CEI TEAM



SENIOR PROJECT ENGINEERS

Edwin Alagano, P.E. (Target)

PROJECT ADMINISTRATORS

Scott Moffatt (Target)
Chris Arcand (Target)

CONTRACT SUPPORT SPECIALISTS

Marie Arcand (Target)

SURVEYING SERVICES

Mehta & Associates, Inc. (DBE)
Echezabal & Associates, Inc. (DBE)

GEOTECHNICAL/MATERIAL TESTING

GCI, Inc. (DBE)
Page One Consultants, Inc. (DBE)
Interra, Inc. (DBE)

BRIDGE PAINTING/ABATEMENT

KTA Tator, Inc.

SENIOR INSPECTORS

ROADWAY
Barry Austin (Target)
Terry Halladay (Target)
John Mark Hosch (Target)

BRIDGE
Peter Waugh (Target)

ITS
James Zabele (Target)

INSPECTORS

ROADWAY
Robert Cromwell (Target)
Brett Kirby (Target)

BRIDGE

ITS

ADDITIONAL RESOURCES

A2 Group, Inc. (MBE)
Allied Engineering & Testing, Inc.
Creative Engineering Group, Inc. (DBE)
Civil/Site Engineering, Inc. (DBE)
Cloud Consultants and Services, Inc. (DBE)
DRMP, Inc.
Eisman & Russo, Inc.
G-A-I Consultants, Inc.
HDR Construction Control Corporation
HNTB
JBS Engineering Technical Services, Inc.
H.W. Lochner, Inc.
Metric Engineering, Inc.
Parsons Brinckerhoff, Inc.
PI Consulting Services, LLC (MBE)
Rummel, Klepper & Kahl, LLP
URS Corporation Southern

Exhibit D

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF _____

COUNTY OF _____

BEFORE ME, this day, personally appeared _____,
(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(11) F.S.

_____
(Consultant's Signature)

Typed Name: _____

Position: _____

Company Name: _____

Company Address: _____

_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

****

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by
(Date)

_____,
(Name of Officer or agent, title of officer or agent)

of _____, a
(Name of Corporation acknowledging)

_____ corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced _____
(Type of identification)

as identification and did (did not) take an oath.

_____ Notary Public, Commission No.

_____ (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

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

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

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

DATE: February 24, 2015

RE: Consent Agenda Item
Construction Contract Modifications

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

Contract No.	Name	Contract Description	Original Contract Amount ($)	Previous Authorized Adjustments ($)	Requested ($) March 2015	Total Amount ($) to Date*	Time Increase or Decrease
599-725	Ranger Construction Industries	Asphalt Friction Course Repairs	2,760,731.10	0.00	(354,693.94)	2,406,037.16	2
417-301C	SEMA Construction	SR 417/Boggy Creek Rd. Interchange Improvements Phase III	70,900,000.00	210,731.90	664,207.00	71,774,938.90	0
				TOTAL	**$309,513.06**		

* Includes Requested Amount for current month.

BD/ek

cc: Joe Berenis, P.E.

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

Contract 599-725: Asphalt Friction Course Repairs
Ranger Construction Industries
SA 599-725-0315-001

Guardrail Revisions
The Authority requested that the guardrail be changed from cable guardrail to standard guardrail roadway, per Plan Revision 1.

ADD THE FOLLOWING ITEM:	
Guardrail Roadway	$69,197.25
DELETE THE FOLLOWING ITEM:	
Cable Guardrail	($71,100.00)
Sub-Total: Guardrail Revisions	($1,902.75)

Striping Modifications
The Authority requested that striping on SR 417 (plan sheets 417-8 through 417-14) be revised from PPRT to thermoplastic due to future widening work in this area. Additionally a repair to damaged existing striping was required at the Hiawassee Ramp utilizing materials for which there was no contract pay item.

ADD THE FOLLOWING ITEMS:	
Traffic Stripe Dotted (Thermo, White, 6")	$30.80
Traffic Stripe Skip (Thermo, White, 6", 10'-30')	$5,984.00
Traffic Stripe Solid (PPRT, White, 6")	$308.00
	$6,322.80
DECREASE THE FOLLOWING ITEM:	
Traffic Stripe Skip (PPRT, White/Black, Contrast, 9", 10'-30')	($17,136.00)
Sub-Total: Striping Modifications	($10,813.20)

Composite Pay Factor Adjustments
The Authority wishes to add the following items to allow for Composite Pay Factor adjustments in accordance with Standard Specification 337-12.3. This specification provides for a pay adjustment on asphalt placed with calculated pay factors for proximity to target for characteristics including asphalt binder content and gradation.

ADD THE FOLLOWING ITEMS:	
Lot 1 CPF Adjustment (CPF .95)	($25,160.10)
Lot 4 CPF Adjustment (CPF .98)	($6,053.94)
	($31,214.04)

Time for Cold Weather
The Authority wishes to add 2 non-compensatory days to the contract for a time extension for cold weather (FC-5). Paving was affected by inclement weather on October 5, 2014 and October 6, 2014. Per specification 6.7.3.1 item #7, Contractor is entitled to a time extension at no additional cost.

INCREASE SCHEDULE BY 2 DAYS (NON-COMPENSABLE)

Paradi Lane Revision

This change is as requested by the Authority. The plan depicted the Paradi Lane cul-de-sac to be entirely reconstructed. A redline plan revision was issued to widen the cul-de-sac. Also, the limit of FC 9.5 was increased to match the adjacent construction project on Valencia College Lane.

DECREASE THE FOLLOWING ITEMS:	
Regular Excavation	($1,260.00)
Embankment	($806.25)
Type B Stabilization	($6,699.20)
Base Group 7, Soil Cement	($16,132.50)
Turn Out Construction	($7,216.21)
Superpave Asphalt Concrete, TLC	($6,721.13)
Asphalt Concrete Friction Course, TLC	($9,293.26)
Performance Turf Sod	($2,036.72)
	($31,578.75)

Base Repair Deletion SR 417

This change is as requested by the Authority. Due to upcoming work on SR 417, the Authority requested the work shown on plan sheets 417-5, 417-6 and 417-7 be deleted and to change FC-5 to FC-9.5 on plan sheet 417-12 (SB off ramp SR 417 to EB SR 408).

DECREASE THE FOLLOWING ITEMS:	
Milling Existing Asphalt (3/4" Avg)	($15,844.54)
Milling Existing Asphalt (2 ¾" Avg)	($15,607.77)
Milling Existing Asphalt (6 ¾" Avg)	($14,303.89)
Asphalt Concrete Friction Course (3/4") (PMA)	($47,886.62)
Optional Base Group 01	($20,459.44)
Traffic Stripe Solid (PPRT, White, 8")	($719.25)
Traffic Stripe Solid (PPRT, White/Black, Contrast 9")	($12,397.50)
Retro Reflective Pavement Marker (White/Red)	($39.05)
	($127,258.06)

Added Repair Site SR 417

This change is as requested by the Authority. Unforeseen additional repair area added at SR 417 between Mainline Toll Plaza and Curry Ford Road as shown on the as-build plan sheet 417-7a.

INCREASE THE FOLLOWING ITEMS:	
Milling Existing Asphalt (2 ¾" Avg)	$3,847.50
Asphalt Concrete Friction Course (3/4") (PMA)	$2,286.00
Superpave Asphalt Concrete	$2,065.38
	$8,198.88

Adjustments for Completed Contract Items

The Authority wishes to adjust quantities for completed Pay Items in this contract. This will adjust the contract quantities to reflect the actual field measured quantities installed throughout the contract.

OVERRUN THE FOLLOWING ITEMS:	
Variable Message Sign (Temporary)	$1,642.50
Optional Base, Base Group 01 (2" Limerock) or Base Group 01, Type B 12.5 (2")	$5,948.48
Milling Existing Asphalt Pavement (1" Avg Depth)	$17,970.86
Milling Existing Asphalt Pavement (2 ¾" Avg Depth)	$14,500.97
Milling Existing Asphalt Pavement (3/4" Avg Depth)	$36,207.74

Milling Existing Asphalt Pavement & Base (6 ¾" Avg Depth)	$4,616.48
Superpave Asphaltic Concrete, Traffic C	$27,096.39
Asphalt Concrete Friction Course incl. BIT (3/4") (FC-5) (PG 76-22) (PMA)	$81,371.44
Asphalt Concrete Friction Course, Traffic C (FC-9.5)	$30.98
Asphalt Concrete Friction Course, Traffic C (1") (FC-9.5) (PG 76-22) (PMA)	$44,167.92
Miscellaneous Asphalt Concrete	$13,313.07
Furnish & Install Conduit (1" Galvanized) (Surface Mount)	$11.40
Delineator (Flexible Tubular)	$228.00
Retro Reflective Pavement Marker (White/Red)	$340.80
Retro Reflective Pavement Marker (Yellow/Red)	$31.95
Traffic Stripe Solid (Thermoplastic) (White) (6")	$452.20
Traffic Stripe Solid (Thermoplastic) (White) (12")	$3,180.45
Traffic Stripe Solid (Thermoplastic) (White) (24")	$832.65
Pavement Marking (Thermoplastic) (White) (Arrow)	$136.75
Traffic Stripe Solid (PPRT) (White) (8")	$301.40
Traffic Stripe Solid (PPRT) (White) (18")	$906.30
Traffic Stripe Solid (PPRT) (Yellow) (6")	$894.90
	$254,183.63

UNDERRUN THE FOLLOWING ITEMS:	
Erosion Control	($3,880.00)
Superpave Asphalt Concrete, Traffic C (PG 76-22) (PMA)	($76,287.00)
Traffic Stripe Solid (Thermoplastic) (White) (8")	($574.00)
Traffic Stripe Solid (Thermoplastic) (White) (18")	($5.15)
Traffic Stripe Solid (Thermoplastic) (White) (12") (3'-12')	($1,302.40)
Pavement Marking (Thermoplastic) (White) (Message)	($341.85)
Traffic Stripe Solid (Thermoplastic) (Yellow) (6")	($1,433.10)
Traffic Stripe Solid (Thermoplastic) (Yellow) (18")	($56.65)
Traffic Stripe Solid (PPRT) (White) (12")	($22.80)
Traffic Stripe Skip (PPRT) (White) (12") (3'-12')	($4,327.05)
Traffic Stripe Solid (PPRT) (White/Black) (Contrast) (9")	($504.45)
Traffic Stripe Skip (PPRT) (White/Black) (Contrast) (9") (10'-30')	($66,420.90)
Furnish & Install Conductors #2 (Insulated)	($554.30)
Pavement Core (20")	($3,600.00)
Allowance for Disputes Review Board	($5,000.00)
Work Order Allowance	($250,000.00)
	($414,309.65)

Sub-Total: Adjustments for Completed Contract Items	($160,126.02)

TOTAL AMOUNT FOR PROJECT 599-725	**($354,693.94)**

Contract 417-301C: SR 417/Boggy Creek Rd. Interchange Improvements Phase III
SEMA Construction
SA 417-301C-0315-002

Piling Overrun

Additional lineal footage of 24" prestressed concrete piling was required for test piles and production piles due to the significant variability in the subsurface geotechnical conditions for the foundation of Ramps G, H, I and J. The CEI will perform a time impact analysis in the future in order to determine any time related to this issue.

INCREASE THE FOLLOWING ITEMS:	
Prestressed Concrete Piling (24" sq)	$540,240.00
Test Piles Prestressed Concrete (24" sq)	$104,000.00
	$644,240.00

Ramp H, Pier 11 – Pile Acceptance

On Ramp H, Pier 11, the production piles end of drive tip elevations were significantly higher than the elevations of the intended/anticipated bearing layer, as developed during the test pile program. Drive logs indicated an acceptable rebound at end of drive for most piles in the pier. Due to the subsurface geotechnical conditions, a larger hammer (Delmag D62-42) was required to perform the installation of some of the several production piles to the recommended tip elevation. Given that the Contractor had met the requirements of the pile driving criteria, but testing indicated the piles did not meet capacity, the Authority directed the use of the larger pile hammer and agreed to appropriate compensation.

ADD THE FOLLOWING ITEM:	
Ramp H, Pier 11 Pile Acceptance	$19,967.00

TOTAL AMOUNT FOR PROJECT 417-301C	**$644,207.00**

CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 3, 2015

RE: Award of Contract
Construction Contractor Compliance Consultant
Contract No. 001072

In accordance with the approved Procurement Policy and Procurement Procedures Manual, a Request for Proposals (RFP) to provide construction contractor compliance consultant services for the Wekiva Parkway construction projects ran in the Orlando Sentinel on February 15, 2015. Responses were received from four (4) firms by the February 27, 2015, deadline for submittal of technical proposals. Those firms were: Angie Brewer & Associates, LC; Covalt Group, Inc; MTN Resources, LC; Patterson-Brown & Associates. Copies of the technical proposals were distributed to the Evaluation Committee for review and scoring.

The Evaluation Committee met on March 3, 2015, to discuss the proposals, conduct interviews and record the scores. That scoring resulted in the following ranking of the firms:

Ranking	Firm
1	Covalt Group, Inc.
2	MTN Resources, LC
3	Angie Brewer & Associates, LC
4	Patterson-Brown & Associates

Board approval is requested to award the referenced contract to Covalt Group, Inc., for a not-to-exceed amount of $925,000.00 for the Contract term of three years with renewal options to coincide with the construction of the Wekiva Parkway projects. This amount includes a contingency of approximately 10% to cover extended and additional services that may arise during the term of the Contract.

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

RFP-001072 Committee Meeting March 3, 2015 Minutes

Technical Review Committee for **Construction Contractor Compliance Consultant, 001072,** held a duly noticed meeting on Tuesday, March 3, 2015, commencing at 9:16 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Iranetta Dennis, Director of Business Development
Aneth Williams, Contract Compliance Manager
Don Budnovich, Resident Engineer/ Sr. Project Manager

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

Committee Members Absent:
Ben Dreiling, Director of Construction & Maintenance

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

Angie Brewer & Associates, LC.	09:21 – 09:43 a.m.
Covalt Group	09:55 – 10:13 a.m.
MTN Resources	10:21 – 10:43 a.m.
Patterson-Brown	10:55 – 11:03 a.m.

Evaluation Portion

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

Proposer	Points	Ranking
Covalt Group	93	1
MTN Resources	87	2
Angie Brewer & Associates, LC.	86.33	3
Patterson-Brown	65.67	4

Committee recommends CFX Board approve ranking and authorize staff to enter into negotiations with the top ranked firm, Covalt Group, Inc., and enter into an Agreement if

successful. If unsuccessful, enter into negotiations with the second ranked firm, MTN Resources, and enter into an Agreement if successful.

There being no other business to come before the Committee; the meeting was adjourned at 11:20 a.m.

These minutes are considered to be the official minutes of the Interviews & Evaluations held Tuesday, March 3, 2015.

Submitted by:
Robert Johnson

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

Approved by:
Iranetta Dennis, Director of Business Development

Construction Contractor Compliance Consultant; Contract No. 001072
SUMMARY OF THE INDIVIDUAL COMMITTEE MEMBER SCORING OF THE
FIRST THREE CRITERIA UNDER 4.2

PROPOSER	BEN DREILING	IRANETTA DENNIS	ANETH WILLIAMS	DON BUDNOVICH	Total	Average	Ranking
ANGIE BREWER		69	95	95	259	86.33	3
COVALT GROUP		95	85	99	279	93	1
MTN RESOURCES		78	85	98	261	87	2
PATTERSON-BROWN		60	45	92	197	65.67	4

COMMITTEE MEMBER_____ Tuesday, March 03, 2015

COMMITTEE MEMBER_____ Tuesday, March 03, 2015

COMMITTEE MEMBER_____ Tuesday, March 03, 2015

COMMITTEE MEMBER_____ Tuesday, March 03, 2015

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

Title		Page
	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 12th 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 polices and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

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

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

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

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

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

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

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

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

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

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

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

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

9. PUBLIC RECORDS

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

10. PRESS RELEASES

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

11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

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

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

15. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

17. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

19. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORTIY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

22.4 Obligations upon expiration or termination of the Contract; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of CONSULTANT who performed work under the Contract; and

23.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on March 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

COVALT GROUP, INC.

By: _____

_____
Print Name

_____
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 the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through 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 qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and 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 5.5 "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 conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not 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)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(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 journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the 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 contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 paragraph (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 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).

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.

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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 contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as 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.

* * * * *

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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XI. 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	2nd Quarter 2015	3rd Quarter 2016	+/- 1 Quarter
429-203	$59,298,000	2nd Quarter 2015	3rd Quarter 2016	+/- 1 Quarter
429-204	$85,832,000	4th Quarter 2016	3rd Quarter 2018	+/- 1 Quarter
429-205	$39,846,000	2nd Quarter 2017	3rd Quarter 2018	+/- 1 Quarter
429-206	$62,916.000	2nd Quarter 2017	3rd 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 sub-contractor 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 1st 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. Direct deposit of payment to the Consultant is available. If the Consultant elects to receive direct deposit of payments from the Authority, the Authority will provide the Consultant with the necessary Automatic Deposit Authorization Agreement form.

3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or it's designated representative. Any and all such payments previously withheld shall be released and paid to Consultant promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Consultant, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Business Development, with the approval of the Consultant, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

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

5.0 PROJECT CLOSEOUT

Final Audit: The Consultant shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Consultant and any or all subcontractors to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such amounts are due to the Authority upon demand. Final payment to the Consultant shall be adjusted for audit results.

END OF SECTION

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

February 27, 2015

COVALT GROUP
COMPLIANCE SPECIALISTS

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 if I can provide additional information or assistance. Thank you for your time and consideration to work with Covalt Group Inc.

Sincerely,

Sabrina Covalt

Sabrina Covalt
President/Resident Compliance Specialist

653 Hunter's Run Blvd., Lakeland, Florida 33809 - (863) 255-0121 phone – (863) 937-4399 Fax

COVALT GROUP
COMPLIANCE SPECIALISTS

PROPOSAL FOR CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT CONTRACT NO.001072

INDEX

A-EXECUTIVE SUMMARY PAGE#1

B-UNDERSTANDING AND APPROACH PAGE#3

C-EXPERIENCE OF FIRM AND ABILITY OF STAFF PAGE#7

D-ORGANIZATION AND MANAGEMENT PAGE#10

E-REQUIRED ATTACHMENTS TO PROPOSAL-REQUIRED FORMS

F-RESUMES, REFERENCES AND PHONE NUMBERS

G-PROJECT LISTS

COVALT GROUP
COMPLIANCE SPECIALISTS

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.

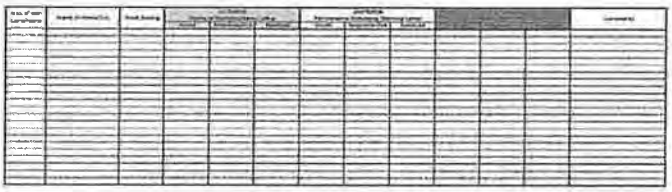
Building good relationships with all parties involved and working as a team is essential for the successful completion. The compliance specialist role is not what it used to be. There are many players involved and we all must work together in an environment where good coordination and communication is 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

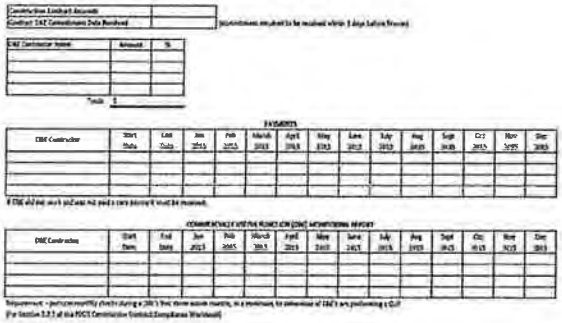
basic, yet vital hallmarks that distinguish us from our peers. CGI's team is prepared to provide these qualities and meet the challenge. Our Compliance Specialists work as a coach (trainings, giving effective communication) and a cop (issuing noncompliance when necessary) using common sense to achieve contractor civil rights and compensation compliance.

Below is samples of our monitoring methods and use of tools that our compliance specialists use on each individual project:

NON-COMPLIANCE NOTIFICATIONS FOR FIN NO.



DBE PARTICIPATION



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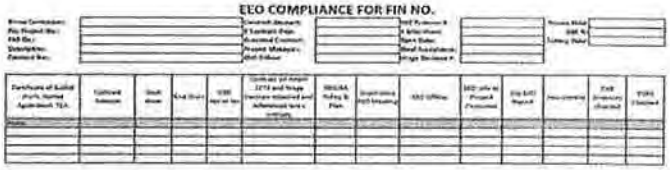
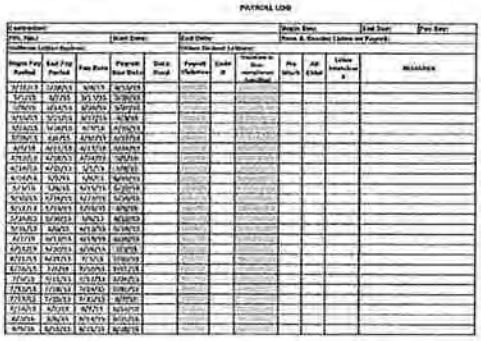
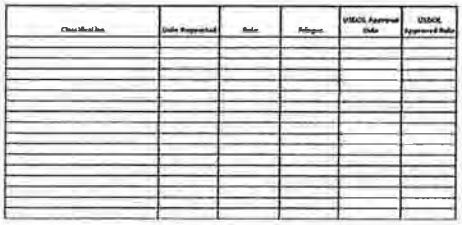


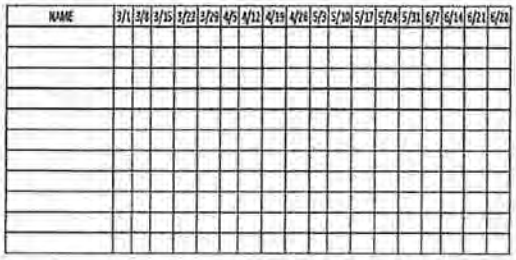
PAYROLL LOG



ADDITIONAL WAGE CLASSIFICATIONS



ACTIVE LOG 2015



ON-THE-JOB TRAINING ON FEDERALLY FUNDED PROJECT

Contact: Sabrina Covalt (863) 255-0121
sabrina@covaltgroup.com

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 1st 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

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.a.***): 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 20th. 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

established and ready for the Inspectors to conduct the CUF observations for the first 3 active months for the DBE subcontractors. The compliance specialist will use an excel spreadsheet to keep track of payments and when CUFs were conducted.

For DBE Trucking subcontractors, the contractor will submit the DBE Trucking Certification Form#275-030-14 monthly along the monthly actual payment. The compliance specialist will request copies of invoices attached to the ledger, vehicle registrations, a trucking list of who owns the trucks that may be referenced to invoices to show which trucks are counted as 100% DBE owned and which are counted for commission fees only, and a copy of a contract between the DBE trucking subcontractor and any owner operators to verify the commission fees percentage. CGI is experienced in confirming CUF, and calculating dollars for DBE trucking credit. Recommend FDOT Form#700-010-61 to verify that at least one of the DBE's 100% owned trucks was used at least once on this project so that the trucking dollars may be counted as DBE credit.

The compliance specialist will ensure DBE commitments and payments are timely reported to FHWA of June 1st (data covered from Oct 1st – March 31st) and December 1st (April 1st - Sept 30th) 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

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

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. Payrolls violations are notified to the Federal Highway Administration. We recommend payroll training with the contractor and subcontractors ahead of time to prevent less submission of payroll violations. Some common mistakes are math errors, an employee was interviewed but doesn't show up on the payroll for the work week, or a loan deduction but an authorized employee deduction loan letter was not submitted with or before the payroll was submitted.

C. EXPERIENCE OF FIRM AND ABILITY OF STAFF

Delivering the highest level of quality services is paramount to ensuring a successful project and will provide a direct, positive reflection on both the Authority and the consultant teams. Our team members understand and are committed to this core value for the project.

CGI's selection for this contract will provide Authority with the appropriate staffing to ensure that all compliance requirements are met successfully on projects. **Our team has over 61 years of combined Resident Compliance Specialist experience.** Each of our personnel maintains all of the necessary qualifications and certifications outlined in the scope of services.

Sabrina Covalt will lead the team and manage this contract as the contract compliance manager. She will be the primary point of contact. Debbie Ganas will act as the secondary point of contact and provide additional support as necessary. Both Mrs. Covalt and Mrs. Ganas have extensive experience in working on federal funded projects. This experience and knowledge of the compliance, coupled with their hands-on approach to managing projects, adds 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**

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 Statues. Observed the Contractors' reporting activities for contract compliance. Identified discrepancies, report significant discrepancies to the Depart and direct the Contractor to correct discrepancies. Provided oversight of Local Agencies to determine that each Agency complies with the requirements of the LAP manual and related contract compliance processes. Informed the LAP RCS and the Construction Project Manager of any significant omissions, substitutions, and deficiencies noted in the documentation of the Contractor and the corrective action that has been directed to be performed by the Contractor. Ongoing technical assistance and communication with the LAP RCS. Maintained record/files to adhere to Federal and State rules and regulations concerning the compliance program. Prepared correspondence to contractors and Department personnel with regards to the state of compliance and directed by Department procedures and directives by the DCCM. Attended Preconstruction conferences to inform contractors of their obligations relating to EEO/DBE/OJT/Wages. Reviewed Daily Work Reports for all construction projects. Reviewed contractors' payrolls for format, classification, pay and timely submittal. When necessary, issued noncompliance notices to contractors following the FDOT EEO Contract Compliance Workbook in Section 1 and 6.

FDOT District 1 GCE C8154 409988-1-62-02 / C9242 409988-1-62-03

Provided support to the District's Compliance Program as Resident Compliance Specialists, Assisting Fort Myers and Sarasota Operations centers. Monitoring the contract compliance program which consists of four program areas: DBE, EEO/AA, OJT and Wages and Payrolls. Attending Preconstruction Meetings and other meetings when necessary keeping Contractor up to date with EEO documentation outstanding/required. Keeping compliance records up to date. Conducting contractor EEO verification compliance reviews.

FDOT District 4 Oversight CEI for ARRA LAP projects in Palm Beach County

42380916201, 42648116201, 42637716201, 42525916201, 42032516201, 42648416201, 42689816201
ARRA-021-B, ARRA-025-B, ARRA-030-B, ARRA-016-B, ARRA-027-B, ARRA-026-B, ARRA-029-B
Provided ARRA Oversight Compliance monitoring to ensure Local Agency compliance with Construction Contract Documents and Federal Contract Compliance (EEO, Payroll, DBE and ARRA reporting). Designed project level compliance tools and oversight monitoring tools. Available for questions and answers and any training needed, one major area was payroll fringes, in how to calculate and what documentation is needed to verify the funded or unfunded fringe.

FDOT District 1 District Wide CCEI Support A C9113 198286-1-62-08

Providing compliance specialists support for FIN#195765-1-52-01 Contract#T1407 project. The compliance specialist provided surveillance of the contractor's compliance with Construction Contract requirements. Responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist kept all related documents and correspondence accurate and up to date; attended all compliance reviews and furnished the complete project files for review; and assisted the DCCM when requested.

PROJECT STAFFING PLAN

COVALT GROUP INC.

Compliance Services for Central Florida Expressway Authority Wekiva Parkway Projects
Project Numbers: 429-202 / 429-203 / 429-204 / 429-205 / 429-206

Project #	1	2	3	4	5
Letting Date	TBD	TBD	TBD	TBD	TBD
CGI Start Date	3/23/2015	3/23/2015	9/1/2016	3/1/2017	3/1/2017
CGI End Date	8/30/2016	8/30/2016	10/31/2018	10/31/2018	10/31/2018
Construction Duration Estimated	500	500	780	560	560
Total CEI Svcs Duration (days)	526	526	790	609	609
Calendar Months	17.5	17.5	26.3	20.3	20.3

Item No.	Projects FM No. / Est Cal Days	2015 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2016 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Totals MM	MH
	Staff Classifications			S	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	F		
	Total (All Projects)																																															
	Sabrina Covalt - RCS	0	0	1	1	1	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.25	0.25	0.25	0.25	1	1	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.9	0.9	25.7	4240.5
	Amanda Porter-RCS Wages	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.5	0.5	0.5	0.5	0.5	0.5	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	41	6785
	Debbie Ganas- RCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	10	1650
		0	0	2	2	2	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1	0.8	0.75	0.75	0.75	0.75	2.9	2.5	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.4	2.4	78.7	12655.5

		2015 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2016 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	MM	MH
1	429-202																																														
	Sabrina Covalt - RCS	0	0	0.5	0.5	0.5	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5.25	866.25
	Amanda Porter-RCS Wages	0	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	1485
	Debbie Ganas- RCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	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	1	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.25	2351.25

		2015 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2016 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	MM	MH
2	429-203			S	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	F																											
	Sabrina Covalt - RCS	0	0	0.5	0.5	0.5	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5.25	866.25
	Amanda Porter-RCS Wages	0	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	1485
	Debbie Ganas- RCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	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	1	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.25	2351.25

		2015 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2016 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	MM	MH
3	429-204																					S	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	F		
	Sabrina Covalt - RCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.5	0.3	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.3	0.3	6.9	1138.5
	Amanda Porter-RCS Wages	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	13	2145
	Debbie Ganas- RCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	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	0.8	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.8	0.8	19.8	3283.5

		2015 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2016 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	MM	MH
4	429-205																									S	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	F		
	Sabrina Covalt - RCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.5	0.5	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.3	0.3	5.6	924
	Amanda Porter-RCS Wages	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	10	1650
	Debbie Ganas- RCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	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	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.8	0.8	15.6	2574

		2015 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2016 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	MM	MH
5	429-206																									S	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	F		
	Sabrina Covalt - RCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.25	0.25	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.3	0.3	2.7	445.5
	Amanda Porter-RCS Wages	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Debbie Ganas- RCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	10	1650
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.75	0.75	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.8	0.8	12.7	2095.5

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 2/27/15

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. 1 Dated 2/24/15 Proposer Initial BMC
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 herby certifies that

COVALT GROUP INC. does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Sabrina Covalt
Proposer's Signature

2/27/15
Date

COVALT GROUP
COMPLIANCE SPECIALISTS

COMPANY REFERENCES

FDOT References:

Jacquelin Brown, FDOT D1 DCCM (863) 519-2757
Adrienne Brown, FDOT D4 DCCM, (954) 777-4389
Geralynn Morgan, FDOT D5 DCCM, (386) 943-5356

Consultant References:

H. Richard Howarth, P.E., CardnoTBE (727) 431-1621
Mark Puckett, P.E., DRMP, Inc. (863) 686-7100
Larry Zagardo, P.E., Jacobs Engineering (863) 519-2344

Contractor References:

Megan Nienhouse, H&J Contracting (561) 791-1953 Ext 50
John Zemina, Kimmins Contracting (813) 579-1074
Neil Monkman, Wright Construction (239) 481-5000

Local Agency References:

Lana Braddy, City of Lakeland Special Projects Coordinator (863) 834-6779
Jimmy Feagle, City of Leesburg Deputy Director of Public Works (352) 435-9442

653 Hunters Run Blvd., Lakeland, Florida 33809 - (863) 255-0121 phone – (863) 937-4399 Fax

COVALT GROUP
COMPLIANCE SPECIALISTS

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
EOC System
Anatomy of FHWA 1273
Compliance CBT 2011
D1, D4 & D5 Annual RCS Workbook 2009-2014
LAP DBE Program D1, D4, D7
USDOL Prevailing Wage Rate Conference 2011 & 2012
Orlando Compliance Training CPR 2011
EEO, DBE & Payroll Compliance on LAP Including USDOT, OIG Video
FHWA Conducting Effective Contract Compliance Reviews 2014

REPRESENTATIVE PROJECTS

Covalt Group, Inc./Genesis CEI — **September 2013 – March 2015**
FDOT District 1 Description: C9B43 Continuing Services Contract
Role: Serving as the ***Oversight Compliance Specialist,*** to ensure that the Local Agencies are monitoring LAP Contractors EEO/DBE/Payroll & OJT compliance and conducting CCCA reviews.
Project Manager/Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757

Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc. — **January 2014-February 2015**
FIN: 407463-3-58-01 District 5 City of New Smyrna Beach
Description: New Smyrna Beach Trail
Role: Serving as the ***LAP Resident Compliance Specialist,*** duties are maintaining EEO paperwork, project interviews, reviewing the bulletin board, and DBE payments in EOC System.
Reference: Rick Langley, P.E., DRMP Senior Project Engineer (863) 686-7100

Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc. — **June 2013-April 2014**
FIN: 407463-3-58-01 District 5 Flager County
Description: County Road 305 Bridge Replacement Bridge No.734082
Role: Serving as the ***LAP Resident Compliance Specialist***
Reference: Rick Langley, P.E., DRMP Senior Project Engineer (863) 686-7100

Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc. — **August 2012-November 2013**
FIN: 417257-3-58-01 District 5 Osceola County
Description: ATMS Phase III
Role: Serving as the ***LAP Resident Compliance Specialist***
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

371 Audubon Oaks Drive, Suite 101, Lakeland, Florida 33809-(863) 255-0121 phone – sabrina@covaltgroup.com

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 Jolliff, FDOT D7 Compliance Manager

Covalt Group, Inc./Jacobs Civil Engineering Served as D3 RCS **April 2007-September 2007**
Mid-State Consultants/DRMP - Served as D1 OCS **June 2002-May 2007**
Quest Corporation of America/TBE – Served as D7 RCS **June 2001-May 2002**
Washington Infrastructure –Served as D1 RCS **August 1999-May 2001**
HW Lochner, Inc. –Served as Turnpike Polk Parkway RCS **August 1998-July 1999**
Greenhorne & O'Mara, Inc., -Served as Turnpike Polk Parkway RCS **April 1997-June 1998**
Tampa Bay Engineering, Inc. –Served as D1 RCS **September 1996-April 1997**

371 Audubon Oaks Drive, Suite 101, Lakeland, Florida 33809-(863) 255-0121 phone – sabrina@covaltgroup.com

COVALT GROUP
COMPLIANCE SPECIALISTS

SOME OF THE PROJECTS COVALT GROUP HAS WORKED ON:

DISTRICT	FIN#	COUNTY	DESCRIPTION
5	407463-3-58-01	Flager	CR 305 Bridge Replacement Bridge #734082-LAP FAP
5	417257-3-58-01	Osceola	ATMS Phase III Design Build- LAP FAP
5	424444-1-58-01	Leesburg	Leesburg Wildwood Trail- LAP FAP
5	430078-1-58-01	NSB	New Smyrna Beach Trail
4	416418-1-52-01	Indian River	Indian River Signal Group 3 – FAP with OJT
4	415302-1-52-01	St. Lucie	SR 716 Florida 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 Shadowlawns Sidewalk Oversight LAP FAP
1	429902-1-58-01	Collier	Collier County Sidewalks Oversight LAP FAP
1	428139-1-58-01	Charlotte	Punta Gorda Bike Path Trail US 41 Oversight LAP FAP
1	429200-1-58-01	Collier	City of Marco Island Tommy Barfield Sidewalk and Charter Middle School Oversight LAP FAP
1	429880-1-58-01	Polk	Polk County Clubhouse Rd. Oversight LAP FAP
1	428118-1-58-01	Polk	City of Winter Haven Bike Path Trail 3rd St. Oversight LAP 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

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COVALT GROUP
COMPLIANCE SPECIALISTS

DISTRICT	FIN#	COUNTY	DESCRIPTION
1	429897-1-58-01	Collier	Collier County Oasis Blvd. Sidewalks Oversight LAP FAP
1	420974-3-58-01	Sarasota	Sarasota County ATMS Phase 3 Oversight LAP FAP
1	420974-4-58-01	Sarasota	Sarasota County ATMS Phase 4 Oversight LAP FAP
1	430163-1-58-01	Sarasota	City of Sarasota Geenan/Alderman Oversight LAP FAP
1	433279-1-58-01	Sarasota	City of Sarasota Osprey Ave ATMS Oversight LAP FAP
1	420655-1-52-01	Collier/Lee	IROX – FAP with OJT
1	406314-3-52-01	Sarasota	ARRA 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

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COVALT GROUP
COMPLIANCE SPECIALISTS

LIST OF SOME OF THE CONTRACTORS ON THE PROJECTS:

- APAC
- Ajax Paving
- Acme Barricades
- Astaldi Construction
- American Lighting and Signalization
- Better Roads
- Bob's Barricades
- CMA Corporation
- Curb Systems
- Cone & Graham
- Coastal Marine
- CW Roberts Contracting
- Community Asphalt
- Edens Construction
- Florida Safety Contractors
- Gator Grading & Paving
- GCE Services
- Guymann Construction of FL
- H&J Contracting
- Highway Safety Devices
- Johnson Brothers
- Kelly Brothers
- Kimmons Contracting
- L Cobb
- L & S Concrete
- McShea Contracting
- MSB Service
- McRae Enterprises
- McLeod Land Services
- Quality Enterprises
- RIPA Construction
- Road Runner Highway Signs
- Roadsafe Traffic Systems
- SEMA Construction
- Suncoast Paving
- Signal Group
- Spectrum Underground
- Superior Asphalt
- Traffic Control Products
- Wright Construction
- Traffic Control Devices
- Turtle Southeast
- Transcore ITS
- ZEP Construction

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PROPOSED PROJECT STAFFING COSTS
COVALT GROUP INC.
Compliance Services for Central Florida Expressway Authority Wekiva Parkway Projects
Project Numbers: 429-202 / 429-203 / 429-204 / 429-205 / 429-206

	Total (All Projects)	Start Date	End Date	MM	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 Mtgs, Precon, Setting p, Finaling Out	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**

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
1	429-202						
	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**

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
2	429-203						
	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**

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
3	429-204						
	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**

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
4	429-205						
	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**

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
5	429-206						
	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**

CONSENT AGENDA ITEM

#9

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: February 24, 2015

RE: Supplemental Agreement No. 5 for HNTB Corporation
Design Consultant Services for S. R. 429 (Wekiva Parkway)
From US 441 Interchange to North of Ponkan Road
Project No. 429-202, Contract No. 000850

Board approval is requested for Supplemental Agreement No. 5 with HNTB Corporation in the not-to-exceed amount of $725,000.00 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	$ 4,400,000.00
Supplemental Agreement No. 1	$ 110,000.00
Supplemental Agreement No. 2	$ 175,000.00
Supplemental Agreement No. 3	$ 0.00
Supplemental Agreement No. 4	$ 0.00
This Supplemental Agreement	$ 725,000.00
Total Revised Contract Amount	$ 5,410,000.00

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

Project 429-202
Contract 000850

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 429-202)

S.R. 429 (Wekiva Parkway) From US 441 Interchange to North of Ponkan Road

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 HNTB CORPORATION, hereinafter called the "CONSULTANT."

WHEREAS, Section 4.27 of Exhibit "A" of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 21st day of May 2012 provides that after completion of the services outlined in Exhibit "A" for Project Number 429-202 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 Wekiva Parkway Corridor Consultant's correspondence to the AUTHORITY dated February 27, 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 Wekiva Parkway Corridor Consultant's correspondence to the AUTHORITY dated February 27, 2015. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $725,000.00. This maximum fee includes an Allowance of $28,857.58 to be approved for use by the CONSULTANT at the sole discretion of the AUTHORITY.

3. Section 4.27 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:_____ By:_____

Assistant Secretary Director of Procurement

HNTB CORPORATION

Witness:_____ By:_____

Print Name: Print Name:

Title: Title:

Exhibit "A"

Project 429-202
S.R. 429 (Wekiva Parkway) from US 441 Interchange to North of Ponkan Road
Post-Design Scope of Services (Section 4.27)

4.27 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.

CH2M HILL
225 East Robinson Street
Suite 505
Orlando FL 32801-4321
Tel 407.423.0030
Fax 407.839.5901

CH2MHILL

February 27, 2015

Mr. Glenn Pressimone
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Wekiva Parkway
Contract No. 000850
Project No. 429-202
Post-Design Services Supplemental Agreement

Dear Mr. Pressimone:
As the project transitions from Design to Construction, we have requested and received a Post-Design Services proposal for the above referenced contract. The consultant, HNTB Corporation (HNTB), has submitted a Post-Design Services amendment package to address the post-design services and/or plan modifications required since the Bid Package was submitted.

We have reviewed the attached proposal from HNTB, and have determined the proposal is consistent with the original contract terms and category rates. HNTB has also elected to request new billing rates consistent with current employee rates and their employee roster is included with the package. The amendment addresses all anticipated scope of work.

The package submitted and reviewed is requesting a fee of $696,142.42. It is our recommendation an amount of $725,000 be submitted for approval to the Board in order to account for a contingency amount.

If you should have any questions or need additional information, please do not hesitate to contact me.

Sincerely,
CH2M HILL

Scott L. Bear

Scott Bear
Project Manager

cc: File (w/attach)

HNTB Corporation

HNTB Corporation
Wekiva Parkway Section 1A
CFX Project No. 429-202
Post Design Services

ACTIVITY	CHIEF ENGINEER		SENIOR ENGINEER		SR PROJECT ENGINEER		PROJECT ENGINEER		ENGINEER		ENGINEER INTERN		CONTRACT COORDINATOR		MAN HR. BY ACTIVITY	SALARY COSTS FOR ACTIVITY	AVG. RATE/HOUR
	MAN HR.	RATE	MAN HR.	RATE	MAN HR.	RATE	MAN HR.	RATE	MAN HR.	RATE	MAN HR	RATE	MAN HR.	RATE			
Post Design Activities																	
A-Requests for Information/Non Compliance Reports	106	$95.92	106	$68.30	106	$56.94	426	$42.81	88	$35.49	213	$30.30	21	$34.27	1,066	$51,976.71	$48.76
B-Shop Drawing Reviews	71	$95.92	200	$68.30	200	$56.94	572	$42.81	73	$35.49	286	$30.30	28	$34.27	1,430	$68,581.72	$47.93
C-Plan Revisions	48	$95.92	48	$68.30	67	$56.94	169	$42.81	47	$35.49	97	$30.30	9	$34.27	485	$23,847.99	$49.17
D-Meetings & Coordination	93	$95.92	62	$68.30	62	$56.94	77	$42.81	17	$35.49	0	$30.30	0	$34.27	311	$20,585.15	$66.19
E-As-Built Load Ratings	0	$95.92	58	$68.30	0	$56.94	67	$42.81	10	$35.49	33	$30.30	0	$34.27	168	$8,184.48	$48.72
F-As-Built Drawings	20	$95.92	41	$68.30	41	$56.94	83	$42.81	110	$35.49	125	$30.30	0	$34.27	420	$18,297.88	$43.58
Additional Design for DMS																	
ITS Analysis	6	$95.92	18	$68.30	12	$56.94	21	$42.81	4	$35.49	0	$30.30	0	$34.27	61	$3,529.18	$57.86
ITS Plans	4	$95.92	12	$68.30	8	$56.94	14	$42.81	4	$35.49	0	$30.30	0	$34.27	42	$2,400.11	$57.15
TOTAL	348	$33,380.16	545	$37,223.50	496	$28,242.24	1,429	$61,175.49	353	$12,527.97	754	$22,846.20	58	$1,987.66	3,983	197,383.22	$49.55

Standard Post design Subconsultants: (see attachments for detail)		
GTC	$	2,911.64
IDA	$	23,453.28
TEDS	$	15,307.02
GEC	$	19,907.21
Nadic	$	5,937.71
Total:	$	67,516.86

Additional Geotech Monitoring	
GEC - Surcharge Evaluation	$69,423.40
GEC - Grout Stabilization	$14,424.47
Total:	$83,847.87

SALARY RELATED COSTS:		**$197,383.22**
EFFECTIVE MULTIPLIER	2.7600	$544,777.69
POST DESIGN TOTAL WITH SUBS		**$612,294.55**
Additional Geotech Monitoring		**$83,847.87**
Total		**$696,142.42**

HNTB Corporation
Wekiva Parkway Section 1A
CFX Project No. 429-202
Post Design Services

ACTIVITY: A - Requests for Information (RFIs) and Non-Conformance Reports (NCRs)

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
A-RFIs and NCRs							Based on 18 month construction schedule
Roadway/MOT	Each	72	5		360		4 per month
Utilities	Each	6	5		30		assumes 6 RFIs
Structures -Connector Road RFI	EA	24	4	0	96		2 RFIs/month x 12 months = 24 RFIs
Structures -Low Area Bridge	EA	12	4	0	48		1 RFIs/month x 12 months = 12 RFIs
Structures -Southfork Bridge	EA	12	4	0	48		1 RFIs/month x 12 months = 12 RFIs
Structures -Ramp C Bridge	EA	12	4	0	48		1 RFIs/month x 12 months = 12 RFIs
Structures -Ramp D Bridge	EA	12	4	0	48		1 RFIs/month x 12 months = 12 RFIs
Structures -Ponkan Bridge	EA	12	4	0	48		1 RFIs/month x 12 months = 12 RFIs
Structures -Walls	EA	18	4	0	72		Total of 18 RFIs.
NON-COMPLIANCE REPORTs	EA	12	4	0	48		Assume 12 NCR per job
Drainage/Permit	Each	36	5		180		2 per month
SPM	Each	6	5		30		Assume 6
Signals	Each	2	5		10		1 per location
A-RFI & NCR Subtotal		**236**			**1066**		

HNTB Corporation
Wekiva Parkway Section 1A
CFX Project No. 429-202
Post Design Services

ACTIVITY: B - Shop Drawing Reviews

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
Shop Drawing Reviews							
Roadway	LS	1	196		196		10 Shop drawings @ 4 hrs each and coordination- 2 hrs/week
Utilities	Each	0	0		0		Sub - GTC
Drainage/Permit	Each	8	5		40		
SPM	LS	1	50		50		sign panel review
Signals	Each	2	20		40		assumes 2 shop drawing submittals
		Structures Shop Drawing Reviews					
General							
Light pole/light pole pilaster connections	Each	1	12	0	12		Review anchor bolt/anchor plate details and Specialty Engineer's design as per Index No. 21200
Conduit Expansion Jt. Details	Each	1	6	0	6		2' Dia. conduit expansion/deflection joint details.
Connector Road Bridges (Bridge Nos. 750851 & 750852)							
Deck Joints	Each	1	8	0	8		2 Expansion joint locations. Same geometry (1 unit).
Stay-in-Place Forms	Each	3	10	0	30		Review shop drawings for SIP layouts for each span (3 units @ 8 hrs) and review design calculations. One beam spacing (1 Unit @ 6 hrs).
Bridge Overhang Bracket	Each	1	10		10		Bracket for supporting slab cantilever. Assume one design.
Pot Borings	Each	4	8	0	32		Different bearings for each pier line
PCI U-Beams	Each	3	8	0	24		Three different segments - end, pier and middle. Same for all beam lines
Post-Tensioning System	Each	1	40	0	40		Includes review of all post-tensioning products being used, elongations,
Erection & Camber Information	Each	1	48	0	48		Includes reviewed complete erection and camber shop drawings to be provided by the Contractor.
Access Ramp	Each	1	10	0	10		Access ramp internal to box.
Access Opening	Each	1	8	0	8		Details of access opening to be provided by Contractor
Temporary Shoring Towers	Each	2	12	0	24		Temporary tower and bracing reviews.
Internal Bracing	Each	1	16	0	16		Internal bracing and lifting loop analysis
Swedge Anchors	Each	1	8		8		Assume one anchor type
U-Beam Screening Details	Each	1	6		6		Screening at diaphragms
Maintenance Lighting	Each	1	12		12		Inspection lighting thru bridge
Low Area Bridge (Bridge Nos. 750857 & 750858)							
Deck Joints	Each	1	6	0	6		4 Expansion joint locations. Very similar movements for both bridges (1 unit).
Stay-in-Place Forms	Each	2	14	0	28		Review shop drawings for SIP layouts . Each bridge has one span length for all span lengths but different beam spacing (2 units @ 8 hrs) and review design calculations. Two beam spacing (2 Unit @ 6 hrs).
Bridge Overhang Bracket	Each	1	10		10		Bracket for supporting slab cantilever. Assume one design.
Florida I-Beams	Each	2	12	0	24		Two FIB types with varying lengths (11 total). Assume 2 @ 12 hrs and the rest will be similar.
Temporary Bracing	Each	2	12	0	24		Review of temporary bracing details. 2 in table.
Precast Panels	Each	3	24	0	72		Contractor to submit shop drawings for three preacst panels, which will include all handling, connection and erection details.

HNTB Corporation
Wekiva Parkway Section 1A
CFX Project No. 429-202
Post Design Services

ACTIVITY: B - Shop Drawing Reviews

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
Southfork Bridge (Bridge Nos. 750853 & 750854)							
Deck Joints	Each	1	6	0	6		2 Expansion joint locations. (1 unit).
Stay-in-Place Forms	Each	1	14	0	14		Review shop drawings for SIP layouts . Each bridge has same span length and beam spacing (1 units @ 8 hrs) and review design calculations (1 Unit @ 6 hrs).
Bridge Overhang Bracket	Each	1	10		10		Bracket for supporting slab cantilever. Assume one design.
Florida I-Beams	Each	1	12	0	12		One FIB type and span length. Plates vary.
Temporary Bracing	Each	1	12	0	12		Review of temporary bracing details. 2 in table.
Ramp C Bridge (Bridge No. 750856)							
Deck Joints	Each	1	6	0	6		2 Expansion joint locations. (1 unit).
Stay-in-Place Forms	Each	1	14	0	14		Review shop drawings for SIP layouts . Has one span length and beam spacing (1 units @ 8 hrs) and review design calculations (1 Unit @ 6 hrs).
Bridge Overhang Bracket	Each	1	10		10		Bracket for supporting slab cantilever. Assume one design.
Florida I-Beams	Each	1	12	0	12		One FIB type and span length. Plates vary.
Temporary Bracing	Each	1	12	0	12		Review of temporary bracing details. 2 in table.
Ramp D Bridge (Bridge No. 750855)							
Deck Joints	Each	1	6	0	6		2 Expansion joint locations. (1 unit).
Stay-in-Place Forms	Each	1	14	0	14		Review shop drawings for SIP layouts . Has one span length and beam spacing (1 units @ 8 hrs) and review design calculations (1 Unit @ 6 hrs).
Bridge Overhang Bracket	Each	1	10		10		Bracket for supporting slab cantilever. Assume one design.
Florida I-Beams	Each	1	12	0	12		One FIB type and span length. Plates vary.
Temporary Bracing	Each	1	12	0	12		Review of temporary bracing details. 1 in table.
Ponkan Bridges (Bridge Nos. 750861 & 750862)							
Deck Joints	Each	1	6	0	6		2 Expansion joint locations. (1 unit).
Stay-in-Place Forms	Each	1	14	0	14		Review shop drawings for SIP layouts . Has one span length and beam spacing (1 units @ 8 hrs) and review design calculations (1 Unit @ 6 hrs).
Bridge Overhang Bracket	Each	1	10		10		Bracket for supporting slab cantilever. Assume one design.
Florida U-Beams	Each	1	16	0	16		Non-standard beam. One beam length. Plates vary.
Temporary Bracing	Each	1	12	0	12		Review of temporary bracing details. 1 in table.
Walls							
MSE Walls	Each	14	8	0	112		Review of proprietary wall shop drawings to confirm that they are consistent with wall plans.
Planter Walls	Each	4	12	0	48		Review of planter wall shop drawings and calculations to be submitted by Contractor.
Closure Walls	Each	2	16	0	32		Review of closure wall shop drawings and calculations to be submitted by Contractor.
Temporary Critical Wall	Each	1	12	0	12		Review of TCW material and shop drawings.
Sign Structures							
Bridge Mounted Sign	Each	1	10	0	10		Review of shop drawing and material for bridge mounted sign.
Cantilever Sign Structure	Each	9	8	0	72		9 total @ 8 hrs each. Comparing shop drawings to standards.
Span Sign Structure	Each	3	8	0	24		3 total @ 8 hrs each. Comparing shop drawings to standards.
Butterfly Sign Structure	Each	1	16	0	16		1 total. Non-standard sign compared to modified index.
Shop Drawing Resubmittals	LS	10%		1004	100		Assume 10% Resubmittal rate.
TOTAL					**1430**		

HNTB Corporation
Wekiva Parkway Section 1A
CFX Project No. 429-202
Post Design Services

ACTIVITY: C - Plan Revisions

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
Plan Revisions							
Roadway	Each	6	20		120		# of revisions assumed
Utilities	Each	0			0		GTC
Drainage/Permit	Each	6	20		120		# of revisions assumed
SPM	Each	1	20		20		# of revisions assumed
Signals	Each	1	20		20		# of revisions assumed
Structures							
Connector Road Bridge	EA	1	60		60		
Low Area Bridge	EA	1	40		40		
Southfork Bridge	EA	1	30		30		
Ramp C Bridge	EA	1	20		20		
Ramp D Bridge	EA	1	20		20		
Ponkan Bridge	EA	1	35		35		
Plan Revisions Subtotal		**20**			**485**		

HNTB Corporation
Wekiva Parkway Section 1A
CFX Project No. 429-202
Post Design Services

ACTIVITY: D - Meetings and Coordination

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
D-Meetings and Coordination							
Pre-Construction Mtg.	LS	1	29		29		Attendance by 3 engineers and respond to questions: 3x3=9 + 20 = 13
Field Visits	Each	9	3		27		1 every 2 months x 1 eng x 3 hrs/ea
Coordination/Management	Each	76	2		152		2 hr/wk x 76 wks
Meetings	Each	9	3		27		1 every 2 months x 1 eng x 3 hrs/ea
Partnering	Each	2	18		36		2 mtgs x 3 eng x 6 hrs/mtg
Bidding Review and support	Each	1	40		40		Assume 40 hrs
D-Meetings & Coordination Subtotal		**98**			**311**		

HNTB Corporation
Wekiva Parkway Section 1A
CFX Project No. 429-202
Post Design Services

ACTIVITY: E - As-Built Load Ratings

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
As-Built Load Ratings							
Connector Road Bridge	Each	2	24		48		Assuming one beam for each bridge
Low Area Bridge	Each	4	12		48		Assuming one of each beam type is required for each bridge.
Southfork Bridge	Each	2	12		24		Assuming one beam for each bridge.
Ramp C Bridge	Each	1	12		12		Assume one beam.
Ramp D Bridge	Each	1	12		12		Assume one beam.
Ponkan Bridge	Each	2	12		24		Assuming one beam for each bridge.
							N/A
		12			**168**		

HNTB Corporation
Wekiva Parkway Section 1A
CFX Project No. 429-202
Post Design Services

ACTIVITY: F- As-Built Drawings

TASK	BASIS OF ESTIMATE	NO. OF UNITS *	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
							* All as-built drawing efforts assumes 1/3 of the total number of sheets require minor CAD revisions, except for structure plans.
All Discplines (minus Structures)							
Plan/Profile	EA	22.0	0.5	66	11.0		
General sheets (typicals, project layout)	EA	10.0	0.5	30	5.0		
Summary of Quantity	EA	1.0	0.5	3	0.5		
Roadway and Pond Cross-sections	EA	64.3	0.5	193	32.2		
Drainage plan views	EA	1.3	0.5	4	0.7		
Summary of Drainage	EA	2.0	0.5	6	1.0		
Drainage Structures	EA	23.0	0.5	69	11.5		
Traffic Control Plans	EA	4.7	0.5	14	2.3		
FON/Utility Adjustment	EA	9.3	1	28	9.3		
					0.0		
Signing	EA	32.7	0.5	98	16.3		
Signals	EA	3.0	1	9	3.0		
Structures							
Connector Road Bridge							
Revise Bridge Plans	EA	32	3	96	96		Assume 32 sheets out of 96 sheets total.
Low Area Bridge							
Revise Bridge Plans	EA	22	3	66	66		Assume 22 sheets out of 66 sheets total.
Southfork Bridge							
Revise Bridge Plans	EA	8	3	24	24		Assume 8 sheets out of 24 sheets total.
Ramp C Bridge							
Revise Bridge Plans	EA	6	3	17	18		Assume 6 sheets out of 17 sheets total.
Ramp D Bridge							
Revise Bridge Plans	EA	6	3	17	18		Assume 6 sheets out of 17 sheets total.
Ponkan Bridge							
Revise Bridge Plans	EA	8	3	23	24		Assume 8 sheets out of 23 sheets total.
Walls							
Revise Wall Plans	EA	27	3	83	81		Assume 27 sheets out of 83 sheets total.
TOTAL					420		

Estimator: Rakesh Sharma

ITS Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	1	6	6	Review existing documents.
33.2	Communications Plan Analysis	LS	1	6	6	Review as-built ITS design.
33.3	Lightning Protection Analysis	LS	1	4	4	
33.4	Power Subsystem	LS	1	4	4	
33.5	Voltage Drop Calculations	LS	1	4	4	
33.6	Design Documentation	LS	1	4	4	
33.7	Existing ITS System	LS	1	0	0	
33.8	Queue Analysis	LS	1	0	0	
33.9	Reference and Master ITS Design File	LS	1	4	4	
33.10	Reference and Master Communications Design File	LS	1	0	0	
33.11	Pole Elevation Analysis	LS	1	0	0	
33.12	Sign Panel Design Analysis	LS	1	0	0	
33.13	Quantities	LS	1	4	4	
33.14	Cost Estimate	LS	1	0	0	
33.15	Technical Special Provisions	LS	1	0	0	
33.16	Other ITS Analyses	LS	1	0	16	HNTB to review DRMP Structural Calcs. HNTB not to resign and seal.
Intelligent Transportation Systems Analysis Technical Subtotal					**52**	
33.17	Field Reviews	LS	1	0	0	
33.18	Technical Meetings	LS	2	1	2	
33.19	Quality Assurance/Quality Control	LS	%	5%	3	
33.20	Supervision	LS	%	3%	2	
Intelligent Transportation Systems Analysis Nontechnical Subtotal					**7**	
33.21	Coordination	LS	%	3%	2	
33. Intelligent Transportation Systems Analysis Total					**61**	

Estimator: Rakesh Sharma

ITS Plans

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	1	6	6	Review existing documents.
33.2	Communications Plan Analysis	LS	1	6	6	Review as-built ITS design.
33.3	Lightning Protection Analysis	LS	1	4	4	
33.4	Power Subsystem	LS	1	4	4	
33.5	Voltage Drop Calculations	LS	1	4	4	
33.6	Design Documentation	LS	1	4	4	
33.7	Existing ITS System	LS	1	0	0	
33.8	Queue Analysis	LS	1	0	0	
33.9	Reference and Master ITS Design File	LS	1	4	4	
33.10	Reference and Master Communications Design File	LS	1	0	0	
33.11	Pole Elevation Analysis	LS	1	0	0	
33.12	Sign Panel Design Analysis	LS	1	0	0	
33.13	Quantities	LS	1	4	4	
33.14	Cost Estimate	LS	1	0	0	
33.15	Technical Special Provisions	LS	1	0	0	
33.16	Other ITS Analyses	LS	1	0	0	
Intelligent Transportation Systems Analysis Technical Subtotal					**36**	
33.17	Field Reviews	LS	1	0	0	
33.18	Technical Meetings	LS	2	1	2	
33.19	Quality Assurance/Quality Control	LS	%	5%	2	
33.20	Supervision	LS	%	3%	1	
Intelligent Transportation Systems Analysis Nontechnical Subtotal					**5**	
33.21	Coordination	LS	%	3%	1	
33. Intelligent Transportation Systems Analysis Total					**42**	

GTC Engineering Corporation

Project: Wekiva Parkway - Stanton Ridge Utility Design; Replatting

Date: February 16, 2015
CIP #:
Purchasing Contract #:
Firm: GTC Engineering Corporation

FINAL DESIGN TASK LIST

Activity: Final Design **Sub-Activity: 5 Post Design Services (Limiting Amount)**

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	Principal $60.00 (Rate) Hrs	Principal $60.00 (Rate) Cost	Project Manager $55.00 (Rate) Hrs	Project Manager $55.00 (Rate) Cost	Sr Project Engineer $45.53 (Rate) Hrs	Sr Project Engineer $45.53 (Rate) Cost	Project Engineer $34.00 (Rate) Hrs	Project Engineer $34.00 (Rate) Cost	Clerical $15.00 (Rate) Hrs	Clerical $15.00 (Rate) Cost	Total Salary Costs	Total Hours	Remarks
5.1 Construction Administration																		
b. Attend Pre-Bid Meeting	EA	1	1		1.00	0.00	0.00	1.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	$55.00	1.00	
d. Respond to Comments	EA	1	3		3.00	0.00	0.00	1.00	55.00	2.00	91.06	0.00	0.00	0.00	0.00	$146.06	3.00	
f. Attend Pre-Const Meeting	EA	1	1.25		1.25	0.00	0.00	1.25	68.75	0.00	0.00	0.00	0.00	0.00	0.00	$68.75	1.25	
h. Respond to Request for Information		4	4		16.00	0.00	0.00	4.00	220.00	12.00	546.36	0.00	0.00	0.00	0.00	$766.36	16.00	
Total					**21.25**	**0.00**	**0.00**	**7.25**	**398.75**	**14.00**	**637.42**	**0.00**	**0.00**	**0.00**	**0.00**	**$1,036.17**	**21.25**	
SUBTOTAL 8					**21.25**	**0.00**	**0.00**	**7.25**	**398.75**	**14.00**	**637.42**	**0.00**	**0.00**	**0.00**	**0.00**	**$1,036.17**	**21.25**	
Quality Control	5%-10%	set at 5%			**0.00**	**0.00**	0.00	**0.00**	0.00	**0.00**	0.00					$0.00	0	
Supervision	5%-10%	set at 5%			**0.00**	**0.00**	0.00	**0.00**	0.00	**0.00**	0.00					$0.00	0	
					21.25	**0.00**	**0.00**	**7.25**	**398.75**	**14.00**	**637.42**	**0.00**	**0.00**	**0.00**	**0.00**	**$1,036.17**	**21.25**	

Task 5 Salary Costs **$ 1,036.17**
Total Overhead **2.8100**
TOTAL CONTRACT FEE **$ 2,911.64**

IDA Consulting
Engineers, Inc.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: WEKIVA PARKWAY (SR 429) - 429-202
County: Orange County
FPN: Sr 429-202
FAP No.: N/A

Consultant Name: IDA Consulting Engineers, Inc.
Consultant No.: N/A
Date: 9/22/2014
Estimator: KS

Staff Classification	Total Staff Hours From "IDA Post Design"	Project Manager	Senior Bridge	Bridge Engineer	CADD Technician	Staff Classi-	Staff Classi-	Staff Classi-	Staff Classi-	Staff Classi-	Staff Classi-	Staff Classi-	Staff Classi- fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$52.00	$52.00	$39.50	$39.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
13. Structures - Medium Span Concrete Bridge	178	36	53	53	36	0	0	0	0	0	0	0	0	178	$8,144	$45.75
Total Staff Hours	178	36	53	53	36	0	0	0	0	0	0	0	0	178		
Total Staff Cost		$1,872.00	$2,756.00	$2,093.50	$1,422.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$8,143.50	$47.53

Check = $8,143.50

SALARY RELATED COSTS:				$8,143.50
OVERHEAD:				
OPERATING MARGIN:				
EXPENSES:				
EFFECTIVE MULTIPLIER:	2.8800			$23,453.28
SUBTOTAL ESTIMATED FEE:				**$23,453.28**
Survey (Field)	0	4-man crew days @	$ - / day	$0.00
Geotechnical Field and Lab Testing				$0.00
SUBTOTAL ESTIMATED FEE:				**$0.00**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$23,453.28**

#REF!

IDA Consulting Engineers, Inc.
Wekiva Parkway Section 1A
CFX Project No. 429-202
Post Design Services

ACTIVITY: As-Built Load Ratings

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
As-Built Load Ratings							
Yothers Bridge	Each	2	20		40		Non-standard beam type. Assume beam per span.
TOTAL		2			40		

ACTIVITY: RFIs

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
Yothers Bridge							
RFIs	EA	6	4	0	24		1 RFIs/month x 12 months = 12 RFIs
TOTAL		6			24		

ACTIVITY: Structures - Shop Drawing Reviews

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
Yothers Bridge (Bridge No. 750860)							
Deck Joints	Each	1	4	0	4		2 Expansion joint locations. (1 unit).
Stay-in-Place Forms	Each	1	10	0	10		Review shop drawings for SIP layouts . Has one span length and beam spacing (1 units @ 8 hrs) and review design calculations (1 Unit @ 6 hrs).
Bridge Overhang Bracket	Each	1	8	0	8		Bracket for supporting slab cantilever. Assume one design.
Haunched Beams	Each	1	20	0	20		Non-standard beam. One beam length. Plates vary.
Temporary Bracing	Each	1	12	0	12		Review of temporary bracing details. 1 in table.
Safety Line Anchorage Device	Each	1	6	0	6		One type
TOTAL		6			60		

ACTIVITY: Structures - Plan revisions

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
Yothers Bridge							
Revision	EA	1	24		24		
TOTAL		1			24		

ACTIVITY: As-Built Drawings

TASK	BASIS OF ESTIMATE	NO. OF UNITS *	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD* HOURS	REMARKS
							*** All as-built drawing efforts assumes 1/3 of the total number of sheets require minor CAD revisions, except for structure plans.**
Yothers Bridge							
Revise Bridge Plans	EA	10	3	30	30		Assume 10 sheets out of 30 sheets total.
TOTAL					30		
TOTAL PDS - Yothers Bridge					178		

Traffic Engineering Data Solutions, Inc.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Wekiva Parkway from US 441 to Ponkan Road (Section 1A) - POST DESIGN
County: Orange
FPN: 429-202
FAP No.: N/A

Consultant Name: Traffic Engineering Data Solutions, Inc.
Consultant No.: 10412
Date: 2/25/2015
Estimator: Fred Ferrell

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Engineer	Engineer Intern	Designer	Sr. Designer	Staff Classi-fication 5	Staff Classi-fication 6	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$51.50	$28.85	$20.00	$36.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
23. Lighting Analysis	80	20	8	0	52	0	0	0	0	0	0	0	0	80	$3,136	$39.20
33. Intelligent Transportation Systems Analysis	84	21	8	0	55	0	0	0	0	0	0	0	0	84	$3,296	$39.23
Total Staff Hours	164	41	16	0	107	0	0	0	0	0	0	0	0	164		
Total Staff Cost		$2,111.50	$461.60	$0.00	$3,858.42	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$6,431.52	$39.22
														Check =	$6,431.52	

SALARY RELATED COSTS:		$6,431.52
OVERHEAD:		
OPERATING MARGIN:		
EXPENSES		
EFFECTIVE MULTIPLIER	2.380	$15,307.02
SUBTOTAL ESTIMATED FEE:		**$15,307.02**

Project Activity 23: Lighting Analysis

Estimator: #REF!
#REF!

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Lighting Post Design Support					
A	Review and Respond to RFIs	EA	3	4	12	Assumes three (3) RFIs
B	Shop Drawing / Submittal Data Reviews	EA	2	4	8	Assumes two (2) submittals
C	Meetings and Coordination	EA	3	4	12	Assumes three meetings (KO and 2 progress)
D	Plan Revisions	EA	1	8	8	
E	As-built drawings	LS	1	40	40	Provide as-built CAD drawings from CEI red-lines
Lighting Analysis Technical Subtotal					**80**	

Project Activity 33: Intelligent Transportation Systems Analysis

Estimator: #REF!
#REF!

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	ITS Post Design Support					
A	Review and Respond to RFIs	EA	3	4	12	Assumes three (3) RFIs
B	Shop Drawing / Submittal Data Reviews	EA	3	4	12	Assumes two (3) submittals
C	Meetings and Coordination	EA	3	4	12	Assumes three meetings (KO and 2 progress)
D	Plan Revisions	EA	1	8	8	
E	As-built drawings	LS	1	40	40	Provide as-built CAD drawings from CEI red-lines
Intelligent Transportation Systems Analysis Technical Subtotal					**84**	

Geotechnical &
Environmental
Consultants, Inc.

Geotechnical and Environmental Consultants, Inc.

At the very foundation of our community

September 16, 2014
Revised January 6, 2015
Revised February 25, 2015

HNTB
610 Crescent Executive Court, Suite 400
Lake Mary, Florida 32746

Attention: Mr. John Hornbeck, P.E.
Project Manager

Subject: Proposal for Post-Design Geotechnical Services
Wekiva Parkway (SR 429-202)
Orange County, Florida
GEC Proposal No. 8071G

Dear Mr. Hornbeck:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to present this proposal to provide post-design geotechnical engineering services for the above-referenced project. This proposal was requested by you and our recommended scope of services is based on the results of our geotechnical investigation for the Wekiva Parkway 429-202 design project.

Our scope of services will consist of three tasks: 1) Post-Design Geotechnical Engineering 2) Surcharge Monitoring at Ponkan Road Bridge and 3) Inspection of Grout Stabilization Program for Ground Subsidence between Stations 211+00 and 213+00. This proposal presents our recommended scope of services and a cost and schedule for providing those services.

Scope of Services

Task 1 – Post Design Geotechnical Engineering

Our scope of services will include geotechnical review of contractor submittals, responses to requests for information from the contractor, field observation of geotechnical conditions during construction, geotechnical analysis, recommendations to address construction geotechnical issues, written documentation of our field observations and recommendations, and attend meetings as requested.

Task 2 – Surcharge Monitoring at Ponkan Road Bridge

Our services for the anticipated 7-month surcharge program will include a field review of settlement plate installation by the contractor, observation of settlement plate conditions during the surcharge period, performing surveys of the settlement plate elevations, recommendations for the rate of filling and final removal of surcharge, and written documentation of our observations, surveyed plate elevations, review and recommendations.

The embankment/wall height at the south abutment of the Ponkan Road bridge is about 34 ft and the surcharge height is 3 feet, for a total height of 37 feet. In our settlement analysis, we estimated 108 days for surcharge embankment construction (all 37 feet) and 210 days for the surcharge period. GEC will perform the field survey of the 6 settlement plates at the following frequencies:

- Embankment/Surcharge Construction (108 days)
  - 15.5 weeks: 2 times per week - 31 surveys
- Surcharge Period (210 days)
  - First 8 weeks: 2 times per week - 16 surveys
  - Weeks 9 through 15: 1 time per week - 7 surveys
  - Weeks 16 through 30: 1 time per 2 weeks - 8 surveys
- Total Surveys - 62
- Survey Staffhours - 62 Surveys x 2 Technicians x 4 Hours per Survey = 496 hours

Task 3 – Inspection of Grout Stabilization of Ground Subsidence

Our services will include full-time field inspection of the grout stabilization program, including estimation of injection pipe depths and grout quantities, monitoring grout pressures and grout consistency, and reporting the grouting program results. The final report will document completion of the grouting program in accordance with the project plans and Technical Special Provisions.

Cost Breakdown

A summary of our estimated fees is shown below.

I.	Post-Design Geotechnical Engineering	$19,907.21
II.	Surcharge Evaluation	$69,423.40
III.	Inspection of Grout Stabilization Program	$14,424.47
	Total Limiting Amount	**$103,755.08**

Attachment 1 provides a detail of our estimated staffhours and fees for the services described above. Our estimated fee is based on the rates authorized under our original fee proposal. We will not exceed the Limiting Amount without prior authorization from you.

GEC appreciates the opportunity to work with you on this project. If you have any questions regarding this proposal, or if we can be of further assistance, please contact the undersigned.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

Craig G. Ballock, P.E.
Project Engineer

Gary L. Kuhns, P.E.
President

CGB/GLK/cew

Attachment 1
Post-Design Geotechnical Services
Wekiva Parkway 429-202
Geotechnical and Environmental Consultants, Inc.

Task 1 - Post-Design Geotechnical Engineering

Item	Description	Unit	Unloaded Unit Price	No of Units	Cost
03.01.00	Chief Engineer	HR	$51.93	20	$ 1,038.60
03.02.00	Senior Engineer	HR	$45.08	20	$ 901.60
03.03.00	Project Engineer	HR	$30.53	80	$ 2,442.40
03.04.00	Engineer	HR	---	---	---
03.05.00	Designer (CADD)	HR	$29.79	10	$ 297.90
03.06.00	Secretary	HR	$25.96	20	$ 519.20
03.07.00	Senior Engineering Technician	HR	$24.47	24	$ 587.28
03.08.00	Engineering Technician	HR	---	---	---
				Total Staff Cost	$ 5,786.98
	Effective Multiplier	3.44		**TOTAL**	$ 19,907.21

Task 2 - Surcharge Evaluation at Ponkan Road

Item	Description	Unit	Unloaded Unit Price	No of Units	Cost
03.01.00	Chief Engineer	HR	$51.93	15	$ 778.95
03.02.00	Senior Engineer	HR	$45.08	45	$ 2,028.60
03.03.00	Project Engineer	HR	$30.53	135	$ 4,121.55
03.04.00	Engineer	HR	---	---	---
03.05.00	Designer (CADD)	HR	$29.79	20	$ 595.80
03.06.00	Secretary	HR	$25.96	20	$ 519.20
03.07.00	Senior Engineering Technician	HR	$24.47	496	$ 12,137.12
03.08.00	Engineering Technician	HR	---	---	---
				Total Staff Cost	$ 20,181.22
	Effective Multiplier	3.44		**TOTAL**	$ 69,423.40

Task 3- Inspection of Grout Stabilization Program

Item	Description	Unit	Unloaded Unit Price	No of Units	Cost
03.01.00	Chief Engineer	HR	$51.93	4	$ 207.72
03.02.00	Senior Engineer	HR	$45.08	8	$ 360.64
03.03.00	Project Engineer	HR	$30.53	40	$ 1,221.20
03.04.00	Engineer	HR	---	---	---
03.05.00	Designer (CADD)	HR	$29.79	8	$ 238.32
03.06.00	Secretary	HR	$25.96	8	$ 207.68
03.07.00	Senior Engineering Technician	HR	$24.47	80	$ 1,957.60
03.08.00	Engineering Technician	HR	---	---	---
				Total Staff Cost	$ 4,193.16
	Effective Multiplier	3.44		**TOTAL**	$ 14,424.47

			Grand Total Staff Cost	$ 30,161.36
	Effective Multiplier	3.44	**GRAND TOTAL**	$ 103,755.08

Nadic Engineering Services, Inc.

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

February 25, 2015
(Original September 17, 2014)

HNTB
610 Crescent Executive Court
Suite 400
Lake Mary, FL. 32746

Attention: Mr. John Hornbeck, P.E.
Project Manager

Re: Proposal for Post Design Geotechnical Engineering Services
SR 429 (Wekiva Parkway), Section 1A
Orange County, Florida
OOCEA Project# 429-202
NES Project No.: R12007

Dear Mr. Hornbeck:

NES is pleased to submit the attached proposal for the post design services for the above referenced project. Our services will include the following:

- Review shop drawings for Miscellaneous Structures, including walls and sign structures.
- Provide soil parameters for Miscellaneous Structures.
- Review and evaluate shop drawing for Yothers Road Bridge.
- Attend project meetings.

The estimated total cost of these tasks is **$5,937.71.** Please see Attachment A.

We sincerely appreciate the opportunity of submitting this fee proposal, and look forward to a continued association with you, HNTB and CFX. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,

NADIC ENGINEERING SERVICES, INC.

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

GNN: R12007 (SR429_Wekiva Parkway-Post Design).(Sept.152014)pro

Attachment:
Attachment A – Computation of Geotechnical Cost – Post Design SR 429 (Wekiva Parkway, Section 1A)

NES
601 N. Hart Boulevard
Orlando, FL. 32818
Phone: 407 521 4771
Fax: 407 521 4772
E-Mail: nadic@nadicinc.com

ATTACHMENT A
COMPUTATION OF GEOTECHNICAL COST - POST DESIGN SERVICES
SR 429 (WEKIVA PARKWAY, SECTION 1A)

Component/Unit Description	UNIT	QTY	RATE	TOTAL COST
III. ENGINEERING AND TECHNICAL SERVICES:				
1. Project Manager/Chief Engineer:	Hr	10	$55.71	$557.10
2. Senior Engineer:	Hr		$52.08	$0.00
3. Project Engineer:	Hr	25	$45.19	$1,129.75
4. Engineer:	Hr		$28.94	$0.00
5. Engineer Intern	Hr		$0.00	$0.00
6. Cadd Technician:	Hr		$24.42	$0.00
7. Senior Engineering Technician:	Hr		$22.15	$0.00
8. Secretarial/Clerical:	Hr		$16.64	$0.00
Salary Related Fees				**$1,686.85**
Multiplier			3.520	**$5,937.71**

TOYAL ESTIMATED FEE **$5,937.71**

Nadic Engineering Services, Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818
Phone: 407 521 4771
Fax: 407 521 4772

CONSENT AGENDA ITEM

#10

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: February 24, 2015

RE: Supplemental Agreement No. 5 for Dewberry Engineers, Inc., d/b/a Dewberry/Bowyer-Singleton
Design Consultant Services for S. R. 429 (Wekiva Parkway)
From North of Ponkan Road to North of Kelly Park Road
Project No. 429-203, Contract No. 000981

Board approval is requested for Supplemental Agreement No. 5 with Dewberry Engineers, Inc., d/b/a Dewberry/Bowyer-Singleton in the not-to-exceed amount of $580,000.00 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	$ 3,650,000.00
Amount of Supplemental Agreement No. 1	$ 0.00
Amount of Supplemental Agreement No. 2	$ 700,000.00
Amount of Supplemental Agreement No. 3	$ 0.00
Amount of Supplemental Agreement No. 4	$ 275,000.00
Amount of This Supplemental Agreement	$ 580,000.00
Total Revised Contract Amount	$ 5,205,000.00

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

Project 429-203
Contract 000981

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 429-203)

S.R. 429 (Wekiva Parkway) From North of Ponkan Road to North of Kelly Park Road

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 DEWBERRY ENGINEERS INC. D/B/A DEWBERRY / BOWYER – SINGLETON of Fairfax, Virginia, hereinafter called the "CONSULTANT."

WHEREAS, Section 4.27 of Exhibit "A" of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 21st day of May 2012 provides that after completion of the services outlined in Exhibit "A" for Project Number 429-203 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 Wekiva Parkway Corridor Consultant's correspondence to the AUTHORITY dated February 27, 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 Wekiva Parkway Corridor Consultant's correspondence to the AUTHORITY dated February 27, 2015. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $580,000.00. This maximum fee includes an Allowance of $24,490.66 to be approved for use by the CONSULTANT at the sole discretion of the AUTHORITY.

3. Section 4.27 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:_____ By:_____

Assistant Secretary Director of Procurement

DEWBERRY ENGINEERS INC.
D/B/A DEWBERRY / BOWYER - SINGLETON

Witness:_____ By:_____

Print Name: Print Name:

Title: Title:

Exhibit "A"

Project 429-203
S.R. 429 (Wekiva Parkway) from North of Ponkan Road to North of Kelly Park Road
Post-Design Scope of Services (Section 4.27)

4.27 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.

CH2M HILL
225 East Robinson Street
Suite 505
Orlando FL 32801-4321
Tel 407.423.0030
Fax 407.839.5901

CH2MHILL

February 27, 2015

Mr. Glenn Pressimone
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Wekiva Parkway
Contract No. 000981
Project No. 429-203
Post-Design Services Supplemental Agreement

Dear Mr. Pressimone:
As the project transitions from Design to Construction, we have requested and received a Post-Design Services proposal for the above referenced contract. The consultant, Dewberry, has submitted a Post-Design Services amendment package to address the post-design services and/or plan modifications required since the Bid Package was submitted.

We have reviewed the attached proposal from Dewberry, and have determined the proposal is consistent with the original contract terms and category rates. The amendment addresses all anticipated scope of work.

The package submitted and reviewed is requesting a fee of $555,509.34. It is our recommendation an amount of $580,000 be submitted for approval to the Board in order to account for a contingency amount.

If you should have any questions or need additional information, please do not hesitate to contact me.

Sincerely,
CH2M HILL

Scott Bear
Project Manager

cc: File (w/attach)

Dewberry

Project # 429-203 - Wekiva Parkway
Post Design Services
2/23/2015
Dewberry

TOTAL CONTRACT FEE COMPUTATIONS		Check Appropriate Box
Total Activity Salary Costs	$116,540.24	(X) Initial Estimate Post Design
Post Design Multiplier	3.23	
Subtotal	$376,424.98	( ) Revised Estimate No. 1 Post Design
Field Survey (10 days @ $1,228.48/Day)	$12,284.80	
		( ) Revised Estimate No. 2 Post Design
Dewberry Fee Total	$388,709.78	
		( ) Revised Estimate No. 3 Post Design
		( ) Revised Estimate No. 4 Post Design
SUBCONSULTANTS		( ) Revised Estimate No. 5 Post Design
Atkins	$117,941.63	
GMB	$16,840.82	
Ardaman	$9,958.69	
Nadic	$9,943.16	
Balmoral	$7,358.31	
WBQ	$4,756.95	
SUBCONSULTANT SUBTOTAL	$166,799.56	
MAXIMUM FEE	$555,509.34	

2/23/26

Dewberry
Estimate of Work Effort and Cost - Prime
Post Design Services

Dewberry

Project # 429-203 - Wekiva Parkway

Activity Salary Costs Summary

ACTIVITY	Project Mgr.		Senior Engineer		Engineer		Sr Engineering Tech		Engineering Tech		Clerical		Total M/H	Salary Costs
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	By Activity	By Activity
Requests for Information	100	$74.05	404	$50.50	454	$ 32.13	50	$33.00	0	$16.75	0	$0.00	1,008	$44,044
PreConstruction Conference	4	$74.05	4	$50.50	0	$ 32.13	0	$33.00	0	$16.75	0	$0.00	8	$498
Addenda	4	$74.05	8	$50.50	12	$ 32.13	8	$33.00	8	$16.75	0	$0.00	40	$1,484
Shop Drawing Reviews	33	$74.05	232	$50.50	232	$ 32.13	100	$33.00	67	$16.75	0	$0.00	664	$26,036
Plans Revisions	14	$74.05	100	$50.50	100	$ 32.13	44	$33.00	30	$16.75	0	$0.00	288	$11,254
Coordination	150	$74.05	150	$50.50	0	$ 32.13	0	$33.00	36	$16.75	0	$0.00	336	$19,286
Field Visits	20	$74.05	48	$50.50	20	$ 32.13	0	$33.00	0	$16.75	0	$0.00	88	$4,548
Meetings	42	$74.05	42	$50.50	0	$ 32.13	0	$33.00	0	$16.75	0	$0.00	84	$5,231
Partnering	0	$74.05	0	$50.50	0	$ 32.13	0	$33.00	0	$16.75	0	$0.00	0	$0
Record Drawings	8	$74.05	22	$50.50	30	$ 32.13	30	$33.00	30	$16.75	0	$0.00	120	$4,160
TOTALS	375	$27,768.75	1,010	$51,005.00	848	$27,246.24	232	$7,656.00	171	$2,864.25	0	$0.00	2,636	$116,540.24

TOTAL LABOR	**$116,540.24**
Post Design Multiplier	**3.23**
GRAND TOTAL	**$376,424.98**

TASK LIST

Consultant Name: Dewberry
CFX Project No.: 429-203
Date: 2/17/2015

Project Name: Wekiva Parkway

ACTIVITY: POST DESIGN SERVICES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Roadway	EA	84	4		336		Assume 4 per Month for 21 mo
Drainage	EA	63	4		252		Assume 3 per month
SPM	EA	21	4		84		Assume 1 per month
Structures	EA	84	4		336		Assume 4 per Month
Toll Plaza	EA				0		
RFI Subtotal					**1008**		
Preconstruction Conference	LS	1	8		8		
Addenda	LS	1	40		40		
Shop Drawing Reviews							
Roadway	LS	1	80		80		
Drainage	LS	1	120		120		
SPM	LS	1	0		0		
Structures	LS	1	464		464		
Toll Plaza	LS				0		
Shop Drawing Subtotal					**684**		
Plans Revisions							
Roadway	EA	36	8	26	288		Estimate at 5% of 720 Sheets, Includes QC
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					**288**		
Coordination	EA	21	16		336		Assume 4 hours per week for 21 Months
Field Visits	EA	11	8		88		1 Visit, 2 people every 2 Months
Meetings	EA	21	4		84		Monthly (1 people @ 4hrs/mtg)
Partnering	EA				0		
Record Drawings	LS	1	120		120		
TOTAL					2636		

Dewberry

Shop Drawing	No. of Sheets	Hours per Sheet	Subtotal	Remarks
SR 429 over Lake Victor				
Prestressed Beams	1	32	32	
Piles	1	8	8	
Composite Bearings	1	4	4	
SIP Forms	1	8	8	
Aesthetic Panels	1	80	80	
Misc	1	24	24	
SR 429 over Parcel 197				
Prestressed Beams	1	16	16	
Piles	1	8	8	
Composite Bearings	1	4	4	
SIP Forms	1	8	8	
Misc	1	24	24	
SR 429 over Kelly Park Road				
Steel Beams	1	100	100	
Piles	1	8	8	
Composite Bearings	1	4	4	
SIP Forms	1	8	8	
Misc	1	24	24	
Mast Arms	4	6	24	
Retaining Walls	1	40	40	
Overhead Signs	5	8	40	
TOTAL			464	

Dewberry
Estimate of Work Effort and Cost - Subconsultant (Atkins)
Post Design Services

Atkins

Project # 429-203 - Wekiva Parkway

Activity Salary Costs Summary

ACTIVITY	Chief Engineer		Sr Engineer III		Sr ITS Analyst III		Sr Engineer II		Sr ITS Analyst I		Sr Designer		CADD Tech		Total M/H By Activity	Salary Costs By Activity
	M/H	68.83	M/H	49.96	M/H	57.22	M/H	39.15	M/H	35.22	M/H	36.50	M/H	23.12		
Requests for Information	8	$550.64	38	$1,898.48	38	$2,174.36	0	$0.00	0	$0.00	0	$0.00		$0.00	84	$4,623
PreConstruction Conference	0		0		0		0		0		0				0	$0
Addenda	0	$0.00	10	$499.60	10	$572.20	0	$0.00	10	$352.20	10	$365.00		$0.00	40	$1,789
Shop Drawing Reviews	0	$0.00	112	$5,595.52	112	$6,408.64	112	$4,384.80	114	$4,015.08	0	$0.00		$0.00	450	$20,404
Plans Revisions	10	$688.30	60	$2,997.60	30	$1,716.60	30	$1,174.50	0	$0.00	10	$365.00		$0.00	140	$6,942
PM Coordination & Management	21	$1,445.43	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00	21	$1,445
Field Visits	0	$0.00	10	$499.60	0	$0.00	10	$391.50	0	$0.00	0	$0.00		$0.00	20	$891
Meetings	0		0		0		0		0		0				0	$0
Partnering	0		0		0		0		0		0				0	$0
Record Drawings	0	$0.00	7	$349.72	7	$400.54	0	$0.00	0	$0.00	50	$1,825.00	11	$254.32	75	$2,830
TOTALS	39	2,684.37	237	11,840.52	197	11,272.34	152	5,950.80	124	4,367.28	70	2,555.00	11	254.32	830	$38,924.63

Atkins Multiplier - 3.03

$38,924.63

Multiplier 3.03

Multiplied Lat $117,941.63

TASK LIST

Consultant Name: Atkins
Project Name: Weliva Parkway (203)
CFX Project No.: 429-203 proper only
Date: 2/17/2015

ACTIVITY: POST DESIGN SERVICES: 203 Proper

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
	EA				0		
	EA				0		
SPM	EA	21	2		42		203 -21 months, 1 RFI per month;
ITS	EA	21	2		42		21 months, 1 RFI per month;
RFI Subtotal					84		
Preconstruction Conference	LS				0		no attendance
Addenda	LS	1	40		40		single addenda during bidding
Shop Drawing Reviews							
SAPM	LS				168		See backup sheet
ITS	LS				282		See backup sheet
Shop Drawing Subtotal					450		
Plans Revisions							
SAPM	LS	1	30		30		estimated
ITS	LS	1	30		30		estimated
ITS - Cameras	LS	1	60		60		Addition of Cameras at DMS locations. Reanalyze voltage drops, revise networking details, revise plans sheets, tab of quantities and addition of CCTV details and specifications
ITS Cameras - Structural	LS	1	20		20		structural to support above.
	EA				0		
Plans Revisions Subtotal					140		
PM Coordination & Management	LS	1	21		21		21 months, 1 hours per month
Field Visits	EA	5	4		20		2 each for SAPM and ITS, 1 for structures - if requested
Meetings	EA	0	0		0		No attendance at meetings
Partnering	EA	0	0		0		No attendance at partnering
Record Drawings	LS	1	75		75		203 150 sheets
TOTAL					830		

Atkins

429-203
Post Design Services

Shop Drawings 203 Proper	No. of Sheets	Hours per Sheet	Subtotal
SAPM			
Standard Package	203	30	30
Overhead Panels			40
VHB Package		10	10
Photo check before shipping		8	8
OH sign Cantilevers (203)			80
SAPM total			168
ITS - 203			
Fiber Optic Cables		12 per contract	24
Electrical service		32 per contract	32
DCS		24 per contract	24
TMS		20 per contract	20
Cabinets		40 per contract	40
Communication Devices		32 per contract	32
DMS		40 per contract	40
OH Truss			30
Access walkway			24
Mix Designs			2
Drilled shaft installation procedures			4
TMS Poles			10
ITS TOTAL			282
Shop Drawing Grand total			450

2/23/2L

Dewberry
Estimate of Work Effort and Cost - Subconsultant (GMB)
Post Design Services

GMB

Project # 429-203 - Wekiva Parkway

Activity Salary Costs Summary

ACTIVITY	Chief Engineer		Project Manager		Project Engineer		Engineering Intern		N/A		Clerical	N/A	Total M/H	Salary Costs
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	By Activity	By Activity
Requests for Information	4	$69.71	19	$39.62	19	$ 37.25	0	$26.12	0	$0.00	0	$0.00	42	$1,739
PreConstruction Conference	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Addenda	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Shop Drawing Reviews	4	$69.71	18	$39.62	18	$ 37.25	0	$26.12	0	$0.00	0	$0.00	40	$1,663
Plans Revisions	1	$69.71	2	$39.62	2	$ 37.25	11	$26.12	0	$0.00	0	$0.00	16	$511
Coordination	1	$69.71	10	$39.62	10	$ 37.25	0	$26.12	0	$0.00	0	$0.00	21	$838
Field Visits	0	$69.71	2	$39.62	2	$ 37.25	2	$26.12	0	$0.00	0	$0.00	6	$206
Meetings	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Partnering	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Record Drawings	1	$69.71	2	$39.62	2	$ 37.25	11	$26.12	0	$0.00	0	$0.00	16	$511
TOTALS	11	$766.81	53	$2,099.86	53	$1,974.25	24	$626.88	0	$0.00	0	$0.00	141	$5,467.80

TOTAL LABOR	**$5,467.80**
Post Design Multiplier	**3.08**
GRAND TOTAL	**$16,840.82**

TASK LIST

Consultant Name: GMB
CFX Project No.: 429-203
Date: 2/17/2015

Project Name: Wekiva Parkway

ACTIVITY: POST DESIGN SERVICES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Lighting	EA	21	2		42		Assume 2 per Month for 21 mo
Drainage	EA				0		
SPM	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
RFI Subtotal					42		
Preconstruction Conference	LS				0		
Addenda	LS				0		
Shop Drawing Reviews							
Lighting	LS	1	40		40		
Drainage	LS				0		
SPM	LS				0		
Structures	LS				0		
Toll Plaza	LS				0		
Shop Drawing Subtotal					40		
Plans Revisions							
Lighting	EA	2	8		16		Estimate at 5% of 40 Sheets, Includes QC
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					16		
Coordination	EA	21	1		21		Assume 1 hours per month for 21 Months
Field Visits	EA	1	6		6		1 Visit, 1 person
Meetings	EA				0		
Partnering	EA				0		
Record Drawings	LS	1	16		16		
TOTAL					141		

Dewberry
Estimate of Work Effort and Cost - Subconsultant (Ardaman)
Post Design Services

Ardaman & Associates, Inc.

Project # 429-203 - Wekiva Parkway

Activity Salary Costs Summary

ACTIVITY	Chief Engineer		Senior Engineer		Project Engineer		Engineering Intern		Sr Engineering Tech		Secretarial		Total M/H By Activity	Salary Costs By Activity
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr		
Requests for Information	2	$48.08	20	$47.10	0	$ 33.22	5	$23.79	0	$19.44	2	$15.73	29	$1,189
PreConstruction Conference	0	$48.08	0	$47.10	0	$ 33.22	0	$23.79	0	$19.44	0	$15.73	0	$0
Addenda	0	$48.08	0	$47.10	0	$ 33.22	0	$23.79	0	$19.44	0	$15.73	0	$0
Shop Drawing Reviews	0	$48.08	0	$47.10	0	$ 33.22	0	$23.79	0	$19.44	0	$15.73	0	$0
Plans Revisions	0	$48.08	8	$47.10	0	$ 33.22	0	$23.79	0	$19.44	0	$15.73	8	$377
Coordination	0	$48.08	8	$47.10	0	$ 33.22	0	$23.79	0	$19.44	2	$15.73	10	$408
Field Visits	0	$48.08	10	$47.10	0	$ 33.22	10	$23.79	10	$19.44	0	$15.73	30	$903
Meetings	2	$48.08	4	$47.10	0	$ 33.22	0	$23.79	0	$19.44	0	$15.73	6	$285
Partnering	0	$48.08	0	$47.10	0	$ 33.22	0	$23.79	0	$19.44	0	$15.73	0	$0
Record Drawings	0	$48.08	0	$47.10	0	$ 33.22	0	$23.79	0	$19.44	0	$15.73	0	$0
TOTALS	4	192.32	50	2,355.00	0	0.00	15	356.85	10	194.40	4	62.92	83	$3,161.49

Multiplier 3.15

TOTAL $ 9,958.69

TASK LIST

Consultant Name: Ardaman & Associates, Inc. Project Name: Wellva Parkway (203)
CFX Project No.: 429-203
Date: 2/17/2015

ACTIVITY: POST DESIGN SERVICES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Roadway	EA	29	1		29		
Drainage	EA				0		
SPM	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
RFI Subtotal					29		
Preconstruction Conference	LS				0		
Addenda	LS				0		
Shop Drawing Reviews							
Roadway	LS				0		
Drainage	EA				0		
SPM	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
Shop Drawing Subtotal					0		
Plans Revisions							
Roadway	EA	1	8		8		
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					8		
Coordination	EA	5	2		10		
Field Visits	EA	5	6		30		
Meetings	EA	3	2		6		
Partnering	EA				0		
Record Drawings	LS				0		
TOTAL					83		

Bowyer-Singleto. sociates, Inc.

Dewberry
Estimate of Work Effort and Cost - Subconsultant (Nadic)
Post Design Services

Nadic Engineering Services, Inc.

Project # 429-203 - Wekiva Parkway

Activity Salary Costs Summary

ACTIVITY	Project Mgr.		Senior Engineer		Project Engineer		Sr Engineering Tech		Cadd/Computer Tech		Clerical		Total M/H	Salary Costs
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	By Activity	By Activity
Requests for Information	10	$55.71	6	$52.08	2	$ 45.19	0	$22.15	0	$24.42	0	$16.64	18	$960
PreConstruction Conference	0	$55.71	0	$52.08	0	$ 45.19	0	$22.15	0	$24.42	0	$16.64	0	$0
Addenda	0	$55.71	0	$52.08	0	$ 45.19	0	$22.15	0	$24.42	0	$16.64	0	$0
Shop Drawing Reviews	10	$55.71	0	$52.08	10	$ 45.19	0	$22.15	0	$24.42	0	$16.64	20	$1,009
Plans Revisions	10	$55.71	4	$52.08	2	$ 45.19	0	$22.15	0	$24.42	0	$16.64	16	$856
Coordination	0	$55.71	0	$52.08	0	$ 45.19	0	$22.15	0	$24.42	0	$16.64	0	$0
Field Visits	0	$55.71	0	$52.08	0	$ 45.19	0	$22.15	0	$24.42	0	$16.64	0	$0
Meetings	0	$55.71	0	$52.08	0	$ 45.19	0	$22.15	0	$24.42	0	$16.64	0	$0
Partnering	0	$55.71	0	$52.08	0	$ 45.19	0	$22.15	0	$24.42	0	$16.64	0	$0
Record Drawings	0	$55.71	0	$52.08	0	$ 45.19	0	$22.15	0	$24.42	0	$16.64	0	$0
TOTALS	30	1,671.30	10	520.80	14	632.66	0	0.00	0	0.00	0	$0.00	54	$2,824.76

Mult		3.52
TOTAL	$	9,943.16

TASK LIST

Consultant Name: Nadic Engineering Services, Inc. Project Name: Wellva Parkway (203)
CFX Project No.: 429-203
Date:

ACTIVITY: POST DESIGN SERVICES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Roadway	EA				0		
Drainage	EA				0		
SPM	EA				0		
Structures	EA	6	3		18		
Toll Plaza	EA				0		
RFI Subtotal					**18**		
Preconstruction Conference	LS				0		
Addenda	LS				0		
Shop Drawing Reviews							
Roadway	LS				0		
Drainage	EA				0		
SPM	EA				0		
Structures	EA	5	4		20		
Toll Plaza	EA				0		
Shop Drawing Subtotal					**20**		
Plans Revisions							
Roadway	EA				0		
Drainage	EA				0		
Structures	EA	4	4		16		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					**16**		
Coordination	EA				0		
Field Visits	EA				0		
Meetings	EA				0		
Partnering	EA				0		
Record Drawings	LS				0		
TOTAL					54		

Dewberry
Estimate of Work Effort and Cost - Subconsultant (Balmoral)
Post Design Services

The Balmoral Group, LLC

Project # 429-203 - Wekiva Parkway PDS

Activity Salary Costs Summary

ACTIVITY	Project Mgr.		Senior Engineer		Project Engineer		Sr Designer		Engineering Intern		Clerical		Total M/H	Salary Costs
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	By Activity	By Activity
Requests for Information	24	$51.71	0	$1.00	8	$ 40.82	8	$31.73	0	$1.00	0	$0.00	40	$1,821.00
PreConstruction Conference	0	$51.71	0	$1.00	0	$ 40.82	0	$31.73	0	$1.00	0	$0.00	0	$0.00
Addenda	0	$51.71	0	$1.00	0	$ 40.82	0	$31.73	0	$1.00	0	$0.00	0	$0.00
Shop Drawing Reviews	8	$51.71	0	$1.00	3	$ 40.82	3	$31.73	0	$1.00	0	$0.00	14	$631.00
Plans Revisions	0	$51.71	0	$1.00	0	$ 40.82	0	$31.73	0	$1.00	0	$0.00	0	$0.00
Coordination	0	$51.71	0	$1.00	0	$ 40.82	0	$31.73	0	$1.00	0	$0.00	0	$0.00
Field Visits	0	$51.71	0	$1.00	0	$ 40.82	0	$31.73	0	$1.00	0	$0.00	0	$0.00
Meetings	0	$51.71	0	$1.00	0	$ 40.82	0	$31.73	0	$1.00	0	$0.00	0	$0.00
Partnering	0	$51.71	0	$1.00	0	$ 40.82	0	$31.73	0	$1.00	0	$0.00	0	$0.00
Record Drawings	0	$51.71	0	$1.00	0	$ 40.82	0	$31.73	0	$1.00	0	$0.00	0	$0.00
TOTALS	32	1,654.72	0	0.00	11	449.02	11	349.03	0	0.00	0	$0.00	54	$2,452.77
													Multiplier	3.00
													TOTAL	$7,358.31

TASK LIST

Consultant Name: The Balmoral Group, LLC
CFX Project No.: 429-203
Date: 2/16/2015

Project Name: Wekiva Parkway (203) Post Design Services
Estimator: Gregory S. Seidel, P.E.

ACTIVITY: POST DESIGN SERVICES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Roadway	EA				0		
Drainage	EA	10	4		40		Assist Dewberry when related to ditches or ponds
SPM	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
RFI Subtotal					**40**		
Preconstruction Conference	LS				0		
Addenda	LS				0		
Shop Drawing Reviews							
Roadway	LS				0		
Drainage	EA	14	1		14		Review outfall structures
SPM	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
Shop Drawing Subtotal					**14**		
Plans Revisions							
Roadway	EA				0		
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					**0**		
Coordination	EA				0		
Field Visits	EA				0		
Meetings	EA				0		
Partnering	EA				0		
Record Drawings	LS				0		
TOTAL					54		

Bowyer-Singleton Associates, Inc.

Dewberry
Estimate of Work and Cost - Subconsultant (WBQ)
Post Design Services

Project # 429-203 - Wekiva Parkway

WBQ Design & Engineering, Inc.

Activity Salary Costs Summary

ACTIVITY	Sr. Project Engineer		Chief Utility Coordinator										Total M/H By Activity	Salary Costs By Activity
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr		
Requests for Information	0	$64.82	6	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$288.30
PreConstruction Conference	0	$64.82	2	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$96.10
Addenda	0	$64.82	0	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Shop Drawing Reviews	0	$64.82	0	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Plans Revisions	0	$64.82	0	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Coordination	0	$64.82	22	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	22	$1,057.10
Field Visits	0	$64.82	0	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Meetings	0	$64.82	0	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Partnering	0	$64.82	0	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Record Drawings	0	$64.82	0	$48.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
TOTALS	0	0	30	1,441.50	0	0	0	0	0	0	0	$0.00	30	$1,441.50

Mult 3.30

TOTAL 4,756.95

TASK LIST

Consultant Name: WBQ Design & Engineering, Inc. Project Name: Wekiva Parkway (203)
CFX Project No.: 429-203
Date: 2/16/2015

ACTIVITY: POST DESIGN SERVICES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Roadway/Utility Adjustments	EA	3	2		6		Respond to RFI's regarding utility adjustments, relocations and power service connections.
Drainage	EA				0		
SPM	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
RFI Subtotal					6		
Preconstruction Conference	LS	1	2		2		Attend Pre-Construction Conference
Addenda	LS				0		
Shop Drawing Reviews							
Roadway	LS				0		
Drainage	EA				0		
SPM	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
Shop Drawing Subtotal					0		
Plans Revisions							
Roadway	EA				0		
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					0		
Coordination	EA	11	2		22		Coordination with CEI, UAOs and Contractor for utility adjustments, relocations and power service.
Field Visits	EA				0		
Meetings	EA				0		
Partnering	EA				0		
Record Drawings	LS				0		
TOTAL					30		

Novation Agreement

Bowyer-Singleton & Associates, Inc. (Transferor), a corporation duly organized and existing under the laws of Florida with its principal office in Orlando, Florida; **Dewberry Engineers Inc. d/b/a Dewberry|Bowyer-Singleton** (Transferee), a corporation duly organized and existing under the laws of New York with its principal office in Fairfax, Virginia; and Orlando-Orange County Expressway Authority (Owner), enter into this Agreement as of June 4, 2013.

(a) The parties agree to the following facts:

(1) The Owner has entered into certain contracts with the Transferor, as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference The term "the contracts", as used in this Agreement, means the above contracts and all other active contracts, including all modifications, made between the Owner and the Transferor before the effective date of this Agreement.

(2) The Transferor is a wholly owned subsidiary of the Transferee. As of May 18, 2013, all employees of the Transferor have become employees of the Transferee, and the Transferor is in the process of closing down its business.

(3) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(4) It is consistent with the Owner's interests to recognize the Transferee as the successor party to the contracts.

(b) In consideration of these facts, the parties agree as follows:

(1) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(2) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(3) The Owner recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts.

(4) All payments and reimbursements previously made by the Owner to the Transferor and all other previous actions taken by the Owner under the contracts, shall be considered to have discharged those parts of the Owner's obligations under the contracts.

All payments and reimbursements made by the Owner after the effective date of this Agreement should be made in the name of the Transferee, under the same remittance instructions as were applicable for the Transferor.

(5) In consideration of the terms and conditions of this Agreement, the Owner hereby consents to the foregoing transfer and novation of the contracts.

(6) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(c) Transferee shall provide an updated Certificate of Insurance confirming coverage types and limits no less than those specified in the (Date of latest insurance certificate), 6/4/13 Certificate previously provided to Owner by Transferor and naming Owner as an additional insured for general liability and auto liability.

(d) Effective Date. The effective date of this NOVATION AGREEMENT shall be (Date 6/26/13 of Board Approval), 2013.

OWNER / "OOCEA"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, an agency of the State of Florida

By: _____
Max D. Crumit, Executive Director

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

By: _____
General Counsel

"TRANSFEROR"

Bowyer-Singleton & Associates, Inc.

By: _____

Title: President

"TRANSFEREE"

Dewberry Engineers Inc.

By: _____

Title: President, Southeast

RECEIVED
CONTRACTS DEPT
7/8/13
SIGNATURE / DATE

EXHIBIT "A"

1. DESIGN SERVICES, CONTRACT NO. 000313. UPON THE EFFECTIVE DATE OF THIS NOVATION AGREEMENT, THE NEW CONTRACT NUMBER WILL BE IDENTIFIED AS 000979.

2. DESIGN SERVICES, CONTRACT NO. 000697. UPON THE EFFECTIVE DATE OF THIS NOVATION AGREEMENT, THE NEW CONTRACT NUMBER WILL BE IDENTIFIED AS 000980.

3. DESIGN SERVICES, CONTRACT NO. 000851. UPON THE EFFECTIVE DATE OF THIS NOVATION AGREEMENT, THE NEW CONTRACT NUMBER WILL BE IDENTIFIED AS 000981.

CONSENT AGENDA ITEM

#11

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: February 24, 2015

RE: Award of Contract to Metric Engineering, Inc.
S.R. 408 Eastern Extension Project Development and Environmental Study
Contract No. 001064

At its meeting on January 8, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to enter negotiations with Metric Engineering, Inc. (Metric), the firm ranked first. Those negotiations have been completed and Board award of the contract to Metric in the amount of $2,200,000.00 is requested.

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

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
METRIC ENGINEERING, INC.

S.R. 408 EASTERN EXTENSION
PROJECT DEVELOPMENT AND ENVIRONMENTAL STUDY
CONTRACT NO. 001064

CONTRACT DATE: MARCH 12, 2015
CONTRACT AMOUNT: $2,200,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

S.R. 408 EASTERN EXTENSION PROJECT DEVELOPMENT AND ENVIRONMENTAL STUDY

CONTRACT NO. 001064

MARCH 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
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

TABLE OF CONTENTS

Section	Title	Page
AG	Agreement	AG-1 to AG-18
A	Exhibit "A", Scope of Services	A-1 to A-20
B	Exhibit "B", Method of Compensation	B-1 to B-4
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E.	Exhibit "E", Project Location Map	

Contract No. 001064

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 12th day of March, 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 METRIC ENGINEERING, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 615 Crescent Executive Court, Lake Mary, Florida 32751.

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 certain services in connection with the S.R. 408 Eastern Extension Project Development and Environmental Study identified as Contract No. 001064.

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.

Reference herein to Director shall mean the AUTHORITY's Executive Director.

Reference herein to the Project Manager shall mean the AUTHORITY's Director of Engineering or his authorized designee. The Project Manager 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 Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager 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 Project Manager.

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 for the required project services as detailed in Exhibit "A".

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in Exhibit "A", or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to the AUTHORITY and at intervals established by the AUTHORITY. The

AUTHORITY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of the AUTHORITY as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, the AUTHORITY may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

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 in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. 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.

Stantec Consulting Services, Inc. (Class 1) Quest Corporation of America
WBQ Design & Engineering, Inc. (Class 2) Tierra, Inc. (Class 2)
Traffic Engineering Data Solutions, Inc. (Class 2)
Media Relations Group, LLC (Class 2)
Southeastern Archaelological Research, Inc. (Class 2)
Aerial Cartographics of America (Class 2)

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 the preparation of a project development and environmental study for the S.R. 408 Eastern Extension. A Supplemental Agreement will be required for the additional work.

All documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After the AUTHORITY's acceptance of the documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to the AUTHORITY, along with one record set of the final report. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on the cover sheet of the record set, that the work shown in the report was produced by the CONSULTANT.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by the AUTHORITY of said documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

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 amount of $2,200,000.00. 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 errors or deficiencies in the report 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 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 615 Crescent Executive Court, Lake Mary, Florida 32751.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by the AUTHORITY and subject to the provisions of

Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.0 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.

10.0 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 are accurate, complete and current as of the date of this Agreement. 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.

11.0 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 on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this 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 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 11.0 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 Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager 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. 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 Project Manager and the CONSULTANT that cannot be resolved shall be referred to the 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.

13.0 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.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, 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 solely 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 notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against the AUTHORITY alleging negligence or wrongdoing by the CONSULTANT, the AUTHORITY and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, the AUTHORITY will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. 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 of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY pursuant to F.S. 768.28.

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.

15.0 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.

16.0 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.

16.1 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.

16.2 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.

16.3 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.

16.4 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.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Director of Public Affairs and Communication or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall confirm to the proper PMS colors as directed by the Director of Public Affairs and Communication. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Director of Public Affairs and Communications or his/her designee.

18.0 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.

19.0 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.

20.0 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 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 oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 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.

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

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 March 12, 2015.

METRIC ENGINEERING, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

SR 408 Eastern Extension
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

Project Description and Limits:

SR 408 Eastern Extension from the current terminus at SR 50 to the vicinity of the SR 50 / SR 520 intersection in east Orange County.

February 19, 2015

Table of Contents

DESCRIPTION *1*

PURPOSE *1*

STUDY OBJECTIVE *2*

STUDY REQUIREMENTS AND PROVISIONS FOR WORK *2*

Governing Regulations 2
Notice to Proceed Meeting/Scoping Meeting 3
Key Personnel 3
Correspondence 3
Submittals 3
Coordination with other Entities 4
Project Schedule 4

Quality Control 4
Project Management, Meetings and Coordination 4

1 PUBLIC INVOLVEMENT 6
1.1 Public Involvement Plan 6
1.2 Mailing List 6
1.3 Notice of Intent (N/A) 6
1.4 Advance Notification 6
1.5 Scheduled Public Meetings 6
1.5.1 Project Advisory Committees 7
1.6 Unscheduled Public Meetings 8
1.7 Public Hearing 8
1.8 Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA (N/A) 8
1.9 Special Public Involvement Requirements 8
1.9.1 General Public Correspondence 8
1.9.2 Project Newsletters 8
1.9.3 Project Webpage 9
1.9.4 Rendering 9

2 ENGINEERING ANALYSIS AND REPORTS 9
2.1 Data Collection 9
2.2 Field Review 9
2.3 Survey Coordination 9
2.4 Geotechnical 10
2.5 Traffic 10
2.5.1 Traffic Data (N/A) 10
2.5.2 Traffic Analysis 10
2.6 Safety 10
2.7 Utilities and Railroads 10
2.8 Needs 10
2.8.1 Transportation Plans 10
2.8.2 Analysis of Existing Conditions 11

2.8.3	Purpose and Need	11
2.9	Corridor Analysis	11
2.9.1	2.8.1 Corridor Identification	11
2.10	Roadway	11
2.10.1	Existing Roadway Characteristics	11
2.10.2	Typical Section Analysis	11
2.10.3	Roadway Design Alternatives	12
2.10.4	Access Management	13
2.10.5	Identify Construction Segments (N/A)	13
2.11	Structures	13
2.11.1	Existing Structure Characteristics (N/A)	13
2.11.2	Structures Typical Section Analysis	13
2.11.3	Structures Design Alternatives	14
2.12	Drainage	14
2.13	Concept Plans	15
2.13.1	Prepare Base Map for Conceptual Plans	15
2.13.2	Alternative Concept Plan	15
2.13.3	Preferred Alternative Concept Plans	15
2.14	Typical Section Package	15
2.15	Design Exception and Variation (N/A)	15
2.16	Multi-Modal Accommodations (N/A)	15
2.17	Park and Ride Lots (N/A)	15
2.18	Maintenance of Traffic	15
2.19	Comparative Analysis and Evaluation	16
2.20	Selection of Preferred Alternatives	16
2.21	Value Engineering (N/A)	16
2.22	Risk Management (N/A)	16
2.23	Construction Cost Estimate	16
2.24	Right of Way Cost Estimate	16
2.25	Preliminary Engineering Report (PER)	16
2.26	Other Engineering Services	17
2.27	Quality Assurance/Quality Control	17
3	**ENVIRONMENTAL ANALYSIS AND REPORTS**	17
3.1	Land Use Changes	17
3.2	Socioeconomic Characteristics	17
3.3	Economic	18
3.4	Mobility	18
3.5	Aesthetics	18
3.6	Relocation Potential	18
3.7	Archaeological and Historical Resources	18
3.8	Recreational/ Section 4(f) (N/A)	18
3.9	Wetlands and Essential Fish Habitat	18
3.10	Water Quality	18
3.11	Special Designation	18
3.12	Wildlife and Habitat	19
3.13	Identify Permit Conditions	19
3.14	Farmlands	19
3.15	Noise	19
3.16	Air Quality	19
3.17	Construction Impact Analysis	20

3.18	Contamination	20
3.19	Class of Action Determination (N/A)	20
3.20	CatEx Type II (N/A)	20
3.21	SEIR	20
3.22	Environmental Assessment (N/A)	20
3.23	FONSI (N/A)	20
3.24	Draft EIS (N/A)	20
3.25	Final EIS (N/A)	20
3.26	Quality Assurance/ Quality Control	20
4	**MISCELLANEOUS**	20
4.1	Contract and Project Files	20
4.2	Project Management Meetings and Coordination	21
4.3	Additional Services	21
8	**ENVIRONMENTAL PERMITS**	21
27	**SURVEY**	21
28	**AERIAL PHOTOGRAPHY**	22
30	**GEOTECHNICAL**	22
30.1	Document Collection and Review	22
30.2	Develop Detailed Boring Location Plan	23
30.3	Stake Borings/Utility Clearance	23
30.4	Coordinate and Develop MOT Plans for Field Investigation	23
30.5	Drilling Access Permits	23
30.6	Property Clearances	24
30.7	Groundwater Monitoring – N/A	24
30.8	LBR / Resilient Modulus Sampling – N/A	24
30.9	Coordination of Field Work	24
30.10	Soil and Rock Classification - Roadway	24
30.11	Design LBR – N/A	24
30.12	Laboratory Data	24
30.13	Seasonal High Water Table	24
30.14	Parameters for Water Retention Areas – N/A	24
30.15	Delineate Limits of Unsuitable Material – N/A	24
30.16	Electronic Files for Cross-Sections	24
30.17	Embankment Settlement and Stability – N/A	24
30.18	Stormwater Volume Recovery and/or Background Seepage Analysis – N/A	24
30.19	Geotechnical Recommendations – N/A	24
30.20	Pavement Condition Survey and Pavement Evaluation Report - N/A	24
30.21	Preliminary Roadway Report	24
30.22	Final Report	25
30.23	Auger Boring Drafting	25
30.24	SPT Boring Drafting – N/A	25
30.25	Develop Detailed Boring Location Plan	26
30.26	Stake Borings/Utility Clearance	26
30.27	Coordinate and Develop MOT Plans for Field Investigation	26
30.28	Drilling Access Permits	26
30.29	Property Clearances	26

30.30 Collection of Corrosion Samples 26
30.31 Coordination of Field Work 26
30.32 Soil and Rock Classification - Structures 26
30.33 Tabulation of Laboratory Data 26
30.34 Estimate Design Groundwater Level for Structures 26
30.35 Selection of Foundation Alternatives (BDR) – N/A 27
30.36 Detailed Analysis of Selected Foundation Alternate(s) – N/A 27
30.37 Bridge Construction and Testing Recommendations 27
30.38 Lateral Load Analysis (Optional) – N/A 27
30.39 Walls – N/A 27
30.40 Sheet Pile Wall Analysis (Optional) – N/A 27
30.41 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations – N/A 27
30.42 Box Culvert Analysis – N/A 27
30.43 Preliminary Report – BDR – N/A 27
30.44 Final Report - Bridge and Associated Walls 27
30.45 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights – N/A 27
30.46 SPT Boring Drafting 27
30.47 Other Geotechnical – N/A 28
30.48 Technical Special Provisions – N/A 28
30.49 Field Reviews 28
30.50 Technical Meetings – N/A 28
30.51 Quality Assurance/Quality Control 28
30.52 Supervision 28
30.53 Coordination 28
30.54 Optional Preliminary Contamination Assessment – N/A 28

6.0 DESIGN CRITERIA ***29***

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES

This Exhibit forms an integral part of the agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and Metric Engineering (hereinafter referred to as the CONSULTANT) relative to project described as follows:

DESCRIPTION

In 2008 the CFX completed the Concept Development and Evaluation Report, SR 408 Eastern Extension (Concept Study). The results of the Concept Study indicated that there is / will be a transportation need for a limited access toll road (with a possible directional split) within the SR 50 corridor that could be served by the extension of the SR 408. The limits of this PD&E study are from its current terminus to the vicinity of the SR 50 / SR 520 intersection, a distance of approximately 7 miles. The State Road 408 Eastern Extension Project Development and Environment (PD&E) Study will build on the results of the Concept Study to determine if a reasonable improvement option exists that will meet the current and projected transportation needs of the area. The limits for the study generally extend from the current terminus of SR 408 at SR 50 to the vicinity of the SR 50 / SR 520 intersection.

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, CFX, the CFX's general engineering consultant, Atkins North America (GEC) and the CFX's traffic and revenue consultant, CDM Smith (T&R).

The Project Development Process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the PD&E Manual, State Environmental Impact Report (SEIR) unless otherwise stated. In the event of a contradiction between the provision of the SEIR requirements and this exhibit, the provisions of the SEIR will apply.

Using the results of the Concept Study as a foundation, this study will revisit the Concept Study to confirm a preferred corridor. The work will include study and preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, interchange and intersection requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

The GEC will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the engineering / environmental study reports required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this Agreement on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this Agreement.

STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the potential eastern extension of SR 408. All factors related to the design and location of the facility must be considered including transportation needs, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

The specific objective of the study is to prepare a series of reports documenting the preliminary engineering and design concept, including existing and predicted conditions, typical sections, right-of-way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the improvement and its alternatives.

The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The resultant engineering and environmental reports prepared during the study shall satisfy the level of documentation required for a state-funded transportation improvement when a SEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a preferred alignment alternative, will constitute Location and Design Concept Acceptance of the proposed action as a SEIR.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices(MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)

- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

Notice to Proceed Meeting/Scoping Meeting

The CONSULTANT shall meet with appropriate CFX, GEC and T&R personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, the CFX will:

a. Render all relevant information in its possession;
b. Establish any ground rules upon which the study process will be conducted;
c. Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
d. Explain the financial administration of the contract.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by the CFX. Any changes in the indicated personnel shall be subject to review and approval by the CFX.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CFX and GEC for their records within one (1) week of the receipt of said correspondence.

Submittals

The CONSULTANT shall provide (Draft and Final) copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals.

Engineering Items:	Copies:
Corridor Analysis Memorandum	2
Design Traffic Technical Memorandum	2
First Draft Preliminary Engineering Report	2
Final Preliminary Engineering Report (Signed and Sealed)	4
Location Hydraulics Report	2
Pond Siting Report	2
Conceptual Design Roadway Plan Set	2
Right of Way Plans	2
Geotechnical Report	2
Utility Assessment Package	2

Environmental Items:	Copies:

Advance Notification Package	2
Public Involvement Plan	2
State Environmental Impact Report	4
Noise Study Report	2
Air Quality Report	2
Contamination Screening Evaluation Report	2
Conceptual Stage Relocation Plan	2
Public Hearing Transcript	2
Wetlands Evaluation Report	2
Biological Assessment Report	2
Cultural Resource Assessment Survey	2
Water Quality Impact Evaluation Report	2

Upon completion of the study, the CONSULTANT shall deliver to the CFX, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

Coordination with other Entities

The CONSULTANT shall coordinate with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the preliminary engineering and environmental documents.

The CONSULTANT will be required to coordinate with and assist the CFX in securing necessary agency approvals.

Project Schedule

The PD&E Study is expected to have an18 month duration. Within twenty (20) calendar days after receipt of the Notice-to-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

Project Management, Meetings and Coordination

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-monthly basis for progress meetings; therefore, 36 meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to the CFX in a format as prescribed by the GEC and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality

and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

1 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the PD&E Study. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in the PD&E Manual and the following sections.

All public involvement tasks and activities will be coordinated with the CFX's Public Affairs and Communications Department.

1.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within twenty (20) calendar days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the PD&E process. Obtaining stakeholder public consensus throughout the PD&E phase is the desired outcome of the PIP.

1.2 Mailing List

The CONSULANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

a. Public officials and their staffs
b. Affected residents, business tenants and property owners within the project area.
c. Interested parties, including:
    1. Residents/property owners within 300 feet of the alternative alignments.
    2. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
d. Special interest groups

The CONSULTANT will maintain the mailing list in a computer file which is acceptable to the CFX. For each mailing, the CONSULTANT will provide the CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

1.3 Notice of Intent (N/A)

1.4 Advance Notification

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter in accordance with the PD&E Manual for the CFX's Executive Director or his designee to submit to the State Clearing House. The CONSULTANT shall distribute the Advance Notification package to all appropriate agencies within thirty (30) calendar days of the Notice to Proceed meeting.

1.5 Scheduled Public Meetings

The CFX has determined that multiple public meetings will be required to provide adequate opportunities for the public to participate in the PD&E Study. The CONSULTANT shall provide all support necessary for the CFX to hold or participate in three public meetings, as listed below:

A. Public Kick-off Meeting (General study overview, area, schedule, issues, etc)

B. Alternatives Public Workshop (Viable alternatives, evaluation, impacts, etc.)
C. Public Hearing (Recommended Alternative)

For each meeting, the CONSULTANT shall prepare and/or provide:

a. Scripts or agenda for presentation.
b. Handouts.
c. Graphics for presentation.
d. Meeting equipment set-up and tear-down.
e. Legal and/or display advertisements (The CONSULTANT will pay the cost of publishing)
f. Letters for notification of elected and appointed officials, affected property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.) Affected property owners includes those parcels that lie a minimum of 300 feet from the roadway right-of-way and any additional parcels that lie outside of the 300 foot buffer that may be impacted by potential median modifications.
g. News releases.
h. The Public Kickoff Meeting and the Alternatives Public Workshop will also include a running PowerPoint presentation with audio, in lieu of a live speaker. The CONSULTANT will prepare the script, CFX will provide the audio.
i. For the Public Hearing, the CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any letters received by the CFX as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for CFX use. The CONSULTANT will also prepare a Public Hearing Summary.

The CONSULTANT will investigate potential meeting sites to advise the CFX on their suitability. The CONSULTANT will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CFX staff.

Drafts of all notification advertisements and letters shall be submitted to the CFX for its approval at least one week prior to mailing. Mailings, legal notices and/or newspaper display advertisements shall be the responsibility of the CONSULTANT. Actual copies of the notices shall be retained in the project files.

Within three (3) weeks after each public meeting, the CONSULTANT will prepare a public involvement package of the following materials:

a. Advertisements and legal notices
b. Letter notices to affected property owners
c. Mailing list for letter notices sent to affected property owners
d. Newsletters
e. Minutes of information sessions
f. Sign-in sheets
g. Comment sheets
h. Draft responses to comments, inquiries or statements of record

1.5.1 Project Advisory Committees

The CONSULTANT shall establish a PD&E Project Advisory Group (PAG), and the Environmental Advisory Group (EAG), which will include staff from the FDOT, Orange County, permitting agencies,

environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each during the PD&E Study to present information regarding the project, receive input from the PAG and EAG members and respond to questions.

The CONSULTANT will coordinate with the CFX and the GEC to prepare the initial PAG and EAG members list. The CONSULTANT will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the study.

1.6 Unscheduled Public Meetings

In addition to scheduled public meetings, the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies (METROPLAN ORLANDO, Space Coast TPO, Orange County, neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to 36 such unscheduled meetings. This includes to arrange for, prepare and present a project kick-off presentation to the Orange County commission, METROPLAN ORLANDO board (and technical committees as required) at their regularly scheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX's Board and the Metropolitan Orlando (MPO) Board prior to the 3 milestone meetings.

1.7 Public Hearing

The CONSULTANT shall provide all support necessary for the CFX to hold or participate in three public meetings, as described in section 1.5 of this document.

1.8 Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA (N/A)

1.9 Special Public Involvement Requirements

1.9.1 General Public Correspondence

The CONSULTANT shall make available knowledgeable staff which interested parties may call with questions concerning the project. The CONSULTANT will be available to answer questions and respond to comments during regular business hours.

1.9.2 Project Newsletters

The CONSULTANT shall prepare and distribute four project (4) newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to the previous work efforts of the CFX. Distribution of the five newsletters will coincide with key project milestones as follows:

a. Kick-off Meeting Newsletter
b. Pre-Alternatives Public Workshop Newsletter
c. Pre-Public Hearing Newsletter
d. Post-Public Hearing Newsletter

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above with meeting invitations and at the public meetings.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant to coordinate an agreeable time and date for such access.

1.9.3 Project Webpage

The CONSULTANT shall provide information about the study to the CFX for inclusion in their Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the CFX four times during the study. These times will coincide with the newsletter mailings.

1.9.4 Rendering

The CONSULTANT shall prepare 3D visual renderings for display at the Public Hearing. They will be accurately modeled and textured to show proposed design and include roadway, striping, curb and gutter, grass, bridges, traffic signals, and more. Aerial photography and/or online satellite imagery will be used to create the ground plane for the surrounding area. A limited number of surrounding structures or landmarks may be modeled if needed to help illustrate key points of the proposed design.

Cars and trucks will be shown to indicate traffic flow and pedestrians will be included to show sidewalk or cross-walk functionality.

2 ENGINEERING ANALYSIS AND REPORTS

2.1 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

2.2 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data

2.3 Survey Coordination

Use Aerial Photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary

plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The CONSULTANT shall be responsible for coordinating with CFX regarding project requirements, review of survey data and scheduling.

2.4 Geotechnical

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

This task is for the CONSULTANT to coordinate with the geotechnical staff regarding project requirements, review of geotechnical data, and scheduling.

2.5 Traffic

2.5.1 Traffic Data (N/A)

2.5.2 Traffic Analysis

CFX will provide the CONSULTANT with the Design Traffic Technical Memorandum. The CONSULTANT will review the information provided and coordinate any updates required.

2.6 Safety

The CONSULTANT shall obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

2.7 Utilities and Railroads

The CONSULTANT shall collect data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

a. Overhead Transmission lines, microwave towers, etc.
b. Underground Water, gas, sanitary sewer, force mains, power and telephone cables, etc.
c. Bridge attachments.

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

2.8 Needs

2.8.1 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

a. METROPLAN ORLANDO Long Range Transportation Plan
b. Orange County Comprehensive Plan
d. LYNX
e. Non-motorized modes, including bikeways and pedestrian walkways
f. Other applicable transportation plans

2.8.2 Analysis of Existing Conditions

The CONSULTANT will analyze the existing facility and conditions for deficiencies.

2.8.3 Purpose and Need

The CONSULTANT will prepare the purpose and need statement and project description. The CFX and GEC will review and approve the Purpose and Need statement.

2.9 Corridor Analysis

2.9.1 2.8.1 Corridor Identification

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall methodically review the Concept Study and meet with the PAG and EAG to confirm a preferred corridor and to determine if other viable corridors exist within which alternative extension alignments should be developed. The corridor analysis shall be performed in accordance with the PD&E Manual and shall be documented in the Corridor Analysis Memorandum.

The results of the Corridor Analysis will be reviewed with the CFX and GEC for final determination of the viable corridor(s).

2.10 Roadway

2.10.1 Existing Roadway Characteristics

The CONSULTANT shall document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for the current and planned SR 50 widening project being advanced by FDOT. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

2.10.2 Typical Section Analysis

After confirmation of a viable corridor, the CONSULTANT shall develop and analyze alternate conceptual design alternatives. Utilizing the data collected as part of this scope of work (and the design criteria provided in Section 6 of this Scope of Services), the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs. The CONSULTANT shall obtain concurrences for those conceptual improvements / alternatives from the CFX, GEC, PAG, and EAG.

The CONSULTANT shall develop all appropriate typical section alternatives for the project. These will include two typical sections per alternative (five alternatives) that result in minimizing right of way. In general, the initial expressway extension conceptual alternatives shall reflect a 300-foot wide right of way width with alignment geometrics meeting the appropriate criteria. The CONSULTANT will recommend alternative typical sections for expressway extension options that incorporate SR 50. These initial conceptual alternatives will be presented on the base map at a scale appropriate for review and comparison. Basic interchange envelopes will be shown but no interchange geometry will be developed. The CONSULTANT will convene a work session during a regularly scheduled progress meeting, during which the initial conceptual alternatives will be reviewed and discussed. The CONSULTANT will prepare a generalized comparative assessment of the initial conceptual alternatives that will include items such as construction costs, right of way requirements, estimated relocations, wetland impacts and other appropriate evaluation measures.

The CONSULTANT will recommend to CFX specific refinements or modifications to the initial conceptual alternatives based on the review and assessment. CFX will provide direction to the CONSULTANT on proceeding with the refined conceptual alternatives.

2.10.3 Roadway Design Alternatives

Based on CFX direction, the CONSULTANT will then prepare the Refined Conceptual Alternatives at an increased level of detail on a base map at a comparable scale. Schematic interchanges and working profiles will be developed for the refined alternatives.

The Refined Alternatives will be presented to the PAG and the EAG for review and input. Based on responses received from the PAG and the EAG, the CONSULANT will recommend which refined alternatives should be carried forward and developed as Viable Alternative(s).

The CONSULTANT will abstain from indicating preference between any proposed alternative prior to the public hearing unless specifically requested to do so by the CFX.

The entire Conceptual Alternatives Development and Evaluation process shall be documented by the CONSULTANT in a technical memorandum.

The CONSULTANT will further refine the five Conceptual Alternatives, thereby creating the Viable Alternatives. The Viable Alternatives will be prepared on the base maps at an appropriate scale for review and evaluation. Working profiles will be develop for each Viable Alternative along with interchange concepts and other preliminary design features including property access treatments, stormwater facilities and toll plaza envelopes. The five alternatives include the following:

1) Co-location at grade with major cross streets having grade separations

2.) Co-location elevated as a the viaduct

3.) New alignment along the north side of SR 50.

4.) New alignment along the south side of SR50

5.) Some combination of two of the previous alternatives

The CONSULTANT will make the most efficient use of existing roadways and right-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate and document alternative sections such as, but not limited to, cantilever overhangs, retained earth walls, slope stabilization, and innovative drainage systems. Business and residential development, drainage requirements, environmental impacts and maintenance-of-traffic will be considered, evaluated and documented during this project phase.

The Viable Alternatives will be developed to a point at which the following can be determined:

a. Horizontal and vertical alignment
b. Typical cross section
c. Preliminary right of way needs and impacts
d. Preliminary drainage needs (showing required outfalls)
e. Existing and proposed utility locations
f. General soils information
g. Local roadway improvement needs
h. Structure locations, sizes, spans, etc.
i. Potential stormwater pond sites, sizes, locations, etc.
j. Retaining walls
k. Sound walls
l. Other features as directed by the CFX and GEC

2.10.4 Access Management

The CONSULTANT will ensure the appropriate access management standards are reflected within any alternative the effects the local roadway network (i.e. SR 50).

2.10.5 Identify Construction Segments (N/A)

2.11 Structures

2.11.1 Existing Structure Characteristics (N/A)

Due to the fact that FDOT is currently undergoing the replacement (design-build) of the bridge over the Econlockhatchee River. This task will assume that the "future existing" conditions of the structure will be adequate. CFX will provide the CONSULTANT the structure plans if they become available during the PD&E Study.

2.11.2 Structures Typical Section Analysis

The CONSULTANT shall develop all appropriate structural typical section alternatives as well as structure depth and span length that will be depicted on plan and profile sheets for the following alternatives:

- Eight (8) interchange concepts
- Elevated viaduct
- Bridge over the Econlockhatchee River

2.11.3 Structures Design Alternatives

The CONSULTANT shall prepare a Bridge Analysis Report reflecting structural considerations for each structure developed including a brief description of the proposed conditions and reasons for recommendations.

2.12 Drainage

The CONSULTANT shall collect hydraulic data as needed to assess constraints for the viable alternatives. This effort will be coordinated with the FDOT Maintenance Department and Orange County to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

The CONSULTANT will collect any stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will inventory the immediate upstream and downstream structures and inventory existing storm drain system; noting their type, size, hydraulic basin they serve and discharge points.

The CONSULTANT will determine and quantify the base floodplain involvement for the viable alternatives. Additionally, the CONSULANT will obtain all data necessary to analyze any encroachments

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the five viable alternates. A maximum of 3 stormwater treatment / attenuation alternates per drainage basin will be identified, including the preferred alternate for each basin. There are 12 basins along the SR 50 corridor. The CONSULTANT shall prepare PD&E Pond Siting Report. The selected pond sites will be modeled for recovery utilizing geotechnical borings or existing permit information. Pond Shapes will be prepared in CADD format. The CONSULTANT shall perform an existing condition evaluation and proposed condition evaluation for 3 alternate pond sites per basin and will perform a floodplain impact analysis at the Econlockhatchee river bridge crossing and its tributaries. The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT shall perform Seasonal High Water Analysis using the soil borings report.

The CONSULTANT shall prepare a Location Hydraulics Report. Identify and list all existing cross drains for it size, length and flow lines information. Perform proposed cross drain analysis based on recommended typical sections, using HY8 software. Perform preliminary analysis for proposed bridge improvements. The analysis includes 50 year, 100 year and 500 year stages in the river and flood stage increment compare to existing condition for each cross drain. Provide recommendation summary table for proposed cross drain size and length based on the analysis.

2.13 Concept Plans

2.13.1 Prepare Base Map for Conceptual Plans

The CONSULTANT will review the aerial base maps used for the corridor analysis and update or provide any additional information as required for the development and evaluation of the Conceptual Design Plans. Information to be checked and updated will include:

a. Existing features: plot existing roadway right-of-way, intersections, bicycle/pedestrian walkways, and drainage easements.
b. Street names: label street names and highway numbers in immediate project area.
c. Surface features: label all pertinent cultural and natural features and land use information.
d. North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
e. Plot property lines.
f. Plot new data as it becomes available to keep base maps up to date.

The base will be prepared using aerial photography at a scale of 1" = 100" along SR 50.

2.13.2 Alternative Concept Plan

The CONSULTANT will prepare alternative concept plans for five alternatives. At a minimum, the concept plans should include defined right of way required and horizontal geometry. The CONSULTANT will overlay concept plans on the base maps. The concept plans will be prepared at a scale of 1"=100'. In addition, the CONSULTANT will draw an overall location plan of the project alternative at a ratio of 1" = 400'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

2.13.3 Preferred Alternative Concept Plans

Upon approval by the CFX of the preferred alternative, the CONSULANT will develop the preferred Alternative on the base maps at a scale of 1" = 100" that include refinements from the public hearing.

2.14 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the Department's Plans Preparation Manual.

2.15 Design Exception and Variation (N/A)

2.16 Multi-Modal Accommodations (N/A)

2.17 Park and Ride Lots (N/A)

2.18 Maintenance of Traffic

The CONSULTANT will analyze the recommended alternative for constructability, and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost estimate will be included in the cost estimate for that alternative.

2.19 Comparative Analysis and Evaluation

The CONSULTANT will prepare a numerical descriptive evaluation matrix for the SR 50 interchange, the SR 520 interchange and for options along the 7 mile corridor, which will include of each Viable Alternatives being considered. The No-Build Alternative will also be included in the matrix.

The evaluation matrix will at a minimum include the following features:

a. Construction Costs
b. Right of way impacts
c. Engineering costs
d. Utility impact costs
e. Environmental impacts
f. Socio-Economic impacts
g. Maintenance of traffic impacts
h. Relocation potential
i. Drainage impacts / costs
j. Hazardous material impacts

The CONSULTANT shall be prepared to present the viable alternatives and the evaluation at the Alternatives Public Workshop.

The CONSULTANT will complete an evaluation and comparison of the Viable Alternatives. This will include engineering, environmental and public input.

2.20 Selection of Preferred Alternatives

Upon completion of the evaluation and comparison, the CONSULANT will recommend a single Preferred Alternative to the CFX.

2.21 Value Engineering (N/A)

2.22 Risk Management (N/A)

2.23 Construction Cost Estimate

The CONSULTANT shall prepare a construction cost estimate for two the five viable alternatives and and one for the recommended alternative utilizing CFX per mile estimates.

2.24 Right of Way Cost Estimate

The CONSULTANT will provide the CFX with pertinent R/W information (existing/proposed) for each viable alternative shown on aerials. CFX staff will prepare preliminary R/W costs.

2.25 Preliminary Engineering Report (PER)

The CONSULTANT will prepare the Preliminary Engineering Report (PER) and all required supporting engineering reports in accordance with the PD&E Manual for review and comment by the CFX and GEC. Following review by CFX, the CONSULTANT will make this report available to the public prior to the Public Hearing. The Final PER will be finalized after the Public Hearing.

2.26 Other Engineering Services

The CONSULTANT shall coordinate the assessment and development of Intelligent Transportation Systems (ITS) proposals with CFX. The CONSULTANT shall provide thorough assessments and recommendations for future ITS infrastructure improvements as necessary.

2.27 Quality Assurance/Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, preparation of submittals for review. The CONSULTANT shall be responsible for insuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and supervision of work activities by objective and qualified individuals who were not directly responsible for performing the initial

3 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall perform the appropriate level of environmental analysis of each community, cultural, natural or physical feature of the project and prepare the required corresponding documentation as outlined in the PD&E Manual.

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment by the CFX prior to producing final reports and documents.

3.1 Land Use Changes

The CONSULTANT shall review existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with Part 2, Chapter 9, of the PD&E Manual.

3.2 Socioeconomic Characteristics

The CONSULTANT will conduct an overview of the study area to explore the socioeconomic issues, features, and activities that will influence the development of the extension alternatives. Socioeconomic features to be catalogued will include, but not be limited to:

a. Schools
b. Churches
c. Community centers and parks
d. Other public facilities
e. Neighborhoods
f. Specialized housing

The CONSULANT will perform and document a community impact assessment in accordance with Part 2, Chapter 9 of the PD&E Manual.

3.3 Economic

The CONSULTANT shall prepare a Community Characteristics Inventory that documents key community amenities and features within the study area. The CONSULTANT shall also document how public comments, ideas and concerns have been addressed as part of the project. The alternatives proposing new roadway alignments and new traffic patterns can greatly alter access/ease of access to local businesses

3.4 Mobility

Local mobility may be greatly altered, considering the ability for local traffic and pedestrians to cross a new expressway facility, in order to access local businesses, parks and places of worship.

3.5 Aesthetics

The CONSULTANT shall evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with Part 2, Chapter 15 of the PD&E Manual.

3.6 Relocation Potential

The CONSULTANT shall collect the data and develop ROW parcel impact maps. The CONSULTANT will prepare a Conceptual Stage Relocation Plan. CFX will provide the R/W cost estimate.

3.7 Archaeological and Historical Resources

The CONSULTANT will provide a cultural resource assessment for the project, which shall include coordination with FDOT and SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. he CONSULTANT shall completely analyze the impacts to all cultural and historic resources and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual.

3.8 Recreational/ Section 4(f) (N/A)

3.9 Wetlands and Essential Fish Habitat

The CONSULTANT will collect all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with Part 2, Chapter 18 of the PD&E Manual.

3.10 Water Quality

The CONSULTANT will obtain information on the existing water quality of potential receiving water bodies and evaluate the project's potential for enhancing or degrading their water quality. A Water Quality Impact Evaluation checklist and supporting documentation will be prepared pursuant to the PD&E Manual.

3.11 Special Designation

The Econlockhatchee River System is identified as an Outstanding Florida Water. The CONSULTANT shall collect all data necessary to perform and assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and

Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with Part 2, Chapters 19 and 23 of the PD&E Manual.

3.12 Wildlife and Habitat

The CONSULTANT will generally describe the project area and more specifically describe the area within the proposed right-of-way limits including common names and Latin binomials for dominant and/or representative species. The CONSULTANT will further quantify areas that will be impacted both directly (within the right-of-way limits) and indirectly (ecotone encroachment, etc.) by the alternative improvements.

The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any state or Federal "critical habitat" must be identified.

The CONSULTANT will obtain all biological information needed to prepare a Biological Assessment Report of the project where endangered or threatened species are identified. The CONSULTANT will prepare a Biological Assessment for the project in accordance with Part 2, Chapter 27 of the PD&E Manual.

3.13 Identify Permit Conditions

The CONSULTANT will obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT shall identify permit conditions, and type of permits required.

3.14 Farmlands

The CONSULTANT will confirm and document that there are no farmland impacts associated with this project in accordance with Part 2, Chapter 28 of the PD&E Manual.

3.15 Noise

The CONSULTANT shall collect all data necessary to perform the noise impact analysis in accordance with the PD&E Manual. The noise analysis will be conducted in accordance with Chapter 17 of Part 2 of the FDOT PD&E Manual. This task will include a qualitative corridor analysis will be conducted to provide a comparative assessment of noise impacts for up to three corridor alternatives. Develop Traffic Noise Model input data and evaluate the existing conditions, No-Build Alternative and one recommended Build Alternative. Conduct detailed traffic noise barrier analyses for Noise Sensitive Areas (NSAs) within 300 feet of the project corridor between the SR 408/SR 50 interchange and the SR 50/SR 520 interchange. Identified Residential NSAs include the following: Six (6) first and second-row single-family home (SFH) communities; three (3) mobile-home parks and six (6) individual SFHs. Identified Non-Residential NSAs include two (2) hotels and five (5) restaurants w/outdoor eating areas. Prepare traffic data from project's DTTM for noise analysis. The CONSULTANT shall prepare first and final drafts of the Noise Study Report.

3.16 Air Quality

The CONSULTANT shall collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with Part 2,

Chapter 16 of the PD&E Manual. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

3.17 Construction Impact Analysis

The CONSUTLTANT will address potential construction impacts associated with this project in accordance with Part 2, Chapter 30 of the PD&E Manual.

3.18 Contamination

The CONSULTANT shall collect all data necessary to perform the Contamination Screening Evaluation in accordance with Part 2, Chapter 22, of the PD&E Manual.

3.19 Class of Action Determination (N/A)

3.20 CatEx Type II (N/A)

3.21 SEIR

The CONSULTANT will prepare the State Environmental Impact Report (SEIR) in accordance with the PD&E Manual for review and comment by the CFX and GEC. Following review by the AUTHORITY, the CONSULTANT will prepare this report after all other reports have been finalized and will make this report available to the public prior to the Public Hearing. The Final SEIR will be finalized after the Public Hearing.

3.22 Environmental Assessment (N/A)

3.23 FONSI (N/A)

3.24 Draft EIS (N/A)

3.25 Final EIS (N/A)

3.26 Quality Assurance/ Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, preparation of submittals for review within three (3) months.

4 MISCELLANEOUS

4.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the CFX in a format as prescribed by CFX and no less than 10 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of

sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by CFX.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with CFX as needed throughout the life of the project. It is anticipated 36 progress meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with CFX.

4.3 Additional Services

8 ENVIRONMENTAL PERMITS

Preparing environmental analysis for corridor verification report pertaining to all environmental focal areas

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. Includes the following tasks. See attachment for details.

- Horizontal Project Control (HPC). set 34 control points (17 pairs at half-mile intervals with a minimum distance of 500 feet between control pair points) for Project Control. This control datum will be based on FDOT Primary Control Network 51301 and 7500R.
- Vertical PC / Bench Line. 3 wire bench run thru points set in 27.1. This control datum will be NAVD 88 based on FDOT vertical control network for projects in this area.
- Alignment and Existing R/W Lines. Tie approximately 30 points along SR 50 centerline/existing R/W for coordination with GIS data collected by engineer.
- Aerial Targets. as directed by ACA, construct, set and control aerial targets for 400 (10) scale and 100 (20) scale imagery. Utilize GPS virtual reference station (VRS) network to establish N,E,Z. Provide to ACA use in controlling imagery.
- Roadway Cross Sections/Profiles. 75 cross sections in areas as determined by drainage engineer
- Geotechnical Support. Stake and locate 75 soil borings as directed by Geotechnical consultant
- Work Zone Safety. MOT as appropriate to maintain safe work zone to traveling public and field survey crew.
- Supplemental survey (as authorized by CFX)
- Field Reviews. 2 field reviews (at 4 Hours per)
- Technical Meetings. Meetings with Metric and CFX for mapping requirements. 2 meetings, 2 at 4 hrs per meeting
- QA/QC
- Supervision
- Coordination

28 AERIAL PHOTOGRAPHY

Aerial Photography shall be used as the basis for plotting various data necessary for both engineering and environmental analysis. The CONSULTANT shall use controlled digital aerial photography as the basis for corridor and alternative analysis and to convey project information to the public at public presentations / meetings. The digital aerial photography will be raster files compatible with Microstation.

Generally, controlled aerial mapping at a scale of 1" =400' will be used as the basis for plotting various data necessary to conduct detailed engineering and environmental analysis, alternative corridors and conceptual design studies, and to convey preliminary engineering concepts to the public at public meetings. The preferred alternative will be plotted at 1" =100' scale with vertical data identified using 2' contour aerials. Following is a summary of expected uses at the noted scales:

1. Overall Project Location Map 1" = 400'
2. Corridor Analysis 1" = 400'
3. Drainage Plan 1" = 400'
4. Conceptual Design Alternatives 1" = 100'
5. Preliminary Engineering 1" = 100'

The Consultant Will Furnish The Necessary Aerial Photography To Be Used In The Study. Please See Attachment For Details.

30 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with CFX standards, or as otherwise directed by the District Geotechnical Engineer. The District Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Before beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit an investigation plan for approval and meet with the CFX's Geotechnical Engineer or representative to review the project scope and CFX requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify the CFX in adequate time to schedule a representative to attend all related meetings and field activities.

30.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water

resources, geology bulletins, potentiometric maps, and other geotechnical related resources available. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

The CONSULTANT shall be responsible for coordination of all geotechnical related field work activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

Obtain pavement cores as directed in writing by the District Geotechnical Engineer.

If required by the District Geotechnical Engineer, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable CFX standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

30.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with CFX Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the CFX for approval prior to commencing with the boring program.

30.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.4 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the CFX's Roadway and Traffic Design Standards Index 600 series.

30.5 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.6 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the CFX's Project Manager.

30.7 Groundwater Monitoring – N/A

30.8 LBR / Resilient Modulus Sampling – N/A

30.9 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.10 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

30.11 Design LBR – N/A

30.12 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

30.13 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

30.14 Parameters for Water Retention Areas – N/A

30.15 Delineate Limits of Unsuitable Material – N/A

30.16 Electronic Files for Cross-Sections

Create electronic files of boring data for cross-sections.

30.17 Embankment Settlement and Stability – N/A

30.18 Stormwater Volume Recovery and/or Background Seepage Analysis – N/A

30.19 Geotechnical Recommendations – N/A

30.20 Pavement Condition Survey and Pavement Evaluation Report - N/A

30.21 Preliminary Roadway Report

Submit a preliminary roadway report presenting results of review of published documents and results of preliminary pond auger borings.

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

The results of all tasks discussed in all previous sections regarding data interpretation and analysis.

An appendix that contains stratified soil boring profiles and laboratory test data sheets.

The CONSULTANT will respond in writing to any changes and/or comments from the CFX and submit any responses and revised reports.

30.22 Final Report

The Final Roadway Report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

The results of all tasks discussed in all previous sections regarding data interpretation and analysis.

An appendix that contains stratified soil boring profiles and laboratory test data sheets.

The CONSULTANT will respond in writing to any changes and/or comments from the CFX and submit any responses and revised reports.

30.23 Auger Boring Drafting

Draft auger borings as directed by the CFX.

30.24 SPT Boring Drafting – N/A

Structures

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable CFX standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

30.25 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with CFX Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the CFX for approval prior to commencing with the boring program.

30.26 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.27 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the CFX's Roadway and Traffic Design Standards Index 600 series.

30.28 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.29 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the CFX's Project Manager.

30.30 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

30.31 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.32 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

30.33 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

30.34 Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

30.35 Selection of Foundation Alternatives (BDR) – N/A

30.36 Detailed Analysis of Selected Foundation Alternate(s) – N/A

30.37 Bridge Construction and Testing Recommendations

Provide construction and testing recommendations including potential constructability problems.

30.38 Lateral Load Analysis (Optional) – N/A

30.39 Walls – N/A

30.40 Sheet Pile Wall Analysis (Optional) – N/A

30.41 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations – N/A

30.42 Box Culvert Analysis – N/A

30.43 Preliminary Report – BDR – N/A

30.44 Final Report - Bridge and Associated Walls

The final structures report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.
Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, a complete FHWA check list, and any other pertinent information.

30.45 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights – N/A

30.46 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the CFX. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

30.47 Other Geotechnical – N/A

30.48 Technical Special Provisions – N/A

30.49 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

30.50 Technical Meetings – N/A

30.51 Quality Assurance/Quality Control

30.52 Supervision

30.53 Coordination

30.54 Optional Preliminary Contamination Assessment – N/A

6.0 DESIGN CRITERIA

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the following sections.

Development of this project will be guided by the basic design criteria listed below.

Design Element	Design Standard	Source
Design Year	2045	- Scope of Services
Design Vehicle	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
Design Speed Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	 70 mph 60 mph 45 mph[1] 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
Lane Widths Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	 12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard				Source
Cross Slope (lanes 1-way)					- FDOT PPM Vol. I, Fig. 2.1.1
Roadway					
2-lane (2)	-0.02 ft/ft (2)				
3-lane (3)	-0.02 ft/ft (2), -0.03 ft/ft (1)				
4-lane (4)$_2$	+0.02 ft/ft (1), -0.02 ft/ft (2), –0.03 (2)				
Bridge Section	–0.02 (typical, uniform, no slope break)				- PPM Vol. I, Sect. 2.1.5
Max. Lane "Roll-over"	4.0%				- FDOT PPM Vol. I, Fig. 2.1.1
DS 35 mph	5.0% (between though lane & aux. lane)				- PPM Vol. I, Table 2.1.4
DS 35 mph	6.0% (between though lane & aux. lane)				
Median Width					- FDOT PPM Vol. I, Tbl. 2.2.1
Freeway					
DS 60 mph	60 to (64-ft*)				
DS 60 mph	40-ft				
All	26-ft (with barrier)				
Arterial & Collector					
DS 45 mph	22-ft				
DS 45 mph	40-ft				
Offset Left Turn Lanes					- FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2
Median width 30-ft	Parallel offset lane				- AASHTO Exh. 9-98
Median width 30-ft	Taper offset lane				
	Total (ft)		Paved (ft)		
Shoulder Width (lanes 1-way)	Outside	Left	Outside	Left	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1
Freeway					- Design Standards Index No. 510
3-lane or more	12	12	10	10	
2-lane	12	8	10	4	
Ramp					
1-lane	6	6	4	2	
2-lane	10	8	8	4	
Aux. Lane	12	N/A	10	N/A	
Arterial & Collector (Norm. volume)					
2-lane divided	10	8	5	0	
1-lane undivided	10	N/A	5	N/A	
Service Road, 2-Lane, 2-Way, Undivided	10	10	5	5	
Shoulder Cross Slope	0.06	0.05	-	-	
Max. Shoulder "Roll-over"	7.0%	7.0%	-	-	
Bridge section (lanes 1-way)					
2-lane	10	6	-	-	- FDOT PPM Vol. I, Fig. 2.0.1, 2.0.2, 2.0.4
3-lane or more	10	10	-	-	
1-lane ramp	6	6	-	-	
2-lane ramp	10	6	-	-	
Service Road, 2-Lane, 2-Way, Undivided	10	10	-	-	
Border Width					- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2
Freeway	94-ft, *(94-ft desirable)*				- *(OOCEA Policy)*$_3$
Ramp	94-ft, *(L.O.C. plus 10-ft as minimum)*				
Arterial/Collector					
DS 45 mph	40-ft				
DS 45 mph	33-ft				
Arterial/Collector (Curb & Gutter)					
DS = 45 mph	14-ft (12-ft with bike lane)				
DS 40 mph	12-ft (10-ft with bike lane)				

Design Element	Design Standard		Source
	Fill Height (ft)	Rate	
Roadside Slopes			- FDOT PPM Vol. I, Tbl. 2.4.1
Front slope	0.0-5	1:6	
	5-10	1:6 to CZ & 1:4	
	10-20	1:6 to CZ & 1:3	
	□□20	1:2 with guardrail *(Use 10-ft bench at half the height of fill)*	- *(OOCEA Policy)*[3] *Use 1:3 slopes, avoid 1:2 slopes except where as necessary*
Front slope (curb & gutter)	All	1:2 not flatter than 1:6	
Back slope	All	1:4 or 1:3 w/ standard width trap. ditch & 1:6 front slope	
Back slope (curb & gutter)	All	1:2 not flatter than 1:6	
	Max. Grade	□	
Max. Grade / Max. Change in Grade			- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2
Freeway (Rural / Urban)	3.0%	0.20% / 0.40%	
Ramp			
Directional	5.0%	0.60%	
Loop	7.0%	1.00%	
Arterial			
Rural	3.5%	0.50%	
Urban	6.0%	0.70%	
Collector	6.5% to 9.0%	-	
Frontage Road/Service Road	8.0%	0.70%	
Min. Grade Curb & Gutter	0.3%	-	- FDOT PPM Vol. I, Tbl. 2.6.4
	Dsgn. Speed (mph)	Distance (ft)	
Minimum Stopping Sight Distance (Grades 2.0%)	70	730	- FDOT PPM Vol. I, Tbl. 2.7.1
	60	570	
	55	495	
	50	425	
	45	360	
	30	200	
	Dsgn. Speed (mph)	Distance (ft)	
Decision Sight Distance (Per avoidance maneuver)	70	780-1445	- AASHTO Exh. 3-3
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
	30	220-620	
Horizontal Curve Length	V = Design Speed		- FDOT PPM Vol. I, Tbl. 2.8.2a
Freeway	30V (15V min.)		
Others	15V (400-ft min.)		
Max. Curvature (Degree of Curve)			- FDOT PPM Vol. I, Tbl. 2.8.3
Freeway			
DS = 70 mph Rural	3 30' 00"		
DS = 60 mph Urban	5 15' 00"		
Arterial			
DS = 55 mph Rural	6 30' 00"		
DS = 45 mph Urban	8 15' 00"		
Collector			
DS = 45 mph Frontage Road	8 15' 00"		
DS = 50 mph Service Road	8 15' 00"		
Ramp			
DS = 50 mph Directional	8 15' 00"		
DS = 30 mph Loop	24 45' 00"		

Design Element	Design Standard			Source
Superelevation Transition				-FDOT PPM Vol. I, Sect. 2.9
Tangent	80% (50% min.)			
Curve	20% (50% min.)			
Spirals	*(Curves □□ □□ 30' 00" do not use spirals)*[4]			*- (OOCEA Policy)*[3]
Superelevation Rates	e_{max}	SE Trans. Rate		- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4
Freeway				- Design Standards Ind. No. 510, 511
DS = 70 mph Rural	0.10	1:200[5]		- AASHTO Exh. 3-28
DS = 60 mph Urban	0.10	1:225		
Arterial				
DS = 55 mph Rural	0.10	1:225		
DS = 45 mph Urban	0.05	1:150		
Collector				
DS = 45 mph Frontage Road	0.05	1:150		
DS = 50 mph Service Road	0.10	1:200		
Ramp				
DS = 50 mph Directional	0.10	1:200		
DS = 30 mph Loop	0.10	1:150		
Vertical Curves	Dsgn. Speed (mph)	K-value		- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6
		Crest	Sag	- AASHTO Exh. 3-72 (crest), 3-75 (sag)
Length , L = KA	70	401	181	
	60	245	136	
	55	185	115	
	50	136	96	*- OOCEA Policy*[3]
	45	98	79	*Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable*
	30	31	37	
Minimum Lengths	Crest	Sag		
Freeway				
DS = 70 mph Rural	500-ft	400-ft		
DS = 60 mph Urban	400-ft	300-ft		
Arterial				
DS = 55 mph Rural	350-ft	250-ft		
DS = 45 mph Urban	135-ft	135-ft		
Collector				
DS = 45 mph Frontage Road	135-ft	135-ft		
DS = 50 mph Service Road	300-ft	200-ft		
Ramp				
DS = 50 mph Directional	300-ft	200-ft		
DS = 30 mph Loop	90-ft	90-ft		
Ramps	Entrance	Exit		- Design Standards Ind. No. 525
Ramp Terminals	"Parallel-Type"	"Taper-Type"		- AASHTO Pg. 850-856
Length	900 to 1200-ft	550-ft		
Taper	300-ft (25:1)	(2□□ to 5□ 4□□ desirable)		
Minimum Spacing				
Entrance to Exit[6]	1,600 to 2,000-ft			- AASHTO Exh. 10-68, Pg. 844
Exit to Entrance	500-ft			
Entrance to Entrance	1,000-ft			
Exit to Exit	1,000-ft			
Turning Roadways	600 to 800-ft			

Design Element	Design Standard	Source
Lane Drop Taper	L = WS (DS ≤ 45 mph) L = $WS^2/60$ (DS ≥ 45 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525, 526 - AASHTO Pg. 818
Clear Zone Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	 36-ft 36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
Vertical Clearance Over Roadway Over Railroad Sign over Roadway Over Water	 16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
Limited Access Limits Rural Urban Crossroad overpass/no interchange	 300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations{tc \l 1 "**Ramp Operations**"}

a. Two thousand (2,000) ft. between entrance and exit terminals - full freeways

b. Six hundred (600) ft. between exit and entrance terminals

c. Entrance Ramp Taper of 900 ft. (1° - convergence)

d. Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

a. Ten (10) ft. from back of walls or limit of construction.

b. Two (2) ft. from back of sidewalk on frontage roads.

c. Drainage and construction easements as required.

d. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.

e. Limited access right-of-way limits per Index 450.

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 The AUTHORITY agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of $2,200,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for the AUTHORITY to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

METRIC ENGINEERING, INC.

Total Activity Salary Costs	$488,800.58
(a) Overhead Additives	
(1) Combined (141.02%)	689,306.58
Subtotal (Salary + Overhead)	1,178,107.16
(b) Lump Sum for Operating Margin (12.00%)	141,372.86
Subtotal (Salary Related)	1,319,480.02
(c) Direct Expenses - Lump Sum (Prime)	38,468.61
BASIC FEE	1,357,948.63
(d) Subcontracts (Limiting Amount)	815,980.91
(e) Allowance	26,070.46
TOTAL MAXIMUM LIMITING AMOUNT	**$2,200,000.00**

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

The AUTHORITY shall reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this Agreement (2) Federal Acquisition Regulations sub-part 31-2 (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980) and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of this Agreement. Allowable Costs and Fees are defined as follows:

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour work week. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour work week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.

- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.

- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by the AUTHORITY'S DIRECTOR.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 141.02% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

No more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by the AUTHORITY to the CONSULTANT as follows, subject to the provisions of Section 3.00:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The CONSULTANT and subconsultants may add staff to the project or modify the salary and wages of employees listed in Exhibit "C" throughout the term of the Agreement without specific approval from the AUTHORITY. Should the CONSULTANT or subconsutants choose to make staff or salary and wage revisions as described in this paragraph, it is understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated classification average rates detailed in Exhibit "C". The basis for all invoicing associated with this Agreement shall be the actual employee salary and wages at the time work was performed on the project by such employee. The CONSULTANT and subconsultants are required to provide salary and wage information to the AUTHORITY upon request to support invoices submitted.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 141.02 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 141.02%; and

- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by the AUTHORITY to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 12.00 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

The AUTHORITY shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by the AUTHORITY.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the AUTHORITY. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from the AUTHORITY.

4.18 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. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit the AUTHORITY to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the AUTHORITY because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to the AUTHORITY upon demand. Further, the AUTHORITY shall have the right to deduct from any payment due the CONSULTANT under any other contract between the AUTHORITY and the CONSULTANT an amount sufficient to satisfy any amount due and owing the AUTHORITY by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to the AUTHORITY for the overpayment, provided the net difference is not zero.

EXHIBIT C

DETAILS OF COSTS AND FEES

ATKINS

Atkins North America, Inc.

Project No.: 001064

Glenn Pressimone, PE
Director of Engineering
Central Florida Expressway Authority

March 3, 2015

Professional Engineering Consultant Services for SR 408 Eastern Extension Project Development and Environment (PD&E) Study

Dear Mr. Pressimone

As the Atkins Project Manager for the SR 408 PD&E Study, I have reviewed the Final Scope of Services and the Consultant Fee Estimates dated February 25, 2015. I feel that the scope of services and the proposed fee are reasonable and I recommend that the SR 408 PD&E Study move forward to contract execution.

If you have any questions regarding the final scope and fee, please feel free to call me at 407.806.4482. I look forward to working with the CFX team on this important PD&E study.

Sincerely,

Lance Decuir, PE, AICP
Senior Transportation Engineer

LETTER OF TRANSMITTAL

February 25, 2015

Central Florida Expressway Authority (CFX)
4974 ORL Tower Road, Orlando, FL 32807
ATTN: Glenn Pressimone, Director
Lance Decuir, Project Manager

RE: PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR S.R. 408 EASTERN EXTENSION PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY – CONTRACT NO. 001064

Dear Mr. Pressimone:

Metric Engineering, Inc. is pleased to offer our comprehensive PD&E services for this exciting project. Metric was founded in 1976 and provides transportation engineering, planning, PD&E, ITS, civil engineering design, and Construction Engineering & Inspection (CEI) services. The Metric Team is comprised of key subconsultant **Stantec Consulting Services, Inc** and additional important team members **Media Relations Group (DBE), WBQ Design and Engineering, Inc. (DBE) (MBE) (SSBE), Tierra, Inc. (DBE) (MBE), Southeastern Archaeological Research, Inc. (DBE), and Aerial Cartographics of America, Inc.** Our team has exceeded the minimum required DBE percentage and offer a **19.55% DBE commitment.**

We would like to thank you for this opportunity to submit to you the attached fee proposal for the subject project. In the attached proposal you will find the following supporting documents:

1. Scope of Services
2. Consultant Fee Estimates and Audit Package

If you have any questions regarding this proposal, please do not hesitate to reach me at (407) 448-0721.

Sincerely,

William F. Sloup

William F. Sloup, PE
Vice President
Project Manager

Attachments: Fee Proposal

Office: (407) 644-1898
Fax: (407) 644-2376
615 Crescent Executive Court, Suite 524, Lake Mary, FL 32746
www.metriceng.com

PROJECT DATA 2/24/2015

Contract Number 001064

Federal Aid Project Identification Number: N/A

Project Description: SR 408 PD&E Study from SR 50 to SR 520

County: Orange

Begin Milepost: **End Milepost:** **Project Length:** Miles

CFX Project Manager: Lance Decuir

Prepared By: [ ] CFX [X] Consultant [ ] Final

Consultant Name: Metric Engineering

SUMMARY

PUBLIC INVOLVEMENT	2386
ENGINEERING ANALYSIS AND REPORTS	7330
ENVIRONMENTAL ANALYSIS AND REPORTS	2644
MISCELLANEOUS	1336
PROJECT TOTAL HOURS	**13696**

Summary

2/24/2015

Name of Consultant: **Metric Engineering**

SR 408 PD&E Study from SR 50 to SR 520

001064

		Project Staff Hours													
Activity No.	Activity	Metric Engineering, Inc.	Stantec Consulting Services, Inc.	Media Relations Group, LLC	Southeastern Archaeological Research, Inc.	Aerial Cartographics of America, Inc.	WBQ Design and Engineering, Inc.	Tierra, Inc.			Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
1	Public Involvement	1590	28	768	0	0	0	0							2386
2	Engineering Analysis & Report	6135	1195	0	0	0	0	0							7330
3	Environmental Analysis & Repor	1088	739	0	817	0	0	0							2644
4	Miscellaneous	662	60	0	0	0	318	296							1336
	Project Total	9,475	2,022	768	817	0	318	296	0	0	0	0	0	0	13,696

Notes: 1. Staff hours for consultant come directly from each discipline's worksheet.

2. Staff hours for subconsultants are to be entered manually into columns D through O.

3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

CONSULTANT SUMMARY				
Consultant	DBE/MBE	Overhead Rate	Profit*	Total Fee
Metric Engineering, Inc.	N/A	141.02%	12%	$ 1,357,948.63
Stantec Consulting Services, Inc	N/A	175.19%	11.70%	$ 371,091.58
Media Relations Group, LLC	DBE/MBE	136.74%	12%	$ 101,598.21
WBQ Design and Engineering, Inc.	DBE/MBE	201.26%	10.19%	$ 179,421.38
Southeastern Archaeological Research, Inc	DBE	126.00%	12%	$ 60,776.23
Tierra, Inc.	DBE/MBE	162.47%	12%	$ 83,272.17
Aerial Cartographics of America, Inc.	N/A	344.55%		$ 19,821.34
			TOTAL FEE	$ 2,173,929.54
				19.55%

* Based on CFX standard profit percentages: Profit Percentages were calculated using a maximum of 12% for an Overhead Rate of 170.86% or below. For Overhead Rates above 170.86%, a ratio was applied to calculate the allowable profit percentage as follows: (170.86/Overhead Rate) *12%

Staff Hour Summary - Firm

2/24/2015

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Contract Number: 001064 | Project Name: SR 408 PD&E Study from SR 50 to SR 520

FAP Number: N/A | Date: 2/24/2015 | Name of Consultant: Metric Engineering

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION													TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total	Project Manager	Chief Engineer	Senior Engineer	Senior Project Engineer	Project Engineer	Engineer	Engineer Intern	Senior Engineering Technician	Chief Scientist	Senior Scientist	GIS Specialist	Scientist	Secretary/ Clerical			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			PERCENT
Public Involvement	1590	716	111	191	143	80	80	0	79	159	0	0	0	31	1590	1749	
Engineering Analysis & Report	6135	614	430	614	920	1288	920	614	613	0	0	0	0	122	6135	6749	
Environmental Analysis & Reports	1088	109	22	0	0	0	0	0	0	272	326	54	283	22	1088	1197	
Miscellaneous	662	497	46	0	0	0	0	0	0	106	0	0	0	13	662	728	
TOTALS	9,475	1936	609	805	1063	1368	1000	614	692	537	326	54	283	188	**9,475**	**10,423**	
													FIRM TOTAL		**9,475**	**10,423**	

Notes:
1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
3. Formulas under "Total Staff Hours Range" (columns P &Q) may be adjusted to provide desired range.

Field Survey Estimate:
_____ 4-man crew days

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS -METRIC ENGINEERING TOTAL

Contract Number: 001064 | Project Name: SR 408 PD&E Study from SR 50 to SR 520

FAP Number: N/A | Date: 2/24/2015 | Name of Consultant: Metric Engineering

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Chief Engineer	Senior Engineer	Senior Project Engineer	Project Engineer	Engineer	Engineer Intern	Senior Engineering Technician	Chief Scientist	Senior Scientist	GIS Specialist	Scientist	Secretary/ Clerical	Total
Public Involvement	1590	45.0%	7.0%	12.0%	9.0%	5.0%	5.0%	0.0%	5.0%	10.0%	0.0%	0.0%	0.0%	2.0%	100.00%
Engineering Analysis & Report	6135	10.0%	7.0%	10.0%	15.0%	21.0%	15.0%	10.0%	10.0%	0.0%	0.0%	0.0%	0.0%	2.0%	100.00%
Environmental Analysis & Reports	1088	10.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	25.0%	30.0%	5.0%	26.0%	2.0%	100.00%
Miscellaneous	662	75.0%	7.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	16.0%	0.0%	0.0%	0.0%	2.0%	100.00%

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - STANTEC TOTAL

Contract Number: 001064 | Project Name: SR 408 PD&E Study from SR 50 to SR 520

FAP Number: N/A | Date: 2/24/2015 | Name of Consultant: Stantec Consulting Services, Inc

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Chief Engineer	Senior Engineer	Senior Project Engineer	Specialist	Senior Scientist	Designer								Total
Public Involvement	28	28.6%	0.0%	0.0%	0.0%	71.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Engineering Analysis & Report	1195	5.0%	15.0%	45.3%	0.0%	0.0%	34.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Environmental Analysis & Reports	739	4.7%	0.0%	0.0%	35.3%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Miscellaneous	60	15.0%	15.0%	50.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%

Staff Hour Summary - Firm

2/24/2015

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - MRG TOTAL

Contract Number: 001064 | Project Name: SR 408 PD&E Study from SR 50 to SR 520

FAP Number: N/A | Date: 2/24/2015 | Name of Consultant: Media Relations Group, LLC

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Public Information Manager	Public Information Officer A	Public Information Officer B	Graphic Designer	Contract Coord./Asst. PIO									Total
Public Involvement	768	5.0%	40.0%	30.0%	10.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Engineering Analysis & Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Environmental Analysis & Reports	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - WBQ TOTAL

Contract Number: 001064 | Project Name: SR 408 PD&E Study from SR 50 to SR 520

FAP Number: N/A | Date: 2/24/2015 | Name of Consultant: WBQ Design and Engineering, Inc.

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Senior PSM	PSM	Survey Tech	Bookkeeper	0	0	0	0	0	0	0	0	0	Total
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Engineering Analysis & Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Environmental Analysis & Reports	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Miscellaneous	318	8.0%	35.0%	50.0%	7.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - SEARCH TOTAL

Contract Number: 001064 | Project Name: SR 408 PD&E Study from SR 50 to SR 52

FAP Number: N/A | Date: 2/24/2015 | Name of Consultant: Southeastern Archaeological Research, Inc

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Chief Archaeologist	Senior Specialist	Senior Archaeologist	Archaeologist	GIS Specialist	Secretary/ Clerical								Total
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Engineering Analysis & Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Environmental Analysis & Reports	817	11.6%	17.0%	25.6%	39.7%	3.1%	3.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

Staff Hour Summary - Firm

2/24/2015

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - TIERRA TOTAL

Contract Number: 001064

Project Name: SR 408 PD&E Study from SR 50 to SR 520

FAP Number: N/A

Date: 2/24/2015

Name of Consultant: Tierra, Inc.

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Senior Engineer	Chief Scientist	Geotechnical Engineer	Engineer	Engineering Intern	Senior Scientist	Senior Engineering Technician	Geotechnical Technician	Designer	Secretary/Clerical			Total
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Engineering Analysis & Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Environmental Analysis & Reports	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Miscellaneous	296	5.0%	8.0%	0.0%	9.0%	15.0%	30.0%	0.0%	23.0%	4.0%	4.0%	2.0%	0.0%	0.0%	100.00%

Rates

2/27/2015

CONSULTANT	EMPLOYEE NAME	NAME	COMP. ELEMENT	PRO. SALARY	WEIGHT FACTOR	AVG. SALARY
Metric Engineering, Inc.	William Sloup, PE	Project Manager	Basic Services (LS)	$ 76.92	100%	$ 76.92
Metric Engineering, Inc.	Robert Linares, PE	Senior Engineer	Basic Services (LS)	$ 90.00	35%	$ 78.91
Metric Engineering, Inc.	Carlos Rodriguez, PE	Senior Engineer	Basic Services (LS)	$ 81.73	15%	
Metric Engineering, Inc.	Brian Fuller, PE	Senior Engineer	Basic Services (LS)	$ 70.00	20%	
Metric Engineering, Inc.	Chandra Raman, PE	Senior Engineer	Basic Services (LS)	$ 69.72	20%	
Metric Engineering, Inc.	Oscar Cruz, PE	Senior Engineer	Basic Services (LS)	$ 72.11	10%	
Metric Engineering, Inc.	Raul Driggs, PhD, PE	Chief Engineer	Basic Services (LS)	$ 66.95	50%	$ 69.55
Metric Engineering, Inc.	Manuel Sauleda, PE	Chief Engineer	Basic Services (LS)	$ 72.15	50%	
Metric Engineering, Inc.	Doug Ruggiano, PE	Senior Project Engineer	Basic Services (LS)	$ 50.99	30%	$ 50.97
Metric Engineering, Inc.	Jessica Bloomfield, PE	Senior Project Engineer	Basic Services (LS)	$ 47.52	25%	
Metric Engineering, Inc.	Sonia Shreffler-Bogart, PE	Senior Project Engineer	Basic Services (LS)	$ 52.88	45%	
Metric Engineering, Inc.	Brent Gillette, PE	Project Engineer	Basic Services (LS)	$ 37.47	10%	$ 39.04
Metric Engineering, Inc.	Gabriela Garcia, PE	Project Engineer	Basic Services (LS)	$ 40.00	70%	
Metric Engineering, Inc.	Joseph Byrd, PE	Project Engineer	Basic Services (LS)	$ 38.47	10%	
Metric Engineering, Inc.	Nicole Mauntler, PE	Project Engineer	Basic Services (LS)	$ 34.50	10%	
Metric Engineering, Inc.	Stefan Escanes, EI	Engineering Intern	Basic Services (LS)	$ 26.93	50%	$ 23.69
Metric Engineering, Inc.	Paul Carballo	Engineering Intern	Basic Services (LS)	$ 19.24	25%	
Metric Engineering, Inc.	Armando Perez, EI	Engineering Intern	Basic Services (LS)	$ 21.65	25%	
Metric Engineering, Inc.	Adam Scurlock, PE	Engineer	Basic Services (LS)	$ 34.50	100%	$ 34.50
Metric Engineering, Inc.	Michael McCoy	Chief Scientist	Basic Services (LS)	$ 58.17	100%	$ 58.17
Metric Engineering, Inc.	Amy Wiwi	Senior Scientist	Basic Services (LS)	$ 53.90	15%	$ 39.12
Metric Engineering, Inc.	Pietro Taballione	Senior Scientist	Basic Services (LS)	$ 37.02	40%	
Metric Engineering, Inc.	George Myers	Senior Scientist	Basic Services (LS)	$ 36.06	45%	
Metric Engineering, Inc.	Caitlin Hill	Scientist	Basic Services (LS)	$ 16.35	50%	$ 18.76
Metric Engineering, Inc.	Daniel Parabock	Scientist	Basic Services (LS)	$ 21.16	50%	
Metric Engineering, Inc.	Manuel Inastrilla	Senior Engineering Technician	Basic Services (LS)	$ 31.30	50%	$ 32.16
Metric Engineering, Inc.	Narciso Tome	Senior Engineering Technician	Basic Services (LS)	$ 33.01	50%	
Metric Engineering, Inc.	Maria V. Garcia	Secretary/Clerical	Basic Services (LS)	$ 24.73	100%	$ 24.73
Metric Engineering, Inc.	Damian Foster	GIS Specialist	Basic Services (LS)	$ 21.63	100%	$ 21.63
Stantec Consulting, Inc.	Robert T. Carballo	Chief Engineer	Basic Services (LS)	$ 116.11	100%	$ 116.11
Stantec Consulting, Inc.	Manuel A. Solaun	Senior Engineer	Basic Services (LS)	$ 78.94	50%	$ 75.02
Stantec Consulting, Inc.	Allan J. Berry	Senior Engineer	Basic Services (LS)	$ 71.10	50%	
Stantec Consulting, Inc.	Naveed K. Mohammed	Senior Project Engineer	Basic Services (LS)	$ 52.65	100%	$ 52.65
Stantec Consulting, Inc.	Timothy W. Ogle	Specialist	Basic Services (LS)	$ 87.50	100%	$ 87.50
Stantec Consulting, Inc.	Michael Drauer	Senior Scientist	Basic Services (LS)	$ 48.40	100%	$ 48.40
Stantec Consulting, Inc.	Rosario L. Nodarse	Designer	Basic Services (LS)	$ 34.32	100%	$ 34.32
Media Relations Group	Alicia Gonzalez	Public Information Manager	Basic Services (LS)	$ 93.75	100%	$ 93.75
Media Relations Group	Valerie Tutor	Public Information Officer A	Basic Services (LS)	$ 30.00	100%	$ 30.00
Media Relations Group	Lauren Hatchell	Public Information Officer B	Basic Services (LS)	$ 28.77	100%	$ 28.77
Media Relations Group	Paulette Summers	Graphic Designer	Basic Services (LS)	$ 31.50	100%	$ 31.50
Media Relations Group	Dilcia Salinas	Contract Coord./Asst. PIO	Basic Services (LS)	$ 26.50	100%	$ 26.50
WBQ Design & Engineering, Inc.	Danny Williams	Senior PSM	Limiting Amount (LA)	$ 48.25	100%	$ 48.25
WBQ Design & Engineering, Inc.	Danny Williams	PSM	Limiting Amount (LA)	$ 30.87	100%	$ 30.87
WBQ Design & Engineering, Inc.	Dan Angel	Survey Tech	Limiting Amount (LA)	$ 22.00	100%	$ 22.00
WBQ Design & Engineering, Inc.	Rafael Arosemena	Bookeeper	Limiting Amount (LA)	$ 22.11	100%	$ 22.11
Southeastern Archaeological Research, Inc	Elizabeth Chambless	Chief Archaeologist	Basic Services (LS)	$ 38.63	85%	$ 40.55
Southeastern Archaeological Research, Inc	Jason Burns	Chief Archaeologist	Basic Services (LS)	$ 48.51	5%	
Southeastern Archaeological Research, Inc	Anne Stokes	Chief Archaeologist	Basic Services (LS)	$ 67.42	5%	
Southeastern Archaeological Research, Inc	Robert Austin	Chief Archaeologist	Basic Services (LS)	$ 38.42	5%	
Southeastern Archaeological Research, Inc	Geoffrey Mohlman	Senior Specialist	Basic Services (LS)	$ 42.62	40%	$ 33.67
Southeastern Archaeological Research, Inc	Nicholas Linville	Senior Specialist	Basic Services (LS)	$ 26.48	30%	
Southeastern Archaeological Research, Inc	Travis Fulk	Senior Specialist	Basic Services (LS)	$ 31.57	20%	
Southeastern Archaeological Research, Inc	Benjamin Roberts	Senior Specialist	Basic Services (LS)	$ 27.46	5%	
Southeastern Archaeological Research, Inc	Laurel Bartlett	Senior Specialist	Basic Services (LS)	$ 19.81	5%	
Southeastern Archaeological Research, Inc	Marie Pokrant	Senior Archaeologist	Basic Services (LS)	$ 27.23	85%	$ 27.15
Southeastern Archaeological Research, Inc	Debra Wells	Senior Archaeologist	Basic Services (LS)	$ 29.52	5%	
Southeastern Archaeological Research, Inc	Christopher Altes	Senior Archaeologist	Basic Services (LS)	$ 26.44	5%	
Southeastern Archaeological Research, Inc	William Werner	Senior Archaeologist	Basic Services (LS)	$ 24.04	5%	
Southeastern Archaeological Research, Inc	Melissa Dye	Archaeologist	Basic Services (LS)	$ 21.63	50%	$ 21.61
Southeastern Archaeological Research, Inc	Geoffrey DuChemin	Archaeologist	Basic Services (LS)	$ 22.28	40%	
Southeastern Archaeological Research, Inc	JonSimon Suarez	Archaeologist	Basic Services (LS)	$ 19.23	5%	
Southeastern Archaeological Research, Inc	Andrew Ayala	Archaeologist	Basic Services (LS)	$ 18.36	5%	
Southeastern Archaeological Research, Inc	Curtis Deily	GIS Specialist	Basic Services (LS)	$ 23.77	100%	$ 23.77
Southeastern Archaeological Research, Inc	Christie McLaughlin	Secretary/ Clerical	Basic Services (LS)	$ 25.50	70%	$ 24.48
Southeastern Archaeological Research, Inc	Jessica Dunbar	Secretary/ Clerical	Basic Services (LS)	$ 23.27	15%	
Southeastern Archaeological Research, Inc	Lisa McNeely	Secretary/ Clerical	Basic Services (LS)	$ 20.91	15%	
Tierra, Inc.	Larwrence P. Moore	Project Manager	Geotechnical Services Cost Plus-LA	$ 62.50	100%	$ 62.50
Tierra, Inc.	Kevin W. Lo	Senior Engineer	Geotechnical Services Cost Plus-LA	$ 62.55	50%	$ 59.06
Tierra, Inc.	Kevin Scott	Senior Engineer	Geotechnical Services Cost Plus-LA	$ 55.56	50%	

Rates

2/27/2015

Tierra, Inc.	Manuel J. Valdes	Chief Scientist	Geotechnical Services Cost Plus-LA	$ 45.68	50%	$ 49.77
Tierra, Inc.	Donald R. Polanis, Jr.	Chief Scientist	Geotechnical Services Cost Plus-LA	$ 53.85	50%	
Tierra, Inc.	Jeremy Sewell	Geotechnical Engineer	Geotechnical Services Cost Plus-LA	$ 47.53	50%	$ 49.12
Tierra, Inc.	Marc E. Novak	Geotechnical Engineer	Geotechnical Services Cost Plus-LA	$ 50.71	50%	
Tierra, Inc.	Joseph R. Antinori	Engineer	Geotechnical Services Cost Plus-LA	$ 42.27	50%	$ 41.33
Tierra, Inc.	Jon D. Meade	Engineer	Geotechnical Services Cost Plus-LA	$ 40.38	50%	
Tierra, Inc.	Kevin Stone	Engineering Intern	Geotechnical Services Cost Plus-LA	$ 30.98	50%	$ 31.24
Tierra, Inc.	Luis A. Almodovar	Engineering Intern	Geotechnical Services Cost Plus-LA	$ 31.50	50%	
Tierra, Inc.	Clare E. Kramner	Senior Scientist	Geotechnical Services Cost Plus-LA	$ 37.80	50%	$ 37.80
Tierra, Inc.	Christopher C. Garth	Senior Scientist	Geotechnical Services Cost Plus-LA	$ 37.80	50%	
Tierra, Inc.	Jeffrey M. Berg	Senior Engineering Technician	Geotechnical Services Cost Plus-LA	$ 27.00	100%	$ 27.00
Tierra, Inc.	Dimitrios L. Silas	Geotechnical Technician	Geotechnical Services Cost Plus-LA	$ 27.00	50%	$ 24.35
Tierra, Inc.	Sammy M. Awad	Geotechnical Technician	Geotechnical Services Cost Plus-LA	$ 21.70	50%	
Tierra, Inc.	Susanne Webb	Designer	Geotechnical Services Cost Plus-LA	$ 28.00	50%	$ 30.50
Tierra, Inc.	Brian J. Sawaska	Designer	Geotechnical Services Cost Plus-LA	$ 33.00	50%	
Tierra, Inc.	Ashley D. Arnold	Secretary/Clerical	Geotechnical Services Cost Plus-LA	$ 29.05	100%	$ 29.05

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 408 PD&E Study from SR 50 to SR 520
County: Orange
Contract No. 001064
FAP No.: N/A

Fee Sheet - Prime

Consult. Name: Metric Engineering
Consult. No. enter consultants proj. number
Date: 2/27/2015
Estimator: William Sloup

2/27/2015

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer	Senior Project Engineer	Project Engineer	Engineer	Engineer Intern	Senior Engineering Technician	Chief Scientist	Senior Scientist	GIS Specialist	Scientist	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$76.92	$69.55	$78.91	$50.97	$39.04	$34.50	$23.69	$32.16	$58.17	$39.12	$21.63	$18.76	$24.73			
Public Involvement	1,590	716	111	191	143	80	80	0	79	159	0	0	0	31	1,590	$103,594.79	$65.15
Engineering Analysis & Report	6,135	614	430	614	920	1,288	920	614	613	0	0	0	0	122	6,135	$291,778.84	$47.56
Environmental Analysis & Reports	1,088	109	22	0	0	0	0	0	0	272	326	54	283	22	1,088	$45,510.90	$41.83
Miscellaneous	662	497	46	0	0	0	0	0	0	106	0	0	0	13	662	$47,916.05	$72.38
Total Staff Hours	9,475	1936	609	805	1063	1368	1000	614	692	537	326	54	283	188	9,475		
Total Staff Cost		$148,917.12	$42,355.95	$63,522.55	$54,191.11	$53,406.72	$34,500.00	$14,545.66	$22,254.72	$31,237.29	$12,753.12	$1,168.02	$5,309.08	$4,649.24		$488,800.58	$51.59

Check = $488,800.58

Survey Field Days by Subconsultant
4 - Person Crew:

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.

SALARY RELATED COSTS:			$488,800.58
OVERHEAD:		141.02%	$689,306.58
FCCM (Facilities Capital Cost Money):		0.000%	$0.00
OPERATING MARGIN:		12.00%	$141,372.86
EXPENSES:		7.87%	$38,468.61
SALARY RELATED SUBTOTAL:			**$1,357,948.63**
Survey (Field - if by Prime)	0.00	4-man crew day: $ - / day	$0.00
SUBTOTAL - PRIME			**$1,357,948.63**
Subconsultant: Stantec Consulting Services, Inc			$371,091.58
Subconsultant: Media Relations Group, LLC			$101,598.21
Subconsultant: WBQ Design and Engineering, Inc.			$179,421.38
Subconsultant: Southeastern Archaeological Research, Inc			$60,776.23
Subconsultant: Tierra, Inc.			$83,272.17
Subconsultant: Aerial Cartographics of America, Inc			$19,821.34
SUBTOTAL ESTIMATED FEE:			**$2,173,929.54**
Optional Services			$0.00
GRAND TOTAL ESTIMATED FEE:			**$2,173,929.54**

1. PUBLIC INVOLVEMENT

2/24/2015

Estimator:	Name													SR 408 PD&E Study from SR 50 to SR 520
														001064
Task No.	**Task**	**Units**	**# of Units**	**Hours / Unit**	**Metric**	**Stantec**	**MRG**	**SEARCH**	**ACA**	**WBQ**	**TI**	**Check Hours**	**Hours**	**Comments**
1.1	**Public Involvement Program ***	LS	1	70	10		60					70	70	Preparing comprehensive Public Involvement Plan (PIP) within twenty (20) days following NTP; review and signature process; coordination with CFX.Medium/High level of complexity.
1.2	**Public Involvement Data Collection**	LS	1	60			60					60	60	Acquire property owner information from Orange County Property Appraiser's Office; team anticipates having to modify/update data provided by the Property Appraiser's Office at three (3) separate times (@20 hours) throughout the project process to accurately provide extensive outreach to approximately 1200 (including officials, residents, interested parties and special interest groups).This will be in preparation for upcoming outreach events, including public meetings.
1.3	**Notice of Intent (EIS only) ***	LS	1	0								0	0	N/A
1.4	**Advance Notification ***	LS	1	48	48							48	48	Prepare AN letter and mail to Environmental Screening Tool particpants. Higher end of Complexity.
1.5	**Scheduled Public Meetings**	LS	Task Total ---->		581	12	339				0	942	942	Providing support to CFX to hold or participate in 3 milestone meetings (A Public Kick-Off Meeting, Alternatives Public Workshop and a Public Hearing). To provide the following for each meeting: Vetting potential meeting venues/sites and advise CFX of viability; graphic design services including presentations, agendas, handouts, legal and/or display advertisements as well as the development of all other meeting collaterals which includes sign-in sheets, comments cards and directional signage. Preparing Public Involvement Package to include, meeting minutes and responses to comments and inquiries. Presenting to members CFX and Metropolitan Orlando (MPO) Boards, as well as attendees for ALL 3 milestone meetings. Preparing Public Hearing Summary after completion of the Public Hearing and preparing a record of public involvement during the project.
	Scoping Meeting													
	*Set Up/Scoping Package * *	LS	1	8	8							8	8	Hold scoping meeting with members of CFX and GEC team to review scope and discuss preferences and details. No presentation. Prepare information for meeting
	Participation and notes	LS	1	31	21	4	6					31	31	7 attendees (2 PD&E, 1 Rdway, 1 drainage, 1 traffic, 1 structures, 1 PI) x 4 hours (2 hour travel time, 2 hour meeting) + 1 hour notes
	Elected Officials/Agency Kickoff Meeting													
	*Set Up * *	LS	1	0								0	0	
	Participation and notes	LS	1	0								0	0	
	Public Kickoff Meeting													
	*Set up * *	LS	1	200	120		80					200	200	Preparation of presentation with voice over: 40 hours Preparation of boards:3 boards x 20 hours per board including preparation, printing and mounting: 60 hours Prepare PI package: 20 hours MRG: Responsibilities will include at a minimum, drafting notification letters to Elected and Appointed Officials; coordinating approval and signature process as well as stuffing, sealing, posting and mailing the letters to property owners and other interested parties; preparing news releases; scheduling and presentation to CFX and Metroplan Orlando (MPO) Boards; setting up and breaking down meeting and flyer distribution along corridor, if deemed necessary. = 80 hours *Higher involvement due to PI package and voice over presentation*
	Participation and notes	LS	1	34	18		16					34	34	MEI: 3 people x (2 hr meeting + 2 hr travel+ 2 hours setup and take down) = 18 MRG: 3 people x (2 hr meeting + 3 hr travel) + 1 hr for notes = 16 hrs
	PAG and EAG													

1. PUBLIC INVOLVEMENT

2/24/2015

Task No.	Task	Units	# of Units	Hours / Unit	Metric	Stantec	MRG	SEARCH	ACA	WBQ	TI	Check Hours	Hours	Comments
	*Set up **	*LS*	*1*	*300*	*180*		*120*					*300*	*300*	There will be an three (3) Project Advisory Group (PAG) + 3 Environmental Advisory Group (EAG) meetings throughout the life of the project. These 8 meetings will be held prior to the 3 Public Meetings. The presentation materials for the PAC meetings will be the same as to what we will be presenting in the public meetings, this includes presentation and boards x 15 hours for minor adjustments per meeting + preparation of agenda and packages for group members:15 hours per meeting: 30 x 6= 180 hours MRG: Establish a Project Advisory Group (PAG) and Environmental Advisory Group (EAG), to include staff from FDOT, OC agencies, special interest groups and other approved entities. Coordinate with CFX and the GEC to prepare final list for both groups; contact and maintain coordination with these groups throughout the study. Estimated 60 hours per group x 2 groups (assumes minimal turnover of group participants)
	Participation and notes	*LS*	*1*	*108*	*72*		*36*					*108*	*108*	MEI: 3 people x (2 hr. per meeting + 2 hr. travel) x 6 meetings= 72 hrs. MRG: [1 person x (2 hr. per meeting + 3 hr. travel) + 1 hr. for notes]* 6 meetings = 36 hrs
	Alternatives Public Meeting													
	*Set up **	*LS*	*1*	*220*	*150*		*70*					*220*	*220*	Preparation of presentation with voice over script: 40 hours Preparation of boards including preparation, printing and mounting: 110 hours Prepare PI package: 10 hours MRG: Responsibilities will include at a minimum, drafting notification letters to Elected and Appointed Officials; coordinating approval and signature process as well as stuffing, sealing, posting and mailing the letters to property owners and other interested parties; preparing news releases; setting up and breaking down meeting: 60 *Higher involvement due to PI package and voice over presentation*
	Participation and notes	*LS*	*1*	*41*	*22*	*8*	*11*					*41*	*41*	MEI: 4 people x (2 hr meeting + 2 hr travel+ 1.5 hours setup and take down) = 22 MRG: 2 people x (2 hr meeting + 3 hr travel) + 1 hr for notes = 11 hrs Stantec: 2 people x (2 hr meeting + 2 hr travel) = 8

1. PUBLIC INVOLVEMENT

2/24/2015

Task No.	Task	Units	# of Units	Hours / Unit	Metric	Stantec	MRG	SEARCH	ACA	WBQ	TI	Check Hours	Hours	Comments
1.6	**Other (Unscheduled) Public and Agency Meetings**	LS	Task Total --->		465	0	90				0	555	555	
	Meetings with public, agencies, etc.	LS	1	492	432		60					492	492	See Tab 1.6 for details
	Presentation to CFX Board	LS	1	63	33		30					63	63	See Tab 1.6 for details
	Public Hearing	LS	Task Total --->		159	18	96				0	271	271	
1.7	*Invitation / notification / setup / follow-up **	LS	1	230	137	8	85					230	230	Preparation of presentation with voice over script: 40 hours Preparation of boards including preparation, printing and mounting: 97 hours Noise specific materials: 8 hours Prepare PI package: 10 hours MRG: Responsibilities will include at a minimum, drafting notification letters to Elected and Appointed Officials; coordinating approval and signature process as well as stuffing, sealing, posting and mailing the letters to property owners and other interested parties; preparing news releases; coordinating with Court Reporter and Security Officer for date of public hearing; coordination with A/V and production company; setting up and breaking down meeting; preparing copies of detailed/verbatim transcript for CFX's use and as part of the public hearing records : 75
	Participation	LS	1	41	22	8	11					41	41	MEI: 4 people x (2 hr meeting + 2 hr travel+ 1.5 hours setup and take down) = 22 MRG: 2 people x (2 hr meeting + 3 hr travel) + 1 hr for notes = 11 hrs Stantec: 2 people x (2 hr meeting + 2 hr travel) = 8
1.8	**Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA**	LS	1	0								0	0	
	Special Public Involvement Requirements	LS	Task Total --->		271	0	97				0	368	368	
	*General Public Correspondence **	LS	18	6	88		20					108	108	Assume 6 hours per month x 18 months
1.9	*News Letters, Preparation / Distribution **	LS	1	112	35		77					112	112	Design, development and distribution of four (4) project newsletters to coincide with key project milestones; 40 hours for initial + 25 hours per each additional (3) one - assumes distribution via mail with invitation for each public meeting and at the meetings
	*Web Site Development **	LS	1	18	18							18	18	Provide material to CFX for website development
	*Web Site Maintenance **	LS	1	40	40							40	40	Submit information to CFX for publishing througout life of study
	*Videos, Renderings, etc. **	LS	1	90	90							90	90	RENDERING FOR PUBLIC HEARING
	Public Involvement Subtotal				1544	26	742				0	2314	2314	
1.10	**Quality Assurance / Quality Control**	LS	%	5%	46	0	26				0	72	72	
	PUBLIC INVOLVEMENT TOTAL HOURS				1590	26	768				0	2386	2386	

NOTE: * subject to QC

1.6 UNSCHEDULED MEETING

2/24/2015

Estimator:	Name			SR 408 PD&E Study from SR 50 to SR 520						
						001064				
Task No.	**Task**	**Units**	**# of Meetin**	**# of People**	**Hours / Unit**	**Hours**	**# of Meetings**	**Hours / Unit**	**Hours**	**Comments**
	Other (Unscheduled) Public and Agency Meetings			**Metric**			**MRG**			
	Meetings with public, agencies, etc.; 36 meetings anticipated with:		Task Total --->			432	Task Total --->		60	*Public* *Elected officials* *METROPLAN ORLANDO* *Space Coast TPO* *Orange County* *neighborhood groups*
	Meeting Preparation	LS	36	1	1	36	12	1	12	
	Meeting coordination	LS	36	1	2	72			0	
	Attendance	LS	36	2	2	144	12	2	24	
1.6	*Travel Time*	LS	36	2	2	144	12	2	24	
	Notes	LS	36	1	1	36			0	
	Presentation to CFX Board		Task Total --->			33	Task Total --->		30	*Prior to Public Kick Off, Alternatives Workshop, and Public Hearing*
	Meeting Preparation	LS	3	1	1	3	3	1	3	
	Meeting coordination	LS	3	1	2	6			0	
	Attendance	LS	3	2	2	12	3	2	12	
	Travel Time	LS	3	2	2	12	3	2	12	
	Notes	LS				0	3	1	3	

2. ENG ANALYSIS & REPORTS

2/24/2015

Estimator:	Name													SR 408 PD&E Study from SR 50 to SR 520
														001064
Task No.	Task	Units	# of Units	Hours / Unit	Metric	Stantec	MRG	SEARCH	ACA	WBQ	TI	check	Hours	Comments
	Data Collection													
2.1	**Field Review**	LS	1	78	62	16						78	78	PD&E: 3 trips x 2 people x 3 hrs = 18hrs Roadway: 2 trips x 2 people x 3 hrs = 12 hrs Drainage: 1 trips x 2 people x 8 hrs = 16 hrs Structures: 2 trips x 2 people x 4 hrs = 16 hrs Traffic: 2 trips x 2 people x 4 hrs = 16 hrs
2.2	**Survey Coordination**	LS	Task Total --->		30	0	0	0	0	0	0	30	30	
	Aerial Photography	*LS*	*1*	*12*	*12*							12	*12*	6 hours for Coordination + 6 hours for review
	Survey Coordination	*LS*	*1*	*18*	*18*							18	*18*	6 hours for Coordination + 12 hours for review
2.3	**Geotechnical**	LS	Task Total --->		14	0	0	0	0	0	0	14	14	
	Soils	*LS*	*1*	*6*	*6*							6	*6*	Collect soil information & summarize
	Geotechnical Coordination	*LS*	*1*	*8*	*8*							8	*8*	Coordinate with Geotechnical consultant
2.4	**Traffic**	LS	Task Total --->		104	0	0	0	0	0	0	104	104	
	Traffic Data	*LS*	*1*	*0*								0	*0*	N/A
	Traffic Analysis	*Traffic Analysis Total ---->*			*104*	*0*	*0*	*0*	*0*	*0*	*0*	104	*104*	
	*- Design Traffic **	*LS*	*1*	*0*								0	*0*	N/A
	*- Traffic Operational Analysis **	*LS*	*1*	*0*	*0*							0	*0*	N/A
	*- Design Traffic Documentation **	*LS*	*1*	*104*	*104*							104	*104*	Review of traffic report to be provided by CFX and coordination for any necessary updates.
2.5	**Safety**	LS	Task Total --->		16	0	0	0	0	0	0	16	16	
	Crash Data	*LS*	*1*	*8*	*8*							8	*8*	FDOT CARS Database & Signal Four Analytics
	*Safety Analysis **	*LS*	*1*	*8*	*8*							8	*8*	Number, type, location, severity, economic loss estimates
2.6	**Utilities and Railroads**	LS	Task Total --->		138	0	0	0	0	0	0	138	138	
	Data Collection	*EA*	*15*	*3*	*45*							45	*45*	Collect existing utility information and summarize - 3 hours per utility assume 15 utilities
	*Analysis and Report **	*LS*	*1*	*93*	*93*							93	*93*	5 per utility + 18 hours for package
2.7	**Needs**	LS	Task Total --->		36	0	0	0	0	0	0	36	36	
	Transportation Plans	*LS*	*1*	*8*	*8*							8	*8*	8 hours to collect and review previous studies and plans including developments
	*Planning Consistency Form **	*LS*	*1*	*0*								0	*0*	N/A
	*Analysis of Existing Conditions **	*LS*	*1*	*18*	*18*							18	*18*	4+(2 x length of project (7 miles)
	*Purpose and Need **	*LS*	*1*	*10*	*10*							10	*10*	
2.8	**Corridor Analysis ***	LS	1	150	150							150	150	Review of previous study done for validity, update information, determine if previous conclusions are still valid, determine if any new corridors that need to be evaluated. Evaluate all new corridors in terms of environmental and community impacts, and potential benefit. Confirm preferred corridor. As per SOS. Includes preparation of corridor memorandum.
	Roadway	LS	Task Total --->		1464	0	0	0	0	0	0	1464	1464	
	Existing Roadway Characteristics	*LS*	*1*	24	24							24	24	Based on 7 miles of roadway along SR 50, review and documentation of existing roadway conditions and the future conditions, existing R/W, access management, level of service, safety concerns/high crash locations, geometric characteristics, design criteria, typical section components, traffic patterns, etc.and preparation of CADD database
	*Typical Section Analysis **	*EA*	*10*	8	80							80	80	8 hours per typical section: 2 typical sections per alternative x 5 alternatives - assumes on average 2 typical per alternative (limited access, high speed urban, rural, etc.)

2. ENG ANALYSIS & REPORTS

2/24/2015

Task No.	Task	Units	# of Units	Hours / Unit	Metric	Stantec	MRG	SEARCH	ACA	WBQ	TI	check	Hours	Comments
2.9	*Roadway Design Alternatives **	*LS*	*1*	1280	1280							1280	1280	40 hours per Interchange alternative at SR 408 x 2 alternatives: 80 40 hours per Interchange alternative at SR 520 x 2 alternatives: 80 24 hours per mile for horizontal alignment + 8 hours per mile for vertical alignment= 32 hours per mile x 7 miles = 280 hours per alternative x 5 alternatives : Includes development of base line and center lines, conceptual profiles, evaluation of grade separations at intersections, different alignments, viaduct, and any variation that results from alternatives workshop and other coordination efforts throughout the study
	*Access Management **	*LS*	*2*	40	80							80	80	Evaluation of potential access points from expressway: 40 hours Evaluation of access modifications for SR 50: 40 hours
	*Identify Construction Segments **	*LS*	*1*	0								0	*0*	
2.10	**Structures**	LS	Task Total --->		0	1008	0	0	0	0	0	1008	1008	
	Existing Structure Characteristics	*EA*	*0*	*0*								0	*0*	
	*Structures Typical Section Analysis **													
	Interchange Structures	LS	*1*	448		448						448	448	Provide input to roadway on structure depth/spans to be depicted on roadway plan & profile and develop structures typical section for 8 interchanges/4 alternate alignments (4*8*4 = 128 hrs) and develop conceptual bridge Plan & Elevation and bridge typical for recommended alternative (1*8*40 = 320 hrs): Total = 448 hrs
	Elevated Viaduct	LS	*1*	120		120						120	120	elevated viaduct to be shown in Roadway plan & profile; structure to review and provide structure depth input and show bridge typical(s) and conceptual pier configuration(s) - 120 hours
	Econlockhatchee River Crossing	LS	*1*	240		240						240	240	Input to roadway on bridge typical and for 4 alignment alternatives + viaduct alternative = 4 * 40 + 1 * 80 = 240 hrs
	*Structures Design Alternatives **	LS	*1*	200		200						200	200	Prepare Bridge Analysis Report: reflecting structural considerations for each structure developed as outlined above. Draft Report 100 hrs + Final Report 60 hrs. The Bridge Analysis Report addresses a brief description of the proposed conditions (widening, replacement and/or new construction) and the reason for the recommendation. Included are exhibits reflecting the proposed structure configurations. Total hours = 160 hrs +Coordination with CFX and FDOT for Structure related issues associated with the proposed improvements. Assumes 5 meetings x 8 hrs per meeting = 40 hrs
2.11	**Drainage**	LS	Task Total --->		618	0	0	0	0	0	0	618	618	
	*Drainage and Floodplain Analyses and Pond Siting Report **	*Per Mile*	*1*	*528*	*528*							528	*528*	12 Basins, 3 alternative ponds per each basin. Design Level PSR, 5 Alternatives per basin, Combination of dry and wet ponds depending on the soil report. Selected Pond Sites modeled for recovery utilizing geotech boring or existing permit info. Pond Shapes in Microsation. Planning level cross sections. Does not include construction details. 36 hours per basin for PSR for evaluating 5 Alternatives . Existing permit research and one (1) meeting with SJRWMD. Includes 1 field review and 1 drainage coordination meeting with CFX. Perform Existing condition evaluation and proposed condition evaluationfor 3 alternate pond sites. Perform floodplain impact analysis at the Econlockhatchee river bridge crossing and its tributaries. Perform pond sites analysis and floodplain impact compensation analysis in the proposed ponds. Cost estimate analysis for alternative pond sites. Provide summary of recommended pond sites. Perform Seasonal High Water Analysis using the soil borings report.= 528 hours
	*Location Hydraulics Report **	*LS*	*1*	*90*	*90*							90	*90*	13 Existing cross drains and 1 bridge structure, design level LHR. Identify and list all existing cross drains for it size, length and flow lines information. Perform proposed cross drain analysis based on recommended typical sections, using HY8 software. Identify and list existing bridge crossing. Perform preliminary analysis for proposed bridge improvement. The analysis includes 50 year, 100 year and 500 year stages in the river and flood stage increment compare to existing condition for each cross drain. Provide recommendation summary table for proposed cross drain size and length based on the analysis. 13 existing cross drains 6 hours to perform existing and proposed condition analysis. 1 bridge structure 12 hours to conduct existing and proposed condition analysis. (13 culverts x 6 hours) + (1 bridge x 12 hours) = 90 hours.
2.12	**Concept Plans**	LS	Task Total --->		2241	0	0	0	0	0	0	2241	2241	
	*Base Map **	*Sheet*	*38*	*7*	*266*							266	*266*	Cut and label sheets: @100 scale - 24 sheets (SR 50) + 14 sheets for cross streets = 38 sheets x 7 hours per sheet: 266
	*Alternative Concept Plan **	*Sheet*	*1*	*1590*	*1590*							1590	*1590*	Prepare concept plans for 5 alternatives: Includes prepares shapes and labeling: 5 alts x (24+7 sheets) x 8 hours per sheet: 1240 hours + profile sheets: 7 sheets x 10 hours per sheet hours per alternative x 5 alternatives = 350

2. ENG ANALYSIS & REPORTS

2/24/2015

Task No.	Task	Units	# of Units	Hours / Unit	Metric	Stantec	MRG	SEARCH	ACA	WBQ	TI	check	Hours	Comments
	*Preferred Alternative **	*Sheet*	*1*	*385*	*385*							385	*385*	Includes preparation of the concept plans of the recommended alternative after its been refined, will be submitted with PER prior to public hearing. @100 scale: (24+ 14 sheets) + key sheet + layout sheet + profiles (12 sheets) = 52 sheets x 5 hours per sheet = 260 + structures concept plans: includes typical section + plan and profile sheet 10 bridges x 12.5 hours per bridge:125 hours
2.13	**Typical Section Package ***	LS	1	52	52							52	52	12 hours for first typical + 5 hours per typical sections: 5x 8= 40 + 12 = 52; Assuming 2 roadway typical section and 7 bridge typicals
2.14	**Design Exception and Variation**	LS	Task Total --->		0	0	0	0	0	0	0	0	0	
	Identify Design Exceptions and Variations	*LS*	*1*	*0*								0	*0*	N/A
	*Prepare Design Exception and Variation Package(s) **	*EA*	*0*	*0*								0	*0*	N/A
2.15	**Multi-modal Accommodations ***	EA	1	0								0	0	N/A
2.16	**Park and Ride Lots**	EA	0	0								0	0	N/A
2.17	**Maintenance of Traffic ***	LS	1	216	150	66						216	216	Conceptual MOT options will be developed to the level necessary to perform a fatal flaw analysis of the constructability of the recommended build alternative
2.18	**Comparative Analysis and Evaluation Matrix ***	LS	1	120	120							120	120	1 Matrix per interchange x 2 (SR 408 & SR 520) x 25 hours 1 corridor Alternative evaluation : 70 hours Evaluation will include numerical/descriptive matrices evaluating impact analysis, cost comparisson, evaluation of anticipated benefits, etc, for engineering, envirionmental, socio-economic and cost parameters.
2.19	**Selection of Preferred Alternative(s) ***	LS	1	6	6							6	6	Coordination with CFX and FDOT, final evaluation
2.20	**Value Engineering Study**	EA	0	0								0	0	N/A
2.21	**Risk Management**	LS	1	0								0	0	N/A
2.22	**Construction Cost Estimates ***	LS	6	24	96	48						144	144	Based on CFX per mile estimates
2.23	**Right of Way Cost Estimates**	LS	Task Total --->		96	0	0	0	0	0	0	96	96	
	*Notes and Maps for Estimate **	*LS*	*1*	96	96							96	96	Preparation of information needed for GEC to prepare R/W cost estimate: identify parcel, calculate R/W impacts per parcel for 2 alternatives for the Alts Workshop + final alternative for the public hearing: 6 for initial setup + 30 hours per alternative = 6 + 30x3
	*Preparation Cost Estimate **	*LS*	*1*	0								0	0	N/A
2.24	**Preliminary Engineering Report (PER)**	LS	Task Total --->		420	0	0	0	0	0	0	420	420	
	*Draft **	*LS*	*1*	280	280							280	280	
	*Final **	*LS*	*1*	140	140							140	140	
2.25	**Other Engineering Services**	LS	Task Total --->		30	0	0	0	0	0	0	30	30	
	*IMR/IJR Reports **	*LS*	*1*	0								0	0	N/A
	*Intelligent Transportation Systems **	*LS*	*1*	30	30							30	30	Identify potential ITS features
	*Existing Signage Inventory **	*LS*	*1*	0								0	0	N/A
	Engineering Analysis and Report Subtotal				5843	1138	0	0	0	0	0	6981	6981	
2.26	**Quality Assurance / Quality Control**	LS	%	5%	292	57	0	0	0	0	0	349	349	
	ENGINEERING ANALYSIS AND REPORT TOTAL HOURS				6135	1195	0	0	0	0	0	7330	7330	

NOTE: * subject to QC

3. ENVIRON. ANALYSIS & REPORTS

2/24/2015

Estimator:	Name													SR 408 PD&E Study from SR 50 to SR 520 001064
Task No.	Task	Units	# of Units	Hours / Unit	Metric	Stantec	MRG	SEARCH	ACA	WBQ	TI	check	Hours	Comments
	Sociocultural Effects													
3.1	**Land Use Changes ***	LS	1	24	24							24	24	Standard SOS per PD&E manual. No SCE Technical memorandum will be prepared.
3.2	**Social ***	LS	1	24	24							24	24	Standard SOS per PD&E manual. No SCE Technical memorandum will be prepared.
3.3	**Economic ***	LS	1	12	12							12	12	Standard SOS per PD&E manual. No SCE Technical memorandum will be prepared.
3.4	**Mobility ***	LS	1	24	24							24	24	Standard SOS per PD&E manual. No SCE Technical memorandum will be prepared.
3.5	**Aesthetics ***	LS	1	18	18							18	18	Standard SOS per PD&E manual. No SCE Technical memorandum will be prepared. No Graphics or figures will be prepared.
3.6	**Relocation Potential**	LS	Task Total --->		100	0	0	0	0	0	0	100	100	North and south SR 50 adjacent alignments could result in considerable relocations required for both residences and businesses, with at least 30 sites needing evaluation
	*Conceptual Stage Relocation Plan **	*LS*	1	60	60							60	60	*CFX will provide R/W cost esimate- MEI to provide impacts estimate*
	*Review and Impact Determination **	*LS*	1	40	40							40	40	
	Cultural Resources													
3.7	**Archaeological and Historical Resources**	LS	Task Total --->		0	0	0	778	0	0	0	778	778	*See Attached scope details*
	Research Design Methodology As Required	*LS*	*1*	*0*								0	*0*	
	*Cultural Resource Assessment Survey (CRAS) **	*LS*	*1*	*738*				*738*				738	*738*	Low and moderate probability shovel testing (100m and 50m intervals) = ~440 STs Includes architectural history survey fieldwork, preparation of Historic Resources Table, and development of significance evaluations (~40 historic parcels according to Property Appraiser) 1 Resource Form (including required maps and photos) for each identified site/structure (40 structures + 2 previously recorded resource groups + 2 historic bridges) + 1 Survey Log sheet for project = est 45 forms Includes coordination for utility locates, background research, preparation of report text, field and report graphics, laboratory analysis of recovered artifacts, technical editing, quality control, quality assurance, clerical support, project administration (progress reports, team teleconferences)
	Pond Site Technical Memorandum	*LS*	*1*	*40*				*40*				40	*40*	Desktop analysis of pond alternatives followed by CRAS report for fieldwork on on recommended ponds
	Determination of Eligibility (DOE) As Required	*LS*	*0*	*0*								0	*0*	
	*Case Study Report **	*LS*	*1*	*0*								0	*0*	
	*Memorandum of Agreement (MOA) **	*LS*	*1*	*0*								0	*0*	
	Historic Resources, Section 4(f) Evaluation	*LS*	*1*	*0*								0	*0*	
	Section 106 Consultation Meetings	*LS*	*1*	*0*								0	*0*	
	Native American Coordination Meeting	*LS*	*1*	*0*								0	*0*	
	Section 106 Public Involvement	*LS*	*1*	*0*								0	*0*	
	Cultural Resource Committee Meetings	*LS*	*1*	*0*								0	*0*	
3.8	**Recreational, Section 4(f)**	LS	Task Total --->		0	0	0	0	0	0	0	0	0	This report is not required for a SEIR. If Potential Section 4(f) sites are identified, they will be noted as potential concerns for future use of federal funding
	*Section 4 (f) Applicability "de minimus" **	*EA*	*0*	*0*								0	*0*	
	*Section 4 (f) Applicability **	*EA*	*0*	*0*								0	*0*	
	*Section 4 (f) Evaluation **	*EA*	*0*	*0*								0	*0*	
	Natural Resources													
3.9	**Wetlands and Essential Fish Habitat**	LS	Task Total --->		284	0	0	0	0	0	0	284	284	
	Data Collection - Wetlands	*LS*	*1*	*96*	*96*							96	*96*	24 hours research + 8 hours travel time (combined travel for 2 staff members) for 4 day= 64 hours field work (2 staff times 8 hours/day x 4 days) - Due to 7 miles, wide corridor (SR 50) plus 1 day per additional corridor, numerous wetlands. Wetlands field located but not formal delineation.
	Data Collection - Essential Fish Habitat Assessment	*LS*	*1*	*4*	*4*							4	*4*	Confirm no EFH as per SOS
	*Conceptual Mitigation Plan **	*LS*	*1*	*16*	*16*							16	*16*	Identification of the location and type of wetland mitigation will likely be critical for community support, so at least a conceptual plan would be needed
	*Analysis & Report - Essential Fish Habitat **	*LS*	*1*	*0*								0	*0*	Not required per scope

3. ENVIRON. ANALYSIS & REPORTS

2/24/2015

Task No.	Task	Units	# of Units	Hours / Unit	Metric	Stantec	MRG	SEARCH	ACA	WBQ	TI	check	Hours	Comments
	*Evaluation & Report - Wetlands **	*LS*	*1*	*168*	*168*							168	*168*	Numerous high-quality wetlands, potential impacts to wetlands are already a point of controversy, may affect permitability of project by agencies. Will be combined with ESBA. Include UMAM Part II, coordination with USACE & SJRWMD for prelim permit coordination
3.10	**Water Quality ***	LS	1	8	8							8	8	Typical scope
3.11	**Special Designations ***	LS	1	12	12							12	12	Will need to evaluate potential impacts for Econlockhatchee River, Bosserman, Hal Scott, Pine Lilly, Evans, Nunnally, Long Branch and SJRWMD lands
3.12	**Wildlife and Habitat**	LS	Task Total ---->		168	0	0	0	0	0	0	168	168	Potential species include gopher tortoise, bald eagle, red cockaded woodpecker, snail kite, scrub jay, caracara, wood stork, sand skink, eastern indigo snake. Assumes no species specific surveys will be required, no USFWS concurrence needed. Includes submittal of technical assistance request to USFWS.
	Data collection	*LS*	*1*	*100*	*100*							100	*100*	Includes GIS and file review, field habitat assessments for suitability.
	*Analysis and report **	*LS*	*1*	*60*	*60*							60	*60*	Will be combined with WER. Includes identification of wood stork CFA, potential for 25 or more GT burrows.
	*Conservation Measures and Mitigation Plan **	*LS*	*1*	*8*	*8*							8	*8*	Anticipated scope is limited to broad statements concerning use of mitigation banks, construction criteria to minimize impacts, and permit requirements.
3.13	**Identify Permit Conditions ***	LS	1	4	4							4	4	Typical scope
3.14	**Farmlands ***	LS	1	4	4							4	4	Confirm no farmlands as per SOS
	Physical Effects													
3.15	**Noise**	LS	Task Total ---->		0	692	0	0	0	0	0	692	692	
	Data collection, and field work	*LS*	*1*	*108*		*108*						108	*108*	*The noise analysis will be conducted in accordance with Chapter 17 of Part 2 of the FDOT PD&E Manual. The field measurements will require four staff to conduct measurements at three sites (4 staff*4 hrs/site*3 sites). This task will also include travel to project site (4 staff*8hrs/staff) and other non-field data collection (16 hrs). Model validation will be conducted for each field site (3 sites*4hrs/site).*
	*Analysis **	*LS*	*1*	*496*		*496*						496	*496*	*This task will include 8 hrs to participate in project update teleconferences and other project-related teleconferences. A qualitative corridor analysis will be conducted to provide a comparative assessment of noise impacts for up to three corridor alternatives (16 hrs). Develop Traffic Noise Model input data and evaluate the existing conditions, No-Build Alternative and one recommended Build Alternative. Conduct detailed traffic noise barrier analyses for Noise Sensitive Areas (NSAs) within 300 feet of the project corridor between the SR 408/SR 50 interchange and the SR 50/SR 520 interchange. Identified Residential NSAs include the following: Six (6) first and second-row single-family home (SFH) communities = 24 hrs/each; three (3) mobile-home parks = 24 hrs/each and six (6) individual SFHs = 16 hrs/each. Identified Non-Residential NSAs include two (2) hotels = 24 hrs/each and five (5) restaurants w/outdoor eating areas = 16 hrs/ each. Prepare traffic data from project's DTTM for noise analysis = 32 hrs.*
	*Report **	*LS*	*1*	*88*		*88*						88	*88*	*72 hrs. to submit the 1st Draft NSR; 16 hrs. to respond to a maximum of one(1) set of QA/QC comment reviews and submit Final NSR.*
3.16	**Air Quality**	LS	Task Total ---->		0	12	0	0	0	0	0	12	12	
	*Screening Analysis **	*LS*	*1*	*12*		*12*						12	*12*	*Assumes screening test but no modeling required*
	*Air Quality Modeling * As Required*	*LS*	*1*	*0*								0	*0*	
3.17	**Construction Impact Analysis ***	LS	1	2	2							2	2	Typical scope
3.18	**Contamination**	LS	Task Total ---->		152	0	0	0	0	0	0	152	152	
	Field Data	*LS*	*1*	*32*	*32*							32	*32*	Per scope - 8 hours setup + 24 hours for projects over 10 miles (comprised of two separate alignments N and south of SR 50)
	*Analysis/Report **	*LS*	*1*	*120*	*120*							120	*120*	40 hours for report, 11 potentially contaminated sites , 6 permitted sites preliminarily identified. Assuming 15 potentially contaminated sites (4 hours each), 10 permitted sites (2 hours each).
	Environmental Reports													
3.19	**Class of Action Determination ***	LS	1	0								0	0	
3.20	**CATEX Type II * (if not part of 3.19 - Class of Action Determination)**	LS	1	0								0	0	
3.21	**SEIR * (if not part of 3.19 - Class of Action Determination)**	LS	1	200	200							200	200	Report required to justify complex project with new corridor, possible co-location, potential impacts to surrounding natural lands and rural community and current public opposition
3.22	**Environmental Assessment ***	LS	1	0								0	0	

3. ENVIRON. ANALYSIS & REPORTS

2/24/2015

Task No.	Task	Units	# of Units	Hours / Unit	Metric	Stantec	MRG	SEARCH	ACA	WBQ	TI	check	Hours	Comments
3.23	FONSI *	LS	1	0								0	0	
3.24	Draft EIS *	LS	1	0								0	0	
3.25	Final EIS *	LS	1	0								0	0	
	Environmental Analysis and Report Subtotal				1036	704	0	778	0	0	0	2518	2518	
3.26	Quality Assurance / Quality Control	LS	%	5%	52	35	0	39	0	0	0	126	126	
	ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS				1088	739	0	817	0	0	0	2644	2644	
NOTE: * subject to QC														

4. MISCELLANEOUS

2/24/2015

Estimator:	Name													SR 408 PD&E Study from SR 50 to SR 520
														001064
Task No.	**Task**	**Units**	**# of Units**	**Hours / Unit**	**Metric**	**Stantec**	**MRG**	**SEARCH**	**ACA**	**WBQ**	**TI**	check	**Hours**	**Comments**
4.1	**Contract and Project Files**	LS	1	128	128							128	128	20 Hours intial setup + 6 hours per month for maintenance x 18 months
4.2	**Project Management Meetings and Coordination**	LS	1	504	444	60						504	504	2 progress meeting per month x 2 staff x (5 hours per meeting) x 18 months: 360 hours 4 hours x 2 staff per month for other coordination activities x 18 months: 144
4.3	**Additional Services**	LS	Task Total --->		90	0	0	0	0	318	296	704	704	
	4. Roadway Analysis	*LS*	*1*	*0*								0	*0*	
	5. Roadway Plans	*LS*	*1*	*0*								0	*0*	
	6. Drainage Analysis	*LS*	*1*	*0*								0	*0*	
	8. Environmental Permits	*LS*	*1*	*90*	*90*							90	*90*	*Preparing environmental analysis for corridor verification report pertaining to all environmental focal areas*
	27. Survey	*LS*	*1*	*318*						*318*		318	*318*	*See attached for details*
	28. Photogrammetry	*LS*	*1*	*0*								0	*0*	*See attached for details*
	29. Mapping	*LS*	*1*	*0*					*0*			0	*0*	
	30. Geotechnical	*LS*	*1*	*296*							*296*	296	*296*	*See attached for details*
	MISCELLANEOUS TOTAL HOURS				**662**	**60**	**0**	**0**	**0**	**318**	**296**	1336	**1336**	

Centennial FDOT 1915 ★ 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

January 22, 2015

Manuel A. Benitez, PE, President
METRIC ENGINEERING, INC.
13940 SW 136th Street, Suite 200
Miami, Florida 33186

Dear Mr. Benitez:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.4.1 - Standard Foundation Studies

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel

Group 13 - Planning

- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering
- 13.7 - Transportation Statistics

Your overhead audit has been approved, enabling your firm to compete for projects advertised at the unlimited level with estimated fees of any dollar amount. This status shall be valid until December 31, 2015, for contracting purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	141.02%	99.39%	0.068%	Excluded	7.87% (Home) 28.77% (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 408 PD&E Study from SR 50 to SR 520
County: Orange
Contract No 001064
FAP No: N/A

Fee Sheet - STANTEC

Consult. Name: Stantec Consulting Services, Inc
Consult. No. enter consultants proj. number
Date: 2/24/2015
Estimator: Robert Carballo

2/24/2015

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer	Senior Engineer	Senior Project Engineer	Specialist	Senior Scientist	Designer							SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$116.11	$75.02	$52.65	$87.50	$48.40	$34.32	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
Public Involvement	28	8	0	0	0	20	0	0	0	0	0	0	0	28	$1,897	$67.75
Engineering Analysis & Report	1,195	60	179	541	0	0	415	0	0	0	0	0	0	1,195	$63,122	$52.82
Environmental Analysis & Reports	739	35	0	0	261	443	0	0	0	0	0	0	0	739	$48,343	$65.42
Miscellaneous	60	9	9	30	12	0	0	0	0	0	0	0	0	60	$4,350	$72.49
Total Staff Hours	2,022	112	188	571	273	463	415	0	0	0	0	0	0	2,022		
Total Staff Cost		$13,004.32	$14,103.76	$30,063.15	$23,887.50	$22,409.20	$14,242.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$117,710.73**	$58.22

Check = $117,710.73

SALARY RELATED COSTS:			$117,710 73
OVERHEAD:	175.19%		$206,217 43
FCCM (Facilities Capital Cost Money):	0.00%		$0 00
OPERATING MARGIN:	11 70%		$37,899 59
EXPENSES:	7.87%		$9,263 83
SALARY RELATED SUBTOTAL:			**$371,091.58**
Survey (Field - if by Sub) 0.00	4-man crew days	$ - / day	$0 00
SUBTOTAL - SUBCONSULTANT			**$371,091.58**
Optional Services			$0 00
SUBCONSULTANT TOTAL ESTIMATED FEE:			**$371,091.58**

Note:

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

Centennial FDOT 1915★2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

January 22, 2015

Roberto Carballo, Vice President
STANTEC CONSULTING SERVICES, INC.
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134

Dear Mr. Carballo:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.4.1 - Standard Foundation Studies

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering
- 13.7 - Transportation Statistics

Group 14 - Architect

Group 15 - Landscape Architect

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Indirect Cost	175.19%	133.11%	0.285%	Excluded	18.91% (Home) 11.21 (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 408 PD&E Study from SR 50 to SR 520
County: Orange
Contract No 001064
FAP No.: N/A

Fee Sheet - MRG

Consult. Name: Media Relations Group, LLC
Consult No. enter consultants proj number
Date: 2/24/2015
Estimator: Alicia Gonzalez

2/24/2015

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Public Information Manager	Public Information Officer A	Public Information Officer B	Graphic Designer	Contract Coord./Asst. PIO								SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$93.75	$30.00	$28.77	$31.50	$26.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
Public Involvement	768	39	307	230	77	115	0	0	0	0	0	0	0	768	$24,956	$32.50
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	768	39	307	230	77	115	0	0	0	0	0	0	0	768		
Total Staff Cost		$3,656.25	$9,210.00	$6,617.10	$2,425.50	$3,047.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$24,956.35**	**$32.50**

Check = $24,956.35

Note:
1 This sheet to be used by Subconsultant to calculate its fee

SALARY RELATED COSTS:			$24,956.35
OVERHEAD:	136.74%		$34,125.31
FCCM (Facilities Capital Cost Money):	0.000%		$0.00
OPERATING MARGIN:	12.00%		$7,089.80
EXPENSES:	1.71%		$426.75
SALARY RELATED SUBTOTAL:			**$66,598.21**
Survey (Field - if by Sub) 0.00	4-man crew day: $ -	/ day	$0.00
SUBTOTAL - SUBCONSULTANT			**$66,598.21**
Optional Services			$0.00
Public Involvement Expenses:			$35,000.00
SUBCONSULTANT TOTAL ESTIMATED FEE:			**$101,598.21**

Last Updated: 2/18/15

Media Relations Group, LLC
Central Florida Expressway Authority (CFX) SR 408 Eastern Extension PD&E Study
Contract# 001064

ESTIMATED EXPENSE DESCRIPTION	QUANTITY	RATE	TOTAL	COMMENTS
Printing color (8.5 x 14)	120	$ 0.50	$ 60.00	Meeting Collateral for multiple meetings including 3 Milestone Meetings (Sign-In Sheets)
Printing color double sided (8.5 x 11)	1200	$ 0.90	$ 1,080.00	Meeting Collateral for 3 meetings and other mutiple meetings (Hand-Outs/Fact Sheets)
Printing black and white double-sided (8.5 x 11)	3000	$ 0.12	$ 360.00	Flyers for Distribution (English and Spanish) - Estimate for 3 Milestone Meetings
Printing Color double sided (11 x17)	200	$ 0.12	$ 24.00	Copies of Public Hearing Transcipt
Printing Color double sided (8.5 x 11)	300	$ 1.80	$ 540.00	
Printing Color double sided (11 x17)	2000	$ 0.90	$ 1,800.00	Project Binder, including mailing lists
Printing Color double sided (11 x17)	100	$ 1.80	$ 180.00	
Postage for property owners letters***	5,000	$ 1.80	$ 9,000.00	Bi-lingual Newsletters (3 Milestone Meetings + 1 mailing)
Postage for Elected Officials letters	1,000	$ 0.49	$ 490.00	Estimate for 3 Milestone Meetings
Court Reporter (3 hours)	1	$405.00	$ 405.00	Orange Legal ($180.00 + $112.50 + $112.50)
Transcripts	100	$5.95	$ 595.00	Orange Legal (100 pages, package and delivery)
Litigation Package and Delivery	1	$55.00	$ 55.00	
Off-Duty Security (3 hours)	3	$42.00	$ 126.00	Orange County Sheriff's Office
Advertisement Cost (Orlando Sentinel - Orange Zone) ***	1	$ 2,437.96	$ 2,437.96	Public Kickoff Ad (Thursday, 1/2 Page)
Advertisement Cost (Orlando Sentinel - Orange Zone) ***	1	$ 2,437.96	$ 2,437.96	APW Ad (Thursday, 1/2 Page)
Advertisement Cost (Orlando Sentinel) *** 1st Run	1	$ 2,437.96	$ 2,437.96	Public Hearing Ad (Thursday, 1/2 Page)
Advertisement Cost (Orlando Sentinel) ***2nd Run	1	$ 2,409.75	$ 2,409.75	Public Hearing Ad (Sunday, 1/2 Page)
Advertisement Cost (Orlando El Sentinel) *** 1st Run	1	$ 1,981.35	$ 1,981.35	Public Hearing Ad (Saturday, 1/2 Page)
Advertisement Cost (Orlando El Sentinel) ***2nd Run	1	$ 1,981.35	$ 1,981.35	Public Hearing Ad (Saturday, 1/2 Page)
FAR Advertisement	1500	$ 0.19	$ 285.00	Estimate for 3 Meetings
Public Meeting Boards (36' x 72')	6	$ 162.00	$ 972.00	Meeting Display Boards
Public Meeting Boards (24' x 36')	20	$ 54.00	$ 1,080.00	Meeting Collaterals Boards/Signage
Translation Services	8000	$ 0.22	$ 1,760.00	Translating text from English to Spanish (All required collaterals)
Meeting Venue ***	12	$ 150.00	$ 1,800.00	The Bithlo Community Center ($50 per hour for 3 hours per meeting)
Miscellaneous	1	$ 701.67	$ 701.67	
ESTIMATED EXPENSE TOTAL			**$ 35,000.00**	

** Possible Venues have been vetted within close proximity to the project's corridor. Recommdended option shown.*

*** Rates are subject to change per 2015 rate sheet*

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

This Office has completed the review of the self-certification information submitted by Media Relations Group, LLC for the period ending December 31, 2013. The rates we have accepted are listed below. Advertising and Marketing expenses in the amount of $4,600 were removed from the rate calculation per FAR 31.205-1. Also, Finance charges in the amount of $12,209 were removed per FAR 31.205-20. Direct Expense rates are no longer part of our prequalification process regarding approval of rates for self-certifications.

REVIEW OF SELF-CERTIFICATION

CONSULTANT NAME	Media Relations Group, LLC	*F/Y Ended*	12/31/13	*Prequalificati on Expires*	
CPA'S NAME	Self-Certification	*DATE OF RECEIPT*	8/22/14	*Cert. DATE*	8/22/14

REPORT STATUS

ACCEPTED	*REJECTED*	*OT PREMIUM*
X		Reimbursed (Excl or Reimb)

COST BASED RATES

OVERHEAD

Home	*Field*	*FCCM*	*Published Fee Schedule*
136.74%		0.128%	

Jeffrey B. Owens
Procurement Office
Florida Department of Transportation
850-414-4539
jeffrey.owens@dot.state.fl.us

Please note that Florida has a broad public records law and that all correspondence, including e-mail, may be subject to disclosure.

Are you doing your part for Florida? Report FRAUD... 1-800-255-8099! With your help, we all benefit.

Media Relations Group, LLC

Alicia Ana Gonzalez
President

18001 Old Cutler Road, Suite 459
Palmetto Bay, Florida33157
Telephone 305 254 8598
Cellular 786 280 6645
Fax 305 256 1613
agonzalez@mrgmiami.com

January 19, 2015

Central Florida Expressway Authority (CFX)
SR 408 Eastern Extension PD&E Study
Contract# 001064

This is to certify that the billing rates or fee schedules contained hereon are our audited rates for such services and that the method used to arrive at the rates are the same as for both public and private sector clients comply with the Department's requirement on overhead audits.

MRG's accounting system has been accepted and approved by the Department on August 22, 2014 and considers the rates listed below as acceptable rates for qualification purposes.

Overhead Rate	Home Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expenses
	136.74%		Reimbursed	1.71%

CLASSIFICATION	EMPLOYEE	RAW RATE	AVERAGE	Overhead	O.M.	LOADED RATE
Public Information Manager (PIM)	Alicia Gonzalez	$ 93.75	$ 93.75	136.740%	12.000%	$ 248.58
Public Information Officer A (PIO)	Valerie Tutor	$ 30.00	$ 30.00	136.740%	12.000%	$ 79.54
Public Information Officer B (PIO)	Lauren Hatchell	$ 28.77	$ 28.77	136.740%	12.000%	$ 76.28
Graphic Designer	Paulette Summers	$ 31.50	$ 31.50	136.740%	12.000%	$ 83.52
Contract Coordinator/Asst. PIO	Dilcia Salinas	$ 26.50	$ 26.50	136.740%	12.000%	$ 70.26

Should you have any questions, please feel free to contact me at 786-280-6645.

Alicia Ana Gonzalez — January 19, 2015

Alicia Gonzalez
President

Date

CFX SR 408 PDE

Media Relations Group

Public Involvement Expenses Backup

Printing

8.5 x 11 – Black and White

8.5 x 11 – Color

11 x 17 – Black and White

11 x 17 – Color

8.5 x 14 - Color

MRG In-House Printing

Media Relations Group, LLC

18001 Old Cutler Road, Suite 459
Palmetto Bay, Florida 33157
Telephone 305 254 8598
Fax 305 256 1613
agonzalez@mrgmiami.com

Media Relations Group, LLC
2015 In-House Printing Price Sheet

Black and White Copies:

8 ½ x 11 one side – $0.06
8 ½ x 11 double-sided – $0.12
8 ½ x 14 one side – $0.07
8 ½ x 14 double-sided – $0.14
11 x 17 one side – $0.12
11 x 17 double-sided – $0.24
12 x 18 one side – $0.25
12 x 18 double-sided – $0.50

Color Copies:

8 ½ x 11 one side – $0.45
8 ½ x 11 double-sided – $0.90
8 ½ x 14 one side – $0.50
8 ½ x 14 double-sided – $1.00
11 x 17 one side – $0.90
11 x 17 double-sided – $1.80
12 x 18 one side – $1.00
12 x 18 double-sided– $2.00

Additional charges may apply for specialty paper.

Mailout Postage

MRG In-House Postal Service

Media Relations Group, LLC
18001 Old Cutler Road, Suite 459
Palmetto Bay, FL 33157
305-254-8598
Email: accounting@mrgmiami.com

Receipt

Sold To:
Metric Engineering # 131402

13940 SW 136 ST, Suite 200
Miami, FL 33186

Please make checks payable to:
Media Relations Group, LLC

Date: 09-19-14

QUANTITY	DESCRIPTION	UNIT PRICE	PRICE
367	Postage for Mailer	[redacted]	179.83
24	Postage for EO and AO	0.49	11.76
		SUBTOTAL	$191.59
		SALES TAX	N/A
		SHIPPING & HANDLING	N/A
		TOTAL	**$191.59**

If you have any questions concerning this invoice, please contact

Pilar Shirazi Tel: 786-607-3005
THANK YOU FOR YOUR BUSINESS!

Court Reporter

Meeting Attendance

Meeting Transcripts

Orange Legal

ORANGE LEGAL
SERVICE. SOLUTIONS. SUPPORT.

633 E. Colonial Dr.
Orlando, FL 32803
800-275-7991
855-867-4545
www.orangelegal.com

January 15, 2015

Media Relations Group (MRG)
18001 Old Cutler Road
Suite 459
Palmetto Bay, FL 33157

RE: Extension of SR 408 Expressway from the SR 50 interchange to SR 520
Quote for Orange Legal Services

Our Meeting rates are listed below. Please feel free to let me know if you have any other questions and I would be happy to help you.

Meeting Attendance:
$120.00 First Hour
$75.00 Each Additional Hour

Meeting Attendance (Afterhours):
$180.00 First Hour
$112.50 Each Additional Hour

Ordered Transcript:
Original Transcript: $5.95 per page
Litigation Package: $35.00
Black & White Exhibits: $0.50 per page
Color Exhibits: $1.00 per page
Delivery: $20.00

Thank you. Have a great day!

Sincerely,

Amy Gibson
Billing Manager

Meeting Security

Orange County Sheriff's Office

From: Eunice Sanders
Sent: Friday, January 16, 2015 11:21 AM
To: deslyn.Pierre@ocfl.net
Cc: Paulette Summers
Subject: FW: OFF DUTY SECURITY SERVICES - SR 408 EXPRESSWAY - METRIC ENGINEERING
Importance: High

Hello again Deslyn,

It was nice talking to you over the phone, thank you for clarifying that at each time we need of your services, we will need to submit a new application for approval to the job coordinator.

Thank you,

EUNICE SANDERS GONZALEZ
Administrative Assistant - APIO
Media Relations Group, LLC
786-607-3007
mrgmiami.com
Celebrating 15 years of innovative public information

From: Eunice Sanders
Sent: Friday, January 16, 2015 9:51 AM
To: deslyn.pierre@ocfl.net
Cc: Paulette Summers
Subject: OFF DUTY SECURITY SERVICES - SR 408 EXPRESSWAY - METRIC ENGINEERING

Good morning Deslyn,

Thank you for providing some needed information discussed over the phone.

We are looking to hire off-duty security deputies in the area of Central Florida within the jurisdiction of Orange County Sheriff's Office. We are estimating approximately 8 scheduled public meetings and some additional unscheduled meetings through coordinating meetings with HOA's – the schedule key milestones is 17 months from now with a Public Hearing scheduled around March 2016.

Once we have obtained the exact dates of the public meetings, we will provide all information requested in the business application form attached by e-mail and fax # 407-254-7413 for your review . Please confirm the following are the most recent rates.

$38.00 /hour - four hours or more (minimum rate)
$42.00/hour - less than four hours

Looking forward to hearing from you and thank you very much!

Have a good weekend.

EUNICE SANDERS GONZALEZ
Administrative Assistant - APIO
Media Relations Group, LLC
18001 Old Cutler Road, Suite 459
Palmetto Bay, FL 33157
Office: 305-254-8598
Direct: 786-607-3007
esanders@mrgmiami.com
Celebrating 15 years of innovative public information

¼ B/W Meeting Advertisement in Local Paper

Orlando Sentinel/El Sentinel

From:	Paulette Summers
To:	Paulette Summers
Subject:	Orlando Sentinel / El Sentinel
Date:	Thursday, January 22, 2015 10:39:47 AM
Attachments:	image001.png 2015 General Orange-Seminole Rate Card.pdf

---

From: Gibbons, Shirley M [mailto:SGibbons@orlandosentinel.com]
Sent: Thursday, January 22, 2015 10:32 AM
To: Paulette Summers
Subject: RE: Orlando Sentinel / El Sentinel

Hi Paulette –

Attached is the Zoned Rate card that applies for Orange or Seminole County. From our discussion, the project area is in Orange County. The Orange Zoned edition publishes on Thursdays and Sundays.

Pricing is as follows:

Orange Zone

Quarter Page, b/w
Thursday - $ 1,381.15 gross / $1,174.06 net
Sunday - $ 1,417.50 gross / $1,204.87 net

Half Page, b/w
Thursday – $ 2,762.31 gross / $ 2,437.96 net
Sunday - $ 2,835.00 gross / $2,409.75 net

If you need anything else, please let me know.

Thank you.

Shirley Gibbons
Key Account Manager
Orlando Sentinel Media Group
PH: (407) 420-5332
FX: (407) 418-4120
sgibbons@orlandosentinel.com

tribune
PUBLISHING

From: Gibbons, Shirley M
To: Paulette Summers
Subject: Orlando Sentinel / El Sentinel
Date: Tuesday, January 20, 2015 5:11:23 PM
Attachments: image001.png
2015 General Broadsheet Rate Card.pdf
2015 General El Sentinel Rate Card.pdf

Hi Paulette –

Attached are the Rate Cards for El Sentinel.

Pricing is as follows:

If you run Thursday and Sunday, I would give a 25% discount on the second ad (whether you go Thursday/Sunday or Sunday/Thursday).

El Sentinel
(publishes Saturday)

Quarter page, b/w - $1,165.50 gross / $990.67 net

Half Page, b/w - $ 2,331 gross / $1,981.35 net

If I can assist further, please let me know.

Thank you.

Shirley Gibbons
Key Account Manager
Orlando Sentinel Media Group
PH: (407) 420-5332
FX: (407) 418-4120
sgibbons@orlandosentinel.com

tribune PUBLISHING

Florida Administrative Register Ad

FLORIDA DEPARTMENT OF STATE
Ken Detzner, Secretary of State
Administrative Code
The Gray Building - 500 S. Bronough Street, Tallahassee, Fl. 32399-0250 - (850)245-6270

Billed to:
Other Agencies and Organizations
Department of Transportation, MRGMIAMI
18001 Old Cutler Road, Suite 407
Palmetto Bay, FL 33157
Attn: Melissa Jacobs

Account: 1375 **Invoice Date: 05/27/2014** **Invoice Number: 404010**

	P.O. #	Publication in Florida Administrative Register	#units	$each	Extension
1	101302- NW 57 Avenue RRR	Vol/No: 40/100, May 22, 2014, Notice ID: 14540414	341	0.19	$64.79
2	081304 95X3 CDC	Vol/No: 40/98, May 20, 2014, Notice ID: 14574558	292	0.19	$55.48

Invoice # must appear on all checks and correspondence. Please pay balance due: **$120.27**
F.E.I.D. number: F 59-3466865 ***Net Due - 15 days - No Discount***

Meeting Signage

Titan Repro (24"x 36" and 36"x72")

From: Paulette Summers
To: Paulette Summers
Subject: Estimate 52 from Titan Repro
Date: Monday, December 15, 2014 9:36:23 AM

From: Edwin Palagar [mailto:edwin@titanrepro.com]
Sent: Monday, December 15, 2014 9:34 AM
To: Paulette Summers
Subject: RE: Estimate 52 from Titan Repro

36" x 72" = $54.00 (Foam Board only {$3.00 psqft.})

36" x 72" = $108.00 (Prints only {$6.00 psqf.t}) Gloss or Matte

24" x 36" = $36.00 (full color on either matte or gloss) per
prints 24" x 36" = $18.00 (coated foam board)
Total = $54.00 each

Thank you for your request.

Eddie Palagar

Thank you for your business!

TITAN
REPRO

Titan Repro
13018 SW 85th Ave. Rd.
Miami, FL 33156
Ph: 305-251-6018
Fax: 305-251-6906

Translation Services

QUOTE for Translation Services
Dated 01/26/15

Marilyn Marrero
101 Byrd Hill Court
Cary, NC 27519
786-385-0774
Email: mari.marr@yahoo.com

Media Relations Group, LLC
Att: Paulette Ridgard Summers
18001 Old Cutler Road, Suite 459
Palmetto Bay, FL 33157
305-254-8598

Document Translated Word Count	Ordered by Date Completed	Fee
Proposal for SR 408 Project (Orlando) (English-Spanish) 8000 words @ $0.22/word	Paulette Ridgard Summers 01/26/15	$1,760.00
TOTAL		$1,760.00

Meeting Room

The Bithlo Community Center

ORANGE COUNTY PARKS AND RECREATION

OBJECTIVE: To provide and preserve quality parks and recreation for all, evidenced by positive business relationships, responsible and efficient processes, and customer satisfaction with our services and facilities.

PHONE: 407-836-6200

PARK ADMISSION AND PARKING		**COST**
Where Posted:		
per vehicle , up to 2 passengers.	$	3.00
per vehicle, 3 or more passengers	$	5.00
per passenger, for each passenger beyond 8	$	1.00
Busses and commercial vans, minimum charge	$	10.00
Bicycle, or walking	$	1.00
Boat ramp, per watercraft trailer at improved lots	$	5.00
Boat ramp, annual pass	$	150.00
Day ride, Equestrian Trailer, at improved lots	$	5.00
Entry Fees		
Pool Daily Swim Fee – Per Person	$	2.00
Annual Swim Pass – Per Person	$	60.00
Splash Pads – Per Person Per Session	$	1.00
Fitness & Open Gym, Annual Individual Membership	$	100.00
Fitness & Open Gym, Individual, day rate	$	10.00
General Admission ($2 to $20)	$	as posted

CAMPING AND RELATED FEES		
Site Rental, per night, (6 people, 1 dump, 2 vehicles, power and water)	$	18.00
Site Rental (non County resident)	$	23.00
Primitive Site, per night, (6 people, 1 dump, 2 vehicles, no power or water)	$	15.00
Group Camping Fee (per person, per night, includes entry fee)	$	3.00
Additional person, per night	$	2.00
Additional vehicle, per night	$	3.00
Non-registered sanitary dump fee	$	5.00

Note: A cancellation fee of one night will be charged for all cancellations received less than three days in advance. A processing fee will be charged for all other refunds.

PARKS AND RECREATION (continued)

		COST
GENERAL & ATHLETIC PROGRAM FEES:		
All fee-based programs, per person, per hour	$	2.00
Plus Materials and Service fees, at cost, rounded up to nearest $0.50		
Athletic League / Tournaments, per person, per game hour	$	3.00
Plus Materials and Service fees, at cost, rounded up to nearest $0.50		
Athletic League Forfeitures		
First Forfeiture, per Team	$	20.00
Each Additional Forfeiture, per Team	$	30.00
Summer and Full Week Holiday Programs		
Summer Camp, Full Week Regular Rate	$	80.00
Summer Camp, Each Additional Child Rate	$	75.00
Summer Camp, Reduced Lunch Rate	$	60.00
Summer Camp, Free Lunch Rate	$	50.00
Summer Camp, State Assistance Rate	$	25.00
Daily Fee, Summer & Break, per Child	$	25.00
Non-County Resident Surcharge, per Week	$	20.00
After School Enrichment		
Weekly Fee, per Child	$	30.00
Weekly Fee, Reduced Lunch Rate	$	20.00
Weekly Fee, Free Lunch Rate	$	15.00
Weekly Fee, State Assistance Rate	$	7.50
Daily Fee, per Child	$	10.00
Late Payment, per calendar day	$	5.00
Late Pickup, per person, each 15 minutes late	$	5.00
Miscellaneous Fees		
Membership Card Replacement	$	10.00
Baseball Field Chalking / Painting / Preparation	$	15.00
Soccer / Football Field Preparation	$	30.00
Labor Charge, per staff member, per hour	$	20.00
After-Hours Labor Charge, per staff member, per hour	$	30.00
Vendor Permit, per Sales Point, per Day	$	25.00
Materials & Specialty Items ($1-$50)	$	as posted
Service Fees ($1-$50)	$	as posted
Refund Processing Fee	$	10.00

		COST
PARK FACILITIES RENTAL		
Events / Pavilions / Open Spaces		
Up to 50 People	$	50.00
51 to 100 People	$	75.00
101 to 200 People	$	125.00
201 to 300 People	$	225.00
301 to 400 People	$	350.00
401 to 500 People	$	500.00
Over 501 People, per day	$	1,000.00
Refundable Cleaning / Damage Deposit		
1-100 People	$	75.00
101 People or More	$	rental rate
Recreation Centers, Facilities and Rooms		
SMALL room, less than 500 square feet, per hour	$	25.00
MEDIUM room, 500-1500 square feet, per hour	$	[illegible]
LARGE room, per hour	$	.05/sq ft
Swimming Pool Rental (per hour, after-hours only) plus required Labor Charge	$	175.00
Hockey Court Rental, per hour (includes lighting)	$	20.00
Athletic Field Rental, per hour	$	15.00
Outdoor Basketball / Tennis Court & Batting Cage Rental, per hour	$	5.00
Athletic Lighting		
Courts and Fields 300' or less, per hour	$	3.00
Fields 301' or greater, per hour	$	6.00
Priority Users – Applies to Youth Athletic Fields only, per Team, per Season	$	100.00
Gymnasium		
Half Gym Floor, per hour	$	40.00
Full Gym Floor, per hour	$	75.00
Equestrian Facilities		
Full Facility Rental, per day (Arena, 2nd arena, tower, timer, PA)	$	250.00
Ring Course Preparation, each	$	100.00
Ring Rental per day	$	100.00
Stall Rental (includes initial bedding), per day	$	25.00
Stall bedding additional	$	8.00
Ring Rake & Roll or Reset, each	$	25.00
Stall Cleaning & Re-bed	$	30.00
Arena Lighting per arena, per hour	$	3.00

COST

Priority User Group – Fee includes one full day facility rental per calendar year, Plus 50% discount on stall rental. No other discounts are included.

EQUIPMENT RENTAL

Meeting and Event Equipment

Showmobile, per day	$	500.00
Plus Labor Charges		
Tables, chairs, podiums, and other audio-visual equipment if available, at rates from $1.00 to $100.00 per day.	$	as posted

FIELD INSPECTION FEES - MSTU SITES

Fee is equal to actual inspection expense with a maximum of 5% of grounds Maintenance contract cost or $100 per month, whichever is less.

DEPOSITS AND OTHER POLICIES

All room rentals require a damage deposit equal to one hour of the applicable rate.

All equestrian facilities require a damage deposit equal to the applicable facility rental rate.

A cancellation fee of 25% will be charged for all facility rental cancellations received less than three days in advance. A processing fee will be charged for all refunds. In the case of no show / no call cancellations, all fees are non-refundable.

Additional services provided by Orange County will be charged at cost, plus applicable overhead.

Non-scheduled rentals and unconfirmed rental extensions are at the discretion of the Supervisor, pending facility and staff availability. Labor, maintenance, security and other additional charges will apply.

Checks are to be made payable to the Board of County Commissioners within two weeks in advance of the event at the park or earlier if required by Ordinance. No rental request is considered approved until paid in full.

Groups of Senior Citizens (55 years and over) and active military may be allowed a 25% discount on room and facility rental fees, annual boat passes, camping site fees and fitness center memberships. Seniors are also allowed a 25% discount against camping fees.

DEPOSITS AND OTHER POLICIES (continued)

Not-for-profit charities and tax exempt service organizations may apply for facility fee waivers during operating hours, excluding weekends and holidays. No discounts or waivers are available for labor charges, insurance requirements, gymnasium facilities, entry / admission fees, or group camping.

Youth Economic Hardship Discounts of 25% are available for certain youth programs if the family is an Orange County resident, and the family can be documented as currently receiving State assistance TANF, Food Stamps, WIC, or Foster Child payments.

Youth Economic Hardship Discounts of 50% of the lowest available weekly rates are available for Summer/School Break and After School Enrichment programs if the family is an Orange County resident and can be documented as currently receiving Food Stamps.

Family Coach Discounts are available for youth athletic leagues. Enrollee normally receives a 100% refund if a family member volunteers as a coach for that league for that season and completes the season in good standing.

Parks fees may reflect additional discounts if management determines that materials and service fees are exclusionary. Management may elect not to collect fees in cases where fee collection is physically or financially impractical.

Management may co-sponsor and co-govern activities which serve the mission of the Division and County.

Discounts and incentives may not be combined.

The Orange County Parks Division offers a satisfaction guarantee. Due to budgeting requirements, refunds are subject to an administrative processing fee.

All fees apply during normal operating hours or as posted. Unless otherwise posted, operating hours for buildings are 8:00 a.m. to 8:00 p.m., Monday through Saturday, 1:00 p.m. – 6:00 p.m. on Sunday. Athletic fields, courts, and special facilities within general use parks operate on the Division seasonal hours schedule, with a closing of either 6:00 pm or 8:00 pm. Rentals at all Parks & Recreation Facilities must terminate by 10:00 p.m. (with cleanup expected until 11:00 p.m.) unless authorized by Division Management. Requests for rentals during non-operating hours must be made 30 days in advance. Public Assembly Permit fees, insurance and additional service requirements may also apply. All setup and cleanup time must be included in the rental.

DEPOSITS AND OTHER POLICIES (continued)

All rental rates are doubled for those hours requested or required to extend beyond 10:00 p.m. Additional labor fees apply for rentals extending beyond normal operating hours.

On October 1 of each year, fees may be adjusted for the increase in the consumer price index, or 3%, whichever is less.

NOTE: A portion of some fees is remitted to the Florida State Department of Revenue as sales and/or tourist development tax.

PARKS IMPACT FEE SCHEDULE

Land Use	Mar. 10, 2008 Mar. 9, 2009	Mar. 10, 2008 Mar. 9, 2010	Mar. 10, 2010
Single-family	$1,295.22	$1,391.07	$1,494.01
Multi-family	$933.66	$1,002.75	$1,076.95
Accessory dwelling unit	$933.66	$1,002.75	$1,076.95
Mobile home	$970.27	$1,042.07	$1,119.18
Annual Index	7.4%	7.4%	

NOTE: Ordinance #2006-03, effective 03/10/2006.

Meeting Room

Options

Potential Ve[illegible] Sites for Public Meetings

SR 408 EXPRESSWAY PROJECT – METRIC ENGINEERING

Venue	Address	Contact	Capacity	Cost	Parking	Comments
The Bithlo Community Center	18501 Washington Avenue Orlando, Fl 32820 Ph. 407-254-1905, 407-254-1909, 407-254-1908 E-mail: chris.irvin@ocfl.net taylergarbutt@ocfl.net Web: www.orangecountyfl.net www.orangecountyparks.net	Chris Irvin, Site Supervisor or Tayler Garbutt	100 /125 people	$50.00/per hour	Plenty of parking	During the week they have an afterschool program that ends at 6pm. Operating hours for building from 6pm to 8pm. We'll need to bring our own security service, if needed for the three milestone meetings.
East River High School	650 East River Falcons Way Orlando, FL 32833 Ph. 407-956-8550. Ext. 6332239 E-mail: Daniel.abalo@ocps.net Website: www.ocps.net	Daniel Abalo, Dean of Facilities (maintains availability on calendar)	Auditorium 100 / 400 people	Orange County sets up price	Plenty of parking	Need to call Orange County Public Schools to request facility rentals and set up in the system. Ph. 407-317-3386 and fill out approval form. Must obtain insurance – Contact Risk Management
Columbia Elementary School	18501 Cypress Lake Glen Blvd Orlando, Florida 32820 Ph. (407) 568-2921. Ext. 3182223 E-mail: mary.mann@ocps.net Website: www.ocps.net	Mary Ann Mann Bookkeeper	100 people	School board sets up price	Plenty of parking	Need to call Orange County Public Schools to request facility rentals and set up in the system. Ph. 407-317-3386 and fill out approval form. Must obtain insurance – Contact Risk Management.

Audio and Video Services

Accord Productions

Accord Productions, Inc.
2140 South Dixie Highway, Ste 301
Miami, Florida USA 33133
305-856-1245 Fax 305-856-9101

6282 North Andrews Avenue
Ft. Lauderdale, Florida USA 33309
954-771-0740 Fax 954-771-1341

www accordproductions com

TIN: 65-0048546

Invoice

Invoice #: 1-245319
Invoice Date: 11/30/2014
Terms: C.O.D.

MEDIA RELATIONS GROUP
ATTN: *ALEXANDRA MEDINA*
18001 OLD CUTLER ROAD
SUITE 407
MIAMI, FL. 33157

(305) 254-8598 Fax (305) 256-1613

Job Name: SR 826 Video/SR 826	Job #:	P.O. #

Description	Qty	Rate	Tax	Total
Work Order #1-152923 **Job Date: 11/14/2014**				
EDITING - HD FILE	3.50	200.00 / Hour	0.00	700.00
BUZNRGO JR., MANUEL	3.50	0.00 / Hour	0.00	0.00

11/14/2014

ST: 5:30 PM
ET: 9:00 PM = 3.5 HRS

Created project in Final Cut Pro and organized assets. Listened to and selected good takes of voice over in order to work on edit of slides.

HRS = 3.5

**** MANNY - Friday, November 14, 2014 9:14 PM ****

Accord Productions, Inc
2140 South Dixie Highway, Ste 301
Miami, Florida USA 33133
305-856-1245 Fax 305-856-9101

6282 North Andrews Avenue
Ft. Lauderdale, Florida USA 33309
954-771-0740 Fax 954-771-1341

www.accordproductions.com

TIN: 65-0048546

Invoice

Invoice #: 1-245319
Invoice Date: 11/30/2014
Terms: C.O.D.

MEDIA RELATIONS GROUP
ATTN: *ALEXANDRA MEDINA*
18001 OLD CUTLER ROAD
SUITE 407
MIAMI, FL. 33157

(305) 254-8598 Fax (305) 256-1613

Job Name: SR 826 Video/SR 826	Job #:	P.O. #

Description	Qty	Rate	Tax	Total
Work Order #1-152962 **Job Date: 11/17/2014**				
BUZNRGO JR., MANUEL	4.50	0.00 / Hour	0.00	0.00
EDITING - HD FILE	4.50	200.00 / Hour	0.00	900.00
EDITING - HD FILE	0.50	200.00 / Hour	0.00	100.00
BUZNRGO JR., MANUEL	0.50	0.00 / Hour	0.00	0.00

11/17/2014

ST: 10:00 AM
ET: 2:30 PM = 4.5 HRS

Finished sorting best voice over takes. Laid out powerpoint slides on sequence and synced up to relevant voice over.

HRS = 4.5

BILL HRS: 4.5

11/17/2014

ST: 4:30 PM
ET: 5:00 PM = .5 HRS

Sat with client in order to determine where cuts needed to be made in video that plays during slide 30. Set up video for export.

HRS = 0.5

BILL HRS: 0.5

**** MANNY - Monday, November 17, 2014 8:58 PM ****

Accord Productions, Inc
2140 South Dixie Highway, Ste 301
Miami, Florida USA 33133
305-856-1245 Fax 305-856-9101

6282 North Andrews Avenue
Ft. Lauderdale, Florida USA 33309
954-771-0740 Fax 954-771-1341

www.accordproductions.com

TIN: 65-0048546

Invoice

Invoice #: 1-245319
Invoice Date: 11/30/2014
Terms: C.O.D.

MEDIA RELATIONS GROUP
ATTN: *ALEXANDRA MEDINA*
18001 OLD CUTLER ROAD
SUITE 407
MIAMI, FL. 33157

(305) 254-8598 Fax (305) 256-1613

Job Name: SR 826 Video/SR 826	Job #:	P.O. #

Description	Qty	Rate	Tax	Total
Work Order #1-152980 **Job Date: 11/18/2014**				
BUZNRGO JR., MANUEL	2.50	0.00 / Hour	0.00	0.00
EDITING - HD FILE	2.50	200.00 / Hour	0.00	500.00

11/18/2014

ST: 10:30 AM
ET: 1:00 PM = 2.5 HRS

Compressed the exported .mov file to a smaller file type. Was contacted by client and told to make a minor change to the video. Made said change and re exported/re compressed file and uploaded it to WeTransfer for delivery.

HRS = 2.5

BILL HRS: 2.5

****** MANNY - Tuesday, November 18, 2014 5:48 PM ******

Subtotal	2,200.00
Tax	0.00
Deposit (if any)	0.00
Invoice Total	2,200.00

We Accept : AMEX, VISA & MasterCard Credit Cards

Thank you for choosing Accord! Visit our web site www.accordvideo.com.

Questions about your account ?
Call AntoinetteRey at 305-856-1245 ext. 1007 or e-mail arey@accordvideo.com

Fee Sheet - SEARCH

2/25/2015

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 408 PD&E Study from SR 50 to SR 520
County: Orange
Contract No 001064
FAP No N/A

Consult Name: Southeastern Archaeological Research, Inc
Consult No enter consultants proj. number
Date: 2/25/2015
Estimator: Beth Chambless

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Archaeologist	Senior Specialist	Senior Archaeologist	Archaeologist	GIS Specialist	Secretary/ Clerical							SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$40.55	$33.67	$27.15	$21.61	$23.77	$24.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analysis & Reports	817	94	138	208	325	26	26	0	0	0	0	0	0	817	$22,383	$27.40
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	817	94	138	208	325	26	26	0	0	0	0	0	0	817		
Total Staff Cost		$3,811.70	$4,646.46	$5,647.20	$7,023.25	$618.02	$636.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$22,383.11	$27.40

Check = $22,383.11

SALARY RELATED COSTS:			$22,383 11
OVERHEAD:	126.00%		$28,202 72
FCCM (Facilities Capital Cost Money):	0.000%		$0 00
OPERATING MARGIN:	12.00%		$6,070 30
EXPENSES:	0.00%		$0 00
SALARY RELATED SUBTOTAL:			**$56,656.13**
Direct Expenses			**$4,120.10**
Survey (Field - if by Sub) 0 00	4-man crew day: $ -	/ day	$0 00
SUBTOTAL - SUBCONSULTANT			**$60,776.23**
Optional Services			$0 00
SUBCONSULTANT TOTAL ESTIMATED FEE:			**$60,776.23**

Note:

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

SEARCH

Estimate of Direct Expenses

Direct Project Expenses In Support of the SR 408 Eastern Extension PD&E Study, Orange County, Florida
Central Florida Expressway Contract No. 001064

Task	Expense Category	Quantity	Unit Price	Amount	Task Total
1. Mob/Demob	Equipment Supplies	0	$50.00	0.00	
	Postage & Shipping	1	$15.00	15.00	
	Task Total:				$15.00
2. Background Research	Photocopies (b/w)	0	$0.06	0.00	
	Photocopies (color)	0	$0.50	0.00	
	Site File Research	0	$50.00	0.00	
	Shipping	0	$16.50	0.00	
	Task Total:				$0.00
3. Fieldwork	Survey Vessel (15' to 25', C-Dory)	0	$450.00	0.00	
	Boat Fuel (gallon)	0	$4.75	0.00	
	Trimble GPS	0	$50.00	0.00	
	Mileage-Archaeology (260 mi RT, 2 trips)	520	$0.45	231.40	
	Mileage-Architectural History (260 mi RT, 1 trip)	260	$0.45	115.70	
	Per Diem-Archaeology (4 staff x 9 nights)	36	$40.00	1,440.00	
	Per Diem-Architectural History (2 staff x 1 night)	2	$40.00	80.00	
	Hotel-Archaeology (2 room x 9 nights)	18	$100.00	1,800.00	
	Hotel-Architectural History (2 rooms x 1 night)	2	$100.00	200.00	
	Task Total:				$3,867.10
4. Data Analysis	Laboratory Supplies	0	$100.00	0.00	
	Task Total:				$0.00
5. GIS	Property Appraiser Data	0	$50.00	0.00	
	Photocopies (color)	0	$0.50	0.00	
	Task Total:				$0.00
6. Report Production	Draft report production	2	$20.00	40.00	
	Final report production	4	$40.00	160.00	
	Compact disk copies	2	$5.00	10.00	
	Shipping	1	$28.00	28.00	
	Task Total:				$238.00
7. Meetings	Document Production	0	$20.00	0.00	
	Mileage	0	$0.45	0.00	
	Task Total:				$0.00
Total Direct Costs:					**$4,120.10**

SEARCH

SR 408 EASTERN EXTENSION PD&E STUDY
Orange County

CENTRAL FLORIDA EXPRESSWAY CONTRACT NO. 001064

February 16, 2015

CERTIFICATION OF PROPOSAL

PROPOSAL CERTIFICATION

I certify that the costs contained in the proposal for the referenced project were proposed in a manner generally in agreement with the requirements of SEARCH's accounting system.

02/16/15

Anne V. Stokes, Ph.D. — Date
President

DIRECT EXPENSE CERTIFICATION

I certify that any direct costs proposed are NOT included as overhead in this firm's accounting system are consistently charged to all clients.

02/16/15

Anne V. Stokes Ph.D. — Date
President

BILLING RATES CERTIFICATION

I certify that the proposed billing rates/wage rates are the normal rates charged to both public and private clients of SEARCH.

02/16/15

Anne V. Stokes Ph.D. — Date
President

Debbie Lowery

From: Owens, Jeffrey [Jeffrey.Owens@dot.state.fl.us]
Sent: Monday, May 12, 2014 8:54 AM
To: Kell, Carliayn
Cc: Debbie Lowery
Subject: Review of self-certification information for Southeastern Archaeological Research - FYE 12-31-13

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

This Office has completed the review of the self-certification information submitted by Southeastern Archaeological Research, Inc. for the period ending December 31, 2013. The rates we have accepted are listed below. Direct Expense rates are no longer part of our prequalification process regarding approval of rates for self-certifications.

REVIEW OF SELF-CERTIFICATION

CONSULTANT NAME	Southeastern Archaeological Research, Inc.	F/Y Ended	12/31/13	Prequalificati on Expires	
CPA'S NAME	Self-Certification	DATE OF RECEIPT	5/9/14	Cert. DATE	5/9/14

REPORT STATUS

ACCEPTED	REJECTED	OT PREMIUM
X		Reimbursed (Excl or Reimb)

COST BASED RATES

OVERHEAD

Home	Field	FCCM	Published Fee Schedule
126.00%		0.000%	

Jeffrey B. Owens
Procurement Office
Florida Department of Transportation
850-414-4539
y.owens@dot.state.fl.us

CERTIFIED WAGE RATE FORM

Consultant Name: Southeastern Archaeological Research Inc.

Job Classification	Personnel	Current Salary	Percent of Employee Used	Adjusted Salary Rate
Chief Archaeologist	Work Activities: Scheduling, technical direction, report preparation			
	Elizabeth Chambless	$ 38.63	85%	$ 32.84
	Jason Burns	$ 48.51	5%	$ 2.43
	Anne Stokes	$ 67.42	5%	$ 3.37
	Robert Austin	$ 38.42	5%	$ 1.92
			Avg. Hourly Rate:	**$ 40.55**
Senior Specialist	Work Activities: Architectural history evaluations and consultation, historic research, architectural history survey and documentation			
	Geoffrey Mohlman	$ 42.62	40%	$ 17.05
	Nicholas Linville	$ 26.48	30%	$ 7.94
	Travis Fulk	$ 31.57	20%	$ 6.31
	Benjamin Roberts	$ 27.46	5%	$ 1.37
	Laurel Bartlett	$ 19.81	5%	$ 0.99
			Avg. Hourly Rate:	**$ 33.67**
Senior Archaeologist	Work Activities: Report preparation, field archaeology, lab supervision			
	Marie Pokrant	$ 27.23	85%	$ 23.15
	Debra Wells	$ 29.52	5%	$ 1.48
	Christopher Altes	$ 26.44	5%	$ 1.32
	William Werner	$ 24.04	5%	$ 1.20
			Avg. Hourly Rate:	**$ 27.15**
Archaeologist	Work Activities: Field archaeology, laboratory analysis			
	Melissa Dye	$ 21.63	50%	$ 10.82
	Geoffrey DuChemin	$ 22.28	40%	$ 8.91
	JonSimon Suarez	$ 19.23	5%	$ 0.96
	Andrew Ayala	$ 18.36	5%	$ 0.92
			Avg. Hourly Rate:	**$ 21.61**
GIS Specialist	Work Activities: Field maps, report graphics, GIS			
	Curtis Deily	$ 23.77	100%	$ 23.77
			Avg. Hourly Rate:	**$ 23.77**
Secretary/Clerical	Work Activities: Report production, project administration			
	Christie McLaughlin	$ 25.50	70%	$ 17.85
	Jessica Dunbar	$ 23.27	15%	$ 3.49
	Lisa McNeely	$ 20.91	15%	$ 3.14
			Avg. Hourly Rate:	**$ 24.48**

I certify that the above information is current and accurate as of final selection.

Anne V. Stokes, Ph.D. President
Print Name

Signature

2/16/2015
Date

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 408 PD&E Study from SR 50 to SR 520
County: Orange
Contract No 001064
FAP No. N/A

Fee Sheet - ACA

Consult. Name: Aerial Cartographics of America, Inc.
Consult No enter consultants proj. number
Date: 2/24/2015
Estimator: Steven Kuda

2/24/2015

Staff Classification	Total Staff Hours From "SH Summary - Firm"													SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
Total Staff Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Total Staff Cost		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$0.00**	**#DIV/0!**

Check = $0.00

Note:

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

SALARY RELATED COSTS:			$0.00
OVERHEAD:	0.00%		$0.00
FCCM (Facilities Capital Cost Money):	0.000%		$0.00
EXPENSES:	0.00%		$0.00
OPERATING MARGIN:	0.00%		$0.00
SALARY RELATED SUBTOTAL:			**$0.00**
Aerial Photography			$ 19,821.34
Survey (Field - if by Sub) 0.00	4-man crew day: $ -	/ day	$0.00
SUBTOTAL - SUBCONSULTANT			**$19,821.34**
Optional Services			$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:			**$19,821.34**

Aerial Cartographics of America, Inc.

Digital Mapping – Lamp – Helicopter LiDAR – Mobile LiDAR – Digital Orthophotography – HD Video

AERIAL PHOTOGRAPHY / DIGITAL MAPPING

Consu Metric Engineering
ACA P 17176
Date: 22-Jan-15
Estimator's Name: Aerial Cartographics of America, Inc.

Job Nam SR 408 Eastern Extension PD&E
From:
To:
Length:

	Aerial Photography Item	Scale 1" =	Unit	No. of Unit	Price per Unit	Total Cost	Comments
1	Aerial Flight-fixed wing	2400/500	Hour	1	$620.90	$620.90	
2	Contact print-color 0-50	2400/500	Each	47	$21.50	$1,010.50	
3	Analytical Triangulation	2400/500	Each	47	$83.76	$3,936.72	
4	Scan B/W Images, Film georeference " 31 to 50 megabyte files	400/100	Each	47	$303.26	$14,253.22	
	AERIAL PHOTOGRAPHY					$19,821.34	

Prepared by: Steven Kuda, PSM, PHO, Senior Vice President **Date:** January 22, 2015

Billing Rate Certification
I certify that the proposed billing rates are the normal rates charged to both public and private clients of Aerial Cartographics of America, Inc.

Work Performance Certification
I certify that all services will be self-performed and all subconsultant have been disclosed.

Certification of Accounting Practices
'eby certify that the practices used in estimating costs and pricing the proposal are consistant with cost accounting practices.

Audit Package and Direct Costs Proposed
I certify that the costs contained in the proposal for the referenced project were proposed in a manner generally in agerement with the requirements of our accounting system. In addition, I certify that any direct costs proposed are NOT included as overhead in our accounting system.

Sworn to and subscribed before me this 22nd day of January , 2015 by Steve Kuda, PSM, PHO, Senior Vice President who is personally known to me.

Steven Kuda, P.S.M., Senior Vice President

Stacey Russell, Notary Public, State of Florida

STACEY RUSSELL
Notary Public - State of Florida
My Commission Expires Dec 16, 2018
Commission # FF 152748
Bonded through National Notary Assn.

423 South Keller Road, Suite 300, Orlando, Florida 32810 Phone: 407-851-7880 Fax: 407-855-8250 www.aca-net.com

Aerial Cartographics of America, Inc.

Digital Mapping – Lamp – Helicopter LiDAR – Mobile LiDAR – Digital Orthophotography – HD Video

January 22, 2015

Ms. Gabriela Garcia, P.E.
Metric Engineering
13940 SW 136th St.
Miami, Florida 33186

Subject: SR 408 Eastern Extension PD&E
ACA Proposal # 17176

Dear Ms. Garcia:

Thank you for your request for Aerial Cartographics of America to supply a quotation to secure aerial photography and to prepare raster image files of your area of interest in Orange County. We understand the coverage area is as follows:

1. 1"=400' scale entire exhibit (attached)
2. 1"=100' scale SR 50 from SR 408 to SR 520

We propose the following:

Flight

After the targets have been placed in the field, ACA will accomplish the color aerial flight utilizing a precision aerial camera to obtain negatives suitable for the preparation of raster imagery in accordance with the scales you require. Separate altitudes will be secured for each required scale.

Photo Lab

Process the aerial negatives and prepare one (1) complete set color contact prints for in house use.

Control Targets

We understand WBQ will provide targeting and ground control information. ACA will require 30 control points to geo-reference the digital imagery.

Analytical Triangulation

ACA will triangulate the aerial photography to expand the horizontal control to each corner of the image file. This process is a cost effective alternative to targeting each image corner.

Raster Imagery

ACA will scan the film at a scan rate suitable for imagery at the scales you require. Photogrammetric software will be used to geo-reference the raster imagery. Imagery will be supplied in HMR and TIF/TFW format on DVD-ROM disks.

Accuracies:

The raster image files will meet or exceed an accuracy of one half of one percent of the distance measured along the controlled alignment.

Items to be Delivered:

A. One (1) set of 1"=400' scale color raster image files as specified above.

B. One (1) set of 1"=100' scale color raster image files as specified above.

Fee Schedule:

Nineteen thousand eight hundred twenty one 34/100.....$19,821.34

Fees will be valid for a period of ninety days (90) from date of proposal.

Payment Terms:

ACA will invoice monthly in accordance with percent complete. Metric Engineering will advise as to monthly billing dates so as to insure the inclusion of ACA's invoices. Metric Engineering will submit ACA's invoices to his client regardless if Metric Engineering has an invoice. ACA will be paid within ten (10) days after Metric Engineering has been paid, without retainage. We understand that the normal payment schedule for CFX is approximately 25 days.

No waiver shall be construed as a modification or amendment to these payment terms unless expressly stated in writing by ACA.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this project. If acceptable, a space is provided for an authorized signature. We will consider the return of the signed original letter as our legal contract and Notice to Proceed.

APPROVED AND ACCEPTED:

By:_____ Date:
(Authorized Signature)
Typed or Printed Name:
I have read and agree to payment terms:_____ (please initial)
Authorized Fee:_____ Purchase Order No.:

Very truly yours,

AERIAL CARTOGRAPHICS OF AMERICA, INC.

Steven Kuda, PSM, PHO
Senior Vice President

SK/pc

C:\2003 ACA\Masters-Letters\RASTER Revised.doc

Financial Project ID No.

Project Description: SR 408 Eastern Extension PD&E

DIRECT EXPENSES PROPOSED

I certify that any direct costs proposed are NOT included as overhead in this firm's accounting system and are consistently charged to all clients.

01/22/15

Steve Kuda, PSM — Date

Senior Vice President

BILLING RATES CERTIFICATION

I certify that the proposed billing rates are the normal rates charged to both public and private clients of Aerial Cartographics of America.

01/22/15

Steve Kuda, PSM — Date

Senior Vice President

AUDIT PACKAGE CERTIFICATION

I certify that the costs contained in the proposal for the referenced project were proposed in a manner generally in agreement with the requirements of Aerial Cartographics of America, Inc's accounting system.

01/22/15

Steve Kuda, PSM — Date

Senior Vice President

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 27, 2014

Steven Kuda, Senior Vice President
AERIAL CARTOGRAPHICS OF AMERICA, INC.
423 South Keller Road, Suite 300
Orlando, Florida 32810

Dear Mr. Kuda:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 8 - Survey and Mapping

8.1 - Control Surveying
8.2 - Design, Right of Way & Construction Surveying
8.3 - Photogrammetric Mapping

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense	Published Fee Schedule
Overhead Rate	344.55%	5.915%	Excluded	24.80% (Home)	Yes

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

2015 FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5

METHOD OF COMPENSATION

The fees shown below are customary and normal for such services when performed for private, county or state agencies.

1.0 PURPOSE

This Exhibit defines the limits of compensation to be made to the Consultant for the services performed as outlined under individual assigned projects and the Agreement period described in Section 4.00 of the Consultant Agreement and the methods by which payments shall be made.

2.0 COMPENSATION

For the satisfactory completion of the services performed as outlined under individually assigned projects, the Consultant shall be paid the following lump sum amounts:

A. Schedule of Unit Price for Aerial Photography	Fixed Wing	Helicopter
1. Flying hours from take-off to landing, including plane, crew and equiment, Flying hours that are to re-work rejected aerial photography will not be charges.)	$620.90	$1,608.39 per hour
Schedule of Unit Price for Digital Aerial Photography		
Flying hours from take-off to landing, including plane, crew and equiment, Flying hours that are to re-work rejected aerial photography will not be charged.)	$1,326.13 per hour	

2. Black and white, natural color, color infrared aerial film, processing, annotating, including one (1) contact print per exposure.

	B/W	Color
0 to 50 exposures	$13.13 ea	$21.50 ea
51 to 70 exposures	$11.94 ea	$20.30 ea
71 to 100 exposures	$10.44 ea	$19.11 ea
101 to 125 exposures	$9.85 ea	$18.21 ea
126 to 150 exposures	$9.25 ea	$17.61 ea
151 to 200 exposures	$8.95 ea	$17.31 ea
201 up to full roll (250' roll)		

Additional paper contact prints, produced at same time as 1st print.

Contact prints (1 additional)	$6.38 ea	$7.24 ea
Contact prints (2 or more)	$4.35 ea	$4.35 ea

3. Photo Indexes, if required, will be assembled, photo copied and reduced to one-half size the original negative, plus one (1) print (printed on 20" x 24" photographic paper) shall be furnished per index required.

Index print and negative (per index)	$402.40
Additional prints of index (per index)	$133.74

B. Schedule of Unit Price Fees for Aerial Photographic Enlargements

1.	Film positive enlargement without border (24" x 24")	$293.74 ea
2.	Film positive enlargement without border (24" x 36")	$308.06 ea
3.	Film positive enlargement without border (36" x 36")	$321.20 ea
4.	Photo enlargement, FDOT standard plan-profile, full plan, R/W, drainage, key sheet format	$361.80 ea
5.	Photo enlargement in dual strip, FDOT sheet format	$502.69 ea
6.	Duplicate enlargement (made at time original was processed	$200.60 ea
7.	Photo enlargement on paper without border (24" x 24")	$247.17 ea
	Photo enlargement on paper without border (24" x 36")	$253.14 ea
	Photo enlargement on paper without border (36" x 36")	$261.50 ea

8. Color photo enlargments on paper	Unmounted	Mounted without Shipping Charges
20"x24"	$112.24 ea	$253.14 ea
24"x24"	$155.23 ea	$304.48 ea
36"x36"	$245.97 ea	$398.82 ea
36"x48"	$321.20 ea	$481.21 ea
36"x60"	$348.67 ea	$519.41 ea
36"x96"	$614.94 ea	$937.33 ea

C. Schedule of Unit Price Fees for Photogrammetry Service

1. Digital Mapping for project lengths up to 3 miles (Projects greater than 3 miles will be less per mile.)

a. Dense Urban Topo Features	2D	3D	3D LAMP
50 ft right and left of centerline (100 ft width)	$1,880.64 mi	$6,181.61 mi	$10,751.24 mi
100 ft right and left of centerline (200 ft width)	$2,786.92 mi	$6,450.27 mi	$11,153.64 mi
150 ft right and left of centerline (300 ft width)	$3,360.07 mi	$6,718.94 mi	$11,557.23 mi
200 ft right and left of centerline (400 ft width)	$4,031.12 mi	$6,987.59 mi	
250 ft right and left of centerline (500 ft width)	$5,105.77 mi	$8,063.44 mi	
300 ft right and left of centerline (600 ft width)	$6,047.87 mi	$9,362.31 mi	
b. Moderate Urban Topo Features			
50 ft right and left of centerline (100 ft width)	$1,543.91 mi	$5,509.36 mi	$10,615.13 mi
100 ft right and left of centerline (200 ft width)	$2,149.29 mi	$5,776.83 mi	$10,884.98 mi
150 ft right and left of centerline (300 ft width)	$3,022.14 mi	$6,047.87 mi	$11,153.64 mi
200 ft right and left of centerline (400 ft width)	$3,290.71 mi	$6,326.08 mi	
250 ft right and left of centerline (500 ft width)	$4,164.86 mi	$7,389.99 mi	
300 ft right and left of centerline (600 ft width)	$4,703.37 mi	$8,691.24 mi	
c. Suburban Topo Features			
50 ft right and left of centerline (100 ft width)	$1,140.32 mi	$3,762.46 mi	$10,078.99 mi
100 ft right and left of centerline (200 ft width)	$1,811.38 mi	$4,031.12 mi	$10,346.46 mi
150 ft right and left of centerline (300 ft width)	$2,484.82 mi	$4,299.79 mi	$10,615.13 mi
200 ft right and left of centerline (400 ft width)	$2,821.54 mi	$4,569.64 mi	
250 ft right and left of centerline (500 ft width)	$3,425.74 mi	$5,374.43 mi	
300 ft right and left of centerline (600 ft width)	$3,829.32 mi	$6,047.87 mi	
d. Rural Topo Features			
50 ft right and left of centerline (100 ft width)	$1,006.59 mi	$2,284.22 mi	$8,481.35 mi
100 ft right and left of centerline (200 ft width)	$1,613.17 mi	$2,552.89 mi	$9,405.55 mi
150 ft right and left of centerline (300 ft width)	$2,351.09 mi	$2,821.54 mi	$9,944.06 mi
200 ft right and left of centerline (400 ft width)	$2,685.43 mi	$3,091.40 mi	
250 ft right and left of centerline (500 ft width)	$3,225.14 mi	$3,762.46 mi	
300 ft right and left of centerline (600 ft width)	$3,493.80 mi	$4,299.79 mi	

2. Transfer field edit information provided by the Department and correcting digitized CADD topo files. This checking and editing unit price is not to include field survey work, such as instrument location of underground utilities or supplemental field survey work requiring a survey party. Information such as R.O.W., parcels, underground utilities and others will be estimated as a separate CAD function.

a. Dense Urban Topo Features	2D	3D	3D LAMP
50 ft right and left of centerline (100 ft width)	$805.99 mi	$2,014.37 mi	$5,374.43 mi
100 ft right and left of centerline (200 ft width)	$1,208.39 mi	$2,417.96 mi	$5,776.83 mi
150 ft right and left of centerline (300 ft width)	$1,543.91 mi	$2,685.43 mi	$6,181.61 mi
200 ft right and left of centerline (400 ft width)	$1,678.84 mi	$2,955.28 mi	
250 ft right and left of centerline (500 ft width)	$2,014.37 mi	$4,031.12 mi	
300 ft right and left of centerline (600 ft width)	$2,216.16 mi	$5,643.09 mi	
b. Moderate Urban Topo Features			
50 ft right and left of centerline (100 ft width)	$601.80 mi	$1,343.31 mi	$5,240.69 mi
100 ft right and left of centerline (200 ft width)	$939.72 mi	$1,477.04 mi	$5,643.09 mi
150 ft right and left of centerline (300 ft width)	$1,208.39 mi	$1,746.90 mi	$5,911.76 mi
200 ft right and left of centerline (400 ft width)	$1,343.31 mi	$2,014.37 mi	
250 ft right and left of centerline (500 ft width)	$1,613.17 mi	$2,955.28 mi	
300 ft right and left of centerline (600 ft width)	$1,947.50 mi	$4,703.37 mi	
c. Suburban Topo Features			
50 ft right and left of centerline (100 ft width)	$537.32 mi	$912.35 mi	$4,703.37 mi
100 ft right and left of centerline (200 ft width)	$736.73 mi	$1,208.39 mi	$4,841.89 mi
150 ft right and left of centerline (300 ft width)	$1,003.00 mi	$1,477.04 mi	$5,240.69 mi
200 ft right and left of centerline (400 ft width)	$1,208.39 mi	$1,746.90 mi	
250 ft right and left of centerline (500 ft width)	$1,510.47 mi	$2,552.89 mi	
300 ft right and left of centerline (600 ft width)	$1,613.17 mi	$3,223.94 mi	
d. Rural Topo Features			
50 ft right and left of centerline (100 ft width)	$469.26 mi	$671.06 mi	$4,171.86 mi
100 ft right and left of centerline (200 ft width)	$671.06 mi	$939.72 mi	$4,310.34 mi
150 ft right and left of centerline (300 ft width)	$939.72 mi	$1,208.39 mi	$4,709.36 mi
200 ft right and left of centerline (400 ft width)	$1,490.22 mi	$1,477.04 mi	
250 ft right and left of centerline (500 ft width)	$1,755.31 mi	$2,149.29 mi	
300 ft right and left of centerline (600 ft width)	$2,084.44 mi	$2,685.43 mi	

3. Miscellaneous Items

a. Aerial analytical triangulation or ABGPS IMU processing	$83.76 per exposure
b. Intermediate delivery of digital files	$200.60 per delivery
c. Misc. Mapping Services	$94.33 per hour
d. HD Video Camera	$2,652.25 per day

4. Digital Raster Imagery - Original aerial photography is utilized to create a high quality raster image suitable for various computer systems and software packages. The following price list is to be used to calculate project fees based on file size and numbers.

423 South Keller Road, Suite 300, Orlando, Florida 32810 Phone: 407-851-7880 Fax: 407-855-8250 www.aca-net.com

a. Schedule of Unit Prices for Film Diapositives

1. Produce black and white film diapositives from original aerial film.	$15.52 ea
2. Produce color film diapositives from original aerial film.	$23.89 ea

b. Schedule of Unit Prices for Scanning and Geo Referencing Files from Film Camera

Scan or Process black and white images and geo reference to X and Y data.

" 5 to 10 megabyte files	$212.14 ea
" 11 to 20 megabyte files	$242.29 ea
" 21 to 30 megabyte files	$285.17 ea
" 31 to 50 megabyte files	$303.26 ea

b. Schedule of Unit Prices for Scanning and Geo Referencing Files from Digital Camera

Scan or Process black and white images and geo reference to X and Y data.

" 5 to 10 megabyte files	$119.25 ea
" 11 to 20 megabyte files	$149.40 ea
" 21 to 30 megabyte files	$192.29 ea
" 31 to 50 megabyte files	$210.38 ea

c. Schedule of Unit Prices for File Translations on CD-ROM (includes shipping)

1. Translate images in HMR or TIFF format (includes media)	$44.18 per CD ROM

Digital Orthos

For the production of this product, diapositives, analytical triangulation and scanning will be in accordance with the above rates. Fees to produce DEM/TIN file structure using photogrammetric procedures will be estimated under the miscellaneous mapping services line item.

E. Schedule of Unit Fees for LiDAR Mission Planning

1. Includes all efforts necessary for planning and preparation of materials needed for the successful execution of LiDAR mission, such as, but not limited to, route and safety planning, GPS/data acquisition scheduling, weather reports and site terrain evaluation. All efforts necessary to coordinate the proper placement of project ground control, (i.e. base stations, transformation control points, and validation points) supporting the LiDAR survey. Includes communication of required project accuracies, target specifications and identification with field and office personnel.

LiDAR Mission Planning
$324.60 per mile

F. Schedule of Unit Fees for Mobile LiDAR Acquisition

1. Includes preparation of LiDAR sensor and vehicle or aircraft for project data collection, on-site calibration or in-air alignment, on-site review or setting of control targets prior to scanning mission, collection of LiDAR data, and any simultaneous GPS base station occupations. Includes all personnel required for LiDAR collection, safety and mission support (Mobile LiDAR mission hours that are performed for re-work of rejected data will not be charged).

Mobile
$16,000.00 Full Day
$10,000.00 Partial Day

G. Schedule of Unit Fees for LiDAR Mission Data Processing

1. Includes downloading and post processing of collected measurement data from LiDAR sensors and any base stations occupied during each mission (LiDAR, Global Navigation Satellite System (GNSS) and Inertial Navigation System (INS) data), creation of scan vehicle best estimate trajectories (SBET), analysis of LiDAR measurement points and scan route overlaps, and separation of large point cloud data sets into manageable file sizes with corresponding indexes. Includes processing, referencing and naming digital photographic imagery files collected during LiDAR mission. Includes transformation / adjustment of LiDAR scan data to project control points, creation of calibrated point cloud in approved LAS digital format, preparation of required reports of precision and accuracy achieved, and preparation of Survey Report. Includes identification and attributing (classification) of point cloud data into requested point classes and removal of anomalies and/or erroneous points, such as moving object ghosting, erroneous point returns, points outside effective range of sensor, etc.. Includes preparation of reports, data and/or graphics of specific surface details such as, but not limited to, cross slopes, pavement rutting, and bridge/sign structure clearance to roadway surface.

a. LiDAR Data Processing - Transformation/Adjustment	$457.00 mile	
b. LiDAR Survey Report	$1,193.00 each	
c. LiDAR Mission Digital Imagery Processing	$201.00 per mile	
d. LiDAR Point Cloud Classification	Rural	Urban
	$800.00 per mile	$1,372.00 per mile
e. LiDAR Specific Surface Reporting	$1,718.00 each	

H. Schedule of Unit Fees for LiDAR Topographic (3D) and Planimetric (2D) Mapping

1. Includes preparation of DTM, extraction of topographic line work and point features from calibrated LiDAR point cloud data and production of three dimensional (3D) topographic or two dimensional (2D) planimetric survey map(s). Includes merging of LiDAR survey and mapping files with other furnished field survey data and/or data from other sources.

	Mobile
a. Dense Urban Roadway	
2-Lane (Per direction of travel)	$2,577.00 mi
3-Lane (Per direction of travel)	$3,436.00 mi
4-Lane (Per direction of travel)	$5,154.00 mi
5-Lane (Per direction of travel)	$6,872.00 mi
6-Lane (Per direction of travel)	$8,590.00 mi
b. Moderate Urban Roadway	
2-Lane (Per direction of travel)	$2,061.00 mi
3-Lane (Per direction of travel)	$2,749.00 mi
4-Lane (Per direction of travel)	$4,123.00 mi
5-Lane (Per direction of travel)	$5,497.00 mi
6-Lane (Per direction of travel)	$6,872.00 mi
c. Multi-Lane Roadway/Interstate	
2-Lane (Per direction of travel)	$1,449.00 mi
3-Lane (Per direction of travel)	$1,932.00 mi
4-Lane (Per direction of travel)	$2,899.00 mi
5-Lane (Per direction of travel)	$3,865.00 mi
6-Lane (Per direction of travel)	$4,832.00 mi
1-Lane Ramp	$1,449.00 mi
2-Lane Ramp	$1,932.00 mi
3-Lane Ramp	$2,899.00 mi
d. 2-Lane Roadway	
2-Lane (Rural with no turn lane(s))	$1,449.00 mi
2-Lane (Rural with turn lane(s))	$1,932.00 mi

2. Includes performing final edit of graphics for delivery of required Cadd files following field review.

	Mobile
a. Urban Roadway - Dense	
2-Lane (Per direction of travel)	$214.00 mi
3-Lane (Per direction of travel)	$323.00 mi
4-Lane (Per direction of travel)	$537.00 mi
5-Lane (Per direction of travel)	$752.00 mi
6-Lane (Per direction of travel)	$859.00 mi
b. Urban Roadway - Moderate	
2-Lane (Per direction of travel)	$214.00 mi
3-Lane (Per direction of travel)	$323.00 mi
4-Lane (Per direction of travel)	$537.00 mi
5-Lane (Per direction of travel)	$752.00 mi
6-Lane (Per direction of travel)	$859.00 mi

423 South Keller Road, Suite 300, Orlando, Florida 32810 Phone: 407-851-7880 Fax: 407-855-8250 www.aca-net.com

c. Multi-Lane Roadway/Interstate

2-Lane (Per direction of travel)	$214.00 mi
3-Lane (Per direction of travel)	$323.00 mi
4-Lane (Per direction of travel)	$537.00 mi
5-Lane (Per direction of travel)	$752.00 mi
6-Lane (Per direction of travel)	$859.00 mi
1-Lane Ramp	$323.00 mi
2-Lane Ramp	$429.00 mi
3-Lane Ramp	$537.00 mi

d. 2-Lane Roadway

2-Lane (Rural with no turn lane(s))	$323.00 mi
2-Lane (Rural with turn lane(s))	$429.00 mi

3. Includes merging of outlying or obscured areas or incorporating data from other sources.

a. LiDAR Data Merging	$2,684.00 mi

4. Includes performing on-site review of mapping data before submittal.

a. Field Review

2-man crew	$1,467.04 per day
3-man crew	$1,608.49 per day

Date: January 22, 2015

Wage Certification (Billing Rate)
I certify that the rates or fees contained therein are standard and customary charges for such services whether performed for private or governmental agencies.

Expense Certification:
I hereby certify that all expenses are included in the standard billing rate.

Certification of Accounting Practices:

I hereby certify that the practices used in estimating costs and pricing the proposal are consistent with cost accounting practices.

Sworn to and subscribed before me this 22nd day of January 2015 by Steven Kuda, PSM, PHO, who is personally known to me

Steven Kuda, PSM, PHO
Senior Vice President

Stacey Russell
Notary Public, State of Florida

STACEY RUSSELL
Notary Public - State of Florida
My Commission Expires Dec 16, 2016
Commission # FF 152748
Bonded through National Notary Assn.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 408 PD&E Study from SR 50 to SR 520

County: Orange

Contract No 001064

FAP No : N/A

Fee Sheet - WBQ

Consult. Name: WBQ Design and Engineering, Inc 2/24/2015

Consult. No enter consultants proj. number

Date: 2/24/2015

Estimator: Danny Williams

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior PSM	PSM	Survey Tech	Bookeeper	0	0	0	0	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$48.25	$30.87	$22.00	$22.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Miscellaneous	318	25	112	159	22	0	0	0	0	0	0	0	0	318	$8,648	$27.20
Total Staff Hours	318	25	112	159	22	0	0	0	0	0	0	0	0	318		
Total Staff Cost		$1,206.25	$3,457.44	$3,498.00	$486.42	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$8,648.11**	**$27.20**

Check = $8,648.11

Note:

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

SALARY RELATED COSTS:			$8,648.11
OVERHEAD:		201.26%	$17,405.19
FCCM (Facilities Capital Cost Money):		0.000%	$0.00
OPERATING MARGIN:		10.19%	$2,654.83
EXPENSES:		0.00%	$0.00
SALARY RELATED SUBTOTAL:			**$28,708.13**
Survey (Field - if by Sub)	75.00	4-man crew days @ $ 2,009.51 / day	$150,713.25
SUBTOTAL - SUBCONSULTANT			**$179,421.38**
Optional Services			$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:			**$179,421.38**

Project Activity 27: Survey

Estimator: D. Williams revised
negotiated w/ Atkins 2/18/2015

SR 408 Eastern Extension PD&E Study
0

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									recover or set 34 control points (17 pairs at half-mile intervals with a minimum distance of 500 feet between control pair points) for Project Control. This control datum will be based on FDOT Primary Control Network 51301 and 7500R. Stable control Point in safe area.
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	points	34.00	0.36	12.24	0.50	6.12	3.50	42.84	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									3 wire bench run thru (34) points set in 27.1. This control datum will be NAVD 88 based on FDOT vertical control network for projects in this area.
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile	8.00	0.75	6.00	0.50	3.00	3.00	18.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									Research, Recover and Tie approximately 30 points along SR 50 centerline/existing R/W for coordination with GIS data collected by engineer.
		points	30.00	0.17	5.01	1.00	5.01	4.00	20.04	
27.4	Aerial Targets			Units/Day						as directed by ACA, construct, set and control aerial targets for 400 (10) scale and 100 (20) scale imagery. Utilize GPS virtual reference station (VRS) network to establish N,E,Z. Provide to ACA use in controlling imagery.
	400 scale	EA	10.00	4.00	2.50	1.00	2.50	3.00	7.50	
	100 scale	EA	20.00	4.00	5.00	1.00	5.00	3.00	15.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						N/A
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						N/A
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	N/A
27.6	Topography/DTM (3D)									N/A
		Mile			0.00		0.00		0.00	
27.7	Planimetric (2D)									N/A
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									75 cross sections in areas as determined by drainage engineer
		ea	75.00	0.20	15.00	1.00	15.00	3.00	45.00	
27.9	Side Street Surveys									N/A

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.10	Underground Utilities									
	Designates	Mile/Site			0.00		0.00		0.00	N/A
	Locates	Point			0.00		0.00		0.00	
	Survey		0%	0.00	0.00		0.00		0.00	
27.11	Outfall Survey									N/A
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						N/A
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									N/A
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									N/A
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									N/A
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									N/A
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									N/A
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						Stake and locate 75 soil borings as directed by Geotechnical consultant
		EA	150	15	10.00	1.00	10.00	3.00	30.00	
27.19	Sectional / Grant Survey									N/A
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		subs			0.00		0.00		0.00	
27.21	Maintained R/W									N/A
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									N/A
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									N/A
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									N/A
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									N/A
		Point			0.00		0.00		0.00	

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety									MOT as appropriate to maintain safe work zone to traveling public and field survey crew
			56	0.125	7.00					
27.28	Miscellaneous Surveys									N/A
					0.00		0.00		0.00	
Survey Subtotal				**Crew Days**	**63**	**Field Support Hours**	**47**	**Office Support Hours**	**178**	
27.29	Supplemental Surveys									THIS ITEM CAN ONLY BE USED IF AUTHORIZED By CFX
			20%	63	13		11		40	
27.30	Document Research	Units								N/A
			0.00						0	
27.31	Field Reviews	Units								2 field reviews (at 4 Hours per)
			8.00						8	
27.32	Technical Meetings	LS								Meetings with Metric and CFX for direction
			8.00						8	
27.33	Quality Assurance / Quality Control	LS								Sr. PSM
								5%	9	
27.34	Supervision	LS								Sr. PSM
								5%	12	
27.35	Coordination	LS								Sr. PSM
								3%	5	
27. Survey Total				**Crew Days**	**75**	**Field Support Hours**	**57**	**Office Support Hours**	**261**	

SPLS =

PLS =

Office Support =

Total Hours = 318

Technical Meetings				
Kickoff Meeting with FDOT	EA	0	0	0
Baseline Approval Review	EA	0	0	0
Network Control Review	EA	0	0	0
Vertical Control Review	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Final Submittal Review	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				**0**
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				**0**

Carries to 27.32

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

WBQ Design & Engineering Inc.

CFX SR 408 PD&E (w/ Metric)

24-Feb-15

Overhead Multipl 201.26%

Profit Margin 10.19%

Office Staff	Raw Rate		Operating Margin 201.26%	Rate + OM	Profit Margin 10.19%	Loaded Rate
Danny Williams	$ 48.25	Sr. PSM	$ 97.11	$ 145.36	$ 14.81	$ 160.17
Eli Donaldson	$ 30.87	PSM	$ 62.13	$ 93.00	$ 9.48	$ 102.48
Rick Rebello	$ 22.00	Survey Tech	$ 44.28	$ 66.28	$ 6.75	$ 73.03
Jenny Galeano	$ 22.11	Clerical	$ 44.50	$ 66.61	$ 6.79	$ 73.40
Field Staff						
Glenn Blanton	$ 26.25	Crew Chief				
Donald Hinch	$ 18.90	Crew Chief				
Michael Wicai	$ 13.02	rod Person				
Ricky Rebello	$ 10.35	Rod Person				
Andrew Hunter	$ 14.18	Instrumant person				
Kevin Kesselring	$ 15.00	instrament person				

Field Crews	Hourly Rate	position	Operating Margin 201.26%	Rate + OM	Profit Margin 10.19%	Loaded Rate	8 hr day rate 8	10 hr day rate 10
3 person	$ 22.58	crew chief						
	$ 14.59	I person						
	$ 11.69	Rod Person						
3 Person Raw Rate	$ 48.85		$98.32	$147.17	$15.00	$162.16	$1,297.29	$1,621.62
2 person	$ 22.58	crew chief						
	$ 14.59	I person						
2 Person raw rate	$ 37.17		$74.80	$111.96	$11.41	$123.37	$986.98	$1,233.72
4 person	$ 22.58	crew chief						
	$ 14.59	I person						
	$ 11.69	Rod Person						
	$ 11.69	Rod Person						
4 Person raw rate	$ 60.54		$121.83	$182.37	$18.58	$200.95	$1,607.61	$2,009.51
5 person	$ 22.58	crew chief						
	$ 14.59	I person						
	$ 11.69	Rod Person						
	$ 11.69	Rod Person						
	$ 11.69	Rod Person						
5 person raw rate	$ 72.22		$145.35	$217.57	$14.81	$232.38	$1,859.05	$2,323.81

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 9, 2014

Jennifer R. Quigley, Principal
WBQ DESIGN & ENGINEERING, INC.
201 North Magnolia Avenue, Suite 200
Orlando, Florida 32801

Dear Ms. Quigley:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	201.26%	0.201%	Reimbursed	1.20% (Home)

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 408 PD&E Study from SR 50 to SR 520
County: Orange
Contract No 001064
FAP No N/A

Fee Sheet - TIERRA

Consult. Name: Tierra, Inc
Consult. No enter consultants proj. number
Date: 2/24/2015
Estimator: Jeremy Sewel

2/24/2015

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Chief Scientist	Geotechnical Engineer	Engineer	Engineering Intern	Senior Scientist	Senior Engineering Technician	Geotechnical Technician	Designer	Secretary/Clerical		SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$62.50	$59.06	$49.77	$49.12	$41.33	$31.24	$37.80	$27.00	$24.35	$30.50	$29.05	$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Miscellaneous	296	15	24	0	27	44	89	0	68	12	12	5	0	296	$10,920	$36.89
Total Staff Hours	296	15	24	0	27	44	89	0	68	12	12	5	0	296		
Total Staff Cost		$937.50	$1,417.44	$0.00	$1,326.24	$1,818.52	$2,780.36	$0.00	$1,836.00	$292.20	$366.00	$145.25	$0.00		**$10,919.51**	**$36.89**

Check = $10,919.51

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

SALARY RELATED COSTS:			$10,919 51
OVERHEAD:	162.47%		$17,740 93
FCCM (Facilities Capital Cost Money):	0.000%		$0 00
OPERATING MARGIN:	12 00%		$3,439.25
EXPENSES:	6.01%		$656 26
SALARY RELATED SUBTOTAL:			**$32,755.95**
Geotechnical Field and Lab Testing			$50,516.22
Survey (Field - if by Sub) 0 00	4-man crew day: $ -	/ day	$0 00
SUBTOTAL - SUBCONSULTANT			**$83,272.17**
Optional Services			$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:			**$83,272.17**

Project Activity 35: Geotechnical

Estimator: Tierra, Inc.

SR 408 Eastern Extension PD&E
C-001064

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	8	8	No roadway borings, 12 pond basins: 2-3 augers each for seasonal high estimations
35.2	Develop Detailed Boring Location Plan	LS	1	4	4	Total 30 AB's to 5' for 150 lf
35.3	Stake Borings/Utility Clearance	Boring	30	0.3	9	
35.4	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	N/A
35.5	Drilling Access Permits	Location	0	0	0	N/A
35.6	Property Clearances	EA	12	0.3	4	
35.7	Groundwater Monitoring	EA	0	0	0	N/A
35.8	LBR/Resilient Modulus Sampling	EA	0	0	0	N/A
35.9	Coordination of Field Work	100 lf of boring	1.5	2	3	
35.10	Soil and Rock Classification - Roadway	100 lf of boring	1.5	2	3	
35.11	Design LBR	LS	0	0	0	N/A
35.12	Laboratory Data	100 lf of boring	1.5	1	2	
35.13	Seasonal High Water Table	Boring	30	0.5	15	
35.14	Parameters for Water Retention Areas	EA	0	0	0	N/A
35.15	Delineate Limits of Unsuitable Material	Cross-section	0	0	0	N/A
35.16	Electronic Files for Cross-Sections	100 lf of boring	1.5	2	3	
35.17	Embankment Settlement and Stability	Embankment Boring	0	0	0	N/A
35.18	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	N/A
35.19	Geotechnical Recommendations	LS	0	0	0	N/A
35.20	Pavement Condition Survey and Pavement Evaluation Report	LS	0	0	0	N/A

Project Activity 35: Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.21	Preliminary Roadway Report	LS	1	15	15	Preliminary/Draft Report
35.22	Final Report	EA	1	8	8	2nd Draft and Final Updates
35.23	Auger Boring Drafting	100 lf boring	1.5	3	5	
35.24	SPT Boring Drafting	100 lf boring	0	0	0	NA
		Roadway Geotechnical Subtotal			**79**	
	Structures					
35.25	Develop Detailed Boring Location Plan	LS	1	4	4	7 bridge structures plus one interchange. 2 SPTs to 100' per location.
35.26	Stake Borings/Utility Clearance	Boring	16	0.3	5	16 SPTs to 100'. Total 1,600 lf
35.27	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	N/A
35.28	Drilling Access Permits	Location	0	0	0	N/A
35.29	Property Clearances	EA	8	0.3	2	
35.30	Collection of Corrosion Samples	EA	0	0	0	To be collected during drilling.
35.31	Coordination of Field Work	100 lf of boring	16	2	32	
35.32	Soil and Rock Classification - Structures	100 lf of boring	16	2	32	
35.33	Tabulation of Laboratory Data	100 lf of boring	16	0.5	8	
35.34	Estimate Design Groundwater Level for Structures	EA	8	0.5	4	8 structures
35.35	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	N/A
35.36	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	0	0	0	N/A
35.37	Bridge Construction and Testing Recommendations	Bridge boring	1	8	8	
35.38	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	N/A
35.39	Walls	Wall Boring	0	0	0	N/A
35.40	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	N/A
35.41	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	0	0	0	N/A

Project Activity 35: Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.42	Box Culvert Analysis	EA	0	0	0	N/A
35.43	Preliminary Report - BDR	EA	0	0	0	N/A
35.44	Final Report - Bridge and Associated Walls	EA	1	15	15	
35.45	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	0	0	0	N/A
35.46	SPT Boring Drafting	100 lf of boring	16	4	64	
35.47	Other Geotechnical	LS	0	0	0	N/A
				Structural Geotechnical Subtotal	**174**	
				Geotechnical Technical Subtotal	**253**	
35.48	Technical Special Provisions	EA	0	0	0	NA
35.49	Field Reviews	LS	1	8	8	
35.50	Technical Meetings	LS	0	0	0	NA
35.51	Quality Assurance/Quality Control	LS	%	5%	13	
35.52	Supervision	LS	%	5%	13	
				Geotechnical Nontechnical Subtotal	**34**	
35.53	Coordination	LS	%	3%	9	
35.54	Optional Preliminary Contamination Assessment	LS	0	0	0	N/A
				35. Geotechnical Total	**296**	

Project Activity 35: Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Technical Meetings						
	Kickoff Meeting with FDOT	EA	0	0	0	
	Boring Layout Approval	EA	0	0	0	
	Attend in BDR Review Meeting	EA	0	0	0	
	30/60/90% Submittal Review	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				**0**	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				**0**	

Carries to 35.50

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Computation of Geotechnical Cost

Proposal Total

SR 408 Eastern Extension PD&E

Component/Unit Description	Unit Quantity	Unit of Measure	Unit Price	Total Component Cost
I. FIELD EXPLORATION:				
1 Crew & Equipment Mobilization:				
a. - Truck-Mounted Equipment	1.00	Trip	$337.00	$337.00
b. - Specialized ATV/Mudbug	1.00	Trip	$500.00	$500.00
c. - Track Mounted Equipment, D-50	0.00	Trip	$3,110.00	$0.00
d. - Support Vehicle	15.00	Trip	$152.00	$2,280.00
e. - Barge Mounted (Amphibious) Equipment	0.00	Ea.	$7,420.00	$0.00
f. - Barge Daily Rental	0.00	Day	$2,500.00	$0.00
g. - Support Boat - Safety Boat	0.00	Day	$275.00	$0.00
2 Standard Penetration Test Borings (ASTM D-1586):				
Truck/Mudbug:				
a. - 0 to 50 ft. depths	400.00	LF	$12.00	$4,800.00
b. - 50 to 100 ft. depths	400.00	LF	$14.00	$5,600.00
c. - 100 to 150 ft. depths	0.00	LF	$20.00	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
ATV:				
a. - 0 to 50 ft. depths	400.00	LF	$12.50	$5,000.00
b. - 50 to 100 ft. depths	400.00	LF	$16.00	$6,400.00
c. - 100 to 150 ft. depths	0.00	LF	$27.50	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
Track:				
a. - 0 to 50 ft. depths	0.00	LF	$17.50	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$22.00	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$28.00	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
Barge:				
a. - 0 to 50 ft. depths	0.00	LF	$18.50	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$25.00	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$40.00	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
3 Rock Coring - HW Barrel (ASTM D-2113):				
Truck/Mudbug:				
a. - 0 to 50 ft. depths	0.00	LF	$34.25	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$36.55	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$39.90	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
ATV:				
a. - 0 to 50 ft. depths	0.00	LF	$34.25	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$36.55	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$39.90	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
Track:				
a. - 0 to 50 ft. depths	0.00	LF	$34.25	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$36.55	$0.00

Component/Unit Description	Unit Quantity	Unit of Measure	Unit Price	Total Component Cost
c. - 100 to 150 ft. depths	0.00	LF	$39.90	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
Barge:				
a. - 0 to 50 ft. depths	0.00	LF	$45.79	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$60.74	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$65.00	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
4 Grout Seal Boreholes:				
Truck/Mudbug:				
a. - 0 to 50 ft. depths	400.00	LF	$4.50	$1,800.00
b. - 50 to 100 ft. depths	400.00	LF	$5.00	$2,000.00
c. - 100 to 150 ft. depths	0.00	LF	$5.50	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
ATV:				
a. - 0 to 50 ft. depths	400.00	LF	$5.95	$2,380.00
b. - 50 to 100 ft. depths	400.00	LF	$7.10	$2,840.00
c. - 100 to 150 ft. depths	0.00	LF	$9.00	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
Track:				
a. - 0 to 50 ft. depths	0.00	LF	$7.18	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$9.00	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$10.00	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
Barge:				
a. - 0 to 50 ft. depths	0.00	LF	$7.25	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$9.00	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$10.00	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
5 Casing Allowance:				
Truck/Mudbug:				
a. - 0 to 50 ft. depths	200.00	LF	$7.50	$1,500.00
b. - 50 to 100 ft. depths	0.00	LF	$8.75	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$10.50	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
ATV:				
a. - 0 to 50 ft. depths	200.00	LF	$9.80	$1,960.00
b. - 50 to 100 ft. depths	0.00	LF	$12.75	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$15.75	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
Track:				
a. - 0 to 50 ft. depths	0.00	LF	$11.00	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$12.75	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$16.85	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00
Barge:				
a. - 0 to 50 ft. depths	0.00	LF	$12.90	$0.00
b. - 50 to 100 ft. depths	0.00	LF	$14.70	$0.00
c. - 100 to 150 ft. depths	0.00	LF	$17.65	$0.00
d. - 150 to 200 ft. depths	0.00	LF	$0.00	$0.00

Computation of Geo Costs

2/24/2015

Component/Unit Description	Unit Quantity	Unit of Measure	Unit Price	Total Component Cost
6 Cone Penetration Test Soundings (ASTM D-3441):				
Land:				
a. - 0 to 50 ft. depths	0.00	LF	N/A	$0.00
b. - 50 to 100 ft. depths	0.00	LF	N/A	$0.00
c. - 100 to 150 ft. depths	0.00	LF	N/A	$0.00
d. - 150 to 200 ft. depths	0.00	LF	N/A	$0.00
Barge/ Track:				
a. - 0 to 50 ft. depths	0.00	LF	N/A	$0.00
b. - 50 to 100 ft. depths	0.00	LF	N/A	$0.00
c. - 100 to 150 ft. depths	0.00	LF	N/A	$0.00
d. - 150 to 200 ft. depths	0.00	LF	N/A	$0.00
7 Auger Borings (ASTM D-1452):				
a. 0 to 50 ft. depths	150.00	LF	$9.25	$1,387.50
8 Drill Rig and Crew (standby):	0.00	Hr	$202.46	$0.00
Land Amphibious/Barge				
9 Field Permeability Tests:	0.00	Ea.	$270.00	$0.00
10 Flagmen & Barricades (2 man crew):	2.00	Days	$850.00	$1,700.00
11 Florida Patrolmen (Traffic Control):	0.00	Hr	$0.00	$0.00
12 Arrow Rental Sign:	0.00	Days	$74.23	$0.00
13 Variable Message Sign:	0.00	Days	$145.00	$0.00
14 Site Clearing to Access Borings:	8.00	Hr	$185.00	$1,480.00
15 Use of Rubber Tired Clearing Equipment:	1.00	Days	$589.16	$589.16
16 Hand Probing/Wash Borings:				
a. 2 person crew	0.00	Days	$850.00	$0.00
b. 3 person crew	0.00	Days	$0.00	$0.00
17 Per Diem for Drill Crew:				
a. - 2 person crew	0.00	Days	$0.00	$0.00
b. - 3 person crew	0.00	Days	$0.00	$0.00
18 Thin-Walled Tube Samples (ASTM D-1587):				
Land:				
a. - 0 to 50 ft. depths	0.00	Ea.	$119.50	$0.00
b. - 50 to 100 ft. depths	0.00	Ea.	$130.40	$0.00
c. - 100 to 150 ft. depths	0.00	Ea.	$195.60	$0.00
d. - 150 to 200 ft. depths	0.00	Ea.	$250.00	$0.00
Barge/Track:				
a. - 0 to 50 ft. depths	0.00	Ea.	$179.00	$0.00
b. - 50 to 100 ft. depths	0.00	Ea.	$195.60	$0.00
c. - 100 to 150 ft. depths	0.00	Ea.	$293.40	$0.00
d. - 150 to 200 ft. depths	0.00	Ea.	$375.00	$0.00
19 Site Reconnaissance/Utility Coordination:				
a. - Geotechnical Engineer	0.00	hrs.	$138.18	$0.00
b. - Senior Engineering Tech.	0.00	hrs.	$78.25	$0.00
c. - Engineering Tech.	0.00	hrs.	$69.37	$0.00
20 Extra Split Spoon Samples:				
Truck/Mudbug:				
a. - 0 to 50 ft. depths	0.00	Ea.	$31.40	$0.00
b. - 50 to 100 ft. depths	0.00	Ea.	$36.55	$0.00
c. - 100 to 150 ft. depths	0.00	Ea.	$42.20	$0.00
d. - 150 to 200 ft. depths	0.00	Ea.	N/A	$0.00

Computation of Geo Costs

2/24/2015

Component/Unit Description	Unit Quantity	Unit of Measure	Unit Price	Total Component Cost
ATV:				
a. - 0 to 50 ft. depths	0.00	Ea.	$31.40	$0.00
b. - 50 to 100 ft. depths	0.00	Ea.	$36.55	$0.00
c. - 100 to 150 ft. depths	0.00	Ea.	$42.20	$0.00
d. - 150 to 200 ft. depths	0.00	Ea.	N/A	$0.00
Track:				
a. - 0 to 50 ft. depths	0.00	Ea.	$47.15	$0.00
b. - 50 to 100 ft. depths	0.00	Ea.	$54.80	$0.00
c. - 100 to 150 ft. depths	0.00	Ea.	$63.30	$0.00
d. - 150 to 200 ft. depths	0.00	Ea.	N/A	$0.00
Barge:				
a. - 0 to 50 ft. depths	0.00	Ea.	$47.15	$0.00
b. - 50 to 100 ft. depths	0.00	Ea.	$54.80	$0.00
c. - 100 to 150 ft. depths	0.00	Ea.	$63.30	$0.00
d. - 150 to 200 ft. depths	0.00	Ea.	N/A	$0.00
21 Pavement Cores (Asphalt/Concrete):	0.00	Ea.	$107.00	$0.00
22 Double Ring Infil. (ASTM D-3385)	0.00	Ea.	$460.00	$0.00
23 Subcontract Earthwork Services:				
a. - Clay Stabilization Matl.	0.00	CY	$0.00	$0.00
b. - Clean Sand Fill Material	0.00	CY	$0.00	$0.00
c. - Geogrid (Tensar SS2)	0.00	SY	$0.00	$0.00
d. - Removal Wetlands Fill	0.00	CY	$0.00	$0.00
e. - Silt Barrier	0.00	LF	$0.00	$0.00
24 Water Sampling:	0.00	Ea.	$0.00	$0.00
25 Field Vane Test (ASTM D-2573):	0.00	Ea.	$300.00	$0.00
26 Dilatometer Sounding:	0.00	Ea.	$0.00	$0.00
27 Monitor Wells - 2 inch (50mm):				
a. - 0 to 50 ft. depths	0.00	LF	$30.00	$0.00
28 Concrete Pad and Cover:	0.00	Ea.	$0.00	$0.00
29 Deco/Development Time:	0.00	Hr	$0.00	$0.00
30 OVA Headspace Analysis, Senior Engineering Technician:	0.00	Hr	$0.00	$0.00
31 OVA Equipment Charge:	0.00	Days	$0.00	$0.00
32 Riser:	0.00	LF	$0.00	$0.00
33 Screen:	0.00	LF	$0.00	$0.00
34 Water Sampling for Analytical Lab Work (PCA)	0.00	Ea.	$0.00	$0.00
TOTAL FOR FIELD EXPLORATION				**$42,553.66**
II. LABORATORY TESTING:				
1 Visual Exam./Stratify(ASTM D-2488):				
Engineering Intern:	0.00	hrs.	$90.41	$0.00
2 Grain Size Analysis:				
a. - Full Grad.(FM 1-T 88)	30.00	Ea.	$60.00	$1,800.00
b. - Single Sieve(FM 1-T 88)	48.00	Ea.	$35.00	$1,680.00
3 Hydrometer (FM 1-T 88):	0.00	Ea.	$44.99	$0.00
4 Organic Content (FM 1-T 267):	16.00	Ea.	$35.00	$560.00
5 Atterberg Limits (FM 1-T 89/90):	16.00	Ea.	$81.00	$1,296.00
6 Natural Moisture (FM 1-T 265):	32.00	Ea.	$9.58	$306.56
7 Unit Weight Determination:	0.00	Ea.	$39.75	$0.00
8 Consolidation Test (FM 1-T 216):	0.00	Ea.	$500.00	$0.00
Each Addtl Load Increment Above 4TSF	0.00	Ea.	$0.00	$0.00

Computation of Geo Costs

2/24/2015

Component/Unit Description	Unit Quantity	Unit of Measure	Unit Price	Total Component Cost
9 Permeability (FM 1-T 215/5-513):	0.00	Ea.	$0.00	$0.00
10 Corrosion Series:	16.00	Ea.	$145.00	$2,320.00
(pH, Sulfate, Chloride, Resistivity)				
11 Triaxial (3 points), (FM 1-T 234):	0.00	Ea.	$359.92	$0.00
12 Unconfined Comp. (ASTM D-2166):	0.00	Ea.	$0.00	$0.00
13 Limerock Bearing Ratio (FM5-515):	0.00	Ea.	$326.18	$0.00
14 Specific Gravity (FM 1-T 100):	0.00	Ea.	$65.00	$0.00
15 Bitumen Extraction (FM 1-T 164):	0.00	Ea.	$0.00	$0.00
16 Bitumen Gradation (FM 1-T 30):	0.00	Ea.	$0.00	$0.00
17 Direct Shear (ASTM D-3080):	0.00	Ea.	$0.00	$0.00
18 Shrinkage Factor (FM 1-T 092):	0.00	Ea.	$0.00	$0.00
19 Swell Potential (ASTM D-4546):	0.00	Ea.	$0.00	$0.00
20 Compaction (FM 5-525/521):	0.00	Ea.	$0.00	$0.00
21 Min./Max. Den. (ASTM D-4254/53):	0.00	Ea.	$0.00	$0.00
22 Unconfined - Rock (ASTM D-2938):	0.00	Ea.	$105.00	$0.00
23 Splitting Tensile (ASTM D-3967):	0.00	Ea.	$105.00	$0.00
24 Kerosene Analysis Group:	0.00	Ea.	$0.00	$0.00
TOTAL FOR LABORATORY TESTING				**$7,962.56**

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 2, 2014

Luis Mahiquez, President
TIERRA, INC.
7351 Tempe Terrace Highway
Tampa, Florida 33637

Dear Mr. Mahiquez:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/ Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense	Published Fee Schedule
Indirect Cost	162.47%	107.56%	1.496%	Reimbursed	6.01% (Home) 10.02% (Field)*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

Team Organization

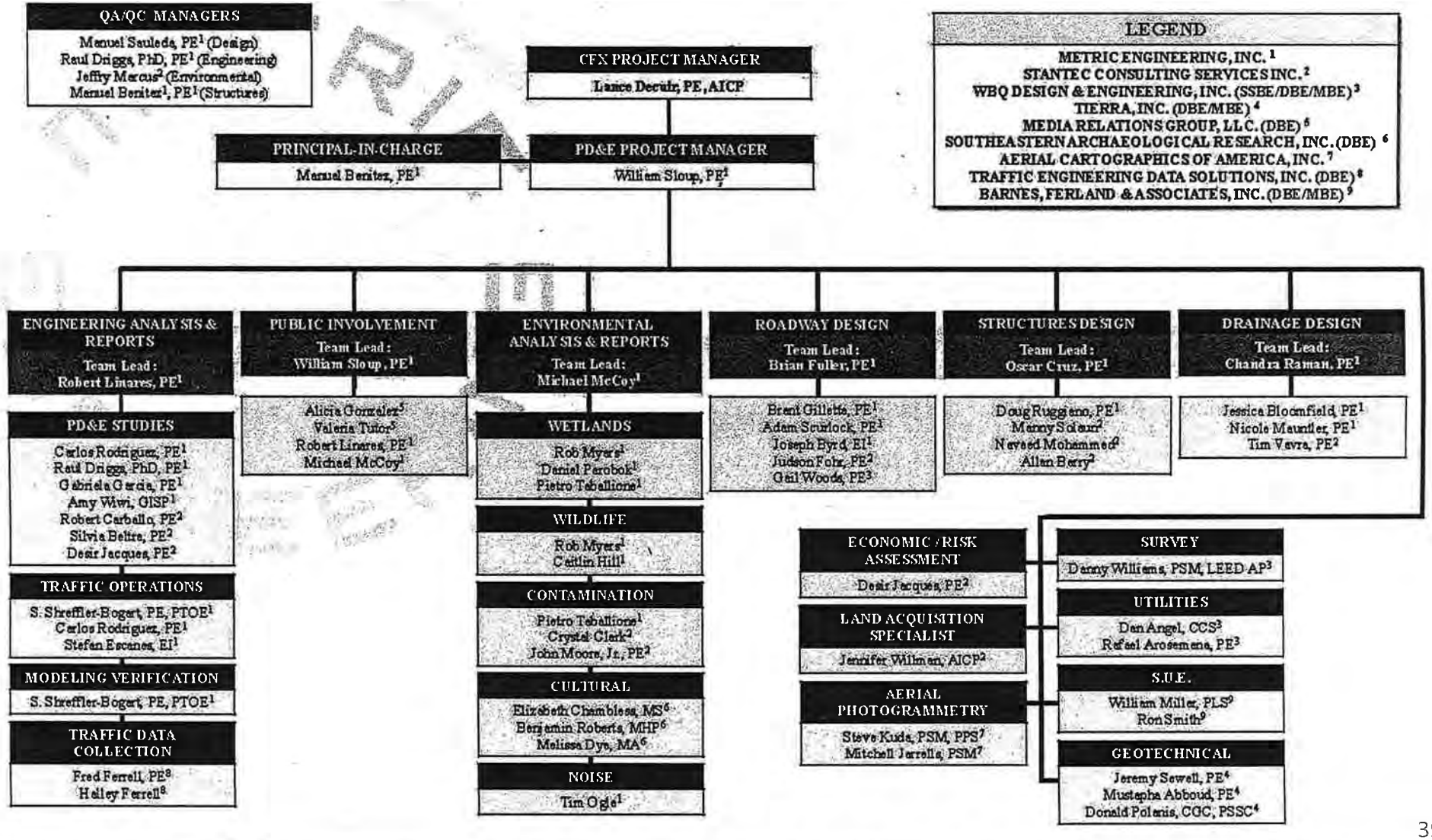
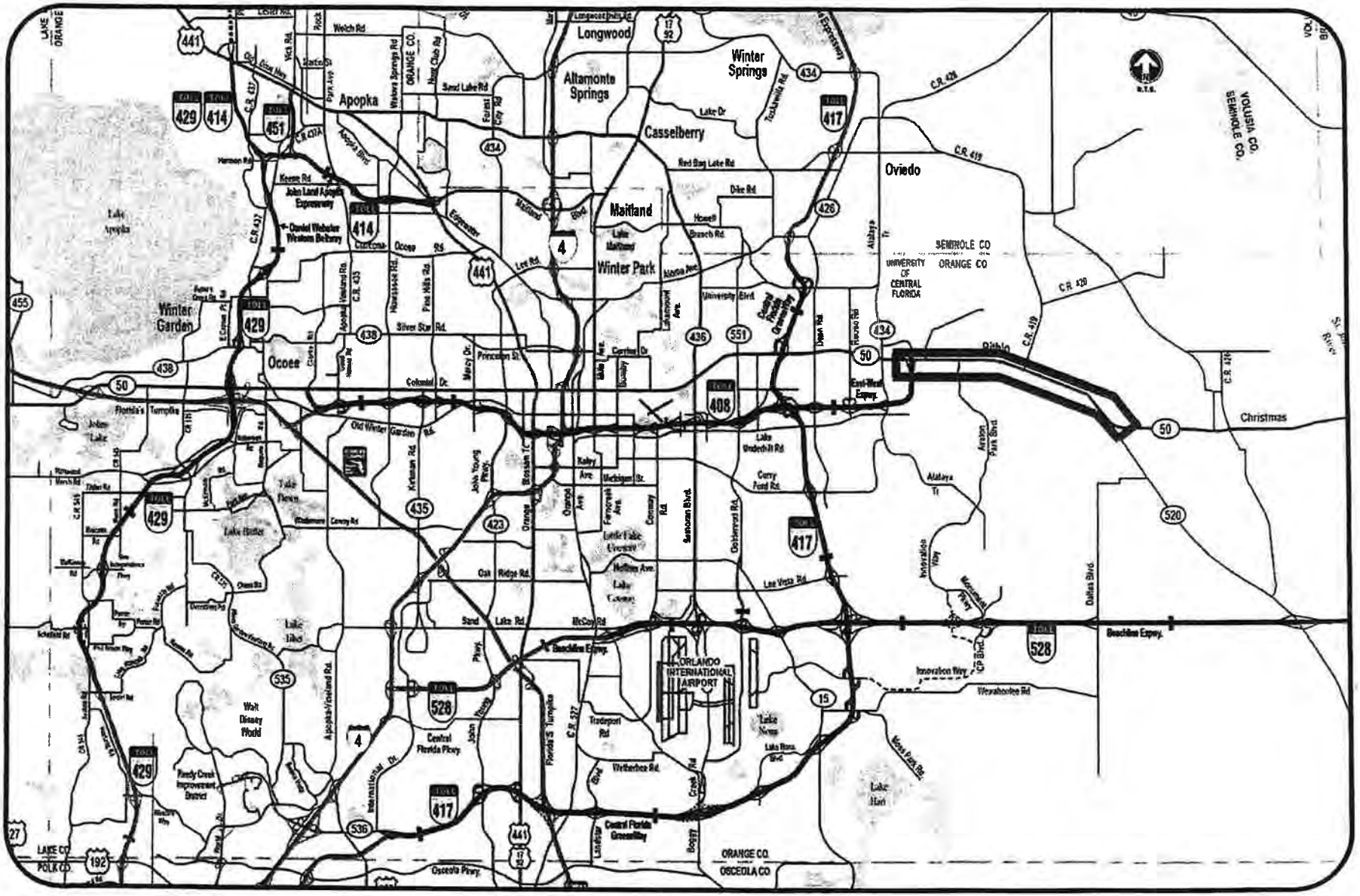


EXHIBIT E

PROJECT LOCATION MAP



SR 408 Eastern Extension PD&E

CONSENT AGENDA ITEM

#12

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: February 24, 2015

RE: Award of Contract to TLP Engineering Consultants, Inc.
S.R. 408 Widening from Good Homes Road to Hiawassee Road
Contract No. 001065

At its meeting on January 8, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to enter negotiations with TLP Engineering Consultants, Inc. (TLP), the firm ranked first. Those negotiations have been completed and Board award of the contract to TLP in the amount of $1,550,000.00 is requested.

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

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TLP ENGINEERING CONSULTANTS, INC.

S.R. 408 WIDENING FROM GOOD HOMES ROAD TO HIAWASSEE ROAD

CONTRACT NO. 001065

CONTRACT DATE: MARCH 12, 2015
CONTRACT AMOUNT: $1,550,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

S.R. 408 WIDENING FROM GOOD HOMES ROAD TO HIAWASSEE ROAD

CONTRACT NO. 001065

MARCH 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
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

TABLE OF CONTENTS

Section	Title	Page
AG	Agreement	AG-1 to AG-21
A	Exhibit "A", Scope of Services	A-1 to A-42
B	Exhibit "B", Method of Compensation	B-1 to B-5
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	

Contract No. 001065

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 12th day of March, 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 TLP ENGINEERING CONSULTANTS, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 11486 Corporate Boulevard, Suite 151, Orlando, Florida 32817.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish certain services in connection with the design of the S.R. 408 widening from Good Homes Road to Hiawassee Road identified as Contract No. 001065.

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.

Reference herein to Director shall mean the AUTHORITY's Executive Director.

Reference herein to the Project Manager shall mean the AUTHORITY's Director of Engineering or his authorized designee. The Project Manager 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 Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager 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 Project Manager.

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by the AUTHORITY at its sole discretion.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in Exhibit "A", or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to the AUTHORITY and at intervals established by the AUTHORITY. The AUTHORITY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of the AUTHORITY as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, the AUTHORITY may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

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 in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. 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.

Florida Bridge and Transportation (Class 1)
AWK Consulting Engineers (Class 2)
Traffic Engineering Data Solutions, Inc. (Class 1)
Geodata Consultants (Class 2)
Geotechnical & Environmental Consultants (Class 2)
Southeastern Surveying and Mapping Class 2)

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 the preparation of construction plans for one construction project. If the work is divided into more than one construction project by the AUTHORITY's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After the AUTHORITY's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to the AUTHORITY, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to Exhibit "A" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by the AUTHORITY of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

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 amount of $1,550,000.00. 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 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 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 11486 Corporate Boulevard, Suite 151, Orlando, Florida 32817.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by the AUTHORITY and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.0 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.

10.0 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 are accurate, complete and current as of the date of this Agreement. 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.

11.0 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 on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit “B”. In determining the percentage of work completed, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this 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 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 11.0 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 Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager 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. 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 Project Manager and the CONSULTANT that cannot be resolved shall be referred to the 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.

13.0 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.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, 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 solely 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 notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against the AUTHORITY alleging negligence or wrongdoing by the CONSULTANT, the AUTHORITY and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, the AUTHORITY will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request

that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. 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 of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY pursuant to F.S. 768.28.

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.

15.0 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.

16.0 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.

16.1 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.

16.2 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.

16.3 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.

16.4 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.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Director of Public Affairs and Communication or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Director of Public Affairs and Communication or his/her designee.

18.0 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.

19.0 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.

20.0 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 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 oversight of the projects or for any project which the

CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 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.

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

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 March 12, 2015.

TLP ENGINEERING CONSULTANTS, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 408 WIDENING,
GOOD HOMES ROAD TO HIAWASSEE ROAD

PROJECT NO. 408-127

IN ORANGE COUNTY, FLORIDA

FEBRUARY, 2015

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

	Description		Page No.
1.0	GENERAL		
	1.01	Location	A-1
	1.02	Description	A-1
	1.03	Purpose	A-1
	1.04	Organization	A-2
	1.05	Term of Agreement for Design Services	A-2
2.0	STANDARDS		A-3
3.0	DESIGN CRITERIA		
	3.01	General	A-4
	3.02	Geometry	A-4
	3.03	Bridge and Other Structures	A-7
4.0	WORK PERFORMED BY CONSULTANT		
	4.01	Design Features	A-8
	4.02	Governmental Agencies	A-8
	4.03	Preliminary Design Report-Review	A-8
	4.04	Surveys and Mapping	A-9
	4.05	Geotechnical Investigation	A-11
	4.06	Contamination Impact Analysis	A-12
	4.07	Pavement Design	A-12
	4.08	Borrow Pits	A-12
	4.09	Governmental Agency and Public Meetings	A-13
	4.10	Environmental Permits	A-13
	4.11	Utilities	A-14
	4.12	Roadway Design	A-15
	4.13	Structures Design	A-16
	4.14	Drainage Design	A-17
	4.15	Roadway Lighting	A-18

TABLE OF CONTENTS (cont.)

	Description	Page No.
4.16	Traffic Engineering	A-18
4.17	Signing Plans	A-19
4.18	Pavement Marking Plans	A-19
4.19	Right-of-Way Surveys	A-20
4.20	Cost Estimates	A-20
4.21	Special Provisions and Specifications	A-20
4.22	Fiber Optic Network (FON)	A-20
4.23	Toll Plazas	A-23
4.24	Post-Design Services	A-23
5.0	MATERIALS FURNISHED BY THE AUTHORITY OR ITS DESIGNEE	
5.01	Record Documents	A-26
5.02	Traffic Data	A-26
5.03	Other	A-26
6.0	WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE	
6.01	Right-of-Way Acquisition	A-27
6.02	Utility Agreements	A-27
6.03	Public Involvement	A-27
6.04	Contracts and Specifications Services	A-27
6.05	Post-Design Services	A-27
6.06	Environmental Permits	A-27
6.07	Conceptual Specialty Design	A-28
7.0	ADMINISTRATION	
7.01	Orlando-Orange County Expressway Authority	A-29
7.02	Authority's Project Manager	A-29
7.03	Consultant	A-30
7.04	Project Control	A-30
7.05	Work Progress	A-31
7.06	Schedule	A-31
7.07	Project Related Correspondence	A-31

TABLE OF CONTENTS (cont.)

Description		Page No.
7.08	Quality Control	A-31
7.09	Consultant Personnel	A-32
7.10	Site Visit	A-32
7.11	Acceptability of Work	A-32
7.12	Design Documentation	A-32
7.13	Reviews and Submittals	A-34
7.14	30% Roadway Plan Submittal	A-35
7.15	30% Bridge and Structural Plan Submittal	A-37
7.16	60% Roadway Plan Submittal	A-37
7.17	90% Bridge and Structure Plan Submittal	A-40
7.18	90% Roadway Plan Submittal	A-40
7.19	100% Roadway, Bridge, Structural, and Right-of-Way Plans	A-42
7.20	Pre-Bid Plans	A-42
7.21	Bid Set	A-42

1.0 GENERAL

1.01 Location

A. See EXHIBIT "E", Project Location Map.

1.02 Description

The services to be provided under this contract will include final design, preparation of construction drawings and specifications for the S.R. 408 Widening from Good Homes Road to Hiawassee Road. The project will add one (1) general use lane in each direction to provide for six (6) general use lanes on S.R. 408 within the project limits. The S.R. 408 twin bridges over Hiawassee Road will be widened to the median and the S.R. 408 westbound bridge over Lake Sherwood will be widened to the outside as a part of this project. In addition, milling and resurfacing of all the existing asphalt pavement within the project limits is included in this project.

Additional elements include: surveying, drainage evaluation and design, permitting, lighting, signalization, signing and pavement markings, maintenance of traffic, utility design and coordination, fiber optic network, walls, geotechnical analysis, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design project.

1.03 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 408 Widening from Good Homes Road to Hiawassee Road.

B. The Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final signal plans, final traffic control plans, final utility, final fiber optic network plans and final signing and pavement marking plans.

C. The Authority's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

A. The Authority's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of the Authority and the Consultant.

1.05 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be 12 months from notice to proceed, including all reviews.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, the Authority's Design Practices and Standard Notes and the Authority's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2015 edition, and updates, shall be used for this project.

2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.

3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.

4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

7. The CFX ITS Design Standard Details for Design, Construction, Maintenance and Utility Operations on the State Highway System, July 2014, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

Design of this project will be guided by the basic design criteria listed below.

A. The design criteria listed in this section and Project Design Directives, provided by the Authority during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2037

C. Design vehicle – WB-62FL

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	EXPRESSWAY RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment a. Max. Curve, Degrees	3°° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment a. Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change) Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft. Right Left	4-Lane 12 (10 paved) 8 (4 paved)	Single Lane 6 (4 paved) 6 (2 paved)	8 (4*paved) 8 (2 paved) * min. 5' paved FDOT

DESIGN ELEMENT	EXPRESSWAY MAINLINE	EXPRESSWAY RAMPS	CROSSROADS/ COLLECTORS
	6-Lane	Dual Lane	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
	6-Lane	Dual Lane	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break), except WB Lake Sherwood will use 3%		
3. Left Shoulder		5%	5%
4. Right Shoulder		6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	5% 6%	N/A	22' or 40'
	64' (typical) 26' (with barrier)		
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
b. Six hundred (600) ft. between exit and entrance terminals
c. Single Lane Entrance Ramp Parallel
d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

a. Ten (10) ft. from back of walls or limit of construction.
b. Two (2) ft. from back of sidewalk on frontage roads.
c. Drainage and construction easements as required
d. Limited access right-of-way limits per Index 450
e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.03 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Plans Preparation Manual, FDOT Standard Drawings, FDOT Indices, etc., except as otherwise directed by the Authority.

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The services to be provided under this contract will include final design, preparation of construction drawings and specifications for the S.R. 408 Widening from Good Homes Road to Hiawassee Road. The project will add one (1) general use lane in each direction to provide for six (6) general use lanes on S.R. 408 within the project limits. The S.R. 408 twin bridges over Hiawassee Road will be widened to the median and the S.R. 408 westbound bridge over Lake Sherwood will be widened to the outside as a part of this project. In addition, milling and resurfacing of all the existing asphalt pavement within the project limits is included in this project.

Additional elements include: surveying, drainage evaluation and design, permitting, lighting, signalization, signing and pavement markings, maintenance of traffic, utility design and coordination, fiber optic network, walls, geotechnical analysis, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design project.

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, City of Orlando, FDOT and SJRWMD.

4.03 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility. Three (3) design alternatives will be developed for the WB on-ramp from the toll plaza to the off-ramp to Good Homes Road. Weave analyses will be performed for each alternative.

At the completion of this review, the Consultant shall submit to the Authority a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by the Authority's Project Manager

with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.04 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by the Authority and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on the Authority's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100' intervals.
4. Meet with Authority's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant in those areas where widening and / or milling and resurfacing are proposed.
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 20'.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas. Consultant will also designate underground utilities in the area of the proposed signal improvements at Hiawassee Road.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points

4.05 Geotechnical Investigation

A. Standards - The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of the Authority and in general accordance with the current edition of the FDOT Soil and Foundations Handbook.

B. Traffic Safety - Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on the Authority system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. Scope of Services - The work includes, but is not limited to the following:

a. Roadway –roadway borings to evaluate soil conditions and groundwater depths, delineation of organic and/or plastic soils, estimation of seasonal high groundwater levels to verify vertical clearance of pavement base, roadway underdrain recommendations if required to provide vertical base clearance, Limerock Bearing Ratio (LBR) tests to determine Design LBR for pavement design, corrosion series testing for alternative pipe material evaluation, settlement analysis for high fill embankments, and embankment slope stability calculations. Pavement cores shall be obtained to determine the existing pavement section. The Consultant shall submit a plan to the Authority for pavement core location approval.
b. Drainage – pond borings to evaluate soil conditions and groundwater depths, delineation of organic and/or plastic soils, estimation of seasonal high groundwater levels, field permeability testing, development of unconfined aquifer parameters, analysis of stormwater volume recovery through infiltration or pond underdrains for use in permitting.
c. Bridge – structure borings to evaluate deep foundation alternatives, detailed analysis of deep foundation capacity versus depth for the selected

bridge foundation system, recommended maximum design load and corresponding foundation depth, recommendations for installation of the selected foundation system, corrosion series testing for evaluation of the substructure environment.

d. Miscellaneous Structures – soil borings for design of retaining walls, box culverts (NOT APPLICABLE), mast arm signal poles, strain poles, overhead sign structures, high mast lights and ITS structures, retaining wall external stability analysis, retaining wall settlement calculations, box culvert foundation and lateral earth pressure recommendations (NOT APPLICABLE), drilled shaft design recommendations for mast arm signal poles, overhead sign structures, high mast lights and ITS structures, recommendations for direct embedment of strain poles and ITS structures.

e. Laboratory Testing – routine laboratory soil classification tests – grain size, percent fines, organic content, Atterberg Limits and natural moisture content - shall be performed on representative soil samples obtained from the borings. Consolidation and triaxial shear strength tests shall be conducted on undisturbed samples obtained from the borings as needed.

f. Soil Boring Profiles – roadway and pond soil borings shall be included on cross-section sheets in the contract plans with the observed water table and estimated seasonal high water table. Structure soil borings shall be drafted on Report of SPT Borings for Structures sheets in accordance with FDOT standards.

g. Geotechnical Reports – Geotechnical Reports for each project design element described above shall be submitted with the preliminary design plans to the Authority's Project Manager for approval. Upon approval of the Geotechnical Report, the Consultant shall proceed with final roadway and structure design.

4.06 Contamination Impact Analysis

A. The Consultant shall perform a limited contamination impact analysis of the adjacent properties along the project alignment in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of the Authority.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if

required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and ramps. The Authority will provide the required traffic data.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.09 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as the Authority may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of the Authority, its Chairman or staff.

B. The Consultant shall assist the Authority in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. The Authority will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at two meetings with adjacent property owners.

4.10 Environmental Permits

A. The Authority's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to

the Authority. (The Authority will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1 Attend the pre-application meetings and site visits with the Authority and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide all plans, calculations, sketches and reports required for permits except as described above.

4. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

5. Assist the Authority in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

6. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

7. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

8. Provide all permit application material in .pdf format and *7* hard copies.

9. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

10. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant

may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by the Authority.

3. Where utility conflicts occur which require utility relocation agreements between the affected utility and Authority, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise the Authority seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by the Authority's Project Manager. After approval of the agreement by the utility and Authority, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections will be prepared as part of the Preliminary Design Report submittal and submitted to the Authority for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)
2. Summary of Pay Items
3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Plans and profiles (plans at 1"=50' scale)
8. Interchange plans, profiles, alignment and plan index sheets
9. Interchange layout plans
10 Intersection plans and profiles or spot elevations
11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities

16. Traffic Control Sheets

17. Utility Adjustment Sheets

18. Details

19. Special provisions

20. Special specifications

4.13 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, alternative framing plans for the tapered spans of the WB Lake Sherwood Bridge, alternative methods to conceal the drainage pipe on the WB Lake Sherwood Bridge including corresponding load rating analysis, wall type / configuration and foundation pile type.

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Complete Bridge designs will be provided for all bridges.

2. Retaining walls

3. Box Culverts (not applicable)

4. Slope protection

5. Approach slabs

6. Details

7. Summary quantity tables

8. Special provisions and specifications

9. Stage construction-sequencing details (if applicable).

10. Sign\Signal structures including the bridge mounted sign on the existing Old Winter Garden Bridge.

11. Sound walls (approximately 2,500' with 8'-10' height).

12. The Consultant shall perform Load Rating Analysis per FDOT criteria for any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval. Preliminary load rating analysis shall be provided at the Bridge Concept Memorandum stage to ensure the modifications will not significantly reduce the bridge's load rating capacity.

4.14 Drainage Design

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

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.

2. Finalize the pond design at the 30% submittal.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify the Authority's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps used in the development of the drainage design to the Authority for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

7. Stormsewer within the median to accommodate the proposed widening. Including the additional stormsewer required at the Dorscher Bridge and overhead sign just east of the toll plaza.

8. Stormsewer at the widening near Pond B and at the Good Homes Road off ramp.

9. Stormsewer on the Lake Sherwood bridge to accommodate widening.

10. Stormwater calculations for the impact to Pond B due to the widening.

11. Median Ditches

4.15 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and Authority design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

B. The Authority will provide a cut sheet for the type of lighting fixtures to be used for this project.

4.16 Traffic Engineering

A. Traffic Data will be furnished by the Authority.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations determined by the Authority and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards along with striping, crosswalks, intersection details, reflective pavement markers and traffic delineators. Any requirements for electric service shall be coordinated with the local electric utility.

B. The Authority will provide conceptual signing plans for the project.

C. The Authority will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures.

D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

F. For the purposes of this proposal, two (2) new cantilever signs and one (1) new Bridge Mounted Sign for Old Winter Garden Road Bridge and zero (0) new overhead truss signs are assumed to be required for the improvements. Also, zero (0) existing cantilevers and zero (0) existing overhead trusses along the project will be affected by the improvements and are assumed to require reconstruction since they do not meet current wind load criteria.

4.18 Traffic Signalization Plans

A. The Consultant shall prepare a component set of traffic signal design plans and contract documents for final traffic signal plans at the intersection of State Road 408 eastbound and westbound off ramps and Hiawassee Road, including striping, crosswalks, intersection details and all necessary elements in accordance with FDOT and Authority design criteria. The work shall include coordination with the local utility to provide electrical service along with the signal maintaining agency. Plan sheet scale shall be at 1"=50' scale.

B. The traffic signal design shall utilize mast arm type traffic signal supports utilizing FDOT standard mast arms and painted in accordance to the practices of the traffic signal maintaining agency.

4.19 Right-of-Way Surveys

A. No additional right-of-way is anticipated for this project.

4.20 Cost Estimates

A. The Consultant shall prepare and submit to the Authority construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by the Authority's Technical Specifications.

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.

   This scope has assumed that one-half (1/2) miles of ITS relocation will be required consisting of one-half (1/2) miles of relocations on the north side of SR 408.

2. Fiber optic network (FON) plans shall include the following:
   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including the Authority's FON

d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
e. Manhole/Pull box locations and stub-out details (standard details provided)
f. Device layout
g. Device installation details
h. Conduit installation details (standard details provided)
i. Fiber optic cable route marker detail (standard details provided)
j. Fiber count per conduit
k. Communications interconnect
l. Connectivity with the FON backbone conduits
m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
o. Controller cabinet, CCTV pole, and foundation details
p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet.
q. Grounding
r. Table of quantities
s. Special notes
t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
v. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements.
w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
x. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements.
y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas

to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current Authority ITS equipment standards.

3. The Consultant shall take the following information into consideration when developing the site construction plans:

   a. Minimize utility conflicts and adjustments.
   b. Minimize traffic impact.
   c. Accessibility and ease of equipment maintenance.
   d. Safety of equipment maintenance personnel and the traveling public.
   e. Maintain the existing FON system through all phases of construction.
   f. Environmental conditions.
   g. Concurrent/future Authority projects.
   h. Compatibility with existing and proposed ITS infrastructure (e.g. Authority enhanced grounding standards for ITS devices, Authority transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
   i. Leased conduits in the Authority FON duct bank that are occupied by the fiber optic cable of other agencies or entities.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.

2. Splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams and fiber allocation charts in the Authority's standard format to document the functional connectivity between fiber optic conduit and all splices.

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of the Authority.

Quantities And General Notes

4. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary.

E. Standard Authority specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.24 Post-Design Services

A. Services shall begin after authorization by the Authority. The Consultant 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.

B. 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 construction contractor, the Authority,

and the Authority's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the Authority's CEI 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. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

E. 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 shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by the Authority. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to the Authority within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

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

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

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

G. 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.

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

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

J. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. The Authority shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY THE AUTHORITY OR ITS DESIGNEE

5.01 Record Documents

A. The Authority will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions, and pile driving records (if available)

2. Available right-of-way plans of existing conditions

3. Current list available to the Authority of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest Authority construction projects.

5.02 Traffic Data

A. The Authority will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed - See Section 3.02, Geometry.

6. AVI Percentages

5.03 Other

1. Utility designates for the FON and roadway lighting within OOCEA right-of-way.

6.0 WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

A. If necessary, the Authority, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. The Authority will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

A. The Authority will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

A. The Authority will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by the Authority. The Authority will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

A. The Authority will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

A. The Authority will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

A. The Authority will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. The Authority will stake wetland lines and coordinate agency site visits. The Authority will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

A. The Authority will provide a conceptual major guide signing plan.

B. The Authority will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

A. The Authority's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by the Authority's Project Manager.

7.02 Authority's Project Manager

The Authority's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for the Authority to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by Authority for conformity with the Authority procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by the Authority does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to the Authority.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

A. The Consultant shall provide data for the Authority's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.05 Work Progress

A. The Consultant shall meet with the Authority's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by the Authority. Two working days prior to each progress meeting, the Consultant shall provide the Authority's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to the Authority's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by the Authority.

7.07 Project Related Correspondence

A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to the Authority for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.

B. The Consultant's quality control plan shall be submitted to the Authority within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by the Authority.

7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. Authority representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to the Authority a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to the Authority. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and the Authority.

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to the Authority for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to the Authority.

C. Three copies of the design notes and computations shall be submitted to Authority with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any Authority comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations.

6. Drainage computations.

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged stream crossing.

10. Earthwork calculations not included in the quantity computation booklet.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

13. Documentation of decisions reached resulting from meetings,

telephone conversations or site visits.

14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by the Authority shall continue through the project development process

B. Formal submittals for review shall be made to the Authority when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (3 sets and 1 .PDF required)

2. 30% Roadway Plans (6 sets and 1 .PDF CD/DVD required)

3. 30% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)

4. 60% Roadway and specifications, Geotechnical Report (6, 6, and 3 sets and 1 .PDF CD/DVD required)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)

7. 90% Roadway and specifications (6 and 6 sets and 1 .PDF CD/DVD required)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (6, 6, 6 and 3 sets and 1 .PDF CD/DVD required))

9. Pre-Bid Plans (3 sets and 1 .PDF CD/DVD required)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and 1 .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than the Authority will not be made until approved by the Authority.

E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by the Authority.

F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to the Authority giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

a) Location map shown complete with destinations, ranges and townships.

b) Beginning and ending stations shown.

c) Any equations on project shown.

d) Project numbers and title shown.

e) Index shown.

2. Drainage Map Prepared

   a) Existing culvert sizes and elevations.

   b) Horizontal alignment shown.

   c) Drainage areas and flow arrows shown.

   d) High water information shown.

   e) Beginning and end stations shown along with any equations on project.

   f) Interchange supplemental maps prepared.

3. Typical Section Sheets

   a) Ramp typical sections developed.

   b) Pavement structure shown.

   c) Special details developed.

   d) General notes shown.

4. Plan and Profile Sheets

   a) Centerline plotted.

   b) Reference points and bench marks shown.

   c) Existing topography.

   d) Base line of surveys, curve data, bearings, etc. shown.

   e) Beginning and end stations (project and construction).

   f) Geometric dimensions.

   g) Proposed and existing limited access right-of-way lines.

   h) Existing ground line.

   i) Proposed profile grade.

j) Type, size and horizontal location of existing utilities.

k) Drainage structures and numbers are shown

l) Drainage ponds are shown.

5. Cross Sections

a) Existing ground line.

b) Preliminary templates at critical locations (not to exceed 500 feet).

c) Existing utilities shown.

6. Interchange Layout and Ramp Profiles

a) Geometric dimensions.

b) Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

a) Striping layout.

b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

   a) Project description and number shown.

   b) Equations, exceptions and bridge stations shown.

   c) North arrow and scale included.

   d) Consultant and Authority sign-off included.

   e) Contract set index complete.

   f) Index of sheets updated.

2. Drainage Maps

   a) Flood data shown.

   b) Cross drains and storm sewer shown.

   c) Bridges shown with beginning and ending stations.

   d) Interchange supplemental sheets updated.

3. Typical Section Sheets

   a) All required typical sections are included.

   b) Limited access right-of-way lines are shown.

   c) Design speed and traffic are shown.

   d) Special details have been completed.

   e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

   a) Match lines shown.

   b) Limited access right-of-way lines shown.

   c) Stations and offset shown for all fence corners and angles.

d) All work shown should be within right-of-way or proposed easement.

e) Drainage structures and numbers are shown.

f) Drainage ponds shown.

g) Curve data and superelevation included.

h) Pavement edges, shoulders and dimensions shown.

i) Project and construction limits shown.

j) Bridges shown with beginning and ending stations.

k) General Notes.

5. Drainage Structures

a) Drainage structures plotted and numbered.

b) Station location and offsets identified.

6. Cross Sections

a) Templates are shown at all stations.

b) Limited access right-of-way lines are shown.

c) Cross section pattern sheet included.

d) Miscellaneous notes included.

e) Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

a) Geometric data shown.

b) Profiles finalized.

c) Coordinate data shown.

d) Limited access right-of-way lines shown.

e) Curve data shown.

f) Bearings and bridges shown.

g) Cross roads, frontage roads, and access roads shown.

h) Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Traffic Signal Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

a) Length of Project with exceptions shown.

b) Index of sheets updated.

2. Drainage Maps

a) Drainage divides, areas and flow arrows shown.

b) Elevation datum and design high water information shown.

c) Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.

b) Limits of side road construction.

c) Angle and stationing for intersections.

d) Treatment for non-standard superelevation transitions diagramed.

e) General notes shown.

f) Special ditches profiled.

5. Drainage Structures

a) Existing structures requiring modifications are shown.

b) Existing and proposed utilities are shown.

6 Soil Borings

a) Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

a) Scale and special ditch grades shown.

b) Utilities plotted.

c) Sub-excavation shown.

d) Volumes computed and shown.

8. Utility Relocation Plans

a) Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Traffic Signal Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.20 Pre-Bid Plans

7.21 Bid Set

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 The AUTHORITY agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of $1,550,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for the AUTHORITY to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

TLP ENGINEERING CONSULTANTS, INC.

Total Activity Salary Costs	$172,616.81
(a) Overhead Additives	
(1) Combined (171.97%)	296,849.13
Subtotal (Salary + Overhead)	469,465.94
(b) Lump Sum for Operating Margin (11.92%)	55,960.34
Subtotal (Salary Related)	525,426.28
(c) Direct Expenses - Lump Sum (Prime)	4,374.00
BASIC FEE	529,800.28
(d) Subcontracts (Limiting Amount)	974,616.55
(e) Allowance	45,583.17
TOTAL MAXIMUM LIMITING AMOUNT	**$1,550,000.00**

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

The AUTHORITY shall reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this Agreement (2) Federal Acquisition Regulations sub-part 31-2 (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980) and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of this Agreement. Allowable Costs and Fees are defined as follows:

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour work week. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour work week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.

- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.

- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by the AUTHORITY'S DIRECTOR.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 171.97% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

No more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by the AUTHORITY to the CONSULTANT as follows, subject to the provisions of Section 3.00:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The CONSULTANT and subconsultants may add staff to the project or modify the salary and wages of employees listed in Exhibit "C" throughout the term of the Agreement without specific approval from the AUTHORITY. Should the CONSULTANT or subconsutants choose to make staff or salary and wage revisions as described in this paragraph, it is understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated classification average rates detailed in Exhibit "C". The basis for all invoicing associated with this Agreement shall be the actual employee salary and wages at the time work was performed on the project by such employee. The CONSULTANT and subconsultants are required to provide salary and wage information to the AUTHORITY upon request to support invoices submitted.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 171.97 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 171.97%; and

- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by the AUTHORITY to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 11.92 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

The AUTHORITY shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by the AUTHORITY.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the AUTHORITY. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from the AUTHORITY.

4.18 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. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit the AUTHORITY to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the AUTHORITY because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to the AUTHORITY upon demand. Further, the AUTHORITY shall have the right to deduct from any payment due the CONSULTANT under any other contract between the AUTHORITY and the CONSULTANT an amount sufficient to satisfy any amount due and owing the AUTHORITY by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to the AUTHORITY for the overpayment, provided the net difference is not zero.

EXHIBIT C

DETAILS OF COSTS AND FEES

Engineering Consultants, Inc.

February 25, 2015

Mr. Glenn Pressimone
Central Florida Expressway Authority.
4974 ORL Tower Road
Orlando, FL 32807

Reference: **Design Consultant Services**
S.R. 408 Widening from Good Homes Road to Hiawassee Road
Fee Proposal & Audit Package

Dear Mr. Pressimone:

Please find enclosed one (1) original copy of the Revised Fee Proposal and Audit Package for the above reference project.

Please let us know if you have any questions or need additional information.

Sincerely,

TLP Engineering Consultants, Inc.

Yassi M. Myers, P.E.
President

11486 CORPORATE BOULEVARD, SUITE 151, ORLANDO, FLORIDA 32817
407-901-5060
WWW.TLPENG.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Number: 408-127

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

TLP Engineering Consultants, Inc.

CFX Contract No.: 001065

SUMMARY FEE SHEET

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Deputy Project Manager	Senior Engineer	Project Engineer	Engineer	Senior Designer	Engineering Intern		Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	24	12	12	0	0	0	0	0	48	$3,192.00	$66.50
403	Preliminary Design Report-Review	1	3	17	17	12	8	0	0	58	$2,988.61	$51.53
404	Surveys and Mapping	0	0	0	0	0	0	0	0	0	$0.00	
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	$0.00	
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	0	$0.00	
407	Pavement Design	2	6	6	9	9	9	2	0	43	$2,078.52	$48.34
408	Borrow Pits	0	0	0	0	0	0	0	0	0	$0.00	
410	Environmental Permits	4	11	11	14	14	14	4	0	72	$3,517.92	$48.86
411	Utilities	0	0	0	0	0	0	0	0	0	$0.00	
412	Roadway Design	57	172	172	229	229	229	59	0	1,147	$55,864.12	$48.70
413	Structures Design	0	0	0	0	0	0	0	0	0	$0.00	
414	Drainage Design	24	72	72	96	96	96	23	0	479	$23,388.88	$48.83
415	Roadway Lighting	0	0	0	0	0	0	0	0	0	$0.00	
416	Traffic Engineering	24	71	71	95	95	95	24	0	475	$23,148.60	$48.73
417	Signal & Pav't Marking Plans	25	74	74	98	98	98	24	0	491	$23,981.44	$48.84
418	Signalization Plans	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	$0.00	
420	Cost Estimates	5	15	15	19	19	19	5	0	97	$4,747.32	$48.94
421	Speical Provisions and Specifications	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	$0.00	
423	Toll Plazas	0	0	0	0	0	0	0	0	0	$0.00	
424	Post Design Services	0	0	0	0	0	0	0	0	0	$0.00	
700	Administration	274	46	46	92	0	0	0	0	458	$29,709.40	$64.87
	TOTAL MANHOURS	**440**	**482**	**496**	**669**	**572**	**568**	**141**	**0**	**3,368**	**$172,616.81**	**$51.25**
	WAGE RATES	**$70.00**	**$63.00**	**$63.00**	**$51.45**	**$42.33**	**$34.50**	**$14.00**	**$0.00**	N/A	N/A	
	TOTAL DIRECT COSTS	**$30,800.00**	**$30,366.00**	**$31,248.00**	**$34,420.05**	**$24,212.76**	**$19,596.00**	**$1,974.00**	**$0.00**	N/A	**$172,616.81**	
		13.1%	**14.3%**	**14.7%**	**19.9%**	**17.0%**	**16.9%**	**4.2%**	**0.0%**	**100.0%**		

Salary Related Costs		
Total Activity Salary Costs	171.97%	$172,616.81
Overhead Activities		$296,849.13
Subtotal Salary Related Costs (Limiting Amount)		**$469,465.94**
	11.92%	
Operating Margin (Lump Sum)		**$55,960.34**
Expenses		
Direct Reimbursables (Out-of-Pocket)		$4,374.00
Permit Fees		$0.00
Subtotal Expenses (Lump Sum)		**$4,374.00**
Subtotal - TLP		**$529,800.28**
Subconsultants		
AWK Consulting Engineers, Inc.		$134,774.15
Florida Bridge and Transportation, Inc.		$485,410.90
Geotechnical and Environmental Consultants, Inc.		$161,667.93
Geodata Consultants, Inc.		$22,102.13
Southeastern Survey and Mapping		$101,120.02
TEDS		$69,541.42
Subtotal Subconsultants (Limiting Amount)		**$974,616.55**
GRAND TOTAL (Maximum Limiting Amount)		**$1,504,416.83**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Governmental Agencies & Public Meetings
Section 402 & 409

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Coordination w/ FDOT	LS			N/A	0		
2. Coordination w/ City of Orlando	LS			N/A	0		
3. Coordination w/ Orange County	LS	1	16	N/A	16		Hiawassee Signals
4. Coordination w/ SJWMD	LS	1	8	N/A	8		
5. FDEP	LS			N/A	0		
6. Public Meetings	EA			N/A	0		
7. Neighborhood Assoc. Meetings	EA			N/A	0		
8. Authority Meetings	EA			N/A	0		
9. City of Orlando Meetings	EA			N/A	0		
10. Orange County Meetings	EA			N/A	0		
11. Preparation of Rdway/Bridge Exhibits	EA	2	12	N/A	24		
12. Other Agency Coordination & Meetings	LS			N/A	0		
TOTAL					**48**		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Preliminary Design Report-Review
Section 403

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Review PD&E Reevaluation	LS			N/A	0		
2. Design Criteria	LS			N/A	0		
3. Preliminary Roadway Geometry	LS			N/A	0		
4. Alternative Evaluations	EA	3	4	N/A	12		Good Homes Road Exit
5. Technical Memorandum	LS	1	40	N/A	40		Typical Sections,
6. MOT Mini-Study	LS			N/A	0		
7. Technical Memorandum	LS			N/A	0		
8. 15% Signing/Marking Plans	LS			N/A	0		
SUBTOTAL				**0**	**52**	**0**	
9. Quality Control	5%	1	N/A	N/A	3		
10. Supervision	5%	1	N/A	N/A	3		
11. Technical Meetings	EA	0	0	N/A	0		
TOTAL				**0**	**58**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Pavement Design
Section 407

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Review Flexible Pav't Design	LS	1	7	N/A	7		Good Homes Ramp (Widening), Good Homes Ramp (M&R), SR 408 (Widening), SR 408 (M&R), Toll Plaza Ramp (M&R), Hiawassee Exit Ramp (M&R), Hiawassee Entrance Ramp (M&R) = 7 designs x 1 hrs
2. Data Collection	LS			N/A	0		
3. ESALS	LS	1	4	N/A	4		
4. Cross Road Pavement Design	LS			N/A	0		
5. Pavement Design Summary	LS	1	28	N/A	28		4 hrs/ design
SUBTOTAL				**0**	**39**	**0**	
6. Quality Control	5%	1	N/A	N/A	2		
7. Supervision	5%	1	N/A	N/A	2		
8. Technical Meetings	EA	0	0	N/A	0		
TOTAL				**0**	**43**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Environmental Permits
Section 410

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Pre-App Coord with OOCEA	LS	1	4	N/A	4		2 person @ 2 hrs each
2. Prepare ERP Application	LS	1	8	N/A	8		
3. RAI Response	LS	1	48	N/A	48		Permit Modification Only
4. Aerial Map	EA				0		
5. Prepare Local Permits	LS			N/A	0		
6. Landowner Addresses	LS			N/A	0		
7. Mitigation Plans	Sheet				0		
SUBTOTAL				**0**	**60**	**0**	
8. Quality Control	5%	1	N/A	N/A	3		
9. Supervision	5%	1	N/A	N/A	3		
10. Preliminary Field Review	EA			N/A	0		
11. Agency Field Review	EA			N/A	0		
12. Agency Pre-App Meeting	EA	1	6	N/A	6		2 persons @ 3 hrs each
TOTAL				**0**	**72**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY | **TLP Engineering Consultants, Inc.**

Project Number: 408-127 | **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Roadway Design
Section 412

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Typical Section Package	LS			N/A	0		
2. Access Management	LS			N/A	0		
3. Horizontal /Vertical Master Design Files	LS	1	492	N/A	492		Widening - WB Exit to Good Homes Road (700'), WB Entrance from Toll Plaza (500'), SR 408 Mainline (5100'), 1.2 miles x 200 hrs = 240 hrs), M&R - WB Exit to Good Homes Road (600'), EB Toll Ramp (2020'), WB Toll Ramp (1710'), EB Exit to Hiawassee (1650'), WB Entrance from Hiawassee (1900'), SR 408 Mainline (3100'), Includes Cross SLope Correction, 2.1 miles x 120 hrs = 252 hrs)
4. Design Variations and Exceptions	LS			N/A	0		
5. Key Map	Sheet	1	8	1	8		
6. Typical Sections	Sheet	6	10	6	60		SR 408 Mainline (Resurface/Widening), SR 408 under Dorcher, WB Exit to Good Homes (Widening, Resurfacing), EB Exit to Hiawassee (Resurface), WB Entrance from Hiawassee (Resurface), Hiawassee Bridge Widenings
7. General Notes	Sheet	1	8	1	8		
8. Summary of Quantities	Sheet	3	8	3	24		Guardrail, Sod, Earthwork,
9. Project Layout	Sheet	2	12	2	24		1"=500'
10. Roadway Plans	Sheet	19	4	19	76		1"=50'
11. Roadway Profiles	Sheet			0	0		
12. Cross Street Plan-Profile	Sheet			0	0		
13. Special Profiles	Sheet			0	0		
14. Interchange Layout	Sheet			0	0		
15. Intersection Detail	Sheet			0	0		
16. Ramp Terminal Details	Sheet	1	12	1	12		WB Exit to Good Homes Road
17. Misc. Construction Details	Sheet	1	16	1	16		
18. Cross Section Design Files	LS	1	120	N/A	120		WB Exit to Good Homes Road (700'), WB Entrance from Toll Plaza (500'), SR 408 Mainline (638+00 to 640+00 = 5100'), 1.2 miles x 100 hrs = 120 hrs
19. Cross Section Pattern	Sheet	2	4	2	8		1"=500'
20. Roadway Soil Survey	Sheet	1	2	1	2		
21. Roadway Cross Sections	EA	63	0.5	63	32		
22. Baseline Control/Curve Data	Sheet			0	0		
23. Computation Book & Quantities	LS	1	120	N/A	120		
24. Summary of Pay Items	LS	1	24	N/A	24		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

SUBTOTAL				**100**	**1,026**	**0**	
25. Quality Control	5%	1	N/A	N/A	51		
26. Supervision	5%	1	N/A	N/A	54		
27. Field Reviews	EA	2	8	N/A	16		2 people x 4 hours
28. Technical Meetings	EA	0	0	N/A	0		
TOTAL				**100**	**1,147**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Drainage Design
Section 414

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Determine Base Clearance Elev	Per Loc.	0	0	N/A	0		
2. Pond Siting Analysis & Report	Per Basin	0	0	N/A	0		
3. Design of Cross Drains	EA			N/A	0		
4. Design of Roadway Ditches	Ditch/Mile	1.30	16	N/A	21		
5. Design of Outfalls	EA	1	8	N/A	8		Pond B
6. Design of Pond	EA	1	32	N/A	32		Pond B
7. Design of Ditch Treatment	Per System			N/A	0		
8. Design of Flood Plain Comp Area	EA			N/A	0		
9. Design of Storm Drains	EA	14	3	N/A	42		3 @ offramp, 3 @ Aux Lane, 3 @ OH Sign, 3 @ Dorscher, + 10%
10. Optional Culvert Material	LS			N/A	0		
11. French Drain Systems	Per 1K Ft			N/A	0		
12. Drainage Wells	EA			N/A	0		
13. Drainage Design Doc Report	LS	1	40	N/A	40		
14. Bridge Hydraulic Report	EA			N/A	0		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

15. Drainage Map	Sheet	5	32	5	160		4 Maps @ 200 scale + Existing Structures Sheet
16. Interchange Drainage Map	Sheet			0	0		
17. Summary of Drainage Structures	Sheet	1	16	1	16		
18. Optional Pipe/Culvert Material	Sheet				0		
19. Drainage Structure Sheet	EA	14	3	14	42		
20. Misc Drainage Details	Sheet	1	8	1	8		
21. Lateral Ditch Plan-Profile	Sheet			0	0		
22. Lateral Ditch Cross Sections	EA			0	0		
23. Retention/Det Pond Details	Sheet	1	32	1	32		Pond B
24. Pond Cross Sections	EA	10	0.5	10	5		
25. Erosion Control Plan	Sheet				0		
26. SWPPP	Sheet				0		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

27. Bridge Deck Spread and Downspout Design	LS	1	8	N/A	0		
SUBTOTAL				**32**	**406**		
27. Quality Control	5%	1	N/A	N/A	20		
28. Supervision	5%	1	N/A	N/A	21		
29. Field Reviews	EA	2	16	N/A	32		2 persons @ 8 hrs each x 2 trips
30. Technical Meetings	EA	0	0	N/A	0		
TOTAL				**32**	**479**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Traffic Engineering
Section 416

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Traffic Data Collection	LS			N/A	0		
2. TCP Design Analysis	LS	1	40	N/A	40		
3. Temp Drainage Analysis	LS			N/A	0		
4. Master TCP Design Files	LS	1	228	N/A	228		Widening - WB Exit to Good Homes Road (1300'), WB Entrance from Toll Plaza (500'), SR 408 Mainline (8100'), 1.9 miles x 60 hrs x 2 phases =228 hrs)
4. Typical Sections (x-sections)	Sheet	2	16	2	32		
5. General Notes/Const. Sequence	Sheet	1	16	1	16		
6. Typical Details	Sheet				0		
7. Tabulation of Quantities	Sheet				0		
8. TCP Plan Sheets	Sheet	19	4	19	76		
9. Pavement Marking/Signing Detail	Sheet				0		
10. Temporary Signal	Sheet				0		
11. Detour Routing	LS	1	24	N/A	24		For Ramp Construction
SUBTOTAL				**22**	**416**	**0**	
13. Quality Control	5%	1	N/A	N/A	21		
14. Supervision	5%	1	N/A	N/A	22		
15. Constructility Review	EA			N/A	0		
16. Field Review	LS	1	8	N/A	8		2 people x 4 hours
17. Coordination w/ City & County	LS	1	8	N/A	8		2 people x 4 hours
TOTAL				**22**	**475**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Signing & Pavement Marking Plans
Section 417

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Traffic Data Analysis	LS	1	6	N/A	6		
2. Reference & Master Design Files	LS	1	150	N/A	150		30 hrs setup + 34 hrs/mile x 3.5 miles
3. Multi Post Sign Support Calc.	EA	1	4	N/A	4		
4. Sign Panel Design Analsysis	EA	20	4	N/A	80		
5. Sign Lighting/Electrical Calc.	EA			N/A	0		
6. Key Sheet	Sheet	1	6	1	6		
7. Summary of Pay Items	Sheet			0	0		
8. Tabulation of Quantities	Sheet	3	8	3	24		
9. General Notes/Pay Item Notes	Sheet	2	6	2	12		
10. Project Layout	Sheet	2	8	2	16		1"=500'
11. Plan Sheet	Sheet	19	4	19	76		
12. Typical Details	EA	4	2	4	8		CFX Standard Drawings
13. Guide Sign Work Sheet	EA	20	2	10	40		
14. Traffic Monitoring Site	EA				0		
15. Cross Sections	EA	2	4	2	8		2 overhead structures
16. Special Service Point Detail	EA				0		
17. Special Details	LS				0		
SUBTOTAL				**42**	**430**	**0**	
18. Quality Control	5%	1	N/A	N/A	22		
19. Supervision	5%	1	N/A	N/A	23		
20. Field Review	EA	2	8	N/A	16		2 people x 4 hours
21. Technical Meeting	EA	0	0	N/A	0		
TOTAL				**42**	**491**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

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	1	40	N/A	40		
2. 60% Construction Cost Est.	LS	1	16	N/A	16		
3. 90% Construction Cost Est.	LS	1	16	N/A	16		
4. 100% Construction Cost Est.	LS	1	8	N/A	8		
5. Pre-Bid Construction Cost Est.	LS	1	4	N/A	4		
6. Bid Construction Cost Est.	LS	1	4	N/A	4		
SUBTOTAL				**0**	**88**	**0**	
6. Quality Control	5%	1	N/A	N/A	4		
7.. Supervision	5%	1	N/A	N/A	5		
TOTAL				**0**	**97**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Administration
Section 700

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Project Control	LS	1	104	N/A	104		12 month contract (52 weeks) - 2 hrs per week
2. Work Progress	EA	26	5	N/A	130		Bi-weekly meetings (2 people x 2 hours + 1 hr to develop agenda, minutes, progress report)
3. Schedule	LS	1	24	N/A	24		
4. Correspondence	LS	1	104	N/A	104		2 hours per week x 52 weeks
5. Quality Control	LS			N/A			See individual design elements
6. Initial Site Visit	LS	1	8	N/A	8		
7. Project Procedures Manual	LS			N/A	0		
8. Design Documentation	LS	1	40	N/A	40		
9. Technical Meetings	LS	1	48	N/A	48		Preliminary Design Report (2 people x 3 hrs) + Pavement Design (2 people x 3 hrs) + Roadway (4 meeting x 3 hrs) + Drainage (4 meetings x 3 hrs) + S&PM (4 meetings x 3 hrs)
TOTAL				**0**	**458**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **TLP Engineering Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Roac

MISCELLANEOUS & OUT-OF-POCKET EXPENSES

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

REPRODUCTION COST:

	Blueline	Vellum	Copies 11 x 17	Copies 8.5 x 11
Phase I	0 sheets	0 sheets	1206 sheets	1500 sheets
Phase II	0 sheets	0 sheets	1176 sheets	1200 sheets
Phase III	0 sheets	0 sheets	1176 sheets	1200 sheets
Phase IV	0 sheets	0 sheets	1176 sheets	1200 sheets
Final	0 sheets	0 sheets	784 sheets	800 sheets
TOTALS	0 sheets	0 sheets	5518 sheets	5900 sheets

Blueline Cost	0 sheets @		=	$0.00
CADD Color Plots	165 SF @	$4.00	=	$660.00
11 x 17	5318 sheets @	$0.21	=	$1,116.78
8.5 x 11	5700 sheets @	$0.12	=	$684.00
Color Copies				
8.5"x11"	200 sheets @	$0.69	=	$138.00
11"x17"	200 sheets @	$1.19	=	$238.00
GBC Binding	30 bindings @	$0.80	=	$24.00
Display Boards	165 each @	$5.00	=	$825.00
CD	0 each @	$0.00	=	$0.00
3 Ring Binders	0 each @	$0.00	=	$0.00
Screw Posts	0 each @	$0.00	=	$0.00
Report Tabs	0 each @	$0.00	=	$0.00
Covers (Laminated)	0 each @	$0.00	=	$0.00
Raster Color Plots	0 SF @	$0.00	=	$0.00
TOTAL REPRODUCTION COSTS				$3,685.78

TRAVEL From: Orlando

To Project:

Per Diem	0	trips x	0	people x	0	days/trip @	$0.00	/diem		$0.00
Comm	0	trips x	0	people @	$0.00	/trip				$0.00
POV	9	trips x	23	mi @	$0.445	/mi				$92.12
Rental	0	trips x (	0	days/trip @	$0.00	/day +		mi @	$0.445 /mi)	$0.00
TOTAL TRAVEL COSTS										$92.12

MISCELLANEOUS COSTS

Postage & Telephone	0 months @	$0.00 /month	$0.00
Overnight Delivery	10 each @	$28.36 /each	$283.60
Same Day Delivery	10 each @	$31.25 /each	$312.50
Film & Processing	rolls @	/roll	$0.00

TOTAL EXPENSES (Lump Sum) **$4,374.00**

Engineering Consultants, Inc.

Central Florida Expressway Authority

Audit Package

for

TLP Engineering Consultants, Inc.

Professional Engineering Consultant Services For S.R. 408 Widening From Good Homes Road to Hiawassee Road

CFX Contract No.: 001065

Project No.: 408-217

February 25, 2015

11486 Corporate Boulevard, Suite 151, Orlando, Florida 32817
407-901-5060
WWW.TLPENG.COM

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 17, 2014

RECEIVED
JUN 23 2014
TLP ENGINEERING

Yassamin Myers, President
TLP ENGINEERING CONSULTANTS, INC.
11486 Corporate Boulevard, Suite 151
Orlando, Florida 32817

Dear Mr. Myers:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	171.97%	0.262%	Reimbursed	1.62% (Home)

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

BizNet Profile: TLP ENGINEERING CONSULTANTS

Name: TLP ENGINEERING CONSULTANTS
Business Description: CIVIL ENGINEERING AND STRENGTHENING ITS CAPABILITIES IN GENERAL ENGINERING CONSULTIN
Street: 9505 KINGSBURY COURT
City: WINDERMERE **State:** FL **Zip:** 34786
County: SEMINOLE **District:** DISTRICT FIVE
Phone: (407) 257-6582 **Fax:** (407) 296-4027
E-mail: YASSI.MYERS@TLPENG.COM
Work Location:
County: CNTY/ST-WIDE
District: DIST/ST WIDE
Contact: YASSAMIN M MYERS
UCP Cert. DBE **State Cert.:** OBE **UCP Certifying Member:** FDOT
First SC: 941 **First NAICS:** 54133
2nd SC: 300 **3rd SC:** **4th SC:** **5th SC:** **6th SC:** **7th SC:** **8th SC:** **9th SC:** **10th SC:**
2nd NAICS: 541618 **3rd NAICS:** **4th NAICS:** **5th NAICS:** **6th NAICS:** **7th NAICS:** **8th NAICS:** **9th NAICS:** **10th NAICS:**
ACDBE: No

NOTE:
OBE stands for Other Business Enterprise indicating that the firm is not certified.

Return to the Main Menu

Back to Search Results

Through January 3, 2014

Florida Department of Transportation 2008.

Basis of Hourly Rates
TLP Engineering Consultants, Inc.
Professional Engineering Consultant Services for
S.R. 408 Widening From Good Homes Road to Hiawassee Road
CFX Contract No. 001065 / Project No. 408-217

Classification	Name	% Participation	2015 Rate	Average Rate	Wage Rate for Classification Without Escalation
Project Manager					
	Myers, Yassamin	100%	70.00	70.00	
		100%		70.00	$70.00
Deputy Project Manager					
	Dickison, Stephen	100%	63.00	63.00	
		100%		63.00	$63.00
Senior Engineer					
	Myers, James	100%	63.00	63.00	
		100%		63.00	$63.00
Project Engineer					
	Lee, Danh	100%	51.45	51.45	
		100%		51.45	$51.45
Engineer					
	Nicholas Milazzo	33%	42.30	13.96	
	Shrader, Brice	33%	42.30	13.96	
	Whikehart, Eric	34%	42.40	14.42	
		100%		42.33	$42.33
Senior Designer					
	Hilborn, Scott	100%	34.50	34.50	
		100%		34.50	$34.50
Engineer Intern	Catalan, Enrique	100%	14.00	14.00	
		100%		14.00	$14.00

Direct Salary	100.00%
Audited Overhead	171.97%
Total Before Profit	271.97%
Profit	11.92%

Average Annual Escalation: 0.000%

WAGE RATE CERTIFICATION:
I certify that the wages listed for the employees above are current as of this date. I have attached a copy of the current payroll register that supports these rates.

2/20/2015
Date

11486 CORPORATE BOULEVARD, SUITE 151, ORLANDO, FLORIDA 32817
407-901-5060
WWW.TLPENG.COM

SR 408 Widening from Good Homes Road to Hiawassee Road

Project No. 408-127
Contract No. 001065

Subconsultant Fee Proposal

AWK Consulting Engineers, Inc.

awk
CONSULTING
ENGINEERS, INC.

GEOTECHNICAL, ENVIRONMENTAL, CIVIL AND STRUCTURAL ENGINEERING
SURVEYING CONSTRUCTION INSPECTION

February 25th, 2015

TLP Engineering Consultants, Inc.
11486 Corporate Boulevard Suite 151
Orlando, Florida 32817
ATTN: Yassi M. Myers, P.E.

Re: **Proposal for Geotechnical Engineering Services**
SR408 Widening from Good Homes Rd to Hiawassee Rd
Orange County, FL
CFX Contract Number 001065
AWK Proposal No. EB15410000

Dear Yassi:

AWK is pleased to submit this proposal to TLP Engineering Consultants, Inc. to provide geotechnical engineering services on this project for roadway, drainage, miscellaneous structures and QC review for the bridge foundation analysis. Based on our communications with TLP and the prime geotechnical consultant on the project, GEC, Inc., we understand our services are required for the following:

- Roadway and drainage: roadway widening at various locations, and expansion of one existing stormwater pond, and miscellaneous structures such as,
- One overhead cantilever sign,
- Mast arm signal poles, (2 intersections at 3 locations each),
- Soundwalls at four locations, for a total of 2500 L.F., and
- Quality Control (QC) review of the bridge foundation analysis and design recommendations.

Attached are breakdowns of the geotechnical fee for each of these components, along with a compiled total. The following Not-To-Exceed fees were estimated:

- Roadway and Drainage: $ 71,731.78
- Miscellaneous Structures: $ 54,706.87
- QC Review for Bridge: $ 8,335.50
- Total Not-To-Exceed: $134,774.15

Thank you for the opportunity to be of service to you and the Central Florida Expressway Authority on this important project. We look forward to working together very soon.

Sincerely,
AWK CONSULTING ENGINEERS, INC.

Rachel F. Andre, M.S., P.E.
Florida Branch Manager

Orlando
6457 Hazeltine Natl Dr Ste 150
Orlando, FL 32822
Ph (407) 203-3804
Fax (888) 282-9897

Pittsburgh
1225 Rodi Rd
Turtle Creek, PA 15145
Ph (412) 823-8331
Fax (412) 823-3390

Harrisburg
3552 Gettysburg Rd, Ste 100
Camp Hill, PA 17011
Ph (717) 540-5460
Fax (717) 540-5461

awk CONSULTING ENGINEERS, INC.

Orlando Office
6457 Hazeltine National Drive
Suite 150 Orlando, FL 32822

SR408 WIDENING FROM GOOD HOMES RD TO HIAWASSEE RD
CONTRACT NO. 0010605
TOTAL GEOTECHNICAL ENGINEERING FEES
ROADWAY/DRAINAGE, MISC. STRUCTURES AND BRIDGE QC REVIEW

	ITEM DESCRIPTION	UNIT	No. Units	RATE	TOTAL
FIELD EXPLORATION					
A.	Equipment Mobilization				
	1. Truck Mounted Equipment	each	2	$ 500.00	$ 1,000.00
	2. Mudbug Drill Rig	each	3	$ 600.00	$ 1,800.00
	3. Track	each		$ 4,500.00	$ -
	10. Soil Survey/Coring Crew Mobilization	each	1	$ 250.00	$ 250.00
	12. GPS Unit (Tech time additional hourly rate)	day	4	$ 75.00	$ 300.00
B.	SPT Borings (ASTM D1586)				
	1. Truck/Mudbug				
	i. 0 - 50 feet	LF	590	$ 15.00	$ 8,850.00
	ii. 50 - 100 feet	LF		$ 19.00	$ -
C.	Grout Boreholes to surface				
	1. Truck/Mudbug				
	i. 0 - 50 feet	LF	50	$ 5.00	$ 250.00
	ii. 50 - 100 feet	LF		$ 6.00	$ -
D.	Casing - 3 inch				
	1. Truck/Mudbug				
	i. 0 - 50 feet	LF	20	$ 10.00	$ 200.00
	ii. 50 - 100 feet	LF		$ 11.00	$ -
E.	Auger Borings (Hand,Truck)				
	1. 0 - 50 feet	LF	710	$ 11.50	$ 8,165.00
F.	Auger Borings (Mudbug)				
	1. 0 - 50 feet	LF	40	$ 15.00	$ 600.00
G.	Field Permeability Tests				
	1. 0 - 10 feet	each	1	$ 350.00	$ 350.00
	2. 10 - 25 feet	each	1	$ 400.00	$ 400.00
H.	Drill Rig and Crew Time (Standby Time, Clearing, Difficult Access, etc...)				
	1. Truck/Mudbug				
	i. Two Person Crew	hour		$ 200.00	$ -
	ii. Three Person Crew	hour	30	$ 275.00	$ 8,250.00
I.	Drill Mud Contain/Disposal				
	Truck/Mudbug	Each	17	$ 200.00	$ 3,400.00
	Track/Barge/Amphibious	Each		$ 400.00	$ -
J.	Pavement Cores, Night, including MOT	each	48	$ 400.00	$ 19,200.00
	Total Field Services				$ 53,015.00
LABORATORY TESTING					
A.	Natural Moisture	each	49	$ 15.00	$ 735.00
	Grain Size Analysis				
B.	1. Full Gradation	each	40	$ 60.00	$ 2,400.00
C.	2. Single Sieve	each	38	$ 40.00	$ 1,520.00
D.	Hydrometer	each		$ 150.00	$ -
E.	Organic Content	each	21	$ 50.00	$ 1,050.00
F.	Atterberg Limits (Plastic Limit & Liquid Limit)	each	28	$ 90.00	$ 2,520.00
G.	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	each	12	$ 160.00	$ 1,920.00
	Total Laboratory Services				$ 10,145.00
PROFESSIONAL AND TECHNICAL SERVICES					
A.	Chief Engineer	Per Hour	21	$ 204.32	$ 4,290.72
B.	Senior Engineer	Per Hour	72	$ 146.05	$ 10,515.60
C.	Geotechnical Engineer	Per Hour	319	$ 130.55	$ 41,645.45
D.	Senior Engineering Technician	Per Hour	71	$ 73.62	$ 5,227.02
E.	Engineering Technician	Per Hour	8	$ 49.60	$ 396.80
F.	CADD Operator	Per Hour	93	$ 76.44	$ 7,108.92
G.	Administrative Assistant	Per Hour	36	$ 67.49	$ 2,429.64
	Total Professional Services				$ 71,614.15
	GRAND TOTAL				$ 134,774.15

AWK CONSULTING ENGINEERS, INC.

Orlando Office
6457 Hazeltine National Drive
Suite 150 Orlando, FL 32822

SR408 WIDENING FROM GOOD HOMES RD TO HIAWASSEE RD
CONTRACT NO. 0010605
GEOTECHNICAL ENGINEERING FEES
ROADWAY AND DRAINAGE

	ITEM DESCRIPTION	UNIT	No. Units	RATE	TOTAL
FIELD EXPLORATION					
A.	Equipment Mobilization				
	1. Truck Mounted Equipment	each	1	$ 500.00	$ 500.00
	2. Mudbug Drill Rig	each	1	$ 600.00	$ 600.00
	3. Track	each		$ 4,500.00	$ -
	10. Soil Survey/Coring Crew Mobilization	each	1	$ 250.00	$ 250.00
	12. GPS Unit (Tech time additional hourly rate)	day	1	$ 75.00	$ 75.00
H.	Auger Borings (Hand,Truck)				
	1. 0 - 50 feet	LF	710	$ 11.50	$ 8,165.00
I.	Auger Borings (Mudbug)				
	1. 0 - 50 feet	LF	40	$ 15.00	$ 600.00
J.	Field Permeability Tests				
	1. 0 - 10 feet	each	1	$ 350.00	$ 350.00
	2. 10 - 25 feet	each	1	$ 400.00	$ 400.00
K.	Hand Probing/Wash Borings				
	1. Two Person Crew	hour		$ 150.00	$ -
	2. Three Person Crew	hour		$ 175.00	$ -
L.	Drill Rig and Crew Time (Standby Time, Clearing, Difficult Access, etc...)				
	1. Truck/Mudbug				
	i. Two Person Crew	hour		$ 200.00	$ -
	ii. Three Person Crew	hour	12	$ 275.00	$ 3,300.00
T.	Pavement Cores, Night, including MOT	each	48	$ 400.00	$ 19,200.00
	Total Field Services				$ 33,440.00
LABORATORY TESTING					
A.	Natural Moisture	each	25	$ 15.00	$ 375.00
	Grain Size Analysis				
B.	1. Full Gradation	each	40	$ 60.00	$ 2,400.00
C.	2. Single Sieve	each		$ 40.00	$ -
D.	Hydrometer	each		$ 150.00	$ -
E.	Organic Content	each	10	$ 50.00	$ 500.00
F.	Atterberg Limits (Plastic Limit & Liquid Limit)	each	15	$ 90.00	$ 1,350.00
J.	Corrosion Series (pH, Sulfate, Chloride, Resisti	each	12	$ 160.00	$ 1,920.00
	Total Laboratory Services				$ 6,545.00
PROFESSIONAL AND TECHNICAL SERVICES					
A.	Chief Engineer	Per Hour	10	204.32	$ 2,043.20
B.	Senior Engineer	Per Hour	40	146.05	$ 5,842.00
D.	Geotechnical Engineer	Per Hour	130	130.55	$ 16,971.50
E.	Senior Engineering Technician	Per Hour	32	73.62	$ 2,355.84
F.	Engineering Technician	Per Hour	8	49.60	$ 396.80
G.	CADD Operator	Per Hour	40	76.44	$ 3,057.60
H.	Administrative Assistant	Per Hour	16	67.49	$ 1,079.84
	Total Professional Services				$ 31,746.78
	GRAND TOTAL				$ 71,731.78

AWK CONSULTING ENGINEERS, INC.

Orlando Office
6457 Hazeltine National Drive
Suite 150 Orlando, FL 32822

SR408 WIDENING FROM GOOD HOMES RD TO HIAWASSEE RD
CONTRACT NO. 0010605
GEOTECHNICAL ENGINEERING FEES
MISCLELLANEOUS STRUCTURES: MAST ARM SIGNAL POLES
(2 intersections @ 3 poles each)

	ITEM DESCRIPTION	UNIT	No. Units	RATE	TOTAL
FIELD EXPLORATION					
A.	Equipment Mobilization				
	1. Truck Mounted Equipment	each	1	$ 500.00	$ 500.00
	2. Mudbug Drill Rig	each		$ 600.00	$ -
	12. GPS Unit (Tech time additional hourly rate)	day	1	$ 75.00	$ 75.00
B.	SPT Borings (ASTM D1586) - 6 SPT borings at 40'	each			
	1. Truck/Mudbug				
	i. 0 - 50 feet	LF	240	$ 15.00	$ 3,600.00
	ii. 50 - 100 feet	LF		$ 19.00	$ -
C.	Grout Boreholes to surface				
	1. Truck/Mudbug				
	i. 0 - 50 feet	LF		$ 5.00	$ -
	ii. 50 - 100 feet	LF		$ 6.00	$ -
D.	Casing - 3 inch				
	1. Truck/Mudbug				
	i. 0 - 50 feet	LF		$ 10.00	$ -
	ii. 50 - 100 feet	LF		$ 11.00	$ -
E.	Drill Rig and Crew Time (Standby Time, Clearing, Difficult Access, etc...)				
	1. Truck/Mudbug				
	i. Two Person Crew	hour		$ 200.00	$ -
	ii. Three Person Crew	hour	4	$ 275.00	$ 1,100.00
F.	Drill Mud Contain/Disposal				
	Truck/Mudbug	Each	6	$ 200.00	$ 1,200.00
	Track/Barge/Amphibious	Each		$ 400.00	$ -
	Total Field Services				$ 6,475.00
LABORATORY TESTING					
A.	Natural Moisture	each	8	$ 15.00	$ 120.00
	Grain Size Analysis				
B.	1. Full Gradation	each		$ 60.00	$ -
C.	2. Single Sieve	each	12	$ 40.00	$ 480.00
D.	Organic Content	each	4	$ 50.00	$ 200.00
E.	Atterberg Limits (Plastic Limit & Liquid Limit)	each	4	$ 90.00	$ 360.00
	Total Laboratory Services				$ 1,160.00
PROFESSIONAL AND TECHNICAL SERVICES					
A.	Chief Engineer	Per Hour	1	$ 204.32	$ 204.32
B.	Senior Engineer	Per Hour	6	$ 146.05	$ 876.30
C.	Geotechnical Engineer	Per Hour	42	$ 130.55	$ 5,483.10
D.	Senior Engineering Technician	Per Hour	12	$ 73.62	$ 883.44
E.	Engineering Technician	Per Hour		$ 49.60	$ -
F.	CADD Operator	Per Hour	18	$ 76.44	$ 1,375.92
G.	Administrative Assistant	Per Hour	6	$ 67.49	$ 404.94
	Total Professional Services				$ 9,228.02
	GRAND TOTAL				$ 16,863.02

AWK CONSULTING ENGINEERS, INC.

Orlando Office
6457 Hazeltine National Drive
Suite 150 Orlando, FL 32822

SR408 WIDENING FROM GOOD HOMES RD TO HIAWASSEE RD
CONTRACT NO. 0010605
GEOTECHNICAL ENGINEERING FEES
MISCELLANEOUS STRUCTURES:OVERHEAD SIGNING (ONE CANTILEVER SIGN)

	ITEM DESCRIPTION	UNIT	No. Units	RATE	TOTAL
FIELD EXPLORATION					
A.	Equipment Mobilization				
	1. Truck Mounted Equipment	each		$ 500.00	$ -
	2. Mudbug Drill Rig	each	1	$ 600.00	$ 600.00
	12. GPS Unit (Tech time additional hourly rate)	day	1	$ 75.00	$ 75.00
B.	SPT Borings (ASTM D1586)				
	1. Truck/Mudbug				
	i. 0 - 50 feet	LF	50	$ 15.00	$ 750.00
	ii. 50 - 100 feet	LF		$ 19.00	$ -
C.	Grout Boreholes to surface				
	1. Truck/Mudbug				
	i. 0 - 50 feet	LF	50	$ 5.00	$ 250.00
	ii. 50 - 100 feet	LF		$ 6.00	$ -
D.	Casing - 3 inch				
	1. Truck/Mudbug				
	i. 0 - 50 feet	LF	20	$ 10.00	$ 200.00
	ii. 50 - 100 feet	LF		$ 11.00	$ -
E.	Drill Rig and Crew Time (Standby Time, Clearing, Difficult Access, etc...)				
	1. Truck/Mudbug				
	i. Two Person Crew	hour		$ 200.00	$ -
	ii. Three Person Crew	hour	2	$ 275.00	$ 550.00
F.	Drill Mud Contain/Disposal				
	Truck/Mudbug	Each	1	$ 200.00	$ 200.00
	Track/Barge/Amphibious	Each		$ 400.00	$ -
	Total Field Services				$ 2,625.00
LABORATORY TESTING					
A.	Natural Moisture	each	4	$ 15.00	$ 60.00
	Grain Size Analysis				
B.	1. Full Gradation	each		$ 60.00	$ -
C.	2. Single Sieve	each	6	$ 40.00	$ 240.00
D.	Organic Content	each	1	$ 50.00	$ 50.00
E.	Atterberg Limits (Plastic Limit & Liquid Limit)	each	3	$ 90.00	$ 270.00
	Total Laboratory Services				$ 620.00
PROFESSIONAL AND TECHNICAL SERVICES					
A.	Chief Engineer	Per Hour	2	$ 204.32	$ 408.64
B.	Senior Engineer	Per Hour	8	$ 146.05	$ 1,168.40
C.	Geotechnical Engineer	Per Hour	43	$ 130.55	$ 5,613.65
D.	Senior Engineering Technician	Per Hour	15	$ 73.62	$ 1,104.30
E.	Engineering Technician	Per Hour		$ 49.60	$ -
F.	CADD Operator	Per Hour	10	$ 76.44	$ 764.40
G.	Administrative Assistant	Per Hour	6	$ 67.49	$ 404.94
	Total Professional Services				$ 9,464.33
	GRAND TOTAL				$ 12,709.33

AWK CONSULTING ENGINEERS, INC.

Orlando Office
6457 Hazeltine National Drive
Suite 150 Orlando, FL 32822

SR408 WIDENING FROM GOOD HOMES RD TO HIAWASSEE RD
CONTRACT NO. 0010605
GEOTECHNICAL ENGINEERING FEES
MISCELLANEOUS STRUCTURES: SOUNDWALLS (2500LF at 4 locations)

	ITEM DESCRIPTION	UNIT	No. Units		RATE		TOTAL
FIELD EXPLORATION							
A.	Equipment Mobilization						
	1. Truck Mounted Equipment	each		$	500.00	$	-
	2. Mudbug Drill Rig	each	1	$	600.00	$	600.00
	12. GPS Unit (Tech time additional hourly rate)	day	1	$	75.00	$	75.00
B.	SPT Borings (ASTM D1586) - Assume 10 SPTs at 30'						
	1. Truck/Mudbug						
	i. 0 - 50 feet	LF	300	$	15.00	$	4,500.00
	ii. 50 - 100 feet	LF		$	19.00	$	-
E.	Drill Rig and Crew Time (Standby Time, Clearing, Difficult Access, etc...)						
	1. Truck/Mudbug						
	i. Two Person Crew	hour		$	200.00	$	-
	ii. Three Person Crew	hour	12	$	275.00	$	3,300.00
F.	Drill Mud Contain/Disposal						
	Truck/Mudbug	Each	10	$	200.00	$	2,000.00
	Track/Barge/Amphibious	Each		$	400.00	$	-
	Total Field Services					$	10,475.00
LABORATORY TESTING							
A.	Natural Moisture	each	12	$	15.00	$	180.00
	Grain Size Analysis						
B.	1. Full Gradation	each		$	60.00	$	-
C.	2. Single Sieve	each	20	$	40.00	$	800.00
D.	Organic Content	each	6	$	50.00	$	300.00
E.	Atterberg Limits (Plastic Limit & Liquid Limit)	each	6	$	90.00	$	540.00
	Total Laboratory Services					$	1,820.00
PROFESSIONAL AND TECHNICAL SERVICES							
A.	Chief Engineer	Per Hour	2	$	204.32	$	408.64
B.	Senior Engineer	Per Hour	6	$	146.05	$	876.30
C.	Geotechnical Engineer	Per Hour	64	$	130.55	$	8,355.20
D.	Senior Engineering Technician	Per Hour	12	$	73.62	$	883.44
E.	Engineering Technician	Per Hour		$	49.60	$	-
F.	CADD Operator	Per Hour	25	$	76.44	$	1,911.00
G.	Administrative Assistant	Per Hour	6	$	67.49	$	404.94
	Total Professional Services					$	12,839.52
	GRAND TOTAL					$	25,134.52

AWK CONSULTING ENGINEERS, INC.

Orlando Office
6457 Hazeltine National Drive
Suite 150 Orlando, FL 32822

SR408 WIDENING FROM GOOD HOMES RD TO HIAWASSEE RD
CONTRACT NO. 0010605
GEOTECHNICAL ENGINEERING FEES
QUALITY CONTROL REVIEW OF THE BRIDGE FOUNDATION ANALYSIS

	ITEM DESCRIPTION	UNIT	No. Units	RATE	TOTAL
PROFESSIONAL AND TECHNICAL SERVICES					
A.	Chief Engineer	Per Hour	6	$ 204.32	$ 1,225.92
B.	Senior Engineer	Per Hour	12	$ 146.05	$ 1,752.60
C.	Geotechnical Engineer	Per Hour	40	$ 130.55	$ 5,222.00
D.	Senior Engineering Technician	Per Hour		$ 73.62	$ -
E.	Engineering Technician	Per Hour		$ 49.60	$ -
F.	CADD Operator	Per Hour		$ 76.44	$ -
G.	Administrative Assistant	Per Hour	2	$ 67.49	$ 134.98
	Total Professional Services				$ 8,335.50
	GRAND TOTAL				$ 8,335.50

Central Florida Expressway Authority

Audit Package

for

AWK Consulting Engineers, Inc.

Professional Engineering Consultant Services For
S.R. 408 Widening From Good Homes Road to Hiawassee Road

CFX Contract No.: 001065

Project No.: 408-217

February 12, 2015

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 21, 2014

Errol Abdulla, President
AWK CONSULTING ENGINEERS, INC.
6457 Hazeltine Drive, Suite 150
Orlando, Florida 32822

Dear Mr. Abdulla:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

9.1 - Soil Exploration
9.4.1 - Standard Foundation Studies

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Indirect Costs	135.85%	0.399%	Excluded	10.44% (Home)

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

awk

CONSULTING ENGINEERS, INC.

GEOTECHNICAL, ENVIRONMENTAL, CIVIL AND STRUCTURAL ENGINEERING
SURVEYING CONSTRUCTION INSPECTION

Project Name:

"SR408 WIDENING FROM GOOD HOMES TO HIAWASSEE RD"

CONTRACT NO.001065; PROJECT NO.408-127

Job Classification	Personnel	Raise Date	Current Salary	Loaded Hourly Rate	Percent of Employee Used	Wage Rate at Mid-Point of Contract
Chief Engineer	Work Activities:					
	Errol S. Abdulla	January 1st	$77.35	$204.32	100%	$77.35
					AVERAGE HOURLY RATE =	$77.35
Geotechnical Engineer	Work Activities:					
	Rachel F. Andre	January 1st	$49.42	$130.55	100%	$49.42
					AVERAGE HOURLY RATE =	$49.42
Senior Engineer	Work Activities:					
	Vaibhav Swami	January 1st	$55.29	$146.05	100%	$55.29
					AVERAGE HOURLY RATE =	$55.29
Senior Engineering Technician	Work Activities:					
	Ray Burnsworth	January 1st	$27.87	$73.62	100%	$27.87
					AVERAGE HOURLY RATE =	$27.87
Engineering Technician	Work Activities:					
	John Izzo	January 1st	$19.56	$49.60	50%	$19.56
	Jeremy Lawson	January 1st	$18.00		50%	$18.00
					AVERAGE HOURLY RATE =	$18.78
CADD Operator	Work Activities:					
	Robert Winners	January 1st	$28.94	$76.44	100%	$28.94
					AVERAGE HOURLY RATE =	$28.94
Administrative Assistant	Work Activities:					
	Kathleen Vincent	January 1st	$25.55	$67.49	100%	$25.55
					AVERAGE HOURLY RATE =	$25.55

I hereby certify that the above information is current and accurate as of this date.

Errol S. Abdulla - President
Print Name & Title

E. S. Abdulla

Signature

2/19/15
Date

Orlando
6457 Hazeltine Natl Dr Ste 150
Orlando, FL 32822
Ph (407) 203-3804
Fax (888) 282-9897

Pittsburgh
1225 Rodi Rd
Turtle Creek, PA 15145
Ph (412) 823-8331
Fax (412) 823-3390

Harrisburg
3552 Gettysburg Rd, Ste 100
Camp Hill, PA 17011
Ph (717) 540-5460
Fax (717) 540-5461

AWK CONSULTING ENGINEERS, INC.

Orlando Office
6457 Hazeltine National Drive
Suite 150 Orlando, FL 32822

2015 SCHEDULE OF GEOTECHNICAL ENGINEERING FEES

ITEM DESCRIPTION	UNIT		RATE
FIELD EXPLORATION			
A. Equipment Mobilization			
1. Truck Mounted Equipment	each	$	500.00
2. Mudbug Drill Rig	each	$	600.00
3. Track	each	$	4,500.00
4. Barge and Amphibious (depends on case)	each	$	10,000.00
5. Tri-Pod Mobilization	each	$	2,500.00
6. Rig Remobilization	each	$	150.00
7. Onsite move, Track/Barge	each	$	1,500.00
8. Support Truck	day	$	150.00
9. Support Boat	day	$	200.00
10. Soil Survey/Coring Crew and Equipment	each	$	250.00
11. GPS Unit (Tech time additional hourly rate)	day	$	75.00
B. SPT Borings (ASTM D1586)			
1. Truck/Mudbug			
i. 0 - 50 feet	LF	$	15.00
ii. 50 - 100 feet	LF	$	19.00
iii. 100 - 150 feet	LF	$	25.00
iv. 150 - 200 feet	LF	$	32.00
v. 200 - 250 feet	LF	$	42.00
2. Barge/Track/Amphibious			
i. 0 - 50 feet	LF	$	22.50
ii. 50 - 100 feet	LF	$	28.50
iii. 100 - 150 feet	LF	$	37.50
iv. 150 - 200 feet	LF	$	48.00
v. 200 - 250 feet	LF	$	63.00
C. Rock Coring - HW Barrel and Smaller (2.5 inch diameter core or smaller)			
1. Truck/Mudbug			
i. 0 - 50 feet	LF	$	38.00
ii. 50 - 100 feet	LF	$	42.00
iii. 100 - 150 feet	LF	$	46.00
iv. 150 - 200 feet	LF	$	52.00
v. 200 - 250 feet	LF	$	58.00
2. Barge/Track/Amphibious			
i. 0 - 50 feet	LF	$	57.00
ii. 50 - 100 feet	LF	$	63.00
iii. 100 - 150 feet	LF	$	69.00
iv. 150 - 200 feet	LF	$	78.00
v. 200 - 250 feet	LF	$	87.00
D. Grout Boreholes to surface			
1. Truck/Mudbug			
i. 0 - 50 feet	LF	$	5.00
ii. 50 - 100 feet	LF	$	6.00
iii. 100 - 150 feet	LF	$	8.00
iv. 150 - 200 feet	LF	$	10.00
v. 200 - 250 feet	LF	$	12.00
2. Barge/Track/Amphibious			

AWK CONSULTING ENGINEERS, INC.

Orlando Office
6457 Hazeltine National Drive
Suite 150 Orlando, FL 32822

2015 SCHEDULE OF GEOTECHNICAL ENGINEERING FEES

	ITEM DESCRIPTION	UNIT		RATE
	i. 0 - 50 feet	LF	$	7.50
	ii. 50 - 100 feet	LF	$	9.00
	iii. 100 - 150 feet	LF	$	12.00
	iv. 150 - 200 feet	LF	$	15.00
	v. 200 - 250 feet	LF	$	18.00
E.	Casing - 3 inch			
	1. Truck/Mudbug			
	i. 0 - 50 feet	LF	$	10.00
	ii. 50 - 100 feet	LF	$	11.00
	iii. 100 - 150 feet	LF	$	13.00
	iv. 150 - 200 feet	LF	$	15.00
	v. 200 - 250 feet	LF	$	17.00
	2. Barge/Track/Amphibious			
	i. 0 - 50 feet	LF	$	15.00
	ii. 50 - 100 feet	LF	$	16.50
	iii. 100 - 150 feet	LF	$	19.50
	iv. 150 - 200 feet	LF	$	22.50
	v. 200 - 250 feet	LF	$	25.50
F.	Casing - 4 inch			
	1. Truck/Mudbug			
	i. 0 - 50 feet	LF	$	11.00
	ii. 50 - 100 feet	LF	$	13.00
	iii. 100 - 150 feet	LF	$	15.00
	iv. 150 - 200 feet	LF	$	17.00
	v. 200 - 250 feet	LF	$	23.00
	2. Barge/Track/Amphibious			
	i. 0 - 50 feet	LF	$	16.50
	ii. 50 - 100 feet	LF	$	19.50
	iii. 100 - 150 feet	LF	$	22.50
	iv. 150 - 200 feet	LF	$	25.50
	v. 200 - 250 feet	LF	$	34.50
G.	Temporary Piezometer			
	1. Truck/Mudbug			
	i. 0 - 50 feet	LF	$	25.00
	2. Barge/Track/Amphibious			
	i. 0 - 50 feet	LF	$	37.50
H.	Auger Borings (Hand,Truck)			
	1. 0 - 50 feet	LF	$	11.50
I.	Auger Borings (Mudbug)			
	1. 0 - 50 feet	LF	$	15.00
J.	Auger Borings (Track)			
	1. 0 - 50 feet	LF	$	17.25
K.	Field Permeability Tests			
	1. 0 - 10 feet	each	$	350.00
	2. 10 - 25 feet	each	$	400.00
L.	Hand Probing/Wash Borings			
	1. Two Person Crew	hour	$	150.00

AWK CONSULTING ENGINEERS, INC.

Orlando Office
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Suite 150 Orlando, FL 32822

2015 SCHEDULE OF GEOTECHNICAL ENGINEERING FEES

	ITEM DESCRIPTION	UNIT		RATE
M.	2. Three Person Crew	hour	$	175.00
N.	Drill Rig and Crew Time (Standby Time, Clearing, Difficult Access, etc...)			
	1. Truck/Mudbug			
	i. Two Person Crew	hour	$	200.00
	ii. Three Person Crew	hour	$	275.00
	2 Barge/Track/Amphibious			
	i. Two Person Crew	hour	$	350.00
	ii. Three Person Crew	hour	$	400.00
O.	Drill Mud Contain/Disposal			
	1. Drill Mud Contain/Disposal - Truck/Mudbug	each	$	200.00
	2. Drill Mud Contain/Disposal - Track/Barge/Amphibious	each	$	400.00
P.	Soil Survey/Coring Crew			
	i. Two Person Crew	hour	$	150.00
	ii. Three Person Crew	hour	$	200.00
Q.	Thin-Walled Tube Samples			
	1. Truck/Mudbug			
	i. 0 - 50 feet	each	$	160.00
	ii. 50 - 100 feet	each	$	200.00
	iii. 100 - 150 feet	each	$	250.00
	iv. 150 - 200 feet	each	$	300.00
	v. 200 - 250 feet	each	$	375.00
	2. Barge/Track/Amphibious			
	i. 0 - 50 feet	each	$	240.00
	ii. 50 - 100 feet	each	$	300.00
	iii. 100 - 150 feet	each	$	375.00
	iv. 150 - 200 feet	each	$	450.00
	v. 200 - 250 feet	each	$	560.00
R.	Reconnaissance/Utility Coordination			
	1. Project Engineer	hour	$	120.00
	2. Senior Engineering Technician	hour	$	80.00
S.	Extra Split Spoon Samples			
	1. Truck/Mudbug			
	i. 0 - 50 feet	each	$	40.00
	ii. 50 - 100 feet	each	$	55.00
	iii. 100 - 150 feet	each	$	80.00
	iv. 150 - 200 feet	each	$	100.00
	v. 200 - 250 feet	each	$	120.00
	2. Barge/Track/Amphibious			
	i. 0 - 50 feet	each	$	60.00
	ii. 50 - 100 feet	each	$	82.50
	iii. 100 - 150 feet	each	$	120.00
	iv. 150 - 200 feet	each	$	150.00
	v. 200 - 250 feet	each	$	180.00
T.	Ground Surface D.R.I.	each	$	600.00
U.	Pavement Cores, Asphalt (No MOT)	each	$	150.00
V.	Pavement Cores, Concrete (No MOT)	each	$	250.00
W.	Pavement Cores, Night, with MOT	each	$	400.00

AWK CONSULTING ENGINEERS, INC.

Orlando Office
6457 Hazeltine National Drive
Suite 150 Orlando, FL 32822

2015 SCHEDULE OF GEOTECHNICAL ENGINEERING FEES

	ITEM DESCRIPTION	UNIT		RATE
X.	Additional Core Barrels	each	$	600.00
Y.	Maintenance of Traffic			
	1. Signs & Cones	day	$	125.00
	2. Barricades	day	$	150.00
	3. Additional MOT Item, per case	day or hour		TBD
	4. Crash Truck	day	$	2,500.00
	5. Flashing Arrow Board	day	$	150.00
	6. Police Officer and Vehicle	day	$	600.00
	7. Light Tower	night	$	300.00
Z.	Field Vane Shear Test	each	$	375.00
AA.	Cone Soundings			
	1. Land			
	i. 0 - 50 feet	LF	$	14.00
	ii. 50 - 100 feet	LF	$	14.00
	iii. 100 - 150 feet	LF	$	15.00
	iv. 150 - 200 feet	LF	$	15.00
	v. 200 - 250 feet	LF	$	17.00
	2. Barge/Track/Amphibious			
	i. 0 - 50 feet	LF	$	21.00
	ii. 50 - 100 feet	LF	$	21.00
	iii. 100 - 150 feet	LF	$	22.50
	iv. 150 - 200 feet	LF	$	22.50
	v. 200 - 250 feet	LF	$	25.50
LABORATORY TESTING				
A.	Visual Examination Stratify			
	1. Senior Engineering Technician	hour	$	80.00
	2. Project Engineer	hour	$	120.00
B.	Natural Moisture	each	$	15.00
C.	Grain Size Analysis			
	1. Full Gradation	each	$	65.00
	2. Single Sieve	each	$	45.00
D.	Hydrometer	each	$	140.00
E.	Organic Content	each	$	50.00
F.	Atterberg Limits (Plastic Limit & Liquid Limit)	each	$	90.00
G.	Unit Weight Determination	each	$	50.00
H.	Consolidation	each	$	600.00
I.	Permeability			
	1. Granular	each	$	300.00
	2. Cohesive	each	$	400.00
J.	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	each	$	160.00
K.	Triaxial Compression			
	1. U.U. at one cell pressure	point	$	500.00
	2. C.U. at one cell pressure	point	$	550.00
	3. C.D. at one cell pressure	point	$	650.00
L.	Unconfined Compression			
	1. Soil	Each	$	225.00
	2. Rock	Each	$	150.00

AWK CONSULTING ENGINEERS, INC.

Orlando Office
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Suite 150 Orlando, FL 32822

2015 SCHEDULE OF GEOTECHNICAL ENGINEERING FEES

	ITEM DESCRIPTION	UNIT		RATE
M.	Specific Gravity	Each	$	75.00
N.	Direct Shear	Each	$	275.00
O.	Shrinkage Factor	Each	$	70.00
P.	Swell Potential	Each	$	100.00
Q.	Splitting Tensile - Rock	Each	$	175.00
R.	Min./Max. Density	Each	$	110.00
T.	LBR	Each	$	375.00
PROFESSIONAL AND TECHNICAL SERVICES				
A.	Chief Engineer	Per Hour	$	204.32
B.	Senior Engineer	Per Hour	$	146.05
C.	Geotechnical Engineer	Per Hour	$	130.55
D.	Senior Engineering Technician	Per Hour	$	73.62
E.	Engineering Technician	Per Hour	$	49.60
F.	CADD Operator	Per Hour	$	76.44
G.	Administrative Assistant	Per Hour	$	67.49

SR 408 Widening from Good Homes Road to Hiawassee Road

Project No. 408-127
Contract No. 001065

Subconsultant Fee Proposal

Florida Bridge & Transportation, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Number: 408-127

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Florida Bridge & Transportation, Inc.

CFX Contract No.: 001065

SUMMARY FEE SHEET

CONTRACT SECTION	ACTIVITY MANHOURS	Senior Engineer	Senior Project Engineer	Senior Designer	Engineering Intern				Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	$0.00	
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	$0.00	
404	Surveys and Mapping	0	0	0	0	0	0	0	0	$0.00	
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	$0.00	
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	$0.00	
407	Pavement Design	0	0	0	0	0	0	0	0	$0.00	
408	Borrow Pits	0	0	0	0	0	0	0	0	$0.00	
410	Environmental Permits	0	0	0	0	0	0	0	0	$0.00	
411	Utilities	0	0	0	0	0	0	0	0	$0.00	
412	Roadway Design	0	0	0	0	0	0	0	0	$0.00	
413	Structures Design	396	1,978	527	395	0	0	0	3,296	$159,873.13	$48.51
414	Drainage Design	0	0	0	0	0	0	0	0	$0.00	
415	Roadway Lighting	0	0	0	0	0	0	0	0	$0.00	
416	Traffic Engineering	0	0	0	0	0	0	0	0	$0.00	
417	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	$0.00	
418	Signalization Plans	0	0	0	0	0	0	0	0	$0.00	
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	$0.00	
420	Cost Estimates	0	0	0	0	0	0	0	0	$0.00	
421	Speical Provisions and Specifications	0	0	0	0	0	0	0	0	$0.00	
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	$0.00	
423	Toll Plazas	0	0	0	0	0	0	0	0	$0.00	
424	Post Design Services	0	0	0	0	0	0	0	0	$0.00	
700	Administration	0	0	0	0	0	0	0	0	$0.00	
	TOTAL MANHOURS	**396**	**1,978**	**527**	**395**	**0**	**0**	**0**	**3,296**	**$159,873.13**	**$48.51**
	WAGE RATES	**$67.38**	**$51.00**	**$40.50**	**$27.77**	**$0.00**	**$0.00**	**$0.00**	N/A	N/A	
	TOTAL DIRECT COSTS	**$26,682.48**	**$100,878.00**	**$21,343.50**	**$10,969.15**	**$0.00**	**$0.00**	**$0.00**	N/A	**$159,873.13**	
		12.0%	**60.0%**	**16.0%**	**12.0%**	**0.0%**	**0.0%**	**0.0%**	**100.0%**		

Salary Related Costs		
Total Activity Salary Costs		$159,873.13
Overhead Activities	171.14%	$273,606.87
Subtotal Salary Related Costs (Limiting Amount)		**$433,480.00**
Operating Margin (Lump Sum)	11.980%	**$51,930.90**
		$485,410.90
Expenses		
Direct Reimbursables (Out-of-Pocket)		$0.00
Permit Fees		$0.00
Subtotal Expenses (Lump Sum)		**$0.00**
GRAND TOTAL (Maximum Limiting Amount)		**$485,410.90**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Florida Bridge & Transportation, Inc**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Structure Design

Section 413

Task No.	Task	Units	Design and Production Staff Hours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
1	Index of Drawings	Sheet	1	10	1	10	
2	Project Layout	Sheet	0	0	0	0	N/A
3	General Notes and Bid Item Notes	Sheet	1	24	1	24	
3a	U-Beam General Notes and Bid Item Notes	Sheet	0	0	0	0	
4	Incorporate FDOT Standards	Sheet	1	16	1	16	surface finish details
4a	Develop U-Beam Standards & Drawings	Sheet	0	0	0	0	
5	Incorporate Report of Core Borings	Sheet	8	0.5	8	4	Includes 2 bridge sites
6	Existing Bridge Plans	LS	1	6		6	
7	Computation Book and Quantities	LS	2	12		24	12 hours per bridge times 2 bridges
8	Cost Estimate	LS	2	6		12	6 hours per bridge times 2 bridges
9	Technical Special Provisions	LS	1	40		40	TSP for fiberglass curtainwall to shield drainage pipes from view
	Structures - Miscellaneous Tasks & Drawings Subtotals				11	136	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10.1	Bridge 1: WB SR 408 over Lake Sherwood	1,312	304			1008					
10.2	Bridge 2: SR 408 WB over Hiawassee Road	431	28				403				
10.3	Bridge 3: SR 408 EB over Hiawassee Road	431	28				403				
10.4	Bridge 4:					0					
10.5	Bridge 5:					0					
10.6	Bridge 6:	0				0					
10.7	Bridge 7:	0				0					
10.8	Bridge 8:	0				0					
10.9	Bridge 9:	0				0					
10.10	Bridge 10:	0				0					
10.13a	Retaining Walls @ Bridges	176								176	
10.13b	Retaining Walls along Roadway	0								0	
10.14	Miscellaneous Structures	380									380
10.15	Conceptual Analysis	0									
	Structures Technical Subtotals	2,730	360	0	0	1,008	806	0	0	176	380

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
11	Field Reviews	LS	1	12	12	2 people at 6 hours each
12	Technical Meetings	LS	1	36	36	
13	Quality Assurance / Quality Control	LS	%	5%	143	
14	Independent Peer Review	LS	%	0%	0	
15	Supervision	LS	%	5%	143	
	Structures Non-Technical Subtotals				334	
16	Coordination	LS	%	3%	96	
	Structures - Miscellaneous Tasks & Drawings, Non-Technical, & Coordination Totals				3,296	

Project Activity 10: BDR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Florida Bridge & Transportation, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Structure Design

Section 413

Bridge 1: WB SR 408 over Lake Sherwood

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirement						
10.1	Bridge Geometry	LS	1	0		0	see final design
10.2	Ship Impact Data Collection	LS	1	0		0	
10.3	Ship Impact Criteria	EA	0	0		0	
	Superstructure Alternatives						
10.4	Short Span Concrete Bridge	EA ALT	0	0		0	
10.5	Medium Span Concrete Bridge	EA ALT	2	20		40	"Bulb-out" and "Flush" beam options, look at the two different framing plans for span 4 & 5, and considerations for drain pipe locations
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	
10.7	Structural Steel Bridge	EA ALT	0	0		0	
	Foundation & Substructure Alternatives						
10.8	Pier/Bent	EA Type	8	7		56	Includes defining geometric configuration of piers, preliminary design and determination of foundation loads for Pier 3, 4, 5 and the typical piers 6-11, plus end bent; two iterations for pier 4, 5 & 6 based on the two different framing plans/superstructure options for span 4 & 5 (bulb-out vs flush options)
10.9	Shallow Foundations / GRS Abutments	EA Type	0	0		0	
10.10	Deep Foundations	EA Foundation Evaluated	4	6		24	evaluate concrete vs steel pile for last four spans incl end bent and piers, steel pipe vs H-piles at piers with highly variable soils

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Other BDR Issues						
10.24	Aesthetics	LS	1	24		24	develop 2 options for cladding to conceal drain pipe (fiberglass and concrete) including sketches, and basic connection details for each option
10.25	TCP/Staged Construction Requirements	LS	1	16		16	2 concepts due to varying limits of removal of exist deck in Span 4 & 5
10.26	Constructability Requirements	LS	1	8		8	Evaluation of construction equipment, materials delivery, site access, construction methodology (pile driving, beam erection, and cladding)
10.27	Load Rating for damaged/widened structures	EA Unit	11	4		44	Develop LRFR Load Rating for existing beams to remain (the new beams in the widening are covered under Item 13.55), there are 5 strand patterns from original construction and Spans 1-3 will require ratings for interior and exterior beams while Spans 4-11 will require interior beam rating only (8 total ratings for orig constr); there is one strand pattern for the 2004 median widening which will require one interior and one exterior beam load rating (2 ratings total for 2004 median widening); verify load ratings for different cladding options (one additional beam rating for the controlling beam)
10.28	Quantity and Cost Estimates	EA ALT	2	4		8	
10.29	Quantity and Cost Estimates - Movable Span	LS	1	0		0	
10.30	Wall Type Justification	LS	1	0		0	
	Report Preparation						

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
10.31	Exhibits	EA SHT	16	4		64	**Note: the manhours below were reduced during negotiations but the cooments were not updated.** Plan & Elevation for winning option (1@16 hrs), Superstructure sections/Typical Bridge Section for both options (span 4, span 5 & span 6-11 for each option=3 sht x 2 options x 2 hrs each=12 hours), framing plan for Span 4 & 5 (1 sheet x 2 options x 6 hours= 12 hours), TCP staging for both options (1 sht x 2 options x 4 hours each=8 hours), aesthetics treatment for cladding wall to conceal drain pipe (1 sht x 2 options x 4 hours each=8 hours), and Substructure Sections for each Alternatives [one typical pier for each option with one footing detail for steel piles and one footing with concrete piles (1 sht x 2 options x 6 hours=12 hours), and one end bent (1 sheet x 2 options x 2 hours= 4 hours)].
10.32	Exhibits - Movable Span	EA SHT	0	0		0	
10.33	Report Preparation	LS	1	16		16	memo format, not full-blown FDOT BDR
10.34	Report Preparation - Movable Span	LS	1	0		0	
10.35	BDR Submittal Package	LS	1	4		4	
	10. Structures - Bridge Development Report Total					**304**	
	When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Florida Bridge & Transportation, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Structure Design

Section 413

Bridge 1: WB SR 408 over Lake Sherwood

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
13.1	Overall Bridge Final Geometry	LS	1	24		24	Horizontal and vertical alignment, vertical and horizontal clearances, tapered spans, compare survey (as-built) to orig plans, cross slope 0.02 & 0.03. Mid range due to tapered spans.
13.2	Expansion/Contraction Analysis	EA Unit	2	4		8	
13.3	General Plan and Elevation	Sheet	2	30	2	60	
13.4	Construction Staging	Sheet	2	16	2	32	
13.5	Approach Slab Plan and Details	Sheet	1	16	1	16	
13.6	Miscellaneous Details	Sheet	0	0	0	0	
	End Bent Design and Plans						
13.7	End Bent Geometry	EA	1	10		10	
13.8	Wingwall Design and Geometry	EA Bent	1	8		8	
13.9	End Bent Structural Design	EA	1	20		20	
13.10	End Bent Plan and Elevation	Sheet	1	16	1	16	
13.11	End Bent Details	Sheet	1	16	1	16	
	Intermediate Bent Design and Plans						
13.12	Bent Geometry	EA Bent				0	
13.13	Bent Stability Analysis	EA Design				0	
13.14	Bent Structural Design	EA Design				0	
13.15	Bent Plan and Elevation	Sheet			0	0	
13.16	Bent Details	Sheet			0	0	
	Pier Design and Plans						
13.17	Pier Geometry	EA Pier	3	6		18	Pier 4 & 5 are unique, Pier 6-11 are the same
13.18	Pier Stability Analysis	EA Design	0	0		0	
13.19	Pier Structural Design	EA Design	4	28		112	Pier 4 & 5 are unique, Pier 7-11 are the same, and Pier 6 will be designed for the new cantilever sign structure at the new gore location. Three typical pier designs at 24 hrs plus one pier with cantilever sign loading at 40.
13.20	Pier Plan and Elevation	Sheet	3	16	3	48	Pier 4 & 5 are unique, Pier 6-11 are the same
13.21	Pier Details	Sheet	1	16	1	16	
	Misc. Substructure Design and Plans						
13.22	Foundation Layout	Sheet	3	16	3	48	includes pile data table
13.23	Fender System	LS				0	
	Superstructure Deck Design and Plans						
13.24	Finish Grade Elevation (FGE) Calculation	LS	1	24		24	
13.25	Finish Grade Elevations	Sheet	4	8	4	32	
13.26	Bridge Deck Design	EA section	2	16		32	includes drain pipe loads and diaphragm design

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Florida Bridge & Transportation, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Structure Design

Section 413

Bridge 1: WB SR 408 over Lake Sherwood

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.27	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	3	12		36	
13.28	Superstructure Plan	Sheet	5	16	5	80	spans 6, 7, 9 &10 are similar (one sheet), all others have different end conditions due to exp joints and tapers.
13.29	Superstructure Section	Sheet	5	16	5	80	same as superstructure plan
13.30	Miscellaneous Bridge Deck Details	Sheet	8	18	8	144	diaphragms, SIP, drainage pipe details, fascia details to hide drainage pipe, modify exist scuppers Span 1-3 bearing pad design and details, girder stability analysis
	Reinforcing Bar Lists						
13.31	Reinforcing Bar List	Sheet	4	8	4	32	
	Continuous Concrete Girder Design						
	Longitudinal Analysis						
13.33	Section Properties	LS				0	
13.34	Material Properties	LS				0	
13.35	Construction Sequence	EA Unit				0	
13.36	Tendon Layouts	EA Unit				0	
13.37	Live Load Analysis	EA Unit				0	
13.38	Temperature Gradient	EA Unit				0	
13.39	Time Dependent Analysis	EA Unit				0	
13.40	Stress Summary	EA Unit				0	
13.41	Ultimate Moments	EA Unit				0	
13.42	Ultimate Shear	EA Unit				0	
13.43	Construction Loading	EA Unit				0	
13.44	Framing Plan	Sheet			0	0	
13.45	Girder Elevation, including Grouting Plan and Vent Locations	Sheet			0	0	
13.46	Girder Details	Sheet			0	0	
13.47	Splice Details	Sheet			0	0	
13.48	Girder Deflections and Camber	Sheet			0	0	
	Simple Span Concrete Design						
13.49	Prestressed Beam	EA Beam	3	10		30	Span 4, 5 and 6-11
13.50	Prestressed Beam Schedules	Sheet	1	12	1	12	
13.51	Framing Plan	Sheet	3	8	3	24	Span 4, 5 and 6-11
	Load Rating						
13.52	Load Rating	EA Unit	3	10		30	new beams only, existing beams are covered under 10.27
	13. Structures-Mid Span Concrete Totals				44	1008	

Project Activity 10: BDR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Florida Bridge & Transportation, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Structure Design — **Bridge 2: SR 408 WB over Hiawassee Road**

Section 413 — **Bridge 3: SR 408 EB over Hiawassee Road**

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirement						
10.1	Bridge Geometry	LS	1	0		0	see final design
10.2	Ship Impact Data Collection	LS	1	0		0	
10.3	Ship Impact Criteria	EA	0	0		0	
	Superstructure Alternatives						
10.4	Short Span Concrete Bridge	EA ALT	0	0		0	
10.5	Medium Span Concrete Bridge	EA ALT	0	0		0	
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	
10.7	Structural Steel Bridge	EA ALT	1	12		12	
	Foundation & Substructure Alternatives						
10.8	Pier/Bent	EA Type	0	0		0	
10.9	Shallow Foundations / GRS Abutments	EA Type	0	0		0	
10.10	Deep Foundations	EA Foundation Evaluated	1	0		0	

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Other BDR Issues						
10.24	Aesthetics	LS	1	0		0	
10.25	TCP/Staged Construction Requirements	LS	1	0		0	
10.26	Constructability Requirements	LS	1	0		0	
10.27	Load Rating for damaged/widened structures	EA Unit	1	0		0	
10.28	Quantity and Cost Estimates	EA ALT	0	0		0	
10.29	Quantity and Cost Estimates - Movable Span	LS	1	0		0	
10.30	Wall Type Justification	LS	1	0		0	
	Report Preparation						
10.31	Exhibits	EA SHT	4	7		28	Plan & Elevation for winning option (1@16 hrs), Superstructure sections/Typical Bridge Section for winning option (1 sht x 4 hrs), and TCP staging for winning option (2 sht x 1 option x 4 hours=8 hours).
10.32	Exhibits - Movable Span	EA SHT	0	0		0	
10.33	Report Preparation	LS	1	16		16	simple memo to cover steel options
10.34	Report Preparation - Movable Span	LS	1	0		0	
10.35	BDR Submittal Package	LS	1	0		0	
	10. Structures - Bridge Development Report Total					56	
	When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.						

Project Activity 14: Structures -Structural Steel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Florida Bridge & Transportation, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Structure Design — **Bridge 2: SR 408 WB over Hiawassee Road**

Section 413 — **Bridge 3: SR 408 EB over Hiawassee Road**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
14.1	Overall Bridge Final Geometry	LS	1	32		32	two bridges, skew, curved deck on straight girders, widening must tie to existing framing
14.2	Expansion/Contraction Analysis	EA Unit	1	4		4	
14.3	General Plan and Elevation	Sheet	1	40	1	40	
14.4	Construction Staging	Sheet	2	16	2	32	
14.5	Approach Slab Plan and Details	Sheet	2	16	2	32	
14.6	Miscellaneous Details	Sheet	0	0	0	0	
	End Bent Design and Plans						
14.7	End Bent Geometry	EA Bent	4	8		32	each one different due to curve, superelev and skew
14.8	Wingwall Design and Geometry	EA Bent	0	0		0	
14.9	End Bent Structural Design	EA Design	1	20		20	one design for all 4 end bents, evaluate exist pile capacity
14.10	End Bent Plan and Elevation	Sheet	4	16	4	64	
14.11	End Bent Details	Sheet	1	18	1	18	

Project Activity 14: Structures -Structural Steel

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Miscellaneous Substructure Design and Plans						
14.22	Foundation Layout	Sheet	0	0	0	0	use existing piles
	Superstructure Deck Design and Plans						
14.23	Finish Grade Elevation (FGE) Calculation	LS	1	28		28	curve, skew, and straight girders
14.24	Finish Grade Elevations	Sheet	1	12	1	12	
14.25	Bridge Deck Design	EA section	1	20		20	
14.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	2	12		24	
14.27	Superstructure Plan	Sheet	2	16	2	32	
14.28	Superstructure Section	Sheet	1	16	1	16	
14.29	Miscellaneous Bridge Deck Details	Sheet	1	16	1	16	underdeck lighting
	Reinforcing Bar Lists						
14.30	Preparation of Reinforcing Bar List	Sheet	3	8	3	24	
	Structural Steel Plate Girder Design						
14.31	Unit Modeling	EA Unit	1	32		32	Less than 15 degree skew, straight, line-girder analysis.
14.32	Section Design	EA Unit	1	32		32	
14.33	Stiffener Design and Locations	EA Unit	1	12		12	
14.34	Cross-Frame Design	EA Unit	2	6		12	
14.35	Connections	EA Unit	2	16		32	
14.36	Bearing Assembly Design and Detailing (with Jacking Analysis)	EA Unit	1	12		12	
14.37	Splice Design	EA Unit	1	20		20	

Project Activity 14: Structures -Structural Steel

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.38	Shear Stud Connectors	EA Unit	1	8		8	
14.39	Deflection Analysis	EA Unit	1	18		18	
14.40	Framing Plan	Sheet	1	22	1	22	
14.41	Girder Elevation	Sheet	1	22	1	22	
14.42	Structural Steel Details	Sheet	1	26	1	26	
14.43	Splice Details	Sheet	1	14	1	14	
14.44	Girder Deflections and Camber	Sheet	1	12	1	12	
	Erection Scheme						
14.60	Erection scheme analysis	EA Critical Stage	1	18		18	
14.61	Erection scheme	Sheet	1	20	1	20	
	Load Rating						
14.62	Load Rating	EA Unit	2	24		48	analyze existing girder spacing and new girder spacing
14. Structures - Structural Steel Bridge Total					**24**	**806**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Florida Bridge & Transportation, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Structure Design

Section 413 — **Walls @ Bridge Ends**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
17.1	Key Sheet	Sheet			0	0	
17.2	Horizontal Wall Geometry	EA Wall	5	8		40	two MSE walls and two temp sheet pile, includes evaluate existing strap locations, one cofferdam at Lake Sherwood
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	EA Wall	2	6		12	
17.4	Semi-Standard Drawings	Sheet	1	4	1	4	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	2	6	2	12	
17.6	Details	Sheet	2	16	2	32	custom details for partial removal of exist MSE wall and replacement panels
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	EA Wall				0	
17.8	Semi-Standard Drawings	Sheet			0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet			0	0	
17.10	Details	Sheet			0	0	
Cast in Place Retaining Walls							
17.11	Design	EA Design				0	
17.12	Vertical Wall Geometry	EA Wall				0	
17.13	General Notes	Sheet			0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet			0	0	
17.15	Sections and Details	Sheet			0	0	
17.16	Reinforcing Bar List	Sheet			0	0	
Temporary Critical Walls							
17.17	Design	EA Design	2	12		24	cofferdam and sheet pile at Hiawassee
17.18	Vertical Wall Geometry	EA Wall	1	6		6	
17.19	General Notes, Tables & Misc. Details	Sheet	1	8	1	8	
17.20	Wall Plan and Elevations	Sheet	1	6	1	6	
17.21	Details	Sheet	2	16	2	32	
	17. Structures-Retaining Wall Totals				9	176	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Florida Bridge & Transportation, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Structure Design

Section 413

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
18.1	Concrete Box Culverts	EA				0	
18.2	Concrete Box Culverts Extensions	EA				0	
Strain Poles							
18.3	Steel Strain Poles	Initial Config				0	
		EA Add'l Config				0	
18.4	Concrete Strain Poles	Initial Config				0	
		EA Add'l Config				0	
Mast Arms							
18.5	Mast Arms	EA Pole	6	6		36	assume non-standard soils require special foundation designs
Overhead & Cantilever Sign Structures							
18.6	Cantilever Sign Structures	EA	2	24	2	48	One will be a standard drilled shaft foundation, and one will be mounted to a bridge pier. The manhours for the special pier design are included in the bridge design manhours.
18.7	Overhead Span Sign Structures	EA				0	
18.8	Special (longspan) Overhead Span Sign Structures	EA	1	24	2	24	Analysis and plans for the special bridge mounted "small signs" that use the CFX semi-standard details. Assume we analyze the worst case and use that design for all three small signs on the Lake Sherwood Bridge.
18.9	Monotube Overhead Sign Structure	EA				0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA	1	66	3	66	New sign mounted on Old Winter Garden Rd Bridge over SR 408 (approx SR 408 Sta 145+50) from signing concept. Complicated by curve and skew, mounting on a steel bridge. Assumes no new bridge load rating required due to weight of the sign.
High Mast Lighting Fixtures							
18.11	High Mast Lighting Structures	EA				0	
Sound Barrier Walls (Ground Mount)							
18.12	Horizontal Wall Geometry	EA Wall	1	12	1	12	
18.13	Vertical Wall Geometry	EA 500 feet of Wall	1	20	1	20	
18.14	Semi-Standard Drawings	Sheet	1	12	1	12	custom CFX aesthetic details
18.15	Control Drawings	Sheet	5	18	5	90	5 sheets at 500 LF per sheet = 2,500 LF
18.16	Design for Wall Height Covered by Standards	EA Design	2	8	2	16	assume non-standard soils require special foundation designs
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0	0	0	
18.18	Aesthetic Details	EA	1	24		24	custom CFX aesthetic details
Special Structures							
18.19	Special Structures	LS	1	32		32	FON support details plus analyze exist pier columns at Dorscher Road overpass for collision force vs need for pier protection, assume columns will be able to resist impact load.
	18. Miscellaneous Structures Totals				17	380	

Central Florida Expressway Authority

Audit Package

for

Florida Bridge and Transportation, Inc.

Professional Engineering Consultant Services For
S.R. 408 Widening From Good Homes Road to Hiawassee Road

CFX Contract No.: 001065

Project No.: 408-217Central Florida Expressway Authority

February 12, 2015

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 14, 2014

Mark Niedermann, President
FLORIDA BRIDGE AND TRANSPORTATION, INC.
633 Dartmouth Street
Orlando, Florida 32804

Dear Mr. Niedermann:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design

Group 4 - Highway Design - Bridges

4.1.1 - Miscellaneous Structures
4.1.2 - Minor Bridge Design
4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

5.4 - Bridge Load Rating

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium
Indirect Cost	171.14%	0.352%	Reimbursed

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Florida Bridge and Transportation, Inc.
Structural and Transportation Engineers

February 9, 2015

Yassi Myers
TLP Engineering Consultants
11486 Corporate Boulevard, Suite 151
Orlando, Florida 32817

RE: Wage Rates for SR 408 Widening from Good Homes Road to Hiawassee Road
CFX Project No. 408-127
CFX Contract No. 001065

Dear Yassi:

The information below indicates the current actual payroll rates for Florida Bridge and Transportation, Inc. (FBT).

Name	Title	Base Pay Rate
Mark Niedermann, P.E.	Senior Engineer	$68.00 per hour
Michael L. Hebert, P.E.	Senior Engineer	$66.75 per hour
Juan Valenzuela, P.E.	Senior Project Engineer	$51.00 per hour
Cheryl E. McConnell	Senior Designer	$40.50 per hour
Bryan Williams	Senior Designer	$40.50 per hour
David Bancroft	Engineering Intern	$27.77 per hour

$67.38 Average

$40.50 Average

The attached sheets are the Payroll Summary (payroll register) for the last quarter as printed from our accounting software system.

Very truly yours,
Florida Bridge and Transportation, Inc.

Mark Niedermann, P.E.
President

633 Dartmouth Street * Orlando, FL 32804 * Phone (407) 513-9709 * Fax (407) 513-9712

SR 408 Widening from Good Homes Road to Hiawassee Road

Project No. 408-127
Contract No. 001065

Subconsultant Fee Proposal

GEC

Geotechnical
and
Environmental
Consultants, Inc.
At the very foundation of our community

February 16, 2015
Revised February 23, 2015
Revised February 25, 2015

TLP Engineering Consultants, Inc.
11486 Corporate Boulevard
Suite 151
Orlando, Florida 32817

Attention: Ms. Yassi Myers, P.E.

Subject: Proposal for Geotechnical Engineering and
Contamination Evaluation Services
SR 408 WIDENING FROM GOOD HOMES ROAD TO HIAWASSE ROAD
Orange County, Florida
CFX Project No. 408-127
GEC Proposal No. 8199G

Dear Ms. Myers:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. This proposal is based on our understanding of the project scope of services and our review of available existing geotechnical information along the project corridor. The purpose of this investigation will be to explore soil and groundwater conditions at the existing westbound SR 408 Bridge over Lake Sherwood and provide geotechnical engineering recommendations for the design and construction of the proposed bridge widening. This investigation also includes a limited contamination evaluation of the alignment and adjacent properties. Geotechnical services for roadway and miscellaneous structure improvements associated with the project are to be provided by AWK Consulting Engineers.

This proposal presents our understanding of the project, GEC's recommended scope of services and a cost and schedule for providing those services. Please refer to AWK's separate Proposal for Geotechnical Engineering Services for a summary of their scope of services and a cost for providing those services.

Site Description and Project Summary

The project alignment includes the existing alignment of SR 408 from Good Homes Road to Hiawassee Road in Orange County, Florida. The existing SR 408 is a 4-lane divided highway with twin bridges spanning Lake Sherwood and Hiawassee Road. In addition, the Hiawassee Road westbound on-ramp to SR 408 and the SR 408 eastbound off-ramp to Hiawassee Road are included in the project alignment. An existing toll plaza is located just east of Lake Sherwood, which includes 4 pre-paid toll lanes and 8 pay toll lanes. Existing stormwater ponds along the project alignment are predominately dry retention ponds.

Sinkhole activity created Lake Sherwood as part of the geologic history of western Orange County. The lake as we see it today is the ground surface expression of several sinkholes; however, the "throats" of the sinkholes have been filled with soil and organic material (muck) and are not always apparent at the ground surface. The sinkhole activity undermines the soil profile, creating highly variable subsurface conditions within and around sinkholes, and Lake Sherwood is no exception. The 24 soil borings performed for the original bridge construction encountered highly variable conditions with regard to the presence of organic soil and the depth to a firm bearing layer for pile foundations.

The subsurface profile for the westbound bridge is shown on **Figure 1**. The western portion of the bridge, End Bent 1 and Piers 2 through 7, encountered a surface layer of sand underlain by muck deposits that extended to depths ranging from 140 feet to 270 feet. However, the borings in the eastern portion of the bridge, Piers 8 through 11 and End Bent 12, did not encounter muck and a dense sand bearing layer was found at depths ranging from 40 feet to 100 feet.

SR 408 OVER LAKE SHERWOOD
SUBSURFACE PROFILE

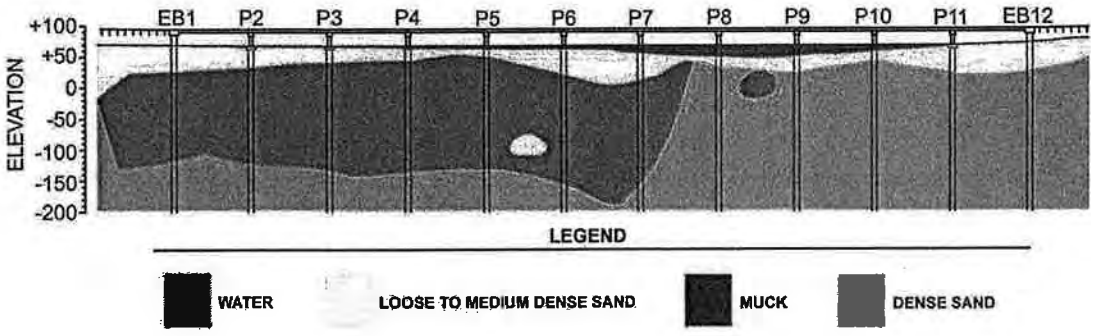

Figure 1. Deep Muck Deposits at EB1 through P7

Proposed project elements associated with the SR 408 widening from Good Homes Road to Hiawassee Road include the following:

- Interior widening of SR 408 eastbound and westbound from a 4 to 6-lane roadway section from east of the existing toll plaza to just east of Hiawassee Road.

- Milling and resurfacing of the existing SR 408 roadway pavements (including the toll plaza lanes) from Lake Sherwood to east of Hiawassee Road including the Hiawassee Road westbound on-ramp to SR 408 and the SR 408 eastbound off-ramp to Hiawassee Road.

- Widening the westbound SR 408 bridge to the outside over Lake Sherwood from Pier 4 to End Bent 12, a total distance of approximately 900 LF (9 Piers/Bents).

- Widening the twin SR 408 bridges over Hiawassee Road to the interior. However, we understand concrete piles were driven in the median to accommodate the future SR 408 six-lane bridge; therefore, geotechnical services will not be required for the bridge over Hiawassee Road.

- Expanding 1 stormwater pond.

- Addition/replacement of 1 cantilever sign structure.

- Reconstruction of the existing traffic signals (6 total mast arm signal poles) at the Hiawassee Road westbound on-ramp to SR 408 and the SR 408 eastbound off-ramp to Hiawassee Road intersections.

- A total of 2,500 lf of sound wall at four locations along the project alignment.

Scope of Services

Our recommended scope of geotechnical services for the Lake Sherwood Bridge widening and contamination services for the CSER includes the following:

- Stake boring locations at the site. Boring locations within Lake Sherwood will be identified with marking buoys.

- Clear utilities at the boring locations.

- Mobilize barge-mounted drilling equipment and personnel and associated support boat.

- Perform Standard Penetration Test (SPT) borings for the SR 408 westbound bridge widening over Lake Sherwood to varying depths based on the variable bearing layer depth (as summarized above) as follows:

    - Piers 4: 1 SPT's to 250 feet
    - Piers 6 and 7: 2 SPT's to 300 feet
    - Piers 8: 1 SPT to 200 feet
    - Piers 10: 1 SPT to 150 feet

- Perform routine laboratory soil classification tests to aid in visual soil classification. This includes corrosion series testing of shallow soils and water at the proposed Lake Sherwood bridge site.

- Submit a Geotechnical Memorandum for Preliminary Bridge Foundation Design to assist with cost estimates and a Geotechnical Data Report for Structures. The Geotechnical Memorandum for Preliminary Bridge Foundation Design will include a preliminary evaluation of bridge foundation alternatives and preliminary recommendations for bridge foundation design.

- Submit a Report of Geotechnical Engineering Investigation for the Lake Sherwood Bridge Widening as part of the 30%, 60%, 90% and 100% structural plans submittals.

- Perform a limited contamination screening evaluation of adjacent properties and conduct research and reconnaissance in accordance with the Florida Department of Transportation (FDOT) Project Development and Environment (PD&E) Manual.

- Issue a Limited Contamination Screening Evaluation Report (CSER) signed and sealed by a geologist licensed in Florida. The CSER will rank the contamination risk potential for each adjacent site as No, Low, Medium or High. Sites ranked with a Medium or High contamination risk potential may require Level 2 Contamination Impact Assessments to verify the presence of contaminated subsurface media and further evaluate the potential for impacts to the project.

Estimated Fee and Schedule

Our estimated fee to provide the described scope of services is a Not-to-Exceed Fee of $161,667.93. Attachment 1 presents a breakdown of our Not-to-Exceed Fee and a summary of our Not-to-Exceed Fee is provided below:

Upset Limit Fee (See attached Cost Breakdown)	
Field and Laboratory Services Final Design Fee	$108,815.00
Design Services Final Design Fee	$52,852.93
Total Upset Limit Fee	**$161,667.93**

GEC will provide all reports 2 weeks prior to the plans deliverable date indicated in the project schedule. If requested, advanced verbal recommendations can be provided after the field work is completed.

Limitations

This proposal is subject to the following limitations: 1) the site will be accessible to the drilling equipment assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary and 2) we assume no responsibility to damage to underground utilities and/or structures that are not located by the owner or through Sunshine State One-Call.

Closure

GEC appreciates the opportunity to work with you on this project. If you have any questions regarding this proposal, or if we can be of further assistance, please contact us.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

Craig G. Ballock, P.E.
Senior Geotechnical Engineer

Gary L. Kuhns, P.E.
President

CGB/GLK/cew

`IMMARY GEOTECHNICAL & CONTAMINATION SERVICES **FEE SCHEDULE:** GEC15

PROJECT: SR 408 from Good Homes Road to Hiawassee Road **PREPARED BY:** GLK

FPID: --- **DATE:** 2/25/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.00.00	**GEOTECHNICAL FIELD EXPLORATION**				
01.01.00	Crew & Equipment Mobilization:				
01.01.01	Truck Rig Mobilization	EA	$500.00	0	$ -
01.01.02	Mudbug Mobilization	EA	$600.00	0	$ -
01.01.03	Track Rig Mobilization	EA	$4,000.00	0	$ -
01.01.04	Barge (small) Mobilization	EA	$10,000.00	1	$ 10,000.00
01.01.05	Barge (offshore) Mobilization	EA	N/A	0	$ -
01.01.06	CPT Rig Mobilization	EA	$500.00	0	$ -
01.01.07	Support Boat Mobilization	EA	$250.00	1	$ 250.00
01.01.08	Pavement Coring Equipment Mobilization	EA	$250.00	0	$ -
01.01.09	Soil Survey/Coring/GPR Crew Mobilization	EA	$250.00	0	$ -
01.01.10	Tri Pod Rig Mobilization	EA	N/A	0	$ -
01.01.11	Low Clearance Rig Mobilization	EA	N/A	0	$ -
.01.12	Drill Rig Remobilization	EA	N/A	0	$ -
01.02.00	Auger Borings (ASTM D-1452):				
01.02.01	Auger Borings - Hand/Truck	LF	$11.50	0	$ -
01.02.02	Auger Borings - Mudbug	LF	$14.38	0	$ -
01.02.03	Auger Borings - Track	LF	$17.25	0	$ -
01.03.00	Standard Penetration Test Borings (ASTM D-1586):				
01.03.01	SPT - Truck/MB:				
01.03.01A	SPT - Truck/MB: 0-50 FT	LF	$15.00	0	$ -
01.03.01B	SPT - Truck/MB: 50-100 FT	LF	$19.00	0	$ -
01.03.01C	SPT - Truck/MB: 100-150 FT	LF	$25.00	0	$ -
01.03.01D	SPT - Truck/MB: 150-200 FT	LF	$32.00	0	$ -
01.03.01E	SPT - Truck/MB: 200-250 FT	LF	$42.00	0	$ -
01.03.01F	SPT - Truck/MB: 250-300 FT	LF	$54.00	0	$ -
01.03.02	SPT - B/T/A:				
01.03.02A	SPT- B/T/A: 0-50 FT	LF	$22.50	250	$ 5,625.00
01.03.02B	SPT- B/T/A: 50-100 FT	LF	$28.50	250	$ 7,125.00
01.03.02C	SPT- B/T/A: 100-150 FT	LF	$37.50	250	$ 9,375.00
.03.02D	SPT- B/T/A: 150-200 FT	LF	$48.00	200	$ 9,600.00

'JMMARY GEOTECHNICAL & CONTAMINATION SERVICES | FEE SCHEDULE: GEC15

PROJECT: SR 408 from Good Homes Road to Hiawassee Road | PREPARED BY: GLK

FPID: --- | DATE: 2/25/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.03.02E	SPT- B/T/A: 200-250 FT	LF	$63.00	150	$ 9,450.00
01.03.02F	SPT- B/T/A: 250-300 FT	LF	$81.00	100	$ 8,100.00
01.04.00	Cone Penetration Test Soundings (ASTM D-3441):				
01.04.01	CPT - Truck/MB:				
01.04.01A	CPT - Truck/MB: 0-50 FT	LF	$14.00	0	$ -
01.04.01B	CPT - Truck/MB: 50-100 FT	LF	$14.00	0	$ -
01.04.01C	CPT - Truck/MB: 100-150 FT	LF	$15.00	0	$ -
01.04.01D	CPT - Truck/MB: 150-200 FT	LF	$15.00	0	$ -
01.04.01E	CPT - Truck/MB: 200-250 FT	LF	$17.00	0	$ -
01.04.01F	CPT - Truck/MB: 250-300 FT	LF	$19.00	0	$ -
01.04.02	CPT - B/T/A:				
01.04.02A	CPT - B/T/A: 0-50 FT	LF	$21.00	0	$ -
01.04.02B	CPT - B/T/A: 50-100 FT	LF	$21.00	0	$ -
'.04.02C	CPT - B/T/A: 100-150 FT	LF	$22.50	0	$ -
01.04.02D	CPT - B/T/A: 150-200 FT	LF	$22.50	0	$ -
01.04.02E	CPT - B/T/A: 200-250 FT	LF	$25.50	0	$ -
01.04.02F	CPT - B/T/A: 250-300 FT	LF	$28.50	0	$ -
01.05.00	Rock Coring - HW Barrel (ASTM D-2113):				
01.05.01	Rock Coring - Truck/MB:				
01.05.01A	Rock Coring - Truck/MB: 0-50 FT	LF	$38.00	0	$ -
01.05.01B	Rock Coring - Truck/MB: 50-100 FT	LF	$42.00	0	$ -
01.05.01C	Rock Coring - Truck/MB: 100-150 FT	LF	$46.00	0	$ -
01.05.01D	Rock Coring - Truck/MB: 150-200 FT	LF	$52.00	0	$ -
01.05.01E	Rock Coring - Truck/MB: 200-250 FT	LF	$58.00	0	$ -
01.05.01F	Rock Coring - Truck/MB: 250-300 FT	LF	$65.00	0	$ -
01.05.02	Rock Coring - B/T/A:				
01.05.02A	Rock Coring - B/T/A: 0-50 FT	LF	$57.00	0	$ -
01.05.02B	Rock Coring - B/T/A: 50-100 FT	LF	$63.00	0	$ -
01.05.02C	Rock Coring - B/T/A: 100-150 FT	LF	$69.00	0	$ -
01.05.02D	Rock Coring - B/T/A: 150-200 FT	LF	$78.00	0	$ -
1.05.02E	Rock Coring - B/T/A: 200-250 FT	LF	$87.00	0	$ -

IMMARY GEOTECHNICAL & CONTAMINATION SERVICES **FEE SCHEDULE:** GEC15

PROJECT: SR 408 from Good Homes Road to Hiawassee Road **PREPARED BY:** GLK

FPID: --- **DATE:** 2/25/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.05.02F	Rock Coring - B/T/A: 250-300 FT	LF	$97.50	0	$ -
01.06.00	Grout Seal Boreholes:				
01.06.01	Grout Boreholes - Truck/MB:				
01.06.01A	Grout - Truck/MB: 0-50 FT	LF	$5.00	0	$ -
01.06.01B	Grout - Truck/MB: 50-100 FT	LF	$6.00	0	$ -
01.06.01C	Grout - Truck/MB: 100-150 FT	LF	$8.00	0	$ -
01.06.01D	Grout - Truck/MB: 150-200 FT	LF	$10.00	0	$ -
01.06.01E	Grout - Truck/MB: 200-250 FT	LF	$12.00	0	$ -
01.06.01F	Grout - Truck/MB: 250-300 FT	LF	$14.00	0	$ -
01.06.02	Grout Boreholes - B/T/A:				
01.06.02A	Grout - B/T/A: 0-50 FT	LF	$7.50	250	$ 1,875.00
01.06.02B	Grout - B/T/A: 50-100 FT	LF	$9.00	250	$ 2,250.00
01.06.02C	Grout - B/T/A: 100-150 FT	LF	$12.00	250	$ 3,000.00
.06.02D	Grout - B/T/A: 150-200 FT	LF	$15.00	200	$ 3,000.00
01.06.02E	Grout - B/T/A: 200-250 FT	LF	$18.00	150	$ 2,700.00
01.06.02F	Grout - B/T/A: 250-300 FT	LF	$21.00	100	$ 2,100.00
01.07.00	Temporary Casing:				
01.07.01	3" Temp. Casing - Truck/MB:				
01.07.01A	3" Casing - Truck/MB: 0-50 FT	LF	$10.00	0	$ -
01.07.01B	3" Casing - Truck/MB: 50-100 FT	LF	$11.00	0	$ -
01.07.01C	3" Casing - Truck/MB: 100-150 FT	LF	$13.00	0	$ -
01.07.01D	3" Casing - Truck/MB: 150-200 FT	LF	$15.00	0	$ -
01.07.01E	3" Casing - Truck/MB: 200-250 FT	LF	$17.00	0	$ -
01.07.01F	3" Casing - Truck/MB: 250-300 FT	LF	$20.00	0	$ -
01.07.02	3" Temp. Casing - B/T/A:				
01.07.02A	3" Casing - B/T/A: 0-50 FT	LF	$15.00	250	$ 3,750.00
01.07.02B	3" Casing - B/T/A: 50-100 FT	LF	$16.50	250	$ 4,125.00
01.07.02C	3" Casing - B/T/A: 100-150 FT	LF	$19.50	200	$ 3,900.00
01.07.02D	3" Casing - B/T/A: 150-200 FT	LF	$22.50	150	$ 3,375.00
01.07.02E	3" Casing - B/T/A: 200-250 FT	LF	$25.50	100	$ 2,550.00
.07.02F	3" Casing - B/T/A: 250-300 FT	LF	$30.00	0	$ -

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PROJECT: SR 408 from Good Homes Road to Hiawassee Road **PREPARED BY:** GLK

FPID: --- **DATE:** 2/25/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.07.03	4" Temp. Casing - Truck/MB:				
01.07.03A	4" Casing - Truck/MB: 0-50 FT	LF	$11.00	0	$ -
01.07.03B	4" Casing - Truck/MB: 50-100 FT	LF	$13.00	0	$ -
01.07.03C	4" Casing - Truck/MB: 100-150 FT	LF	$15.00	0	$ -
01.07.03D	4" Casing - Truck/MB: 150-200 FT	LF	$17.00	0	$ -
01.07.03E	4" Casing - Truck/MB: 200-250 FT	LF	$23.00	0	$ -
01.07.03F	4" Casing - Truck/MB: 250-300 FT	LF	$30.00	0	$ -
01.07.04	4" Temp. Casing - B/T/A:				
01.07.04A	4" Casing - B/T/A: 0-50 FT	LF	$16.50	0	$ -
01.07.04B	4" Casing - B/T/A: 50-100 FT	LF	$19.50	0	$ -
01.07.04C	4" Casing - B/T/A: 100-150 FT	LF	$22.50	0	$ -
01.07.04D	4" Casing - B/T/A: 150-200 FT	LF	$25.50	0	$ -
01.07.04E	4" Casing - B/T/A: 200-250 FT	LF	$34.50	0	$ -
`.07.04F	4" Casing - B/T/A: 250-300 FT	LF	$45.00	0	$ -
01.08.00	Extra SPT Samples:				
01.08.01	Extra SPT Samples - Truck/MB:				
01.08.01A	Extra SPT Samples - Truck/MB: 0-50 FT	EA	$40.00	0	$ -
01.08.01B	Extra SPT Samples - Truck/MB: 50-100 FT	EA	$55.00	0	$ -
01.08.01C	Extra SPT Samples - Truck/MB: 100-150 FT	EA	$80.00	0	$ -
01.08.01D	Extra SPT Samples - Truck/MB: 150-200 FT	EA	$100.00	0	$ -
01.08.01E	Extra SPT Samples - Truck/MB: 200-250 FT	EA	$120.00	0	$ -
01.08.01F	Extra SPT Samples - Truck/MB: 250-300 FT	EA	$150.00	0	$ -
01.08.02	Extra SPT Samples - B/T/A:				
01.08.02A	Extra SPT Samples - B/T/A: 0-50 FT	EA	$60.00	0	$ -
01.08.02B	Extra SPT Samples - B/T/A: 50-100 FT	EA	$82.50	0	$ -
01.08.02C	Extra SPT Samples - B/T/A: 100-150 FT	EA	$120.00	0	$ -
01.08.02D	Extra SPT Samples -B/T/A: 150-200 FT	EA	$150.00	0	$ -
01.08.02E	Extra SPT Samples - B/T/A: 200-250 FT	EA	$180.00	0	$ -
01.08.02F	Extra SPT Samples - B/T/A: 250-300 FT	EA	$225.00	0	$ -
01.09.00	Undisturbed Samples (ASTM D-1587):				
1.09.01	Undisturbed Samples - Truck/MB:				

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES **FEE SCHEDULE:** GEC15

PROJECT: SR 408 from Good Homes Road to Hiawassee Road **PREPARED BY:** GLK

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Item	Description	Unit	Unit Price	No of Units	Cost
01.09.01A	Undisturbed Samples - Truck/MB: 0-50 FT	EA	$160.00	0	$ -
01.09.01B	Undisturbed Samples - Truck/MB: 50-100 FT	EA	$200.00	0	$ -
01.09.01C	Undisturbed Samples - Truck/MB: 100-150 FT	EA	$260.00	0	$ -
01.09.01D	Undisturbed Samples - Truck/MB: 150-200 FT	EA	$320.00	0	$ -
01.09.02	Undisturbed Samples - B/T/A:				
01.09.02A	Undisturbed Samples - B/T/A: 0-50 FT	EA	$240.00	0	$ -
01.09.02B	Undisturbed Samples - B/T/A: 50-100 FT	EA	$300.00	0	$ -
01.09.02C	Undisturbed Samples - B/T/A: 100-150 FT	EA	$390.00	0	$ -
01.09.02D	Undisturbed Samples - B/T/A: 150-200 FT	EA	$480.00	0	$ -
01.10.00	Drill Rig and Crew (Clearing/Difficult Access)				
01.10.01	Drill Rig and 2-Man Crew - Truck/MB	HR	$220.00	0	$ -
01.10.02	Drill Rig and 2-Man Crew - B/T/A	HR	N/A	0	$ -
01.10.03	Drill Rig and 3-Man Crew - Truck/MB	HR	$300.00	0	$ -
.10.04	Drill Rig and 3-Man Crew - B/T/A	HR	$450.00	9	$ 4,050.00
01.11.00	Drill Mud Contain/Disposal				
01.11.01	Drill Mud Contain/Disposal - Truck/MB	EA	N/A	0	$ -
01.11.02	Drill Mud Contain/Disposal - B/T/A	EA	N/A	0	$ -
01.12.00	Soil Survey/Coring Crew				
01.12.01	Soil Survey/Coring Crew - 2 Person	HR	$150.00	0	$ -
01.12.02	Soil Survey/Coring Crew - 3 Person	HR	$210.00	0	$ -
01.13.00	Field Permeability Test				
01.13.01	Field Permeability Test (0-10')	EA	$350.00	0	$ -
01.13.02	Field Permeability Test (10-25')	EA	$400.00	0	$ -
01.14.00	Temporary Piezometer				
01.14.01	Temporary Piezometer (0-50')	LF	$25.00	0	$ -
01.14.02	Temporary Piezometer Locking Assembly	EA	N/A	0	$ -
01.15.00	Pavement Cores (Night Including MOT)	EA	$400.00	0	$ -
01.16.00	Ground Surface D.R.I	EA	$600.00	0	$ -
01.17.00	Field Vane Shear Strength	EA	$400.00	0	$ -
01.18.00	Dilatometer Sounding	HR	N/A	0	$ -
.19.00	Ground Penetrating Radar Crew - 2 Person	HR	$250.00	0	$ -

`UMMARY GEOTECHNICAL & CONTAMINATION SERVICES

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DATE: 2/25/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.20.00	CPT Data Reduction	EA	N/A	0	$ -
01.21.00	Maintenance of Traffic				
01.21.01	MOT - Barricades	DAY	N/A	0	$ -
01.21.02	MOT - Flashing Arrowboard	DAY	N/A	0	$ -
01.21.03	MOT - Law Enforcement Officer	DAY	N/A	0	$ -
01.21.04	MOT - Crash Truck	DAY	N/A	0	$ -
01.21.05	MOT - Support Vehicle	DAY	N/A	0	$ -
01.21.06	MOT - Signs	DAY	N/A	0	$ -
01.21.07	MOT - Certified Traffic Control Specialist	HR	N/A	0	$ -
01.22.00	Other Support Services				
01.22.01	Support Vehicle	DAY	$60.00	0	$ -
01.22.02	Support Boat	DAY	$200.00	15	$ 3,000.00
01.22.03	Heavy Equipment	DAY	N/A	0	$ -
1.22.04	GPS Unit	DAY	$75.00	1	$ 75.00
02.00.00	**GEOTECHNICAL LABORATORY TESTING SERVICES**				
02.01.00	Grain Size Analysis:				
02.01.01	Full Grain Size Analysis	EA	$60.00	0	$ -
02.01.02	Percent Fines	EA	$40.00	80	$ 3,200.00
02.02.00	Hydrometer Analysis	EA	$120.00	0	$ -
02.03.00	Organic Content	EA	$50.00	20	$ 1,000.00
02.04.00	Atterberg Limits:				
02.04.01	Atterberg - Liquid Limit	EA	$47.50	40	$ 1,900.00
02.04.02	Atterberg - Plastic Limit	EA	$47.50	40	$ 1,900.00
02.05.00	Natural Moisture Content	EA	$15.00	60	$ 900.00
02.06.00	Unit Weight	EA	$50.00	0	$ -
02.07.00	Consolidation with Rebound	EA	$600.00	0	$ -
02.08.00	Permeability	EA	$300.00	0	$ -
02.09.00	Corrosion Series	EA	$160.00	4	$ 640.00
02.10.00	Triaxial Compression:				
02.10.01	Triaxial - Unconsolidated/Undrained	EA	$500.00	0	$ -
?.10.02	Triaxial - Consolidated/Undrained	EA	$550.00	0	$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES | **FEE SCHEDULE:** GEC15

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Item	Description	Unit	Unit Price	No of Units	Cost
02.10.03	Triaxial - Consolidated/Drained	EA	$650.00	0	$ -
02.11.00	Unconfined Compression:				
02.11.01	Unconfined Comp. - Soil	EA	$225.00	0	$ -
02.11.02	Unconfined Comp. - Rock	EA	$150.00	0	$ -
02.12.00	Limerock Bearing Ratio	EA	$350.00	0	$ -
02.13.00	Specific Gravity	EA	$75.00	0	$ -
02.14.00	Bitumen Extraction	EA	$100.00	0	$ -
02.15.00	Aggregate Gradation	EA	$60.00	0	$ -
02.16.00	Direct Shear	EA	$280.00	0	$ -
02.17.00	Shrinkage Factor	EA	$70.00	0	$ -
02.18.00	Swell Potential	EA	$100.00	0	$ -
02.19.00	Proctor Compaction	EA	N/A	0	$ -
02.20.00	Splitting Tensile - Rock	EA	$175.00	0	$ -
.00.00	**GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES**				
03.01.00	Chief Engineer	HR	$203.95	20	$ 4,079.00
03.02.00	Senior Engineer	HR	$178.47	39	$ 6,960.33
03.03.00	Project Engineer	HR	$135.47	196	$ 26,552.12
03.04.00	Engineering Intern	HR	$73.02	0	$ -
03.05.00	CADD/GIS Technician	HR	$97.57	50	$ 4,878.50
03.06.00	Secretary/Clerical	HR	$68.90	24	$ 1,653.60
03.07.00	Senior Engineering Technician	HR	$86.84	36	$ 3,126.24
03.08.00	Engineering Technician	HR	$52.42	0	$ -
03.09.00	---	HR	N/A	0	$ -
03.10.00	---	HR	N/A	0	$ -
03.11.00	---	HR	N/A	0	$ -
	GEOTECHNICAL MAN HOUR TOTAL	365	**GEOTECHNICAL TOTAL**		$ 156,064.79
04.00.00	**CONTAMINATION FIELD EXPLORATION**				
04.01.00	Crew & Equipment Mobilization:				
04.01.01	Direct Push Rig Mobilization	EA	$500.00	0	$ -
04.01.02	Direct Push Rig	DAY	$1,500.00	0	$ -
.01.03	Direct Push Well Materials	LF	$25.00	0	$ -

'UMMARY GEOTECHNICAL & CONTAMINATION SERVICES **FEE SCHEDULE:** GEC15

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Item	Description	Unit	Unit Price	No of Units	Cost
04.01.04	Organic Vapor Analyzer	DAY	$160.00	0	$ -
04.01.05	Multi-Parameter Water Quality	DAY	$125.00	0	$ -
04.01.06	Support Vehicle - Truck	DAY	$60.00	0	$ -
04.01.07	Support Vehicle - Boat	DAY	$200.00	0	$ -
04.01.08	GPS Unit	DAY	$75.00	0	$ -
04.01.09	Ground Penetrating Radar Crew - 2 Person	HR	$250.00	0	$ -
04.01.10	Heavy Equipment Mobilization	DAY	N/A	0	$ -
04.01.11	Rig Remobilization	EA	N/A	0	$ -
04.02.00	Drill Rig and Crew (Clearing/Difficult Access)				
04.02.01	Drill Rig and Crew - Truck	HR	$220.00	0	$ -
04.03.00	Monitoring Well				
04.03.01	Monitoring Well (0-50')	LF	$35.00	0	$ -
04.03.02	Monitoring Well (50-100')	LF	$45.00	0	$ -
04.03.03	Well Complection (flush mount)	EA	$250.00	0	$ -
04.03.04	Well Completion (aboveground)	EA	$350.00	0	$ -
04.04.00	100 FT Water Level Meter	DAY	$40.00	0	$ -
04.05.00	Lamotte Turbidity Meter	DAY	$50.00	0	$ -
04.06.00	Dissolved Oxygen Meter	DAY	$50.00	0	$ -
04.07.00	pH Meter w/ Calibration Kit	DAY	$50.00	0	$ -
04.08.00	Miscellaneous Supplies	DAY	$50.00	0	$ -
04.09.00	Maintenance of Traffic				
04.09.01	MOT - Barricades	DAY	N/A	0	$ -
04.09.02	MOT - Flashing Arrowboard	DAY	N/A	0	$ -
04.09.03	MOT - Law Enforcement Officer	DAY	N/A	0	$ -
04.09.04	MOT - Crash Truck	DAY	N/A	0	$ -
04.09.05	MOT - Support Vehicle	DAY	N/A	0	$ -
04.09.06	MOT - Signs	DAY	N/A	0	$ -
04.09.07	MOT - Certified Traffic Control Specialist	HR	N/A	0	$ -
05.00.00	**CONTAMINATION LABORATORY TESTING SERVICES**				
05.01.00	RCRA Metals				
05.01.01	RCRA Metals - Soil	EA	$125.00	0	$ -

'JMMARY GEOTECHNICAL & CONTAMINATION SERVICES **FEE SCHEDULE:** GEC15

PROJECT: SR 408 from Good Homes Road to Hiawassee Road **PREPARED BY:** GLK

FPID: --- **DATE:** 2/25/2015

Item	Description	Unit	Unit Price	No of Units	Cost
05.01.02	RCRA Metals - Water	EA	$125.00	0	$ -
05.02.00	Herbicide/Pesticide (EPA Method 8081, 8141, 8151)				
05.02.01	Herbicide/Pesticide - Soil	EA	$450.00	0	$ -
05.02.02	Herbicide/Pesticide - Water	EA	$450.00	0	$ -
05.03.00	Table B: Gasoline/Kerosene				
05.03.01	Table B: Gasoline/Kerosene - Soil	EA	$350.00	0	$ -
05.03.02	Table B: Gasoline/Kerosene - Water	EA	$400.00	0	$ -
05.04.00	Table C: Used Oil/Unknown				
05.04.01	Table C: Used Oil/Unknown - Soil	EA	$755.00	0	$ -
05.04.02	Table C: Used Oil/Unknown - Water	EA	$815.00	0	$ -
05.05.00	EPA 8260 Full				
05.05.01	EPA 8260 Full - Soil	EA	N/A	0	$ -
05.05.02	EPA 8260 Full - Water	EA	N/A	0	$ -
.00.00	**CONTAMINATION MAP AND DATABASE SEARCHES**				
06.01.00	Contamination Database Report	EA	N/A	1	$ 430.00
06.02.00	Fire Insurance Map Coverage Database	EA	N/A	0	$ -
06.03.00	Fire Insurance Map Search Abstract with Documen.	EA	N/A	0	$ -
06.04.00	Area Search - 50$/Sq. Mile after initial Sq. Mile	EA	N/A	0	$ -
06.05.00	Linear/Corridor Search - 50$/Sq. Mile after initial 3 Miles	EA	N/A	0	$ -
06.06.00	Historic Topographic Maps (all available)	EA	N/A	0	$ -
07.00.00	**CONTAMINATION ENGINEERING AND TECHNICAL SERVICES**				
07.01.00	Chief Engineer	HR	$203.95	4	$ 815.80
07.02.00	Senior Engineer	HR	$178.47	0	$ -
07.03.00	Senior Scientist	HR	$109.26	32	$ 3,496.32
07.04.00	Scientist	HR	$69.99	0	$ -
07.05.00	CADD/GIS Technician	HR	$97.57	6	$ 585.42
07.06.00	Secretary/Clerical	HR	$68.90	4	$ 275.60
07.07.00	Senior Engineering Technician	HR	$86.84	0	$ -
07.08.00	Engineering Technician	HR	$52.42	0	$ -
	CONTAMINATION MAN HOUR TOTAL	46	**CONTAMINATION TOTAL**		$ 5,603.14
				AFP ADJUSTMENT	$ -

'JMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: GEC15

PROJECT: SR 408 from Good Homes Road to Hiawassee Road

PREPARED BY: GLK

FPID: ---

DATE: 2/25/2015

Item	Description	Unit	Unit Price	No of Units	Cost
	PROPOSAL MAN HOUR TOTAL	411		**PROPOSAL TOTAL**	$ 161,667.93

COMPUTATION OF GEOTECHNICAL COSTS

Object: Lake Sherwood Bridge
Project: SR 408 from Good Homes Road to Hiawassee Road
FPN: ---

Prepared By: GLK
Date: 2/25/2015

		Unit	Unit Price	No. Units	Cost	Notes
01.00.00	**GEOTECHNICAL FIELD EXPLORATION**					
01.01.00	Crew & Equipment Mobilization:					
01.01.01	Truck Rig Mobilization	EA	$500.00	0	$0.00	
01.01.02	Mudbug Mobilization	EA	$600.00	0	$0.00	Eliminate EB boring
01.01.03	Track Rig Mobilization	EA	$4,000.00	0	$0.00	
01.01.04	Barge (small) Mobilization	EA	$10,000.00	1	$10,000.00	Piers 4, 6, 7, 8 and 10
01.01.05	Barge (offshore) Mobilization	EA	N/A	0	$0.00	Eliminate Pier 5, 9 and 11 borings
01.01.06	CPT Rig Mobilization	EA	$500.00	0	$0.00	
01.01.07	Support Boat Mobilization	EA	$250.00	1	$250.00	
01.01.08	Pavement Coring Equipment Mobilization	EA	$250.00	0	$0.00	
01.01.09	Soil Survey/Coring/GPR Crew Mobilization	EA	$250.00	0	$0.00	
01.01.10	Tri Pod Rig Mobilization	EA	N/A	0	$0.00	
01.01.11	Low Clearance Rig Mobilization	EA	N/A	0	$0.00	
01.01.12	Drill Rig Remobilization	EA	N/A	0	$0.00	
01.02.00	Auger Borings (ASTM D-1452):					
01.02.01	Auger Borings - Hand/Truck	LF	$11.50	0	$0.00	
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.02.02	Auger Borings - Mudbug	LF	$14.38	0	$0.00	
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.02.03	Auger Borings - Track	LF	$17.25	0	$0.00	
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.03.00	Standard Penetration Test Borings (ASTM D-1586):					
01.03.01	SPT - Truck/MB:					
	0 Borings to 0 ft Eliminate end bent (EB-12) boring					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.03.01A	SPT - Truck/MB: 0-50 FT	LF	$15.00	0	$0.00	
01.03.01B	SPT - Truck/MB: 50-100 FT	LF	$19.00	0	$0.00	
01.03.01C	SPT - Truck/MB: 100-150 FT	LF	$25.00	0	$0.00	
01.03.01D	SPT - Truck/MB: 150-200 FT	LF	$32.00	0	$0.00	
01.03.01E	SPT - Truck/MB: 200-250 FT	LF	$42.00	0	$0.00	

01.03.01F	SPT - Truck/MB: 250-300 FT	LF	$54.00	0	$0.00	
01.03.02	SPT - B/T/A:					
	1 Borings to 250 ft					Piers 4
	2 Borings to 300 ft					Piers 6, 7
	1 Borings to 200 ft					Piers 8
	1 Borings to 150 ft					Piers 10
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.03.02A	SPT- B/T/A: 0-50 FT	LF	$22.50	250	$5,625.00	
01.03.02B	SPT- B/T/A: 50-100 FT	LF	$28.50	250	$7,125.00	
01.03.02C	SPT- B/T/A: 100-150 FT	LF	$37.50	250	$9,375.00	
01.03.02D	SPT- B/T/A: 150-200 FT	LF	$48.00	200	$9,600.00	
01.03.02E	SPT- B/T/A: 200-250 FT	LF	$63.00	150	$9,450.00	
01.03.02F	SPT- B/T/A: 250-300 FT	LF	$81.00	100	$8,100.00	
01.04.00	Cone Penetration Test Soundings (ASTM D-3441):					
01.04.01	CPT - Truck/MB:					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.04.01A	CPT - Truck/MB: 0-50 FT	LF	$14.00	0	$0.00	
01.04.01B	CPT - Truck/MB: 50-100 FT	LF	$14.00	0	$0.00	
01.04.01C	CPT - Truck/MB: 100-150 FT	LF	$15.00	0	$0.00	
01.04.01D	CPT - Truck/MB: 150-200 FT	LF	$15.00	0	$0.00	
01.04.01E	CPT - Truck/MB: 200-250 FT	LF	$17.00	0	$0.00	
01.04.01F	CPT - Truck/MB: 250-300 FT	LF	$19.00	0	$0.00	
01.04.02	CPT - B/T/A:					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.04.02A	CPT - B/T/A: 0-50 FT	LF	$21.00	0	$0.00	
01.04.02B	CPT - B/T/A: 50-100 FT	LF	$21.00	0	$0.00	
01.04.02C	CPT - B/T/A: 100-150 FT	LF	$22.50	0	$0.00	
01.04.02D	CPT - B/T/A: 150-200 FT	LF	$22.50	0	$0.00	
01.04.02E	CPT - B/T/A: 200-250 FT	LF	$25.50	0	$0.00	
01.04.02F	CPT - B/T/A: 250-300 FT	LF	$28.50	0	$0.00	
01.05.00	Rock Coring - HW Barrel (ASTM D-2113):					
01.05.01	Rock Coring - Truck/MB:					
	0 Borings from 0 ft to 0 ft					
	0 Borings from 0 ft to 0 ft					
	0 Borings from 0 ft to 0 ft					
	0 Borings from 0 ft to 0 ft					
01.05.01A	Rock Coring - Truck/MB: 0-50 FT	LF	$38.00	0	$0.00	
01.05.01B	Rock Coring - Truck/MB: 50-100 FT	LF	$42.00	0	$0.00	
01.05.01C	Rock Coring - Truck/MB: 100-150 FT	LF	$46.00	0	$0.00	
01.05.01D	Rock Coring - Truck/MB: 150-200 FT	LF	$52.00	0	$0.00	
01.05.01E	Rock Coring - Truck/MB: 200-250 FT	LF	$58.00	0	$0.00	
01.05.01F	Rock Coring - Truck/MB: 250-300 FT	LF	$65.00	0	$0.00	
01.05.02	Rock Coring - B/T/A:					
	0 Borings from 0 ft to 0 ft					
	0 Borings from 0 ft to 0 ft					
	0 Borings from 0 ft to 0 ft					
	0 Borings from 0 ft to 0 ft					
05.02A	Rock Coring - B/T/A: 0-50 FT	LF	$57.00	0	$0.00	

01.05.02B	Rock Coring - B/T/A: 50-100 FT	LF	$63.00	0	$0.00
.05.02C	Rock Coring - B/T/A: 100-150 FT	LF	$69.00	0	$0.00
01.05.02D	Rock Coring - B/T/A: 150-200 FT	LF	$78.00	0	$0.00
01.05.02E	Rock Coring - B/T/A: 200-250 FT	LF	$87.00	0	$0.00
01.05.02F	Rock Coring - B/T/A: 250-300 FT	LF	$97.50	0	$0.00
01.06.00	Grout Seal Boreholes:				
01.06.01	Grout Boreholes - Truck/MB:				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.06.01A	Grout - Truck/MB: 0-50 FT	LF	$5.00	0	$0.00
01.06.01B	Grout - Truck/MB: 50-100 FT	LF	$6.00	0	$0.00
01.06.01C	Grout - Truck/MB: 100-150 FT	LF	$8.00	0	$0.00
01.06.01D	Grout - Truck/MB: 150-200 FT	LF	$10.00	0	$0.00
01.06.01E	Grout - Truck/MB: 200-250 FT	LF	$12.00	0	$0.00
01.06.01F	Grout - Truck/MB: 250-300 FT	LF	$14.00	0	$0.00
01.06.02	Grout Boreholes - B/T/A:				
	1 Borings to 250 ft				
	2 Borings to 300 ft				
	1 Borings to 200 ft				
	1 Borings to 150 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.06.02A	Grout - B/T/A: 0-50 FT	LF	$7.50	250	$1,875.00
06.02B	Grout - B/T/A: 50-100 FT	LF	$9.00	250	$2,250.00
01.06.02C	Grout - B/T/A: 100-150 FT	LF	$12.00	250	$3,000.00
01.06.02D	Grout - B/T/A: 150-200 FT	LF	$15.00	200	$3,000.00
01.06.02E	Grout - B/T/A: 200-250 FT	LF	$18.00	150	$2,700.00
01.06.02F	Grout - B/T/A: 250-300 FT	LF	$21.00	100	$2,100.00
01.07.00	Temporary Casing:				
01.07.01	3" Temp. Casing - Truck/MB:				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.07.01A	3" Casing - Truck/MB: 0-50 FT	LF	$10.00	0	$0.00
01.07.01B	3" Casing - Truck/MB: 50-100 FT	LF	$11.00	0	$0.00
01.07.01C	3" Casing - Truck/MB: 100-150 FT	LF	$13.00	0	$0.00
01.07.01D	3" Casing - Truck/MB: 150-200 FT	LF	$15.00	0	$0.00
01.07.01E	3" Casing - Truck/MB: 200-250 FT	LF	$17.00	0	$0.00
01.07.01F	3" Casing - Truck/MB: 250-300 FT	LF	$20.00	0	$0.00
01.07.02	3" Temp. Casing - B/T/A:				
	1 Borings to 200 ft				
	2 Borings to 250 ft				
	1 Borings to 150 ft				
	1 Borings to 100 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.07.02A	3" Casing - B/T/A: 0-50 FT	LF	$15.00	250	$3,750.00
07.02B	3" Casing - B/T/A: 50-100 FT	LF	$16.50	250	$4,125.00

01.07.02C	3" Casing - B/T/A: 100-150 FT		LF	$19.50	200	$3,900.00
.07.02D	3" Casing - B/T/A: 150-200 FT		LF	$22.50	150	$3,375.00
01.07.02E	3" Casing - B/T/A: 200-250 FT		LF	$25.50	100	$2,550.00
01.07.02F	3" Casing - B/T/A: 250-300 FT		LF	$30.00	0	$0.00
01.07.03	4" Temp. Casing - Truck/MB:					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.07.03A	4" Casing - Truck/MB: 0-50 FT		LF	$11.00	0	$0.00
01.07.03B	4" Casing - Truck/MB: 50-100 FT		LF	$13.00	0	$0.00
01.07.03C	4" Casing - Truck/MB: 100-150 FT		LF	$15.00	0	$0.00
01.07.03D	4" Casing - Truck/MB: 150-200 FT		LF	$17.00	0	$0.00
01.07.03E	4" Casing - Truck/MB: 200-250 FT		LF	$23.00	0	$0.00
01.07.03F	4" Casing - Truck/MB: 250-300 FT		LF	$30.00	0	$0.00
01.07.04	4" Temp. Casing - B/T/A:					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.07.04A	4" Casing - B/T/A: 0-50 FT		LF	$16.50	0	$0.00
01.07.04B	4" Casing - B/T/A: 50-100 FT		LF	$19.50	0	$0.00
01.07.04C	4" Casing - B/T/A: 100-150 FT		LF	$22.50	0	$0.00
07.04D	4" Casing - B/T/A: 150-200 FT		LF	$25.50	0	$0.00
01.07.04E	4" Casing - B/T/A: 200-250 FT		LF	$34.50	0	$0.00
01.07.04F	4" Casing - B/T/A: 250-300 FT		LF	$45.00	0	$0.00
01.08.00	Extra SPT Samples:					
01.08.01	Extra SPT Samples - Truck/MB:					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.08.01A	Extra SPT Samples - Truck/MB: 0-50 FT		EA	$40.00	0	$0.00
01.08.01B	Extra SPT Samples - Truck/MB: 50-100 FT		EA	$55.00	0	$0.00
01.08.01C	Extra SPT Samples - Truck/MB: 100-150 FT		EA	$80.00	0	$0.00
01.08.01D	Extra SPT Samples - Truck/MB: 150-200 FT		EA	$100.00	0	$0.00
01.08.01E	Extra SPT Samples - Truck/MB: 200-250 FT		EA	$120.00	0	$0.00
01.08.01F	Extra SPT Samples - Truck/MB: 250-300 FT		EA	$150.00	0	$0.00
01.08.02	Extra SPT Samples - B/T/A:					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.08.02A	Extra SPT Samples - B/T/A: 0-50 FT		EA	$60.00	0	$0.00
01.08.02B	Extra SPT Samples - B/T/A: 50-100 FT		EA	$82.50	0	$0.00
01.08.02C	Extra SPT Samples - B/T/A: 100-150 FT		EA	$120.00	0	$0.00
01.08.02D	Extra SPT Samples -B/T/A: 150-200 FT		EA	$150.00	0	$0.00
01.08.02E	Extra SPT Samples - B/T/A: 200-250 FT		EA	$180.00	0	$0.00
01.08.02F	Extra SPT Samples - B/T/A: 250-300 FT		EA	$225.00	0	$0.00
01.09.00	Undisturbed Samples (ASTM D-1587):					
09.01	Undisturbed Samples - Truck/MB:					

01.09.01A	Undisturbed Samples - Truck/MB: 0-50 FT	EA	$160.00	0	$0.00
.09.01B	Undisturbed Samples - Truck/MB: 50-100 FT	EA	$200.00	0	$0.00
01.09.01C	Undisturbed Samples - Truck/MB: 100-150 FT	EA	$260.00	0	$0.00
01.09.01D	Undisturbed Samples - Truck/MB: 150-200 FT	EA	$320.00	0	$0.00
01.09.02	Undisturbed Samples - B/T/A:				
01.09.02A	Undisturbed Samples - B/T/A: 0-50 FT	EA	$240.00	0	$0.00
01.09.02B	Undisturbed Samples - B/T/A: 50-100 FT	EA	$300.00	0	$0.00
01.09.02C	Undisturbed Samples - B/T/A: 100-150 FT	EA	$390.00	0	$0.00
01.09.02D	Undisturbed Samples - B/T/A: 150-200 FT	EA	$480.00	0	$0.00
01.10.00	Drill Rig and Crew (Clearing/Difficult Access)				
01.10.01	Drill Rig and 2-Man Crew - Truck/MB	HR	$220.00	0	$0.00
01.10.02	Drill Rig and 2-Man Crew - B/T/A	HR	N/A	0	$0.00
01.10.03	Drill Rig and 3-Man Crew - Truck/MB	HR	$300.00	0	$0.00
01.10.04	Drill Rig and 3-Man Crew - B/T/A	HR	$450.00	9	$4,050.00
01.11.00	Drill Mud Contain/Disposal				
01.11.01	Drill Mud Contain/Disposal - Truck/MB	EA	N/A	0	$0.00
01.11.02	Drill Mud Contain/Disposal - B/T/A	EA	N/A	0	$0.00
01.12.00	Soil Survey/Coring Crew				
01.12.01	Soil Survey/Coring Crew - 2 Person	HR	$150.00	0	$0.00
01.12.02	Soil Survey/Coring Crew - 3 Person	HR	$210.00	0	$0.00
01.13.00	Field Permeability Test				
01.13.01	Field Permeability Test (0-10')	EA	$350.00	0	$0.00
01.13.02	Field Permeability Test (10-25')	EA	$400.00	0	$0.00
01.14.00	Temporary Piezometer				
01.14.01	Temporary Piezometer (0-50')	LF	$25.00	0	$0.00
	0 Piezos to 0 ft				
	0 Piezos to 0 ft				
	0 Piezos to 0 ft				
	0 Piezos to 0 ft				
01.14.02	Temporary Piezometer Locking Assembly	EA	N/A	0	$0.00
01.15.00	Pavement Cores (Night Including MOT)	EA	$400.00	0	$0.00
01.16.00	Ground Surface D.R.I	EA	$600.00	0	$0.00
01.17.00	Field Vane Shear Strength	EA	$400.00	0	$0.00
01.18.00	Dilatometer Sounding	HR	N/A	0	$0.00
01.19.00	Ground Penetrating Radar Crew - 2 Person	HR	$250.00	0	$0.00
01.20.00	CPT Data Reduction	EA	N/A	0	$0.00
01.21.00	Maintenance of Traffic				
01.21.01	MOT - Barricades	DAY	N/A	0	$0.00
01.21.02	MOT - Flashing Arrowboard	DAY	N/A	0	$0.00
01.21.03	MOT - Law Enforcement Officer	DAY	N/A	0	$0.00
01.21.04	MOT - Crash Truck	DAY	N/A	0	$0.00
01.21.05	MOT - Support Vehicle	DAY	N/A	0	$0.00
01.21.06	MOT - Signs	DAY	N/A	0	$0.00
01.21.07	MOT - Certified Traffic Control Specialist	HR	N/A	0	$0.00
01.22.00	Other Support Services				
01.22.01	Support Vehicle	DAY	$60.00	0	$0.00
01.22.02	Support Boat	DAY	$200.00	15	$3,000.00
01.22.03	Heavy Equipment	DAY	N/A	0	$0.00
01.22.04	GPS Unit	DAY	$75.00	1	$75.00
	Engineering Field Services				
03.03.00	Project Engineer	HR	$135.47	8	$1,083.76
03.07.00	Senior Engineering Technician	HR	$86.84	24	$2,084.16
03.08.00	Engineering Technician	HR	$52.42	0	$0.00
03.10.00	---	HR	N/A	0	$0.00

			Field Exploration Total Fee:		**$102,442.92**
			Field Fee Percentage:		**65.6%**
02.00.00	**GEOTECHNICAL LABORATORY TESTING SERVICES**				
02.01.00	Grain Size Analysis:				
02.01.01	Full Grain Size Analysis	EA	$60.00	0	$0.00
02.01.02	Percent Fines	EA	$40.00	80	$3,200.00
02.02.00	Hydrometer Analysis	EA	$120.00	0	$0.00
02.03.00	Organic Content	EA	$50.00	20	$1,000.00
02.04.00	Atterberg Limits:				
02.04.01	Atterberg - Liquid Limit	EA	$47.50	40	$1,900.00
02.04.02	Atterberg - Plastic Limit	EA	$47.50	40	$1,900.00
02.05.00	Natural Moisture Content	EA	$15.00	60	$900.00
02.06.00	Unit Weight	EA	$50.00	0	$0.00
02.07.00	Consolidation with Rebound	EA	$600.00	0	$0.00
02.08.00	Permeability	EA	$300.00	0	$0.00
02.09.00	Corrosion Series	EA	$160.00	4	$640.00
02.10.00	Triaxial Compression:				
02.10.01	Triaxial - Unconsolidated/Undrained	EA	$500.00	0	$0.00
02.10.02	Triaxial - Consolidated/Undrained	EA	$550.00	0	$0.00
02.10.03	Triaxial - Consolidated/Drained	EA	$650.00	0	$0.00
02.11.00	Unconfined Compression:				
02.11.01	Unconfined Comp. - Soil	EA	$225.00	0	$0.00
02.11.02	Unconfined Comp. - Rock	EA	$150.00	0	$0.00
02.12.00	Limerock Bearing Ratio	EA	$350.00	0	$0.00
02.13.00	Specific Gravity	EA	$75.00	0	$0.00
02.14.00	Bitumen Extraction	EA	$100.00	0	$0.00
02.15.00	Aggregate Gradation	EA	$60.00	0	$0.00
16.00	Direct Shear	EA	$280.00	0	$0.00
02.17.00	Shrinkage Factor	EA	$70.00	0	$0.00
02.18.00	Swell Potential	EA	$100.00	0	$0.00
02.19.00	Proctor Compaction	EA	N/A	0	$0.00
02.20.00	Splitting Tensile - Rock	EA	$175.00	0	$0.00
	Engineering Laboratory Services				
03.03.00	Project Engineer	HR	$135.47	8	$1,083.76
03.07.00	Senior Engineering Technician	HR	$86.84	12	$1,042.08
03.08.00	Engineering Technician	HR	$52.42	0	$0.00
03.10.00	---	HR	N/A	0	$0.00
			Laboratory Testing Services Total Fee:		**$11,665.84**
			Lab Fee Percentage:		**7.5%**
03.00.00	**GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES**				
03.01.00	Chief Engineer	HR	$203.95	20	$4,079.00
03.02.00	Senior Engineer	HR	$178.47	39	$6,960.33
03.03.00	Project Engineer	HR	$135.47	180	$24,384.60
03.04.00	Engineering Intern	HR	$73.02	0	$0.00
03.05.00	CADD/GIS Technician	HR	$97.57	50	$4,878.50
03.06.00	Secretary/Clerical	HR	$68.90	24	$1,653.60
03.07.00	Senior Engineering Technician	HR	$86.84	0	$0.00
03.08.00	Engineering Technician	HR	$52.42	0	$0.00
03.09.00	---	HR	N/A	0	$0.00
03.10.00	---	HR	N/A	0	$0.00
03.11.00	---	HR	N/A	0	$0.00
		Engineering and Technical Services Totals:		**365**	**$41,956.03**
			Engineering Fee Percentage:		**26.9%**
				TOTAL FEE:	**$156,064.79**

COMPUTATION OF CONTAMINATION COSTS

Project: Contamination Screening Evaluation
Project: SR 408 from Good Homes Road to Hiawassee Road
FPN: ---

Prepared By: GLK
Date: 2/25/2015

		Unit	Unit Price	No. Units	Cost	Notes
04.00.00	**CONTAMINATION FIELD EXPLORATION**					
04.01.00	Crew & Equipment Mobilization:					
04.01.01	Direct Push Rig Mobilization	EA	$500.00	0	$0.00	
04.01.02	Direct Push Rig	DAY	$1,500.00	0	$0.00	
04.01.03	Direct Push Well Materials	LF	$25.00	0	$0.00	
04.01.04	Organic Vapor Analyzer	DAY	$160.00	0	$0.00	
04.01.05	Multi-Parameter Water Quality	DAY	$125.00	0	$0.00	
04.01.06	Support Vehicle - Truck	DAY	$60.00	0	$0.00	
04.01.07	Support Vehicle - Boat	DAY	$200.00	0	$0.00	
04.01.08	GPS Unit	DAY	$75.00	0	$0.00	
04.01.09	Ground Penetrating Radar Crew - 2 Person	HR	$250.00	0	$0.00	
04.01.10	Heavy Equipment Mobilization	DAY	N/A	0	$0.00	
04.01.11	Rig Remobilization	EA	N/A	0	$0.00	
04.02.00	Drill Rig and Crew (Clearing/Difficult Access)					
04.02.01	Drill Rig and Crew - Truck	HR	$220.00	0	$0.00	
04.03.00	Monitoring Well					
04.03.01	Monitoring Well (0-50')	LF	$35.00	0	$0.00	
04.03.02	Monitoring Well (50-100')	LF	$45.00	0	$0.00	
04.03.03	Well Complection (flush mount)	EA	$250.00	0	$0.00	
04.03.04	Well Completion (aboveground)	EA	$350.00	0	$0.00	
04.04.00	100 FT Water Level Meter	DAY	$40.00	0	$0.00	
04.05.00	Lamotte Turbidity Meter	DAY	$50.00	0	$0.00	
04.06.00	Dissolved Oxygen Meter	DAY	$50.00	0	$0.00	
04.07.00	pH Meter w/ Calibration Kit	DAY	$50.00	0	$0.00	
04.08.00	Miscellaneous Supplies	DAY	$50.00	0	$0.00	
09.00	Maintenance of Traffic					
04.09.01	MOT - Barricades	DAY	N/A	0	$0.00	
04.09.02	MOT - Flashing Arrowboard	DAY	N/A	0	$0.00	
04.09.03	MOT - Law Enforcement Officer	DAY	N/A	0	$0.00	
04.09.04	MOT - Crash Truck	DAY	N/A	0	$0.00	
04.09.05	MOT - Support Vehicle	DAY	N/A	0	$0.00	
04.09.06	MOT - Signs	DAY	N/A	0	$0.00	
04.09.07	MOT - Certified Traffic Control Specialist	HR	N/A	0	$0.00	
			Field Exploration Total Fee:		**$0.00**	
			Field Fee Percentage:		**0.0%**	

COMPUTATION OF CONTAMINATION COSTS

Project: Contamination Screening Evaluation **Prepared By:** GLK

Project: SR 408 from Good Homes Road to Hiawassee Road **Date:** 2/25/2015

FPN: ---

		Unit	Unit Price	No. Units	Cost	Notes
05.00.00	**CONTAMINATION LABORATORY TESTING SERVICES**					
05.01.00	RCRA Metals					
05.01.01	RCRA Metals - Soil	EA	$125.00	0	$0.00	
05.01.02	RCRA Metals - Water	EA	$125.00	0	$0.00	
05.02.00	Herbicide/Pesticide (EPA Method 8081, 8141, 8151)					
05.02.01	Herbicide/Pesticide - Soil	EA	$450.00	0	$0.00	
05.02.02	Herbicide/Pesticide - Water	EA	$450.00	0	$0.00	
05.03.00	Table B: Gasoline/Kerosene					
05.03.01	Table B: Gasoline/Kerosene - Soil	EA	$350.00	0	$0.00	
05.03.02	Table B: Gasoline/Kerosene - Water	EA	$400.00	0	$0.00	
05.04.00	Table C: Used Oil/Unknown					
05.04.01	Table C: Used Oil/Unknown - Soil	EA	$755.00	0	$0.00	
05.04.02	Table C: Used Oil/Unknown - Water	EA	$815.00	0	$0.00	
05.05.00	EPA 8260 Full					
05.05.01	EPA 8260 Full - Soil	EA	N/A	0	$0.00	
05.05.02	EPA 8260 Full - Water	EA	N/A	0	$0.00	
			Laboratory Testing Services Total Fee:		**$0.00**	
				Lab Fee Percentage:	**0.0%**	
06.00.00	**CONTAMINATION MAP AND DATABASE SEARCHES**					
06.01.00	Contamination Database Report	EA	N/A	1	$430.00	
06.02.00	Fire Insurance Map Coverage Database	EA	N/A	0	$0.00	
06.03.00	Fire Insurance Map Search Abstract with Documen.	EA	N/A	0	$0.00	
06.04.00	Area Search - 50$/Sq. Mile after initial Sq. Mile	EA	N/A	0	$0.00	
06.05.00	Linear/Corridor Search - 50$/Sq. Mile after initial 3 l	EA	N/A	0	$0.00	
06.06.00	Historic Topographic Maps (all available)	EA	N/A	0	$0.00	
			Map and Database Search Total Fee:		**$430.00**	
				Map/Database Fee Percentage:	**7.7%**	
07.00.00	**CONTAMINATION ENGINEERING AND TECHNICAL SERVICES**					
07.01.00	Chief Engineer	HR	$203.95	4	$815.80	
07.02.00	Senior Engineer	HR	$178.47	0	$0.00	
07.03.00	Senior Scientist	HR	$109.26	32	$3,496.32	
07.04.00	Scientist	HR	$69.99	0	$0.00	
07.05.00	CADD/GIS Technician	HR	$97.57	6	$585.42	
07.06.00	Secretary/Clerical	HR	$68.90	4	$275.60	
07.07.00	Senior Engineering Technician	HR	$86.84	0	$0.00	
07.08.00	Engineering Technician	HR	$52.42	0	$0.00	
		Engineering and Technical Services Totals:		**46**	**$5,173.14**	
				Engineering Fee Percentage:	**92.3%**	
				TOTAL FEE:	**$5,603.14**	

Central Florida Expressway Authority

Audit Package

for

Geotechnical and Environmental Consultants, Inc.

Professional Engineering Consultant Services For
S.R. 408 Widening From Good Homes Road to Hiawassee Road

CFX Contract No.: 001065

Project No.: 408-217Central Florida Expressway Authority

February 12, 2015

Geotechnical and Environmental Consultants, Inc.

At the very foundation of our community

February 9, 2015

TLP Engineering Consultants, Inc.
11486 Corporate Boulevard, Suite 151
Orlando, Florida 32817

Attention: Ms. Yassi Myers, P.E.
President

Subject: Audit Package for Geotechnical Services
SR 408 WIDENING
GEC Proposal No.: P8199G

Dear Ms. Myers:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to present this Audit Package for the above-referenced project. The following information is included,

1. FDOT's Qualification Letter
2. Wage Rate Data and Billing Data
3. Payroll Register (2/5/15)
4. GEC'S 2015 Geotechnical and Environmental Fee Schedules

We trust this information is sufficient for your current needs and look forward to working with TLP on this project.

Very truly yours,
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

Gary L. Kuhns, P.E.
President

GLK/tdg

919 Lake Baldwin Lane, Orlando, FL 32814
P: 407/898-1818 F: 407/898-1837
www.g-e-c.com

OFFICES IN ORLANDO AND KISSIMMEE

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 16, 2014

Gary Kuhns, President
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.
919 Lake Baldwin Lane
Orlando, Florida 32804

Dear Mr. Kuhns:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.3 - Construction Materials Inspection

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense	Published Fee Schedule
Indirect Cost	295.68%	0.697%	Excluded	1.61% (Home)	Yes

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

WAGE RATE AND BILLING DATA
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.
Audit Package for Geotechnical Services
SR 408 WIDENING
GEC Proposal No. P8199G

Position/Employee	Anniversary Date	Hourly Wage	Average Rate	Maximum Multiplier	Hourly Billing Rate
Chief Engineer					
Gary Kuhns	Jan 1	67.31	67.31	3.03	203.95
Senior Engineer					
Daniel Stanfill	Jan 1	62.50			
Christopher Meyer	Jan 1	55.29	58.90	3.03	178.47
Project Engineer					
Craig Ballock	Oct 24	44.71	44.71	3.03	135.47
Engineering Intern					
Verna Williford	May 7	25.48			
Gopaul Baboolall	Oct 1	22.72	24.10	3.03	73.02
Geotechnical Technician					
Ryan Petersen	May 12	21.63	21.63	3.03	65.54
CADD/GIS Technician					
Scott Roy	Jul 20	32.20	32.20	3.03	97.57
Senior Scientist					
Richard McCormick	Nov 4	36.06	36.06	3.03	109.26
Scientist					
Judith-Ann Jarrette	Oct 22	23.10	23.10	3.03	69.99
Senior Engineering Technician					
Stephen Cook	Nov 9	32.31			
Timothy Robinson	Apr 4	25.00	28.66	3.03	86.84
Engineering Technician					
Dustin Hall	Dec 29	17.00			
Justin Bradley	July 1	17.60	17.30	3.03	52.42
Secretary/Clerical					
Terri-Ann Gomes	Jan 15	29.78			
Helen John	May 3	20.45			
Carolyn Wargo	Mar 26	18.00	22.74	3.03	68.90

This is to certify that the above payroll figures are accurate as of February 20, 2015

Gary L. Kuhns, P.E., President

Notary Public

Signed and sworn before me this 20th day of February, 2015

Geotechnical and Environmental Consultants, Inc.

2015 Geotechnical Fee Schedule
Central Florida

Field Services

Item	Unit	Cost	Item	Unit	Cost
Local Mobilization					
Truck Rig	each	$500.00	Soil Survey/Coring Crew (2 person)	hour	$150.00
Mud Bug	each	600.00	Soil Survey/Coring Crew (3 person)	hour	210.00
Track Rig	each	4,000.00	Ground Penetrating Radar Crew (2 person)	hour	250.00
Barge – minimum (site specific)	each	10,000.00	Drill Rig and Crew – Truck/Mudbug (2 person)	hour	220.00
Soil Survey/Coring/GPR Crew	each	250.00	Drill Rig and Crew – Truck/Mudbug (3 person)	hour	300.00
Support Boat	each	250.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Support Truck*	day	60.00	Field Permeability (0 – 10 ft.) – Truck	each	350.00
Support Water Truck*	day	200.00	Field Permeability (10 – 25 ft.) – Truck	each	400.00
Support Boat*	day	200.00	Double Ring Infiltrometer	each	600.00
Support Airboat*	day	400.00	Field Vane Shear Strength	each	400.00
Coring Machine*	day	150.00	Pavement Cores (no MOT)	each	100.00
GPS Unit*	day	75.00	Roadway Pavement Cores (day with MOT)	each	350.00
Maintenance of Traffic (MOT)			Roadway Pavement Cores (night with MOT)	each	400.00
Safety Signs*	day	50.00			
Barricades (set of 10)*	day	100.00	Surcharge for Night/Weekend Work		25%
Crash Truck*	day	2,500.00	Surcharge for Mudbug Rig		25%
Flashing Arrow Board*	day	150.00	Surcharge for Track/Barge Rig		50%
Police Officer and Vehicle	day	600.00	Surcharge for OSHA-Certified Drill Crew		10%

Equipment Only

Truck Rig Unit Rates**

Item	Unit	Cost					
		0 - 50	50 - 100	100 - 150	150 - 200	200 – 250	250-300
SPT Borings	foot	$15.00	$19.00	$25.00	$32.00	$42.00	$54.00
Rotary Wash Borings	foot	11.50	15.00	18.00	24.00	29.00	35.00
CPT Soundings	foot	14.00	14.00	15.00	15.00	17.00	19.00
Auger Borings	foot	11.50	---	---	---	---	---
HW Rock Coring	foot	38.00	42.00	46.00	52.00	58.00	65.00
Casing – 3 inch	foot	10.00	11.00	13.00	15.00	17.00	20.00
Casing – 4 inch	foot	11.00	13.00	15.00	17.00	23.00	30.00
Casing – 6 inch	foot	15.00	19.00	21.00	25.00	29.00	35.00
Additional Split Spoon Samples	each	40.00	55.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	160.00	200.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	5.00	6.00	8.00	10.00	12.00	14.00
Temporary Piezometer	foot	25.00	---	---	---	---	---

Multiply Truck Unit Rates by 1.25 for Mudbug and 1.5 for Track/Barge Unit Rates

Laboratory Services

Item	Unit	Cost	Item	Unit	Cost
Unit Weight	each	$50.00	Unconfined Compression – Soil	each	$225.00
Natural Moisture Content	each	15.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	60.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	40.00	Permeability	each	300.00
Hydrometer Analysis	each	120.00	Permeability with Backpressure Saturation	each	400.00
Organic Content	each	50.00	Corrosion Series	each	160.00
Atterberg Limits (Plastic & Liquid Limits)	each	95.00	Bitumen Extraction	each	100.00
Specific Gravity	each	75.00	Aggregate Gradation	each	60.00
merock Bearing Ratio	each	350.00	Direct Shear Strength	each	280.00
Consolidation with Rebound	each	600.00	Shrinkage Factor	each	70.00
UU Triaxial Shear Strength (Q)	each	500.00	Swell Potential	each	100.00
CU Triaxial Shear Strength (R)	each	550.00	Pocket Penetrometer	each	10.00
CD Triaxial Shear Strength (S)	each	650.00	Torvane Shear Strength	each	10.00

Geotechnical and Environmental Consultants, Inc.

2015 Environmental Fee Schedule
Central Florida

Drilling Equipment/Rates

Item	Unit	Cost	Item	Unit	Cost
Direct Push Rig Local Mobilization	each	$500.00	Well Completion (flush mount)	each	$250.00
Conventional Drill Rig Local Mobilization (truck)	each	500.00	Well Completion (aboveground)	each	350.00
Conventional Drill Rig Local Mobilization (mud bug)	each	600.00	Well Development	hour	80.00
Conventional Drill Rig Local Mobilization (track)	each	4,000.00	Standby Time (2 person)	hour	220.00
Direct Push Rig	day	1,500.00	Equipment Decontamination	hour	80.00
Temporary Piezometer - conventional rig	ft	25.00	Drum Management	hour	80.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	ft	35.00	Steam Cleaner	day	150.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	ft	45.00	Concrete Saw	day	75.00
Direct Push Well Materials	ft	25.00	Concrete Coring Machine	day	150.00
Expendable Sampling Equipment	day	50.00	Ground Penetrating Radar Survey Crew	hour	250.00
Expendable Point	day	15.00			

Air Sampling/Monitoring/Health and Safety

Item	Unit	Cost	Item	Unit	Cost
Organic Vapor Analyzer (OVA)	day	$160.00	Drager Hand Pump	day	$20.00
Multigas Monitor (LEL/CO_2/CO/H_2S)	day	80.00	Drager Tubes	each	60.00
Explosimeter	day	80.00	Tedlar Air Collection Bags	each	10.00
Landfill Gas Monitor (methane/O_2/CO_2)	day	125.00	Mercury Vapor Analyzer	day	175.00
Portable Gas Chromatograph	day	500.00	Air Velocity Meter	day	75.00
Personal Dust Aerosol Monitor	day	85.00			

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Item	Unit	Cost	Item	Unit	Cost
Hand Auger	day	$10.00	Datalogger w/ 2 Transducers	day	$175.00
Core Sampler	day	10.00	Extra Transducers	each	50.00
Dredge, Sediment Sampler	day	30.00	Multi-Parameter Water Quality	day	125.00
Decontamination Station (hand sampling)	day	20.00	Turbidity Meter	day	50.00
Support Truck*	day	60.00	Dissolved Oxygen Meter	day	50.00
Support Boat*	day	200.00	Photoionization Detector	day	125.00
Peristaltic Pump	day	50.00	Organic Vapor Analyzer	day	160.00
Submersible Pump w/Variable Speed Controller	day	200.00	pH meter w/ Calibration Kit	day	50.00
Bladder Pump W/controller	day	100.00	Poly Sample Tubing	foot	1.50
Centrifugal (trash) Pump	day	75.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
100 ft Water Level Meter	day	40.00	Flow-through Filtration	each	25.00
100 ft Oil/Water Interface Probe	day	100.00	Miscellaneous Supplies	day	50.00

Miscellaneous Field Equipment

Item	Unit	Cost	Item	Unit	Cost
Survey Equipment (Level and Rod)*	day	$50.00	Rubber Boot Covers	each	10.00
GPS (Trimble Geo XT or XH)	day	75.00	Tyvek Suit	each	15.00
Nitrile Gloves	box	25.00	Portable Compressor	day	150.00
***Equipment cost only**			Pressure Washer	day	100.00

Laboratory Services

Item	Unit	Cost	Item	Unit	Cost
RCRA 8 Metals	each	$125.00	RCRA 8 Metals (Soil)	each	$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
Gasoline/Kerosene Group (Water)	each	400.00	Gasoline/Kerosene Group (Soil)	each	350.00
Used Oil Group (Water)	each	815.00	Used Oil Group (Soil)	each	755.00

Beverly Munoz

ɔm: Terri Gomes <tagomes@g-e-c.com>
Sent: Friday, February 20, 2015 4:05 PM
To: Beverly Munoz
Cc: Gary Kuhns; Richard P. McCormick
Subject: SR 408 - Contamination Database Report
Attachments: EDR Fee Schedule_GEC.PDF

Hi Beverly,

Below is the calculation of the cost submitted for the Contamination Database Report.

Corridor Study @ $150 per mile + $50 per additional mile for 2 miles = $200.00
City Directory Searches @ $115 each x 2 needed = $230.00

Total cost of Contamination Database Report = $430.00

Please see EDR's Fee Schedule attached for rates listed above.

Sincerely,

Terri Gomes

ɹerri-Ann Gomes
Geotechnical and Environmental Consultants, Inc.
919 Lake Baldwin Lane, Orlando, Florida 32814
Direct: 321-352-8964 *Office: 407-898-1818 Ext. 8964*
Fax: 407-898-1837
e-mail: tagomes@g-e-c.com
www.g-e-c.com

GEC is a certified Small Business Enterprise (SBE) with FDOT *and our services can satisfy the FDOT SBE goals for projects advertised with Standard Note 7 –SBE Set-Aside, Standard Note 8 – DBE/SBE Underutilized Work Groups and Standard Note 9 – 9% DBE/3% SBE Aspirational Goals. FDOT considers SBE utilization when evaluating firms for inclusion on the longlist and shortlist. www.g-e-c.com*

EDR Fee Schedule
Geotechnical & Environmental Cons.

Prices effective February 2015

EDR Packages with Lightbox™ (*see table on page 3*)

Premium Package	**$ 520**
Standard Package	**$ 350**
Basic Package	**$ 250**

Scope Specific Addendums (with Package)

NEPACheck Report	$ 105
Industrial Addendum	$ 110
Multi Tenant Retail Report (no cov/cov)	$ 65 / $ 145

a la Carte Resources

Radius Map w/ GeoCheck	$ 170
Radius Map w/o GeoCheck	$ 145
EDR/First Search Report	$ 115
NEPACheck Report	$ 140
VEC Application (with Package)	$ 65
VEC Application	$ 170
Certified Sanborns (no cov/coverage)	$ 65 / $ 145
Certified Sanborns with Radius Map	$ 15 / $ 95
Additional Certified Sanborn Tiles	$ 65
Aerial Photo Decade Package	$155
Adjoining Sets of Aerial Photos	$155
City Directory Search (no cov/coverage)	$65 / $115
CD Additional Address (Abstract only)	$25
CD Additional Street (Image only)	$45
Historical Topographic Maps	$115
Adjoining Sets of Historical Topos	$115
EDR Building Permit Report	$65

Report Authoring & Project Management

PARCEL Phase I ESA	$ 150
PARCEL PCA	$ 150
PARCEL FastTrack	$ 100
PARCEL Canadian Phase I ESA	$ 150
PARCEL Phase I Update	$ 85
PARCEL ASTM Transaction Screen	$ 50 -100
PARCEL FDIC Checklist	$ 50
PARCEL Database Review	$ 50

Land Title Reports

Chain of Title (one owner/deed)	$ 350
COT Additional Owner/Deed	$ 350
COT Search with Premium Pack	$ 155
Env Lien & AUL Search Report	$ 250
Env Lien & AUL Additional Owner	$ 250
Env Lien & AUL Additional Deed	$ 50

440 Wheelers Farms Road, Milford, CT 06461
(800) 352-0050
www.edrnet.com

EDR Fee Schedule

Industrial Reports

AuditCheck Facility Report	$ 255
AuditCheck Facility Corporate Report	$ 395
AuditCheck Destination Report	$ 495
AuditCheck Risk Sharing Report	$ 495
Site Report	$ 105
NJ McRaes Industrial Directory Report	$ 205
Offsite Receptor Report	$ 395

Rush Charges

Super Rush - Per Product (1-2 days)	$ 150
Rush - Per Product (2-3 days)	$ 75

Custom Services

Area Study	$150 first Mile/ $50 each additional mile
Corridor Study	$150 first Mile/ $50 each additional mile
GIS Format	1/2 the price of the area/corridor study
Water Wells	1/2 the price of the area/corridor study
CD Custom	$115 for 2 streets/ $45 per additional street
Historical Topos Custom Research	$115 per set

State-Specific Reports

NJ ISRA Package	$ 800
GeoCheck Well Report	$ 245
TX Oil/Gas Report 1/4 Mile	$ 100
TX Oil/Gas Report 1/2 Mile	$ 150
TX Oil/Gas Report 1 Mile	$ 295
TX Oil/Gas Report > 1 Mile	custom
TX Water Well Report 1/4 Mile	$ 100
TX Water Well Report 1/2 Mile	$ 150
TX Water Well Report 1 Mile	$ 295
TX Water Well Report > 1 Mile	custom

440 Wheelers Farms Road, Milford, CT 06461
(800) 352-0050
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EDR Packages

		Radius Map	Basic	Standard	Premium
Data Collection & Analysis					
Lightbox	*NEW!*	✓	✓	✓	✓
Mobile App	*NEW!*	✓	✓	✓	✓
DigitalGlobe w/Re-use in Lightbox	*NEW!*		✓	✓	✓
VEC App				✓ *NEW!*	✓
Reports & Data					
Radius Map Report		✓	✓	✓	✓
Recovered Govt. Archives (Exclusive)	*NEW!*	✓	✓	✓	✓
Single File for Historical Reports	*NEW!*		✓	✓	✓
Certified Sanborn Maps			✓	✓	✓
Historical Aerials			✓ Select One	✓	✓
Historical City Directories				✓	✓
Historical Topos				✓	✓
Property Tax Map Report					✓
Building Permit Report (PDF)					✓
EDR Lien & AUL Report					✓
Free Historical Report Reworks					✓
1-3 Day TAT (except Lien Search)	*NEW!*				✓

SR 408 Widening from Good Homes Road to Hiawassee Road

Project No. 408-127
Contract No. 001065

Subconsultant Fee Proposal

Geodata Consultants, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Geodata Consultants, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

404 SURVEYS AND MAPPING — **Geodata Consultants, Inc**

Task No.	Task	Units	No of Units	4 Person - Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
1	Horizontal PNC									
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
2	Vertical PNC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	Establish vertical control for the project. Benchmarks will be set at 1000 foot intervals. Length of benchrun is based on a closed level loop.
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile	4.00	1.50	6.00		0.00	5.00	30.00	
3	Alignment and/or Existing R/W Lines									
		Mile			0.00		0.00		0.00	
4	Aerial Targets									
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
5	Reference Points									
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Each			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
6	Topography (2D)									
		Mile			0.00		0.00		0.00	
7	Digital Terrain Model (DTM)									
		Mile			0.00		0.00		0.00	
8	Roadway Cross-Sections/Profiles									
		Mile			0.00		0.00		0.00	
9	Side Street Surveys									
10	Underground Utilities									
	Designates	Mile			0.00		0.00		0.00	
	Locates	point			0.00		0.00		0.00	
	Survey	LS		0.00	0.00		0.00		0.00	
11	Outfall Survey									
		Mile			0.00		0.00		0.00	
12	Drainage Survey									
		EA			0.00		0.00		0.00	
13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
14	Channel Survey									
		EA			0.00		0.00		0.00	
15	Pond Site Survey									Perform DTM survey of Pond B containing approximately 2.7 acres. Survey includes the location of structures within the pond.
		Mile	1.00	3.00	3.00		0.00	5.00	15.00	
16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
18	Geotechnical Support									
		EA			0.00		0.00		0.00	
19	Sectional / Grant Survey									
		Mile			0.00		0.00		0.00	
20	Subdivision Location									
		Block			0.00		0.00		0.00	
21	Maintained R/W									
		Mile			0.00		0.00		0.00	
22	Boundary Survey									
		EA			0.00		0.00		0.00	
23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
24	R/W Staking									
	Parcel / R/W Line	EA/Mile			0.00		0.00		0.00	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Number: 408-127

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Geodata Consultants, Inc.
CFX Contract No.: 001065

404 SURVEYS AND MAPPING

Geodata Consultants, Inc

Task No.	Task	Units	No of Units	4 Person Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
1	Horizontal PNC									
25	R/W Monumentation									
		Point			0.00		0.00		0.00	
26	Line Cutting									
		Mile			0.00					
27	Work Zone Safety									
		LS	9.00	0.13	1.13					
28	Miscellaneous Surveys									
		LA			0.00		0.00		0.00	
Survey Subtotal				**Crew Days**	**10.13**	**Field Support Hours**	**0.00**	**Office Support Hours**	**45.00**	
29	Supplemental Surveys									
		LA	10.13	10%	1.01		0.00		4.50	
30	Document Research									
		LA							0.00	
31	Field Reviews									
		LS	1.00						8.00	
32	Meetings									
		LS							0.00	
33	Quality Assurance / Quality Control									
		LS						5%	2.25	
34	Supervision									
		LS						5%	2.65	
35	Coordination									
		LS						3%	1.00	
		Survey Total		**Crew Days**	**11**	**Field Support Hours**	**0**	**Office Support Hours**	**53**	

Extension:							
	3-man:	4-man:	Sr. S&M	Surveyor & Mapper	Sr SurvTech	Clerical	Subtotal:
	0	11	8	27	25	3	
Rate	$0.00	$1,384.64	$134.33	$128.54	$85.77	$60.54	
	$0.00	$15,231.04	$1,074.64	$3,470.58	$2,144.25	$181.62	$22,102.13

Central Florida Expressway Authority

Audit Package

for

Geodata Consultants, Inc.

Professional Engineering Consultant Services For
S.R. 408 Widening From Good Homes Road to Hiawassee Road

CFX Contract No.: 001065

Project No.: 408-217Central Florida Expressway Authority

February 12, 2015

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 9, 2014

H. Paul DeVivero, PSM, President
GEODATA CONSULTANTS, INC.
1349 South International Parkway, Suite 2401
Lake Mary, Florida 32746

Dear Mr. DeVivero:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 8 - Survey and Mapping

8.1 - Control Surveying
8.2 - Design, Right of Way & Construction Surveying
8.4 - Right of Way Mapping

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	159.60%	0.804%	Reimbursed	0.78% (Home)

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

GEODATA CONSULTANTS, INC. SURVEYING & MAPPING

1349 S. International Parkway • Suite 2401 (407) 732-6965
Lake Mary, Florida 32746 Fax: (407) 878-0841

Geodata Consultants, Inc.

SR 408 Widening Good Homes Road to Hiawassee Road

Project No. 408-127

Employee Class	Employee Name	Current Pay Rate
Senior Surveyor & Mapper	H. Paul deVivero	$46.20
Surveyor & Mapper	Jeffrey Schwartz	$44.21
Sr. Survey Technician	Randy J. Holland	$33.00
Sr. Survey Technician	David Winters	$26.00
Mapping Cadd Technician	Patrick McAnally	$22.00
Secretary/Clerical	Teri A. Beck	$41.63
Survey Party Chief	Jason Washuta	$25.00
Survey Party Chief	David Volpe	$23.40
Survey Party Chief	Timothy Englert	$22.00
Survey Party Chief	Richard Jerkins	$20.00
Survey Party Chief	Steven Brooks	$16.50
Survey Instrument Person	Steven Wyland	$14.00
Survey Instrument Person	Douglas Kumm	$14.00
Survey Instrument Person	Guy Adkins	$14.00
Survey Instrument Person	Jon Englert	$14.00
Survey Rod Person	Michael Mayfield	$11.75
Survey Rod Person	Joshua Fowler	$9.50
Survey Rod Person	Jeff Mealey	$9.50
Survey Rod Person	Bryan Mitterwald	$10.50
Survey Rod Person	Jason Mitterwald	$9.50

I certify that the wage rates listed for employees in the Automated Fee Proposal spreadsheet are current as of the date of Project "Final Selection." I have attached a copy of the current payroll register that supports these rates.

Teri A. Beck - Vice President

February 9, 2015
Date

[redacted]

Geodata Consultants, Inc.
SR 408 Widening Good Home Road to Hiawassee Road
Project 408-127

HOURLY RATE SCHEDULE					
Classification	Average Wage Rate	Overhead	Subtotal	Operating Margin	Loaded Hourly Rate*
Senior Surveyor & Mapper	$46.20	$73.74	$119.94	$14.39	$134.33
Surveyor & Mapper	$44.21	$70.56	$114.77	$13.77	$128.54
Senior Survey Technician	$29.50	$47.08	$76.58	$9.19	$85.77
Mapping Cadd Technician	$22.00	$35.11	$57.11	$6.85	$63.96
Secretarial/Clerical	$20.82	$33.23	$54.05	$6.49	$60.54
Party Chief	$21.38	$34.12	$55.50	$6.66	$62.16
Instrumentman	$14.00	$22.34	$36.34	$4.36	$40.70
Rod Person	$10.15	$16.20	$26.35	$3.16	$29.51
2 Man Survey Crew	$35.38	$56.47	$91.85	$11.02	$102.87
3 Man Survey Crew	$45.53	$72.67	$118.20	$14.18	$132.38
4 Man Survey Crew	$59.53	$95.01	$154.54	$18.54	$173.08
5 Man Survey Crew	$69.68	$111.21	$180.89	$21.71	$202.60

*Loaded Rate Markups	
Overhead Rate	159.60%
Operating Margin	12.00%

DAILY RATE SCHEDULE			
Survey Daily Crew Rates	Loaded Hourly Rate	Hrs Per Day	Daily Rate
2 Man Survey Crew	$102.87	8.0	$822.96
3 Man Survey Crew	$132.38	8.0	$1,059.04
4 Man Survey Crew	$173.08	8.0	$1,384.64
5 Man Survey Crew	$202.60	8.0	$1,620.80

Geodata Consultants, Inc.
SR 408 Widening Good Homes Road to Hiawassee Road
Project No. 408-127
Basis of Rate Calculations

Sr. Surveyor & Mapper			
H. Paul deVivero, P.S.M.	Rate:	$46.20	/hour
Surveyor & Mapper			
Jeffrey Schwartz, P.S.M.	Rate:	$44.21	/hour
Survey Technician			
Randy Holland, P.S.M.	Rate:	$33.00	/hour
David Winters	Rate:	$26.00	/hour
		$29.50	
Cadd/Computer Technician			
Patrick McAnally	Rate:	$22.00	/hour
Secretary/Clerical			
Teri A. Beck	Rate:	$41.63	/hour
50% of hourly rate		$20.82	/hour
Party Chief			
Jason Washuta	Rate:	$25.00	/hour
David Volpe	Rate:	$23.40	/hour
Timothy Englert	Rate:	$22.00	/hour
Richard Jerkins	Rate:	$20.00	/hour
Steven Brooks	Rate:	$16.50	/hour
		$21.38	/hour
Instrument Person			
Steven Wyland	Rate:	$14.00	/hour
Douglas Kumm	Rate:	$14.00	/hour
Guy Adkins	Rate:	$14.00	/hour
Jon Englert	Rate:	$14.00	/hour
		$14.00	/hour
Rod Person			
Michael Mayfield	Rate:	$11.75	/hour
Joshua Fowler	Rate:	$9.50	/hour
Jeff Mealey	Rate:	$9.50	/hour
Bryan Mitterwald	Rate:	$10.50	/hour
Jason Mitterwald	Rate:	$9.50	/hour
		$10.15	

Geodata Consultants, Inc.
SR 408 Widening Good Homes Road to Hiawassee Road
Project No. 408-127
Basis of Rate Calculations

Survey Crew Rates

2 Man Survey Crew

Crew Chief	$21.38
Instrument Person	$14.00
	$35.38

3 Man Survey Crew

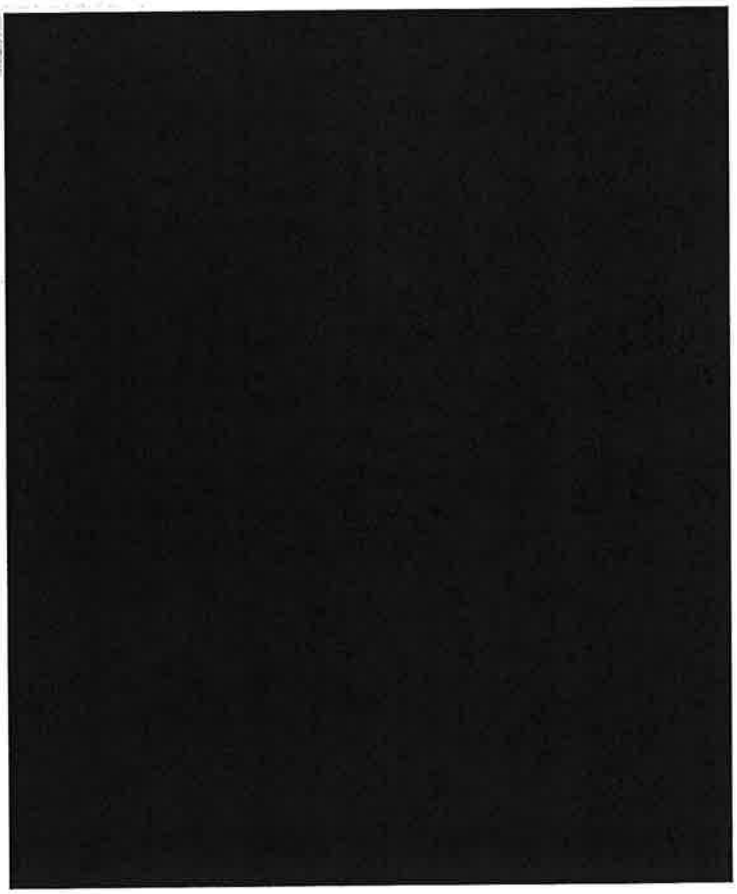
Crew Chief	$21.38
Instrument Person	$14.00
Rod Person	$10.15
	$45.53

4 Man Survey Crew

Crew Chief	$21.38
Instrument Person	$14.00
Instrument Person	$14.00
Rod Person	$10.15
	$59.53

5 Man Survey Crew

Crew Chief	$21.38
Instrument Person	$14.00
Instrument Person	$14.00
Rod Person	$10.15
Rod Person	$10.15
	$69.68



SR 408 Widening from Good Homes Road to Hiawassee Road

Project No. 408-127
Contract No. 001065

Subconsultant Fee Proposal

Southeastern Surveying & Mapping Corporation, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Number: 408-127

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

Southeastern Surveying and Mapping Corporation

CFX Contract No.: 001065

404 SURVEYS AND MAPPING

Task No.	Task	Units	No of Units	4 Person Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
1	Horizontal PNC									
	2-Lane Roadway	Mile			0.00		0.00		0.00	Establish primary horizontal control points within the corridor tied to NGS survey control stations. Static GPS methodology will used for this task.
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile	1.70	1.50	2.55		0.00	4.00	10.20	
2	Vertical PNC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	To be performed by Geodata Consultants, Inc.
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
3	Alignment and/or Existing R/W Lines									Recover and / or establish the Survey Centerline of SR 408 throughot the corridor. Establish the Centerline alignment of Hiawassee Road. Good Homes Road and Dorscher Road alignments will not be established for this project. Alignment control points will be set at begin / end project, PC's, PI's and PT's and a maximum 1400' interval on tangents. A toral of 12 control
		Mile	2.00	2.00	4.00		0.00	4.00	16.00	
4	Aerial Targets									
	2-Lane Roadway	Mile			0.00		0.00		0.00	N/A
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
5	Reference Points									
	2-Lane Roadway	Mile			0.00		0.00		0.00	Inline references will be set for the anticipated 12 baseline control points. References will be placed outside of the construction limits.
	Multi-lane Roadway	Each	12.00	0.13	1.50		0.00	5.00	7.50	
	Interstate	Mile			0.00		0.00		0.00	
6	Topography (2D)									To be colected with DTM data
		Mile			0.00		0.00		0.00	
7	Digital Terrain Model (DTM)									DTM Survey will be performed in those areas where widening and / or resurfacing will take place. Cross sections will be obtained at 20' intervals along the inside travel lane and outside travel lane where widening will occur.
		Mile	2.00	5.00	10.00		0.00	5.00	50.00	
8	Roadway Cross-Sections/Profiles									Included in DTM Survey
		Mile			0.00		0.00		0.00	
9	Side Street Surveys									DTM Survey for Hiawassee Road from 100 feet north of SR 408 to 100 feet south of SR 408 and is included in task 7 above
10	Underground Utilities									
	Designates	Mile	2.20	1.75	3.85	1.00	3.85		0.00	Designate utilities within the SR 408 design corridor and along Hiawassee Road in the DTM survey area. Soft excavation will be performed as necessary to facilitate signal pole design. Thirty (30) Test Holes are anticipated.
	Locates	point	30	0.25	7.50	2.00	15.00	2.00	15.00	
	Survey	LS	30%	11.35	3.41		0.00	3.00	10.22	
11	Outfall Survey									N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Southeastern Surveying and Mapping Corporation

Project Number: 408-127

CFX Contract No.: 001065

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

404 SURVEYS AND MAPPING

Task No.	Task	Units	No of Units	4 Person Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
1	Horizontal PNC									N/A
		Mile			0.00		0.00		0.00	
12	Drainage Survey									Perfform drainage survey to include pipe size and material, location, top and flowline details.
		EA	40.00	16.00	2.50		0.00	3.00	7.50	
13	Bridge Survey									Bridge survey will be perfomed for the westbound bridge over Lake Sherwood to include deck, bent, pier pier cap and approach elevations sufficient to facilitate the widening design.
	Minor / Major	EA	1.00	1.00	1.00		0.00	5.00	5.00	
14	Channel Survey									N/A
		EA			0.00		0.00		0.00	
15	Pond Site Survey									To be completed by Geodata Consultants, Inc.
		Mile			0.00		0.00		0.00	
16	Mitigation Survey									N/A
		Mile			0.00		0.00		0.00	
17	Jurisdiction Line Survey									Locate jursdictional lines along Lake Sherwood as flagged by Environmental Consultant.
		Mile	0.30	2.00	0.60		0.00	3.00	1.80	
18	Geotechnical Support									Locate or prestake borin locations for structures and stormwater ponds.
		EA	30.00	15.00	2.00		0.00	3.00	6.00	
19	Sectional / Grant Survey									N/A
		Mile			0.00		0.00		0.00	
20	Subdivision Location									N/A
		Block			0.00		0.00		0.00	
21	Maintained R/W									N/A
		Mile			0.00		0.00		0.00	
22	Boundary Survey									N/A
		EA			0.00		0.00		0.00	
23	Water Boundary Survey									N/A
		EA			0.00		0.00		0.00	
24	R/W Staking									Alignment, referencesand bench marks will be flagged prior to construction
	Parcel / R/W Line	EA/Mile	2.00	1.00	2.00		0.00		0.00	
25	R/W Monumentation									N/A
		Point			0.00		0.00		0.00	
26	Line Cutting									N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Project Number: 408-127
DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road
Orange County

Southeastern Surveying and Mapping Corporation
CFX Contract No.: 001065

404 SURVEYS AND MAPPING

Task No.	Task	Units	No of Units	4 Person Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
1	Horizontal PNC									
		Mile			0.00					N/A
27	Work Zone Safety									
		LS	40.91	0.13	5.11					Based on 1 hour per day for set up and take down of safety zone
28	Miscellaneous Surveys									
		LA			0.00		0.00		0.00	N/A
Survey Subtotal				**Crew Days**	**46.02**	**Field Support Hours**	**18.85**	**Office Support Hours**	**129.22**	
29	Supplemental Surveys									
		LA	46.02	3%	1.38		0.57		3.88	To be used for unanticipated tasks as directed by the design team or the Authority
30	Document Research									
		LA	8.00						8.00	Existing mapping, records, control points, etrc
31	Field Reviews									
		LS	8.00						8.00	Includes one field review
32	Meetings									
		LS	10.00						10.00	Includes 1 review meeting with the Authority's PM for alignment review and 5 team meetings
33	Quality Assurance / Quality Control									
		LS						5%	6.46	
34	Supervision									
		LS						5%	8.70	
35	Coordination									
		LS						3%	4.00	
		Survey Total	**Crew Days**		**47**	**Field Support Hours**	**19**	**Office Support Hours**	**178**	

Extension:							
	3-man:	4-man:		Surveyor & Mapper	Sr Technician		Subtotal:
	0	47		98	99		
Rate	$1,359.84	$1,730.16		$118.28	$82.94	$0.00	
	$0.00	$81,317.52	$0.00	$11,591.44	$8,211.06	$0.00	$101,120.02

Central Florida Expressway Authority

Audit Package

for

Southeastern Surveying and Mapping Corporation, Inc.

Professional Engineering Consultant Services For
S.R. 408 Widening From Good Homes Road to Hiawassee Road

CFX Contract No.: 001065

Project No.: 408-217Central Florida Expressway Authority

February 12, 2015

Steven L. Anderson, Jr., PSM, PLS
Charles M. Arnett, PSM
Russell G. Daly, PSM, PLS
Michael L. Dougherty, PSM
Bruce C. Ducker, PSM
James M. Dunn, II, PSM
Mark J. Efird, PSM
Thomas F. Ferguson, PSM
Tate B. Flowers, PLS
Robert W. Gardner, PSM
Brian R. Garvey, PE
Daniel J. Henry, PSM, PLS
Mathew G. Jennings, RLS
Gary B. Krick, PSM
Brad J. Lashley, PSM, PLS
Myron F. Lucas, PSM
James E. Mazurak, PSM

Southeastern Surveying®

Southeastern Surveying and Mapping Corporation
Serving the Southeast Since 1972
www.southeasternsurveying.com
info@southeasternsurveying.com

Thomas K. Mead, PSM, PLS
Timothy O. Mosby, PSM
James L. Petersen, PSM
William C. Rowe, PSM
Tony G. Syfrett, PSM, PLS
John S. Thomas, PSM
Edward W. Wackerman, PLS (FL)
Brad Stroppel, EI, GISP
Kirk R. Hall, EI, GISP
Catherine E. Galgano, GISP
Cheryl A. Isenberg, GISP
Patrick J. Phillips, GISP
Donna L. Canney, CST IV
Frank B. Henry, CST IV
David M. Rentfrow, CST IV
Steve D. Smith, CST IV
Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

PRE-AWARD AUDIT PACKAGE FOR:

TLP Engineering Consultants, Inc.
11486 Corporate Boulevard
Suite 151
Orlando, FL 32817

FOR PROJECT:

SR 408 Widening Project

FROM

SOUTHEASTERN SURVEYING AND MAPPING CORP. (FEIN: 59-1621976)
6500 All American Blvd.
Orlando, FL 32810

CONTACT: James L. Petersen, P.S.M.
(407) 292-8580 X 22151

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FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

August 5, 2014

Debra Leise, HR Manager
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810

Dear Ms. Leise:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.3 - Photogrammetric Mapping
- 8.4 - Right of Way Mapping

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until July 30, 2015 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense	Published Fee Schedule
Indirect Cost	141.44%	0.328%	Reimbursed	11.80% (Home)	Yes

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Southeastern Surveying and Mapping Corp.
SR 408 Widening Project

I, James L. Petersen, Sr. Vice President of Southeastern Surveying and Mapping Corporation do hereby certify to the following:

A:Audit Package: I certify that the costs contained in the proposal for the referenced project were proposed in a manner generally in agreement with the requirements of Southeastern Surveying & Mapping Corporation's accounting system. In addition, I certify that any direct costs proposed are NOT included as overhead in this firm's accounting system.

B:Pay Increases are given on merit/inflation and are reviewed on the employees anniversary date to adjust for inflation at a rate of 3%.

C:Wage Rate Certification: I certify that the wage rates listed for employees in the Automated Fee Proposal spreadsheet are current as of this date. I have attached a copy of the current payroll register that supports these rates.

D:I certify that the proposed billing rates are the normal rates charged to both public and private clients of Southeastern Surveying & Mapping Corp.

James L. Petersen, P.S.M.
Sr. Vice President

Southeastern Surveying

SOUTHEASTERN SURVEYING AND MAPPING CORP.

SR 408 Widening Project - Raw Wage Rate Data

SOUTHEASTERN'S TITLE Employee	ANNIVERSARY DATE	2015 HRLY RATE	
SURVEYOR & MAPPER			
James Dunn, II, P.S.M.	04/17/00	41.37	
Michael Dougherty, P.S.M.	09/04/12	35.68	
James L. Petersen, P.S.M.	03/09/81	65.47	
Timothy O. Mosby, P.S.M.	08/16/04	38.40	
William Rowe, P.S.M.	03/09/98	37.80	$43.74
PROJECT MANAGER/SUE			
Darryll DeMarsh	04/19/99	65.29	
Scott Sowards	04/12/04	34.11	
Christopher Taylor	10/21/02	33.45	$44.28
UTILITY COORDINATOR			
Dawn Knight	06/22/04	31.08	
Pam Young	02/04/13	26.23	$28.66
SR. TECHNICIAN			
Myron Lucas	03/12/97	31.25	
James Mazurak	09/29/08	31.83	
Stephen K. Ray	04/03/00	26.00	
David Rentfrow	08/13/96	35.38	
Celeste van Gelder	02/23/98	28.88	$30.67
CADD TECHNICIAN			
Donna Canney	05/15/00	25.28	
Brad Nelson	11/29/11	23.10	
Steven D. Smith	01/05/09	27.30	
Michael Stewart	05/26/87	23.79	$24.87
CREW CHIEF			
John Drury	02/19/99	25.46	
Ronald Hutson	05/23/12	24.40	
Kevin Robinson	02/12/07	26.22	
Kevin Ruehl	02/26/07	25.00	
Mike Sisler	02/06/07	26.00	
Ray Tondorf	04/25/05	25.13	$25.37
INSTRUMENT PERSON			
Frank Henry	09/03/96	19.10	
Robert Hicks	06/12/03	21.00	
Scott Morris	03/09/07	21.00	
Jose Soto	09/11/06	21.00	
Andrew Strickland	05/29/12	21.00	
Juan Torres	04/22/97	19.14	$20.37

SOUTHEASTERN'S TITLE Employee	ANNIVERSARY DATE	2015 HRLY RATE	

SOUTHEASTERN SURVEYING AND MAPPING CORP.

SR 408 Widening Project

Raw Wage Rate Data

ROD PERSON			
Jaret Auld	01/16/13	17.00	
Chris Bryan	01/16/13	16.22	
Lee Connell	09/13/11	17.50	
David Gale	05/23/12	17.00	
Shane Hendershot	09/14/11	17.50	
Corri Maloy	08/26/13	17.51	$17.12
SUE/UTILITY LOCATOR			
Pervin Adkins	10/30/07	21.00	
Jon Arnett	01/12/07	22.66	
Raymond Hicks	04/09/10	25.90	
James Murphy	05/11/07	20.00	
Christopher Schultz	05/0611	27.43	$23.40
SUE/UTILITY TECHNICIAN			
Grozio Blevins	10/17/11	20.00	
Kevin Calhoun	10/06/11	17.00	
Monacarlos Ingram	04/05/12	15.00	
Jeffery Jones	09/18/11	17.00	
Eric Mulroney	08/27/13	16.00	$17.00

I hereby certify that the above current salary rates are the actual rates being paid to the indicated employees as of February 6, 2015. I have attached a copy of the current payroll register which supports these rates.

James L. Petersen, P.S.M.
Sr. Vice President

Southeastern Surveying

SR 408 Widening Project
Southeastern Surveying And Mapping Corporation
Proposed Wage Rate Date

Office Classification	Raw Wage Rate	141.44%	Subtotal (salary + OH)	12%	Loaded Hourly Rate	
Surveyor & Mapper PSM	$43.74	$61.87	$105.61	$12.67	$118.28	
Project Manager/SUE	$44.28	$62.63	$106.91	$12.83	$119.74	
Utility Coordinator	$28.66	$40.54	$69.20	$8.30	$77.50	
Sr. Technician	$30.67	$43.38	$74.05	$8.89	$82.94	
CADD Technician	$24.87	$35.18	$60.05	$7.21	$67.26	
Field Classification	**Raw Wage Rate**	**141.44%**	**Subtotal (salary + OH**	**12%**	**Loaded Hourly Rate**	**Loaded Daily Rate**
2-Man Survey Crew Rate	$45.74	$64.70	$110.44	$13.25	$123.68	$989.44
3-Man Survey Crew Rate	$62.86	$88.91	$151.77	$18.21	$169.98	$1,359.84
4-Man Survey Crew Rate	$79.98	$113.12	$193.10	$23.17	$216.27	$1,730.16
2-Man SUE Rate	$40.40	$57.14	$97.54	$11.71	$109.24	$873.92
3-Man SUE Rate	$57.40	$81.19	$138.60	$16.63	$155.22	$1,241.76

In the most recent reporting period , which consisted of the February 6th payroll period of 2015, Southeastern Surveying and Mapping Corporation had the following multipliers, which are submitted for your review as consideration to be used on this Contract. (See attached Overhead Analysis Statement).

General Overhead Rate	84.11%
Fringe Benefit Rate	57.33%
Fringe + General Overhead Rate	141.44%
Salary + Fringe + General Overhead Rate	241.44%
Profit Margin(12% of 241.44%)	28.97%
Total Overhead Rate	2.7041%

This is to certify that the above salary information is accurate as of February 6, 2015.

James L. Petersen, P.S.M., Sr. Vice President
Name of Company Officer, Title

2/23/15
Date

Southeastern Surveying

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2/11/15

SOUTHEASTERN SURVEYING AND MAPPING CORP.
BASIS OF RATES
SR 408 Widening Project

POSITION & TITLE	2015 Hourly Rates
Surveyor & Mapper (PSM)	43.74 Average [redacted]
Project Manager/SUE	44.28 Average [redacted]
Utility Coordinator	28.66 Average [redacted]
Sr. Technician	30.67 Average [redacted]
CADD Technician	24.87 Average [redacted]

SOUTHEASTERN SURVEYING AND MAPPING CORP.
BASIS OF CREW RATES
SR 408 Widening Project, Cont.'d

BASIS FOR 2 PERSON SURVEY CREW RATE		2015 Rates
Crew Chief (Average)	25.37	Average
Instrument Person (Average)	20.37	Average
	45.74	

[redacted]

BASIS FOR 3 PERSON SURVEY CREW RATE		
Crew Chief (Average)	25.37	Average
Instrument Person (Average)	20.37	Average
Rod/Flag Persons (Average)	17.12	Average
	62.86	

[redacted]

BASIS FOR 4 PERSON SURVEY CREW RATE		
Crew Chief (Average)	25.37	Average
Instrument Person (Average)	20.37	Average
Rod/Flag Persons (Average)	34.24	Average
	79.98	

[redacted]

BASIS FOR 2 PERSON UTILITY CREW RATE		
Utility Locator/SUE (Average)	23.40	Average
Utility Technician (Average)	17.00	Average
	40.40	

[redacted]

BASIS FOR 3 PERSON UTILITY CREW RATE		
Utility Locator/SUE (Average)	23.40	Average
Utility Technician (Average)	34.00	Average
	57.40	

[redacted]

SR 408 Widening from Good Homes Road to Hiawassee Road

Project No. 408-127
Contract No. 001065

Subconsultant Fee Proposal

Traffic Engineering Data Solutions, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Number: 408-127

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Traffic Engineering Data Solutions, Inc.

CFX Contract No.: 001065

SUMMARY FEE SHEET

CONTRACT SECTION	ACTIVITY MANHOURS	Chief Engineer	Senior Engineer	Engineer	Senior Designer	Engineering Intern			Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	$0.00	
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	$0.00	
404	Surveys and Mapping	0	0	0	0	0	0	0	0	$0.00	
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	$0.00	
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	$0.00	
407	Pavement Design	0	0	0	0	0	0	0	0	$0.00	
408	Borrow Pits	0	0	0	0	0	0	0	0	$0.00	
410	Environmental Permits	0	0	0	0	0	0	0	0	$0.00	
411	Utilities	0	0	0	0	0	0	0	0	$0.00	
412	Roadway Design	0	0	0	0	0	0	0	0	$0.00	
413	Structures Design	0	0	0	0	0	0	0	0	$0.00	
414	Drainage Design	0	0	0	0	0	0	0	0	$0.00	
415	Roadway Lighting	32	48	0	240	0	0	0	320	$12,835.04	$40.11
416	Traffic Engineering	0	0	0	0	0	0	0	0	$0.00	
417	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	$0.00	
418	Signalization Plans	22	32	0	161	0	0	0	215	$8,628.84	$40.13
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	$0.00	
420	Cost Estimates	0	0	0	0	0	0	0	0	$0.00	
421	Speical Provisions and Specifications	0	0	0	0	0	0	0	0	$0.00	
422	Fiber Optic Network (FON)	26	13	183	0	39	0	0	261	$9,512.32	$36.45
423	Toll Plazas	0	0	0	0	0	0	0	0	$0.00	
424	Post Design Services	0	0	0	0	0	0	0	0	$0.00	
700	Administration	0	0	0	0	0	0	0	0	$0.00	
	TOTAL MANHOURS	**80**	**93**	**183**	**401**	**39**	**0**	**0**	**796**	**$30,976.20**	**$38.91**
	WAGE RATES	**$55.00**	**$53.33**	**$35.58**	**$35.48**	**$22.51**	**$0.00**	**$0.00**	N/A	N/A	
	TOTAL DIRECT COSTS	**$4,400.00**	**$4,959.69**	**$6,511.14**	**$14,227.48**	**$877.89**	**$0.00**	**$0.00**	N/A	**$30,976.20**	
		10.1%	**11.7%**	**23.0%**	**50.4%**	**4.9%**	**0.0%**	**0.0%**	**100.0%**		

Salary Related Costs		
Total Activity Salary Costs		$30,976.20
Overhead Activities	99.21%	$30,731.49
Subtotal Salary Related Costs (Limiting Amount)		**$61,707.69**
Operating Margin (Lump Sum)	12.00%	**$7,404.92**
Expenses		
Direct Reimbursables (Out-of-Pocket)		$428.81
Permit Fees		$0.00
Subtotal Expenses (Lump Sum)		**$428.81**
GRAND TOTAL (Maximum Limiting Amount)		**$69,541.42**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Traffic Engineering Data Solutions, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

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	1	24	N/A	24		Finalize analysis demonstrating existing lighting will be sufficient for 6-lanes without upgrading
2. Voltage Drop Calculations	LS	1	8	N/A	8		Lighting existing & will only be replaced in-kind for widening area (no voltage drop calculations). However, underdeck lighting will be upgraded at Hiawassee Road and Dorscher Road.
3. Reference & Master Design Files	LS	1	55	N/A	55		30 hours for set-up + (0.50 miles)(90) = hours (replace lighting on bridge and provide upgraded underdeck lighitng. Existing lighting to remain "as-is" based on analysis that existing lighting is sufficient for 6 lanes and widening scheme does not impact any additional lighting. NOTE: 0.50 mile dimension used consistent with FON as they are located similarly.
4. Temporary Lighting Analysis	LS	1	40	N/A	40		Provide temporary lighting plan for bridge over Lake Sherwood (existing lights impacted by widening)
5. Design Documentation	LS	1	16	N/A	16		
6. Key Sheet	Sheet	1	6	1	6		
7. Summary of Pay Items	Sheet	1	9	1	9		To be provided to Prime in excel (includes cost estimates at 90% and pre-bid)
8. Tabulation of Quantities	Sheet	1	12	1	12		One tab sheet
9. General Notes/Pay Item Notes	Sheet	1	4	1	4		Modify existing general note sheet provided by CFX.
10. Pole Data	Sheet	1	20	1	20		To be provided for new poles on bridge and underdeck lighting
11. Service Point Details	Sheet	0	0	0	0		N/A ... will use existing service points
12. Project Layout	Sheet	0	0	0	0		N/A ... layout not required
13. Plan Sheet	Sheet	5	4	5	20		Up to three sheets for replacements across bridge and one sheet each for underdeck lighting
14. Special Details	Sheet	0	0	0	0		None expected
15. Temporary Lighting Data & Detail	Sheet	3	16	3	48		Temporary lighting across Lake Sherwood
SUBTOTAL				**13**	**262**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Traffic Engineering Data Solutions, Inc.

Project Number: 408-127

CFX Contract No.: 001065

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

16. Quality Control	5%	1	N/A	N/A	13		
17. Supervision	5%	1	N/A	N/A	13		
18. Field Review	EA	2	16	N/A	32		2 field reviews / 2 people / 8 hrs each
19. Coordination with Utility Company	LS	0	0	N/A	0		N/A ... will use existing service points and load centers
TOTAL				**13**	**320**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Traffic Engineering Data Solutions, Inc.

Project Number: 408-127

CFX Contract No.: 001065

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Fiber Optic Network (FON)
Section 422

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. ITS Analysis	LS	1	16	N/A	16		Accumulate and review existing documents
2. Communications Plan Analysis	LS	1	24	N/A	24		Low range ... relocating existing
3. Lightning Protection Analysis	LS	0	0	N/A	0		N/A ... relocation of existing and use of CFX standards
4. Power Subsystem	LS	1	40	N/A	40		Below low range ... relocation of existing
5. Voltage Drop Calculations	LS	0	0	N/A	0		N/A ... no new devices and relocation of existing only
6. Design Documentation	LS	1	16	N/A	16		
7. Existing ITS System	LS	0	0	N/A	0		N/A ... included in ITS analysis
8. Queue Analysis	LS	0	0	N/A	0		N/A ... relocation of existing only (no DMS or detector locations)
9. Reference and Master ITS Design File	LS	0	0	N/A	0		N/ A ... included with comm. design file
10. Reference and Master Communications Design File	LS	1	12	N/A	12		(24 hrs/mile)(0.5 miles) = 12 hours
11. Pole Elevation Analysis	LS	0	0	N/A	0		N/A ... no poles impacted by proposed widening
12. Sign Panel Design Analysis	LS	0	0	N/A	0		N/A
13. Quantities	LS	1	4	N/A	4		
14. Cost Estimate	LS	2	4	N/A	8		Cost estimate provided at 90% and pre-bid (2 @ 4 hours each = 8 hours)
15. Technical Special Provisions	LS	0	0	N/A	0		N/A ... use CFX standards
16. Other ITS Analyses	LS	0	0	N/A	0		N/A
17. Key Sheet	Sheet	1	6	1	6		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Traffic Engineering Data Solutions, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

18. Summary of Pay Items	Sheet	1	6	1	6		
19. Tabulation of Quantities	Sheet	1	8	1	8		
19. General Notes/Pay Item Notes	Sheet	1	8	1	8		Modify existing standard CFX note sheets
20. Project Layout	LS	0	0	N/A	0		N/A ... no project layout required
21. Typical and Special Details	Sheet	1	12	1	12		Special detail outlining crossing (maintain existing or propose new) under Lake Sherwood bridge
22. Plan Sheet	Sheet	4	8	4	32		1" = 50' (0.5 miles)
23. ITS Communications Plans	Sheet	0	0	0	0		N/ A ... included with plan sheets
24. Fiber Optic Splice Diagrams	EA	2	4	2	8		Splice diagram for each end of replacment fiber
25. Lightning Protection Plans	EA	0	0	0	0		N/A
26. Cross Sections	EA	0	0	0	0		N/A
27. Guide Sign Work Sheet(s)	EA	0	0	N/A	0		N/A
28. Special Service Point Details	EA	0	0	0	0		N/A
29. Strain Pole Schedule	PI	0	0	0	0		N/A
30. Overhead / Cantilever Sign Structures	EA	0	0	0	0		N/A
31. Other Overhead Sign Structures (Long Span, Monotube, etc.)	EA	0	0	0	0		N/A
32. Temporary FON	EA	1	8	1	8		Temporary plan to handle bridge crossing and impacted area approaching bridge across Lake Sherwood
33. Interim Standards	LS	0	0	N/A	0		N/A
SUBTOTAL				**12**	**208**		
11. Quality Control	5%	1	N/A	N/A	10		
12. Supervision	5%	1	N/A	N/A	11		
13. Power Company Coord.	LS	0	0	N/A	0		N/A
14. Technical Meetings	EA	2	8	N/A	16		2 meetings / 2 people / 4 hours each
15. Field Review	EA	2	8	N/A	16		2 field reviews / 2 people / 8 hours each
TOTAL				**12**	**261**		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Traffic Engineering Data Solutions, Inc.

Project Number: 408-127

CFX Contract No.: 001065

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

Orange County

HIGHWAY TASK LIST

Signalization Plans
Section 418

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Signal Warrants	EA	0	0	N/A	0		N/A ... existing traffic signals
2. Machine Counts	EA	0	0	N/A	0		N/A ... existing traffic signals
3. Turning Movement Counts	EA	0	0	N/A	0		N/A ... existing traffic signals
4. Inventory of Equipment	PI	2	40	N/A	80		Includes reference and master signal design files (36 hrs) + interconnect design files (4 hrs)
5. Key Sheet	Sheet	1	6	1	6		
6. Tabulation of Quantities	Sheet	1	8	1	8		
7. General Notes	Sheet	1	8	1	8		Modify standard note sheet
8. Signalization Details (Plan)	Sheet	2	6	2	12		Signal plan sheet for each ramp
9. Pole Details (Schedule)	PI	2	4	2	8		Incorporation of mast arm design by others into plans (4hrs each) + pole elevation analysis (2 hrs for 1st + 1 hr for 2nd)
10. Signal Interconnect	Sheet	1	4	1	4		Interconnect b/t two ramp signals
11. Special Details	EA	2	8	2	16		Signs on signal arms + blow-ups of pole locations
12. C.E.S./Summary of Pay Items	LS	1	9	N/A	9		To be provided to Prime in excel (includes cost estimates at 90% and pre-bid)
13. Special Provisions	LS	0	0	N/A	0		None expected
SUBTOTAL				**10**	**151**	**0**	
14. Quality Control	5%	1	N/A	N/A	8		
15. Supervision	5%	1	N/A	N/A	8		
16. Field Review	EA	2	16	N/A	32		2 field reviews / 2 people / 6 hrs each + mtg. w/Orange County (2@4hrs)
17. Progress Meeting	EA	4	4	N/A	16		Includes 1 person to cover all 3 disciplines (lighting/signals/ITS)
TOTAL				**10**	**215**	**0**	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY — **Traffic Engineering Data Solutions, Inc.**

Project Number: 408-127 — **CFX Contract No.: 001065**

DESCRIPTION: SR 408 Widening from Good Holmes Road to Hiawassee Road

MISCELLANEOUS & OUT-OF-POCKET EXPENSES

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

REPRODUCTION COST:

	Blueline	Vellum	Copies 11 x 17	Copies 8.5 x 11
Phase I	0 sheets	0 sheets	50 sheets	15 sheets
Phase II	0 sheets	0 sheets	50 sheets	15 sheets
Phase III	0 sheets	0 sheets	50 sheets	15 sheets
Phase IV	0 sheets	0 sheets	50 sheets	15 sheets
Final	- sheets	0 sheets	50 sheets	15 sheets
TOTALS	0 sheets	0 sheets	250 sheets	75 sheets

Blueline Cost	0 sheets @		=	$0.00
CADD Color Plots	0 SF @	$0.00	=	$0.00
11 x 17	242 sheets @	$0.20	=	$48.40
8.5 x 11	73 sheets @	$0.10	=	$7.30
Color Copies				
8.5"x11"	2 sheets @	$1.00	=	$2.00
11"x17"	8 sheets @	$2.00	=	$16.00
GBC Binding	0 bindings @	$0.00	=	$0.00
Display Boards	0 each @	$0.00	=	$0.00
CD	0 each @	$0.00	=	$0.00
3 Ring Binders	0 each @	$0.00	=	$0.00
Screw Posts	0 each @	$0.00	=	$0.00
Report Tabs	0 each @	$0.00	=	$0.00
Covers (Laminated)	0 each @	$0.00	=	$0.00
Raster Color Plots	SF @	$0.00	=	$0.00
TOTAL REPRODUCTION COSTS				$73.70

TRAVEL From: Orlando

To Project:

Per Diem	0	trips x	0	people x	0	days/trip @	$0.00	/diem		$0.00
Comm	0	trips x	0	people @	$0.00	/trip				$0.00
POV	7	trips x	60	mi @	$0.445	/mi	(inlcudes one trip to Orange County)			$186.90
Rental	0	trips x (	0	days/trip @	$0.00	/day +		mi @	$0.00 /mi)	$0.00

To OOCEA:

Per Diem	0	trips x	0	people x	0	days/trip @	$0.00	/diem		$0.00
Comm	0	trips x	0	people @	$0.00	/trip				$0.00
POV	6	trips x	63	mi @	$0.445	/mi	(inlcudes progress and tech. meetings)			$168.21
Rental	0	trips x (	0	days/trip @	$0.00	/day +		mi @	$0.00 /mi)	$0.00

TOTAL TRAVEL COSTS $355.11

MISCELLANEOUS COSTS

Postage & Telephone	0 months @	$0.00 /month	$0.00
Overnight Delivery	0 each @	$0.00 /each	$0.00
Same Day Delivery	0 each @	$0.00 /each	$0.00
Film & Processing	rolls @	/roll	$0.00

TOTAL EXPENSES (Lump Sum) **$428.81**

Central Florida Expressway Authority

Audit Package

for

Traffic Engineering Data Solutions, Inc.

Professional Engineering Consultant Services For
S.R. 408 Widening From Good Homes Road to Hiawassee Road

CFX Contract No.: 001065

Project No.: 408-217Central Florida Expressway Authority

February 12, 2015

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 27, 2014

Deanna Ferrell, President
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 Spring Vista Drive
Debary, Florida 32713

Dear Ms. Ferrell:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design

Group 6 - Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies
6.2 - Traffic Signal Timing
6.3.1 - Intelligent Transportation Systems Analysis and Design
6.3.2 - Intelligent Transportation Systems Implementation
6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection

Group 13 - Planning

13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering
13.7 - Transportation Statistics

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	99.21%	82.44%	0.258%	Reimbursed	8.51% (Home) 16.98% (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

BizNet Profile: TRAFFIC ENGINEERING DATA SOLUTIONS INC

Name: TRAFFIC ENGINEERING DATA SOLUTIONS INC
Business Description: TRANSPORTATION ENGINEERING BUSINESS SPECIALIZING IN TRAFFIC ENGINEERING
Street: 80 SPRING VISTA DRIVE
City: DEBARY **State:** FL **Zip:** 32713
County: VOLUSIA **District:** DISTRICT FIVE
Phone: (386) 753-0558 **Fax:** (386) 753-0778
E-mail: dferrell@teds-fl.com
Work Location:
County:
District: DIST/ST WIDE
Contact: DEANNA FERRELL
UCP Cert. DBE **State Cert.:** OBE **UCP Certifying Member:** FDOT
First SC: 949 **First NAICS:** 54169
2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
2nd NAICS: 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:
ACDBE: No

NOTE:
OBE stands for Other Business Enterprise indicating that the firm is not certified.

Return to the Main Menu

Back to Search Results

Florida Department of Transportation 2008.

CERTIFIED WAGE RATE FORM

Consultant Name: Traffic Engineering Data Solutions, Inc.

Job Classification	Personnel	Current Hourly Rate	Percent of Employee Used	Average Hourly Rate
Chief Engineer				
	Fred Dale Ferrell	$55.00	100%	
				$55.00
Senior Engineer				
	Christopher James Walsh	$53.50	95%	
	Mikal Reed Hale	$50.00	5%	
				$53.33
Engineer				
	Alexander Teal Mims	$35.58	100%	
				$35.58
Engineering Intern				
	Corey Joseph Bevis	$22.50	75%	
	Kevin James Moderie	$21.50	5%	
	Donald Jarod Nelson	$31.25	5%	
	Andrew Josep Perez	$20.00	5%	
	Tristan Adam Surratt	$20.00	5%	
	Vischal Y. Persaud	$20.00	5%	
				$22.51
Senior Designer				
	Pamela Carol Pocica	$24.50	5%	
	Ray Scott Hill	$36.06	95%	
				$35.48
Engineering Technician				
	Paul Halley Ferrell	$28.85	50%	
	David John Mancusi	$18.00	25%	
	Adam Paige Koon	$18.00	25%	
				$23.43
Secretary / Clerical				
	Sandra Kay Councll	$22.00	100%	
				$22.00
Designer				
	Andrew James Wilkins	$16.00	100%	
				$16.00

I certify that the above information is current and accurate.

Deanna F. Ferrell
Print Name

Deanna F. Ferrell

Signature

February 16, 2015
Date

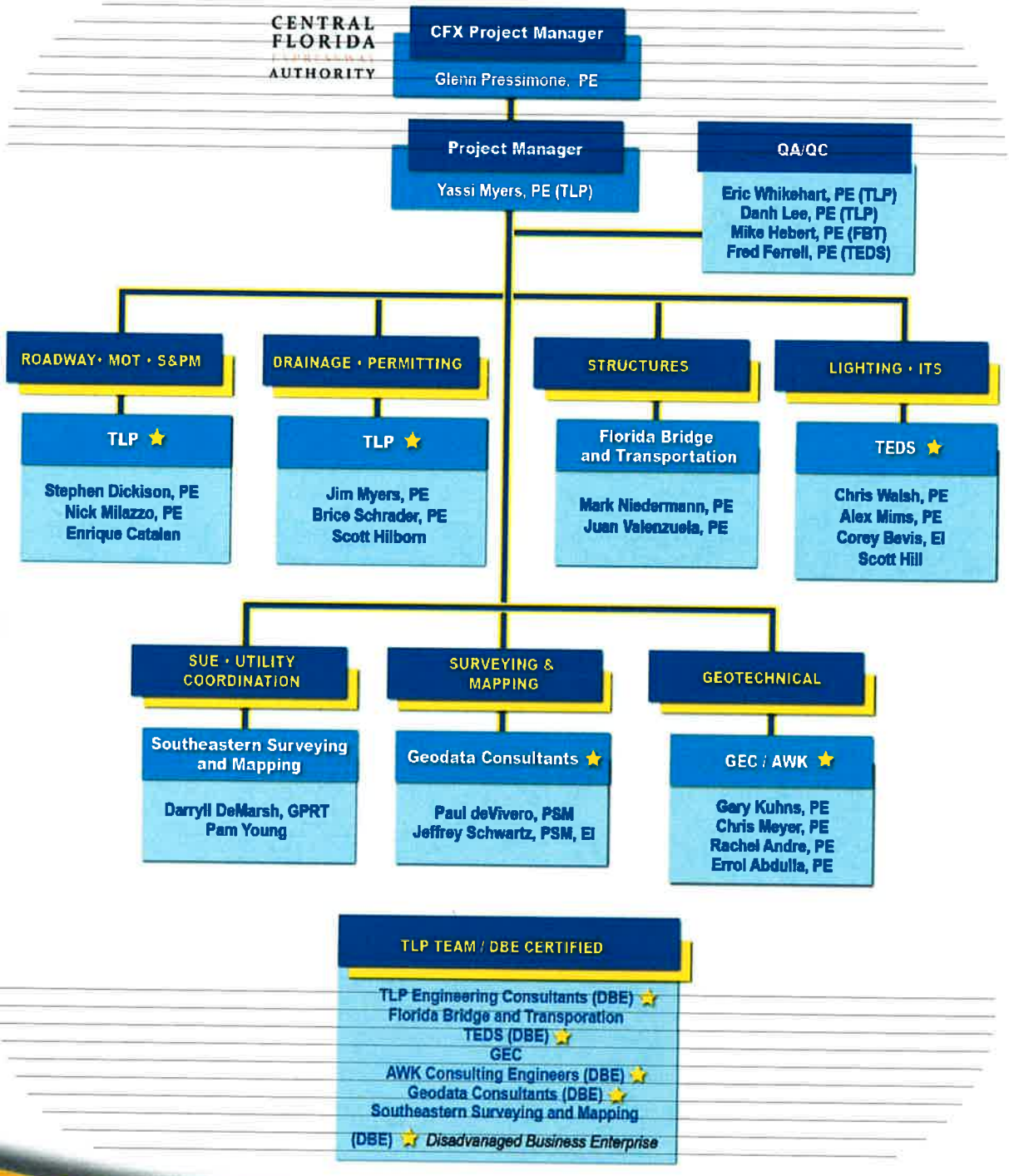
EXHIBIT D

PROJECT ORGANIZATIONAL CHART

TLP ENGINEERING CONSULTANTS, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ORGANIZATIONAL CHART

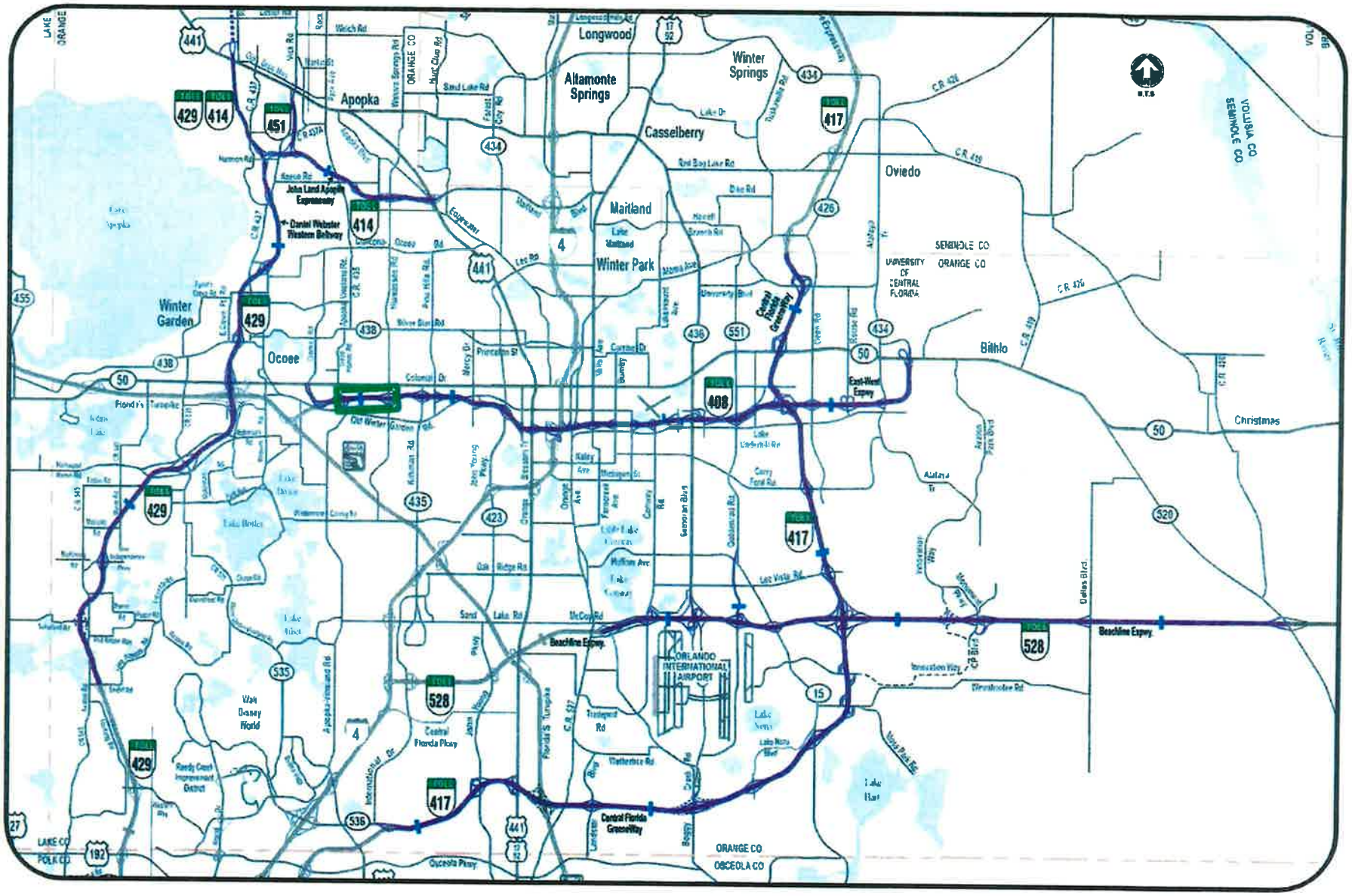


TLP TEAM / DBE CERTIFIED

TLP Engineering Consultants (DBE) ★
Florida Bridge and Transporation
TEDS (DBE) ★
GEC
AWK Consulting Engineers (DBE) ★
Geodata Consultants (DBE) ★
Southeastern Surveying and Mapping
(DBE) ★ *Disadvanaged Business Enterprise*

EXHIBIT E

PROJECT LOCATION MAP



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

CONSENT AGENDA ITEM

#13

metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP

January 26, 2015

28 JAN '15 PM12:42

Mr. Joe Berenis
Deputy Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Amendment to the Interlocal Agreement for Creation of the Metropolitan Planning Organization

Dear Mr. Berenis:

On December 10, 2014, the MetroPlan Orlando Board voted to give the Municipal Advisory Committee, a subcommittee of the board, a voting seat on the board. This action necessitates completion of an amendment to our Interlocal Agreement to incorporate the changes.

Attached is an Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization, d/b/a/ MetroPlan Orlando, A Regional Transportation Partnership to add the Municipal Advisory Committee Chair as a voting member of the MetroPlan Orlando Board. Please place this Agreement on the Central Florida Expressway Authority Board agenda for approval as soon as possible. Execute both copies, retain one copy for the Agency's records, and return an executed copy to me along with a certified copy of your Board minutes, showing where this action was approved.

Once approved by the Central Florida Expressway Authority and all other partners, it will be filed with the Clerk of the Court in Orange, Osceola, Seminole Counties as the official document amending the Interlocal Agreement for Creation of the Metropolitan Planning Organization. If your staff has any questions, please contact me at (407) 481-5672 ext. 310 or jloschiavo@metroplanorlando.com. We appreciate your assistance in expediting this to your Agency Board.

Sincerely,

Jason S. Loschiavo, CPA
Director of Finance and Administration

Enclosure

315 East Robinson Street
Suite 355
Orlando, Florida 32801
Ph: 407.481.5672
Fx: 407.481.5680
www.metroplanorlando.com

AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION D/B/A/ MetroPlan Orlando

THIS AMENDMENT is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY(IES) OF Orange County, Florida, Osceola County, Florida, Seminole County, Florida; the CITY(IES) of City of Altamonte Springs, Florida, City of Apopka, Florida, City of Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, The Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, The Central Florida Expressway Authority, and the Sanford Airport Authority, and the MetroPlan Orlando Municipal Advisory Committee.

RECITALS:

WHEREAS, Chapter 2014-223, Laws of Florida, enacted by the 2014 Legislature, amended Section 339.175(3)(a), Florida Statutes, to provide that voting members of an M.P.O. may include an elected official who represents a group of general purpose local governments through an entity created by an M.P.O. for that purpose; and

WHEREAS, the governing body of MetroPlan Orlando has determined that it is appropriate that the MetroPlan Orlando Municipal Advisory Committee be added as a voting member to the Interlocal Agreement, as amended, creating MetroPlan Orlando.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Article 4, Section 4.01(a) of the Interlocal Agreement dated June 7, 2000, as amended, is amended to read as follows:

The membership of the MPO shall consist of twenty (20) voting representatives and five (5) non-voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Orange County	*6 Representatives*
Osceola County	*1 Representative*

Seminole County	*2 Representatives*
City of Altamonte Springs	*1 Representative*
City of Apopka	*1 Representative*
City of Kissimmee	*1 Representative*
City of Orlando	*2 Representatives*
City of Sanford	*1 Representative*
Central Florida Regional Transportation Authority	*1 Representative*
Greater Orlando Aviation Authority	*1 Representative*
Central Florida Expressway Authority	*1 Representative*
Sanford Airport Authority	*1 Representative*
MetroPlan Orlando Municipal Advisory Committee	*1 Representative*

II. Article 7, Section 7.04 of the Interlocal Agreement, dated June 7, 2000, as amended, is amended to read as follows:

Add: Chairperson
MetroPlan Orlando Municipal Advisory Committee
One Landmark Center
315 East Robinson Street, Suite 355
Orlando, Florida 32801

III. The MetroPlan Orlando Municipal Advisory Committee shall have all the rights, duties, and obligations to which each voting member on the MPO is entitled to receive, including, but not limited to, such rights, duties, and obligations provided in the Interlocal Agreement effective June 7, 2000, as amended, except with regard to payment of dues which may be modified by the governing body of MetroPlan Orlando and Section 339.175, *Florida Statutes.*

IV. Severability. The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non-applicable provisions were omitted.

V. Entire Agreement. This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

VI. Rules of Construction. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

VII. Amendment execution, Use of counterpart signature pages. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

VIII. Effective Date. This Amendment shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated _____, as amended, to be duly executed in their behalf.

ORANGE COUNTY, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

OSCEOLA COUNTY, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairperson
Date: _____
As authorized for execution by the Board of
County Commissioners at its _____,
2015 regular meeting.

ATTEST:

_____
MARYANNE MORSE, Clerk to the Board of
County Commissioners of Seminole County, Florida.
For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

_____.
County Attorney

CITY OF ALTAMONTE SPRINGS, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF APOPKA, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF KISSIMMEE, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF ORLANDO, FLORIDA
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

ATTEST

_____
Cynthia Porter, City Clerk

CITY OF SANFORD, FLORIDA

_____
Jeff Triplett, Mayor

For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.

_____
William L. Colbert, City Attorney

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

REVIEWED AND APPROVED
BY CFX LEGAL

_____

THE GREATER ORLANDO AVIATION AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

SANFORD AIRPORT AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

METROPLAN ORLANDO MUNICIPAL ADVISORY COMMITTEE
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

FLORIDA DEPARTMENT OF TRANSPORTATION
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

APPROVED AS TO FORM, LEGALITY
DEPARTMENT OF TRANSPORTATION
BY: _____
ATTORNEY
DATE: _____
TITLE: _____

CONSENT AGENDA ITEM

#14

metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP

February 13, 2015

Mr. Welton Cadwell
Chairman
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR)

Dear Mr. Cadwell:

The current ICAR agreement was last signed in 2010. Under Section 6.03(a), Duration, it is required that this agreement be reviewed at the end of every five (5) year term and either amended or affirmed for an additional five year term.

Please note that the agreement has been updated using the most recent Florida Department of Transportation template for ICAR agreements, as well as updating for the removal of the Seminole County Expressway Authority, additional of the Osceola County Expressway Authority, and the recently created Central Florida Expressway Authority which replaced the Orlando-Orange County Expressway Authority. Addresses have also been updated as necessary.

We are requesting that your agency review this agreement and have your Board reaffirm the agreement with the noted changes, as required by Section 6.03(a). The MetroPlan Orlando Board reaffirmed the ICAR with the noted address notification changes at its regularly scheduled meeting of February 11, 2015, VIII. Consent Agenda Item F.

Enclosed are two signed copies of the amended agreement. Note that Section 6.07 allows for "this agreement and any amendments hereto, to be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument." After approval by your board, return one copy to me at MetroPlan Orlando and keep one for your records.

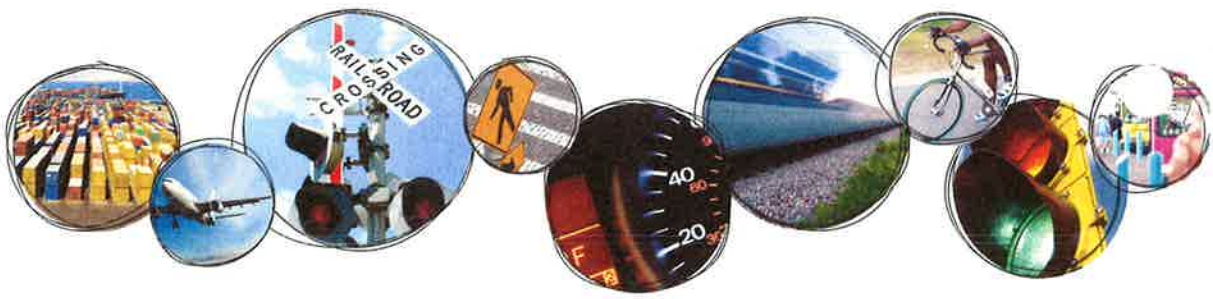
Thank you for your assistance in getting our region's Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement up-to-date. I look forward to hearing from you soon by returned signed agreement that your agency's board has reaffirmed the provisions of the ICAR for another five (5) years from June 2015 thru June 2020.

Sincerely,

Jason S. Loschiavo, CPA
Director of Finance and Administration

Enclosures

315 East Robinson Street
Orlando, Florida 32801
Ph: 407.481.5672
Fx: 407.481.5680
www.metroplanorlando.com



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COORDINATION JOINT PARTICIPATION AGREEMENT

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this ___day of ____, 2014 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter "Department"); the ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION, d/b/a METROPLAN ORLANDO (hereinafter the "MPO" or the "Metropolitan Planning Organization"); the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL(hereinafter the "Regional Planning Council"); the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter the "Transit Authority"); the GREATER ORLANDO AVIATION AUTHORITY and the SANFORD AIRPORT AUTHORITY (hereinafter the "Aviation Authorities"); and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY and the OSCEOLA COUNTY EXPRESSWAY AUTHORITY (hereinafter the "Expressway Authorities")

RECITALS

WHEREAS, the Federal Government, under the authority of Title 23 United States Code Section 134 and Title 49 United States Code (USC) Section 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, Title 23 USC §134, Title 49 USC §5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, Title 23 Code of Federal Regulations (CFR) §450.314 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to Title 23 CFR §§450.212 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC §134(d), 49 USC §5303, 23 CFR §450.310, and Section 339.175(2), (3), and (4) F.S., the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO, herein after referred to as the Metropolitan Planning Organization or MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to an Interlocal Agreement executed on June 7, 2000, and filed with the Clerk of the Circuit Court of Orange, Osceola, and Seminole Counties the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO was established;

WHEREAS, pursuant to Chapter 75-464 , Laws of Florida, the Greater Orlando Aviation Authority was created and established:

WHEREAS, pursuant to Chapter 71-924, Laws of Florida, the Sanford Airport Authority was created and established;

WHEREAS, pursuant to Chapter 348, Part III, F.S., the Central Florida Expressway Authority was created and established;

WHEREAS, pursuant to Chapter 348, Part V, F.S., the Osceola County Expressway Authority was created and established;

WHEREAS, pursuant to Chapter 343, Part III, F.S., the Central Florida Regional Transportation Authority was created and established;

WHEREAS, pursuant to Section 339.175(10)(a)(2), F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.504, F.S., Florida Administrative Code (FAC) Rule 29F-1, the East Central Florida Regional Planning Council, herein after referred to as the Regional Planning Council or the RPC, was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., and Rule 29F-3, FAC, the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to Title 23 CFR §450.314 and Section 339.175(10)(a)(3), F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR §450.212 and §450.318) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Title 23 CFR §450.314 and Section 339.175(10), F.S.; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1
RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as may be amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as otherwise identified in Title 23 CFR §§450.212 and 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(i), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC §134(b)(1), 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the MPO'S planning authority.

Metropolitan Planning Organization (MPO) means and refers to the Metropolitan Planning Organization formed pursuant to Interlocal Agreement dated June 7, 2000 as described in Title 23 USC §134(b)(2), Title 49 USC §5303, and Section 339.175(1), F.S.

Regional Planning Council means and refers to the East Central Florida Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Rule 29F-1, FAC.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long Range Transportation Plan, developed pursuant to Titles 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is a biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by Title 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2
PURPOSE

Section 2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the MPO, the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

Section 2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3
COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The MPO shall cooperate with the Transit Authority, the Aviation Authorities, and the Expressway Authorities to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and that are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

(d) The MPO shall ensure that representatives of transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities advising them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities shall receive at least 15 days written notice of all public workshops and hearings, or specified number of days per MPO bylaws, relating to the development of such plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO, the Transit Authority, the Aviation Authorities, and the Expressway Authorities shall analyze for each local government in the Metropolitan Planning Area:

(i) each comprehensive plan's future land use element;

(ii) the goals, objectives, and policies of each comprehensive plan; and

(iii) the zoning, of each local government in the Metropolitan Planning Area.

(2) Based upon the foregoing review and a consideration of other growth management factors, the MPO, the Transit Authority, the Aviation Authorities, and the Expressway Authorities, shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.

(3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO, the MPO shall analyze the master plans of the Transit Authority, the Aviation Authorities, and the Expressway Authorities. Based upon the foregoing review and a consideration of other transportation-related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master, development, or comprehensive plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program,

Transportation Improvement Program, Long Range Transportation Plan, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) The MPO agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

ARTICLE 4
INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The RPC shall perform the following tasks:

(a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.

(1) The parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;

(2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and

(3) Upon final adoption of the proposed Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

ARTICLE 5
CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

for the Florida Department of Transportation: by the District Director for Planning and Programs

for METROPLAN ORLANDO the Metropolitan Planning Organization: by the Executive Director

for the East Central Florida Regional Planning Council: by the Executive Director

for the Central Florida Regional Transportation Authority: by the Executive Director

for the Greater Orlando Aviation Authority: by the Executive Director

for the Sanford Airport Authority: by the President/Chief Executive Officer

for the Central Florida Expressway Authority: by the Executive Director

for the Osceola County Expressway Authority; by the Executive Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

for the Florida Department of Transportation: by the District Secretary

for METROPLAN ORLANDO, the Metropolitan Planning Organization: the Chairman of the Board

for the East Central Florida Regional Planning Council: by the Chairman of the Board

for the Central Florida Regional Transportation Authority: by the Chairman of the Board

for the Greater Orlando Aviation Authority: by the Chairman of the Board

for the Sanford Airport Authority: by the Chairman of the Board

for the Central Florida Expressway Authority: by the Chairman of the Board

for the Osceola County Expressway Authority; by the Chairman of the Board

Section 5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 6
MISCELLANEOUS PROVISION

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

Executive Director
METROPLAN ORLANDO
315 E. Robinson Street, Suite 355
Orlando, FL 32801-1949

Executive Director
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Blvd
Orlando, FL 32827-4392

Executive Director
East Central Florida Regional Planning Council
309 Cranes Roost Blvd., Suite 2000
Altamonte Springs, FL 32701

President/CEO
Sanford Airport Authority
1200 Red Cleveland Blvd
Sanford, FL 32773-6844

Executive Director
Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, FL 32801

Secretary, District Five
Florida Department of Transportation
719 S. Woodland Blvd
Deland, FL 32720

Chairperson
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Chairperson
Osceola County Expressway Authority
1 Courthouse Square, Suite 1100
Kissimmee, FL 34741

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 6.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

(1) The singular of any word or term includes the plural;

(2) The masculine gender includes the feminine gender; and

(3) The word "shall" is mandatory, and "may" is permissive.

Section 6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its recording by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and Remedies not waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

Section 6.12 Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

METROPLAN ORLANDO

BY: _____
Chairman

ATTEST: _____
DATE: 2/13/15

EAST CENTRAL FLORIDA REGIONAL PLANNNG COUNCIL

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE GREATER ORLANDO AVIATION AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE SANFORD AIRPORT AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE OSCEOLA COUNTY EXPRESSWAY AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
District Five Secretary

ATTEST: _____
DATE: _____

APPROVED AS TO FORM, LEGALITY
DEPARTMENT OF TRANSPORTATION

BY: _____
ATTORNEY
DATE: _____
TITLE: _____

[Every participant identified in this Agreement shall sign and date this Agreement with the appropriate witnesses]

CONSENT AGENDA ITEM
#15

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: February 24, 2015

RE: Authorization to Advertise
E-PASS and Violation Enforcement Operations
Contract No. 001105

Board authorization is requested to advertise for Requests for Proposals for qualified firms to operate and manage the Authority's E-PASS Customer Service Centers and the Violations Enforcement Section. The current Contract renewal with Xerox State and Local Solutions, Inc., expires on July 31, 2015.

Operations will include servicing customers and processing account maintenance through walk-in service centers, the phone center, mail, e-mail, fax, and all other back office activities. In addition, the selected firm will provide all personnel required to perform all the Violation Enforcement activities including image review, noticing, issuing of Uniform Traffic Citations (UTC), correspondence, support of Toll Enforcement Officers, research for court cases, defending court cases and other back office support.

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

CONSENT AGENDA ITEM
#16

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: February 24, 2015

RE: Approval to Renew Agreement for
System Hardware Maintenance with TransCore, LP
Contract No. 000178

Board approval to renew the referenced contract with TransCore is requested. The current renewal expires on July 21, 2015. The term of the requested renewal, if approved, will be two years beginning July 22, 2015, and ending July 21, 2017, in the amount of $6,328,877.35. This amount includes the estimated cost of spare parts during the renewal period.

System Hardware Maintenance	$4,665,263.14
VES Camera Maintenance	$ 811,014.21
Spare Parts	$ 852,600.00
Renewal Amount	$6,328,877.35

Board award of the contract to TransCore for the new toll collection system hardware and maintenance is anticipated to be presented to the Board for award at the April 2015 Board meeting. Assuming the contract is awarded, current projections call for the equipment to be procured, installed, tested and operational at all plazas by the spring of 2017. This renewal will cover maintenance of the existing hardware until that time.

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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of March, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system hardware maintenance; and

WHEREAS, Authority and Contractor wish to renew the Original Agreement for a fourth period of two (2) years as approved by the Authority's Board of Directors on March 12, 2015;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a fourth renewal of said Original Agreement beginning the 22nd day of July, 2015 and ending the 21st day of July, 2017 at the not-to-exceed cost of $6,328,877.35 which amount restates the amount of the Original Agreement and the supplements.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the third Contract renewal ending July 21, 2015, the Contractor shall execute a 'Certificate of Completion of the Third Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the third renewal of the Contract ending July 21, 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:

1. The hourly rates to be charged by the Contractor during the renewal period are as shown on the attached Maintenance Renewal Quote sheet.

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

TRANSCORE, L.P.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only

_____
General Counsel for the Authority

SYSTEM HARDWARE & VES CAMERA MAINTENANCE

CONTRACT PRICING SUMMARY

YEAR ONE

SYSTEM HARDWARE	$2,299,045.88
VES CAMERA & LPR	$ 396,822.12
SPARE PARTS	$ 420,000.00
YEAR ONE TOTAL	$3,115,868.00

YEAR TWO

SYSTEM HARDWARE	$2,366,217.26
VES CAMERA & LPR	$ 414,192.09
SPARE PARTS	$ 432,600.00
YEAR ONE TOTAL	$ 3,213,009.35

CONTRACT TOTAL $ 6,328,877.35

TransCore Maintenance Renewal Quote

Period 07/22/2015 - 07/21/2017

Toll Equipment Maintenance	year 1	year 2
ORT/lane	$734.95	$756.99
AEX/lane	$734.95	$756.99
Dedicated/lane	$677.79	$698.13
ACM-AVI/lane	$448.05	$461.49
MLT/lane	$420.62	$433.24
MCA/lane	$470.92	$485.04
Project Manager/hr	$140.24	$144.45
Maintenance Tech/hr	$68.58	$70.63
Install Tech/hr	$68.58	$70.63
Install Manager/hr	$97.16	$100.07
Jr s/w prog/tester/hr	$80.01	$82.41
Sr s/w Programmer/hr	$131.44	$135.38
FL Reg Eng/hr	$171.45	$176.60
Maint Fac & Equip/month	$3,965.05	$4,084.00
Maint Admin & Sup/month	$3,000.36	$3,090.37
Management Fee/month	$6,125.12	$6,308.88
Training Center/month	$353.29	$363.89
Tolls (reimbursed)	$5,000.00	$5,000.00
LPR T&M	std rate	std rate
VES Systems Analyst	$144.20	$148.53
Sr. Service Technician	$74.48	$76.71
Service Technician	$68.74	$70.80
	emerg rate	emerg rate
VES Systems Analyst	$216.30	$222.80
Sr. Service Technician	$111.72	$115.07
Service Technician	$103.11	$106.20

VES Equipment Maintenance	year 1	year 2
AEX/ORT MOT	$1,145.00	$1,214.73
Dedicated/lane	$27.40	$28.22
ACM-AVI/lane	$27.40	$28.22
MLT/lane	$27.40	$28.22
MCA/lane	$27.40	$28.22
Lead Tech	$12,240.25	$12,607.46
VES Tech	$11,297.04	$11,635.95
Project Manager	$123.61	$127.32
Lead VES Tech	$79.80	$82.20
VES Tech	$73.67	$75.88
Sr. Service Technician	$79.80	$82.20
Service Technician	$73.67	$75.88
Installation Technician	$73.67	$75.88
Systems Analyst	$154.52	$159.16

CONSENT AGENDA ITEM

#17

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: February 24, 2015

RE: Authorization to Renew Agreement for
System Software Maintenance with TransCore, LP
Contract No. 000179

Board approval to renew the referenced contract with TransCore, LP is requested. The current renewal expires on July 31, 2015. The term of the requested renewal, if approved, will be two years beginning August 1, 2015, and ending July 31, 2017, in the amount of $1,381,194.36.

Board award of the contract to TransCore for the new toll collection system hardware and software including maintenance is anticipated to be presented to the Board for award at the April 2015 Board meeting. Assuming the contract is awarded, current projections call for the equipment to be procured, installed, tested and operational at all plazas by the spring of 2017. This renewal will cover maintenance of the existing software until that time.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joann Chizlett, Director of Information Technology
Contract File

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000179 (SSM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of March, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system software maintenance and hardware maintenance for the host and plaza computers; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a fifth period of two (2) years as approved by the Authority's Board of Directors on March 12, 2015;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a fifth renewal of said Original Agreement beginning the 1st day of August, 2015, and ending the 31st day of July, 2017, at the not-to-exceed cost of $1,381,194.36 which amount restates the amount of the Original Agreement and the supplements.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the fourth Contract renewal ending July 31, 2015, the Contractor shall execute a 'Certificate of Completion of the Fourth Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the fourth renewal of the Contract ending July 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:

1. The Scope of Services and hourly rates to be charged by the Contractor during the renewal period are as indicated on the attached Exhibit A.

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

TRANSCORE, L.P.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only

_____
General Counsel for the Authority

08/2015 - 07/2017 Systems Support Pricing Schedule

Software Maintenance	FTE	Rate	Year 1 Total	Rate	Year 2 Total
(Guaranteed Level of Commitment)					
Database Analyst	1.00	$126.50	$247,940.00	$129.98	$254,760.80
Hardware Specialist	0.50	$82.23	$80,585.40	$84.49	$82,800.20
Project Manager	0.30	$151.80	$89,258.40	$155.97	$91,710.36
	1.80		$417,783.80		$429,271.36

Hardware Support	FTE	Rate	Year 1 Total	Rate	Year 2 Total
(Guaranteed Level of Commitment)					
Hardware Specialist	1.00	$82.23	$161,170.80	$84.49	$165,600.40
Hardware Specialist	0.25	$82.23	$40,292.70	$84.49	$41,400.10
Hardware Specialist at TransCore's Expense and no additional cost to CFXA	0.75	$0.00	$0.00	$0.00	$0.00
	2.00		$201,463.50		$207,000.50

As Needed Positions	Estimated FTE	Rate	Year 1 Total	Rate	Year 2 Total
(Estimated Level of FTE Only)					
On-call Systems Specialist	0.08	$189.75	$29,752.80	$194.97	$30,571.30
Lane Controller Specialist	0.05	$126.50	$12,397.00	$129.98	$12,738.04
Sr. Software Developer	0.08	$126.50	$19,835.20	$129.98	$20,380.86
	0.21		$61,985.00		$63,690.20

Grand Total	FTE's	Year 1 Total	Year 2 Total
	4.01	$681,232.30	$699,962.06

Hours for a Year:	2,080.00
Minus Vacation (3 weeks):	120.00
Hours Balance for 1 Year:	1,960.00

Exhibit A

08/2015 - 07/2017 Systems Support Labor Pricing		
Labor Rates:		
	Year 1	Year 2
Position		
Database Analyst	$126.50	$129.98
Hardware Specialist	$82.23	$84.49
Project Manager	$151.80	$155.97
On-call Systems Specialist	$189.75	$194.97
Lane Controller Specialist	$126.50	$129.98
Sr. Software Developer	$126.50	$129.98

Exhibit A

CONSENT AGENDA ITEM

#18

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

MEMORANDUM

To: Central Florida Expressway Authority Board Members

From: James Edward Cheek, III, Right of Way Counsel

Subject: Utility Relocation Agreement between CFX and Duke Energy Florida, Inc. for relocation of Duke Energy's Transmission and Distribution Facilities for CFX Project 429-201 and Wekiva Parkway Project 429-202

Date: February 24, 2015

Board approval of the Utility Relocation Agreement ("Utility Relocation Agreement") between Duke Energy Florida, Inc. ("Duke Energy") and the Central Florida Expressway Authority ("Authority") for relocation of Duke Energy's Transmission and Distribution facilities along the S.R. 429-201 and 429-202 corridor (the "Project") is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Utility Relocation Agreement is attached for your review.

BACKGROUND

The design and construction of the Project require the relocation of a portion of Duke Energy's transmission and distribution facilities located within or near the Authority's limited access right-of-way line for S.R. 429-201 and 429-202. The purpose of the Utility Relocation Agreement is to facilitate the relocation, identify the reimbursable expenses of Duke Energy, and coordinate the construction responsibilities of Duke Energy as it relates to the Authority's construction schedule for the Project.

When Duke Energy's facilities that must be relocated for the Project are located in a valid identifiable easement, the Authority is required to pay for the acquisition of replacement easements, as well as the relocation of these facilities. In the present circumstances, a portion of Duke Energy's transmission facilities are not located within an identifiable easement. Although Duke Energy asserts prescriptive rights for such facilities, the Authority argues that payment for the acquisition of replacement easement rights in areas where Duke Energy does not hold identifiable easements should be limited to compensation for the value of the prescriptive right. Duke Energy has therefore agreed to pay for 35% of the acquisition costs associated with replacement easements for its transmission facilities. This percentage is based on the area where Duke Energy owns identifiable easement rights versus where it claims prescriptive rights[1]. The

[1] See attached Analysis and Proration of the Easement Costs

Authority is otherwise responsible for reimbursing Duke Energy for its relocation costs associated with the Project. These relocation costs include engineering costs, construction costs, materials, labor, equipment, etc.

The Utility Relocation Agreement identifies Duke's reimbursable cost estimates for both the transmission and distribution facilities. The Authority will be responsible for its share of the actual costs associated with the relocation, as identified in the agreement.

Duke Energy has estimated the actual cost to the Authority for relocation of Duke's facilities as not to exceed $2,572,054.68. This estimate represents $1,647,156.00 for relocation of Duke Energy's transmission facilities and $924,898.68 for relocation of Duke Energy's distribution facilities. Should the actual costs exceed the above estimates by more than 10%, the Utility Relocation Agreement requires Duke Energy to submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of CFX before performing work, in order for CFX to become responsible for any additional reimbursement to Duke Energy for the additional amounts.

As described above, CFX will deduct 35% of the cost of its acquisition of easements for Duke Energy from the reimbursement. The parties currently estimate that this deduction or credit will be $175,910.00, which is 35% of $502,600.00, the estimated right of way easement cost. Duke Energy agrees that the amount it will be reimbursed by CFX under this section will be further reduced by 35% of any amount by which the actual right of way easement costs exceed $502,600.00. Any other removal, relocation, or alteration of Duke Energy's facilities not required by CFX shall be performed at Duke Energy's sole cost and expense.

The estimates provided by Duke Energy incorporated into the Utility Relocation Agreement were reviewed by CH2MHill and determined to be within a reasonable range. Right of Way Counsel additionally obtained sworn testimony from representatives of Duke Energy's transmission and distribution departments to aid CH2MHill in its analysis and understanding of Duke Energy's estimation procedures.

REQUESTED ACTION

It is respectfully requested that the Board (1) approve the terms of the Utility Relocation Agreement between Duke Energy and the Authority; and (2) authorize the Executive Director to execute the Utility Relocation Agreement following satisfactory review by legal counsel, both of which were recommended for Board approval by the Right of Way Committee at the February 25, 2015 meeting. Agreement value: $2,572,054.68.

ATTACHMENTS

Utility Relocation Agreement
Analysis and Proration of the Easement Costs.

ANAYLYSIS AND PRORATION OF THE EASEMENT COSTS

The linear footage of recorded versus unrecorded easements.

RECORDED EASEMENTS	UNRECORDED EASEMENTS
596.3 X 50	330.6 X 50
22.3 X 50	190.8 X 50
60 X 50	141.5 X 50
649.17 X 50	333.16 X 50
166.75 X 50	292.8 X 50
164.2 X 50	252 X 50
331.7 X 15	15.4 X 50
	16 X 50
	100 X 50
RECORDED – 1990.42	**UNRECORDED – 2003.86**

Compensable ration of recorded versus unrecorded easements.

RECORDED – 100% Compensable	**UNRECORDED – 30% Compensable**
	(15 feet footprint/50 ft. width= 15/50 = .30)

Proration for each easement type.

(%) Recorded/Recorded + Unrecorded	(%) Unrecorded/Recorded + Unrecorded
(1)1990.42/1990.42 + 2003.86	(0.3)2003.86/1990.42 + 2003.86
= (1)1990.42/3994.28	=(0.3)2003.86/3994.28
= (1)0.4983175	=(0.3)0.5016824
=.498 ~ .5, or **50%**	=.1505 ~ .15, or **15%**

50% + 15% = 65% REIMBURSABLE

Duke to pay 35% of the new easement costs.

Prepared By and Return to:

James Edward Cheek, III
Winderweedle, Haines, Ward &
Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement") is entered into this ___ day of _____, 2015, between the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida ("CFX"), and Duke Energy Florida, Inc. d/b/a Duke Energy ("Duke Energy").

RECITALS

WHEREAS, Duke Energy is the holder of certain easement interests, written or prescriptive, located within the S.R. 429-201 and S.R. 429-202 corridor, as subordinated by that certain Subordination of Easements Agreement recorded in Official Records Book 10744, Page 8614, of the public records of Orange County, Florida, a copy of which is attached hereto as Exhibit "A" (such easement interests collectively referred to herein as the "Existing Easements"); and

WHEREAS, the Existing Easements encumber certain lands owned by CFX that will be used for the construction, operation, maintenance, repair, and replacement from time to time of the CFX Project 429-201 and the Wekiva Parkway Project 429-202; and

WHEREAS, the proposed construction and use of S.R. 429-201 and S.R. 429-202 requires that portions of the Existing Easements and the electric transmission and distribution facilities (collectively, the "Facilities") located therein be removed and relocated to other property whereby CFX has condemned easement interests in favor of Duke Energy; and

WHEREAS, CFX is willing to replace Duke Energy's Existing Easements with certain new easements, more particularly described as Parcels 801 and 804 of CFX Project 429-201, and Parcels 800 (Part B), 804, 806, 807 and 811 of the Wekiva Parkway S.R. 429-202; with the new easements being described as shown in Exhibit "B" to this Agreement; and

WHEREAS, CFX agrees to reimburse Duke Energy for the direct costs associated with relocation of its Facilities, subject to certain reimbursements and/or credits to CFX for portions of the Existing Easements, and certain time constraints (as identified herein).

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CFX and Duke Energy agree as follows:

CFX AGREEMENT TO REIMBURSE DUKE ENERGY

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Duke Energy will perform engineering services in coordination with CFX concerning CFX's Wekiva Parkway Project in Orange County, Florida (CFX PROJECT No. 429-201 and No. 429-202, the "Project") and Duke Energy's facilities affected or potentially affected by the Project. The engineering services performed for this project are defined as follows.

a. The engineering analysis and preparation of engineering plans for the relocation or adjustment of the existing overhead Duke Energy transmission facilities within the limits of the S.R. 429, CFX Project 429-201 and Wekiva Parkway Project 429-202, which shall include the relocation of portions of the Eustis-Plymouth 69kV transmission poles EP 333, 353, and 359 thru 372.

b. The engineering analysis and preparation of engineering plans for the relocation or adjustment of the existing overhead Duke Energy distribution facilities within the limits of the S.R. 429, CFX Project 429-201 and Wekiva Parkway Project 429-202.

c. The engineering analysis will also include soil borings, soil thermal properties and subsurface utility exploration.

d. The establishment of the placement location of the new facilities within new and existing easements.

e. The development of a schedule for finalization of design plans and permits.

f. The development of a schedule for procurement and for construction of all facilities, the procurement and construction schedules being contingent upon execution of this Agreement.

g. The establishment of a final construction cost estimate that includes all procurement costs.

h. The performance of the relocation construction activities scoped under this Agreement. The relocation construction activities scoped under this Agreement will start March 16, 2015 and will be performed in accordance with the Utility Work Schedules attached hereto as Exhibit "C."

3. **Transmission Facilities:** At this time, it is estimated that the total actual cost associated with the relocation and adjustment of the Duke Energy transmission facilities will be $1,647,156.00, as described in the Reimbursable Costs – Estimate Summary Sheet attached hereto as Exhibit "D." Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse Duke Energy for the actual costs of the relocation and adjustment, not to exceed the amount of $1,647,156.00. Any deviation by CFX or its contractor from the plans for the Project during construction may render this estimate null and void. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated and which could not be avoided with the exercise of due diligence at the time of occurrence. Should the total actual cost of the relocation and adjustment exceed ten (10) percent more than the original estimate of $1,647,156.00, Duke Energy shall submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of CFX before performing work, in order for CFX to become responsible to reimburse Duke Energy for the additional amounts. CFX is allowed to deduct 35% of the cost of its acquisition of easements for Duke Energy from the reimbursement, and the parties currently estimate that this deduction or credit will be $175,910.00, which is 35% of $502,600.00, the estimated right of way easement cost. Duke Energy agrees that the amount it will be reimbursed by CFX under this section will be further reduced by 35% of any amount by which the actual right of way easement costs exceed $502,600.00. Any other removal, relocation, or alteration of Duke Energy's facilities not required by CFX shall be performed at Duke Energy's sole cost and expense.

4. **Distribution Facilities**: At this time, it is estimated that the total actual cost associated with the relocation and adjustment of the Duke Energy distribution facilities will be $924,898.68, as described in the Utility Estimate Summary attached hereto as Exhibit "D." Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse Duke Energy for the actual costs of the relocation and adjustment, not to exceed the amount of $924,898.68. Any deviation by CFX or its contractor from the plans for the Project during construction may render this estimate null and void. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated and which could not be avoided with the exercise of due diligence at the time of occurrence. Should the total actual cost of the relocation and adjustment exceed ten (10) percent more than the original estimate of $924,898.68, Duke Energy shall submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of CFX before performing work in order for CFX to become responsible to reimburse Duke Energy for the additional amounts. Any other removal, relocation, or alteration of Duke Energy's facilities not required by CFX shall be performed at Duke Energy's sole cost and expense.

INVOICE PROCEDURES

5. The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement by CFX :

a. Duke Energy may at monthly intervals submit progress invoices for all actual costs incurred for the period covered by the invoice. All invoices shall be submitted in detail sufficient to identify the work performed during the invoice period.

b. All invoices for materials shall include sufficient backup data and information to establish compliance with Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, requiring that steel, iron, and manufactured products used in the relocation and adjustment be produced in the United States ("Buy America" compliance).

c. Duke Energy shall submit a final invoice to CFX for payment of all reimbursable costs within one hundred eighty (180) days after completion of the relocation.

d. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. All cost records and accounts shall be maintained in auditable condition for a period of five (5) years after final payment is received by Duke Energy and shall be subject to audit by a representative of the CFX at any reasonable time during this five year period.

e. Upon receipt of an invoice, CFX has twenty (20) days to approve the invoice or to return the invoice to Duke Energy for revisions or further documentation.

f. If payment of an invoice is not issued within sixty (60) days from the date the invoice is received, a separate interest penalty of 6.5% may be charged. Invoices which have to be returned to Duke Energy because of Duke Energy's preparation errors will result in a delay in the payment. The invoice payment requirements described above do not start until a properly completed invoice is provided to CFX. In the event of a bona fide dispute regarding an invoice, CFX shall provide a statement of the dispute and will authorize payment of the undisputed amount.

TRANSFER OF EASEMENT INTERESTS

6. CFX has acquired permanent utility easement interests on properties along the Project corridor through its eminent domain powers to replace the Duke Energy utility easement interests being impacted by the Project. The costs incurred by CFX in acquiring these permanent utility easement interests shall be known as the "Total Easement Acquisition Costs." Duke Energy shall reimburse CFX for thirty-five percent (35%) of the Total Easement Acquisition Costs. The Total Easement Acquisition Costs are as of the time of this Agreement estimated at Five Hundred Two Thousand Six Hundred Dollars ($502,600.00), but the parties understand and agree that the Total Easement Acquisition Costs are not final prior to the entry of final judgment

determining compensation for the easement interests. While the parties anticipate and agree that Duke Energy's 35% share of the Total Acquisition Costs will be deducted from the amount CFX is to reimburse Duke Energy as set forth in the Transmission Facilities paragraph above, CFX may follow the invoice procedure set forth above and deliver an invoice to Duke Energy; use of this procedure shall not affect the amounts due and owing between the parties.

7. If not already transferred, CFX will transfer the permanent utility easement interests to Duke Energy within ninety (90) days after it has made final payment to Duke Energy hereunder, or within ninety (90) days after Duke Energy pays its share, if any, of the Total Easement Acquisition Costs if any of said costs are invoiced separately. The easements to be transferred to Duke Energy, and the terms of those easements, are described in Exhibit "B" to this Agreement.

MISCELLANEOUS PROVISIONS

8. This Agreement constitutes the complete and final agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.

9. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue for any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Orange County, Florida. In any such action, the parties waive any right to jury trial.

10. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.

11. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid US certified mail, return receipt requested; overnight next day courier service; facsimile; email transmission; or, by delivery in person.

CFX: Central Florida Expressway Authority
Name of contact: Glenn M. Pressimone
Telephone No.: (407) 690-5321
Fax No.: (407) 690-5011
Email address: Glenn.Pressimone@CFXWay.com

Duke Energy:	Duke Energy Florida, Inc. d/b/a Duke Energy	
	Transmission:	
	Name of contact:	Luis A. Huertas
	Telephone No.:	(407) 942-9683
	Fax No.:	(407) 942-9796
	Mobile:	(321) 262-7365
	Email address:	Luis.Huertas@duke-energy.com
	Distribution:	
	Name of contact:	Robb Brown
	Telephone No.:	(352) 459-4671
	Email address:	Robb.Brown@duke-energy.com

12. CFX will grant to Duke Energy all such licenses and rights of access reasonably necessary to allow Duke Energy to perform the work described in this Agreement, including, without limitation, the right to enter upon CFX property. Duke Energy may exercise such rights after coordinating with and obtaining approval from the CFX contact referenced in Paragraph 9 above, so as to avoid, to the extent reasonably practicable, any disruption of or interference with the quiet enjoyment of CFX's property.

13. Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

[SIGNATURE PAGE FOLLOWS]

DUKE ENERGY FLORIDA, INC. d/b/a DUKE ENERGY

By:_____

Print name:_____

Title:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____

Print name:_____

Title:_____

Legal review:_____

Print name:_____

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

DOC# 20140240067 B: 10744 P: 8514
05/14/2014 03:28:21 PM Page 1 of 43
Rec Fee: $367.00
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: WINDERWEEDLE HAINES WARD

SUBORDINATION OF EASEMENTS AGREEMENT

THIS SUBORDINATION OF EASEMENTS AGREEMENT, entered into this 12th day of May, 2014, by and between the **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and **DUKE ENERGY FLORIDA, INC.** d/b/a Duke Energy (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Subordination.** The Utility subordinates to the Authority, its successors and assigns, any and all of its easements only to the extent they encumber listed property in the lands described as follows, to wit:

[See Composite Exhibit "A" attached hereto and incorporated by reference herein]

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.

4. **Relocation of Easements.** Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. **Maintenance Access by the Utility.**

a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.

b. In the exercise of the rights and privileges under Paragraphs 3 and 5a. above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a. above.

6. **Non-Interference with Facilities.** The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property. The Authority is a political subdivision of the State of Florida entitled to sovereign immunity, and has no power or authority to expand the scope of its liability; however, to the extent provided by Florida law, the Authority shall indemnify and hold the Utility harmless from any and all damages and injuries, whether to persons or property, resulting from interference with the Utility's facilities by the Authority or by the Authority's contractors, agents or employees.

7. **Notice of Construction.** Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict 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 the parties. 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. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered
in our presence as witnesses:

Regla Lamaute
Regla Lamaute
(Print Name)

Darlan Mazzillo
Darleen Mazzillo
(Print Name)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: Joseph A Berenis

Print Name: Joseph A Berenis

Title: Dep Exe Director

Approved as to form for execution by the Authorized Signatory of the Orange-Orange County Expressway Authority

By:

Print Name: Robert Simon
Right of Way Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of May, 2014, by Joseph Berenis as Deputy Exec. Dir. of ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a municipal corporation, who is personally known to me or has produced n/a as identification and who did/did not take an oath.

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

Darlan Mazzillo
Notary Public

Darleen Mazzillo
Print Name

Notary Public, State of Florida
Commission No. EE 879488
My commission expires: 3/25/17

Signed, sealed and delivered
in our presence as witnesses:

Lori L. Herring
Lori L. Herring
(Print Name)

Bruce Todd Boyer
Bruce Todd Boyer
(Print Name)

DUKE ENERGY FLORIDA, INC.,
d/b/a Duke Energy

By: _____

Print Name: Daniel Hendricks

Title: Manager Land Srvices Florida

APPROVED
CRAWFORD & BOYER, P.A.
BY: BC
DATE: 5/9/14

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12th day of May, 2014, by Daniel Hendricks as Manager Land Serv. of Duke Energy Florida, Inc. d/b/a Duke Energy, on behalf of the corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Bruce Todd Boyer
Notary Public

Bruce Todd Boyer
Print Name

BRUCE TODD BOYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE087424
Expires 3/26/2015

Notary Public, State of Florida
Commission No. 3/26/15
My commission expires:

COMPOSITE EXHIBIT "A"

LEGAL DESCRIPTIONS
WEKIVA PARKWAY

PROJECT 429-201
PARCEL 104 (Part C)

PROJECT 429-202
PARCEL 800 (Part A)
PARCEL 104
PARCEL 106
PARCEL 107
PARCEL 108
PARCEL 109
PARCEL 110
PARCEL 111
PARCEL 112 (Parts A & B)
PARCEL 113 (Parts A & B)
PARCEL 120 (Parts A & B)
PARCEL 122
PARCEL 123
PARCEL 125
PARCEL 126 (Parts A, B & C)
PARCEL 130 (Parts A & B)
PARCEL 131 (Parts A & B)
PARCEL 132 (Parts A, B & C)
PARCEL 134 (Parts A, B & C)
PARCEL 135
PARCEL 138
PARCEL 140
PARCEL 141
PARCEL 142
PARCEL 143 (Parts A, B & C)
PARCEL 144
PARCEL 145 (Parts A & B)
PARCEL 150
PARCEL 153
PARCEL 154
PARCEL 156 (Parts A & B)
PARCEL 157 (Parts A & B)
PARCEL 158 (Parts A & B)

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-201

PARCEL NO. 104 PART C
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF T.L. SMITH ROAD (PLATTED SORRENTO AVENUE)(VACATED PER DEED BOOK 596, PAGE 467 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) AS SHOWN ON THE MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE SOUTH 89°54'05" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 15.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 40 FEET OF T.L. SMITH RIGHT OF WAY (VACATED PER DEED BOOK 596, PAGE 467 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 02°14'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 594.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°36'47" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO A POINT ON THE FORMER EAST RIGHT OF WAY LINE OF THE AFORESAID T.L. SMITH ROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 02°14'21" EAST ALONG SAID FORMER EAST RIGHT OF WAY LINE, A DISTANCE OF 594.72 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SOUTHWEST 1/4; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°54'05" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5,947 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-201* *PARCEL NO. 104*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 800
PURPOSE: PART A PERMANENT EASEMENT

ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

PARCEL 800 - PART A PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" BROKEN CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 02°14'21" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 615.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°14'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 26.46 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3157, PAGE 702 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°31'58" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 331.05 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 05°53'47" WEST, A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LANDS; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH LINE; THENCE NORTH 89°31'58" EAST, A DISTANCE OF 313.61 FEET TO A POINT; THENCE SOUTH 02°14'21" EAST, A DISTANCE OF 7.11 FEET TO A POINT; THENCE NORTH 89°50'50" EAST, A DISTANCE OF 20.01 FEET TO A POINT ON THE AFORESAID EAST LINE; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 02°14'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 0.80 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°52'35" EAST ALONG SAID NORTH LINE, A DISTANCE OF 60.84 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 21°23'12" EAST, A DISTANCE OF 64.49 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 89°52'35" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 82.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,436 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: APRIL 25, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 800*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY* *SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 104
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING ALL OF LOT 1, BLOCK P, A PORTION OF LOTS 2 AND 3, BLOCK D AND ALL OF THE VACATED RIGHT OF WAY LYING THEREIN, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 1324.24 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'43" EAST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 56.59 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 02°36'45" EAST, A DISTANCE OF 649.99 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST; THENCE NORTH 89°52'35" WEST ALONG SAID NORTH LINE, A DISTANCE OF 60.84 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 02°14'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 0.80 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3157, PAGE 702 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN THE FOLLOWING THREE COURSES ALONG THE NORTH LINE OF SAID LANDS; THENCE SOUTH 89°50'50" WEST, A DISTANCE OF 20.01 FEET TO A POINT; THENCE NORTH 02°14'21" WEST, A DISTANCE OF 7.11 FEET TO A POINT; THENCE SOUTH 89°31'58" WEST, A DISTANCE OF 313.61 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK P, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 02°20'29" WEST ALONG SAID WEST LINE, A DISTANCE OF 642.86 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK P; THENCE NORTH 89°29'17" EAST ALONG SAID NORTH LINE AND THE EASTERLY PROJECTION THEREOF, A DISTANCE OF 334.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.809 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 104*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 106
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 7, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 992.84 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 7, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°40'58" EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID LOT 7, BLOCK E, A DISTANCE OF 54.43 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 02°36'45" EAST, A DISTANCE OF 331.62 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7, BLOCK E; THENCE SOUTH 89°49'43" WEST ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 56.59 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID WESTERLY EXTENSION OF SAID SOUTH LINE OF LOT 7, BLOCK E, RUN NORTH 02°14'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 18,388 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 106*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 107
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 6, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 802.42 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 140 FEET OF LOT 6, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°15'24" EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 140 FEET OF SAID LOT 6, BLOCK E, A DISTANCE OF 53.17 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 02°36'45" EAST, A DISTANCE OF 190.86 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6, BLOCK E; THENCE SOUTH 89°40'58" WEST ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 54.43 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID WESTERLY EXTENSION OF SAID SOUTH LINE OF LOT 6, BLOCK E, RUN NORTH 02°14'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 190.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 10,250 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 21, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 107*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 108
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTH 400 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 924.06 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 400 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°14'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 400.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°29'17" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 249.96 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 01°01'32" WEST, RUN 400.16 FEET ALONG THE ARC OF SAID CURVE, CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 02°01'48", A RADIUS LENGTH OF 11,294.16 FEET, A CHORD BEARING OF NORTH 02°02'26" WEST AND A CHORD LENGTH OF 400.14 FEET TO A POINT ON SAID NORTH LINE; THENCE DEPARTING SAID CURVE, RUN NORTH 89°29'17" EAST, A DISTANCE OF 248.57 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.278 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 21, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 108*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 109
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 140 FEET OF LOT 6, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 662.26 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 6, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°16'56" EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID LOT 6, BLOCK E, A DISTANCE OF 133.21 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 02°44'56" EAST, A DISTANCE OF 140.14 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 140 FEET OF SAID LOT 6, BLOCK E; THENCE SOUTH 89°15'24" WEST ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 134.46 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID WESTERLY EXTENSION OF SAID SOUTH LINE OF LOT 6, BLOCK E, RUN NORTH 02°14'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 140.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 18,748 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 21, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 109*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 8 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 110
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 3, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 331.10 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 3, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°57'22" EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID LOT 3, BLOCK E, A DISTANCE OF 130.34 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 02°44'56" EAST, A DISTANCE OF 329.52 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3, BLOCK E; THENCE SOUTH 89°16'56" WEST ALONG SAID SOUTH LINE AND WESTERLY EXTENSION THEREOF, A DISTANCE OF 133.21 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID WESTERLY EXTENSION OF SAID SOUTH LINE OF LOT 3, BLOCK E, RUN NORTH 02°14'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 331.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.999 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 21, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 110*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 111
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 2, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 166.94 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 39°48'02" EAST, A DISTANCE OF 213.64 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°57'22" WEST ALONG SAID SOUTH LINE AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 130.34 FEET TO THE AFORESAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31; THENCE DEPARTING SAID SOUTH LINE AND THE WESTERLY PROJECTION THEREOF, RUN NORTH 02°14'21" WEST ALONG SAID WEST LINE, A DISTANCE OF 164.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 10,690 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 14, 2013 PROJECT NO: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 111*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY* *SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 10 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 112
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL NO. 112 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°14'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 904.05 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 400 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°29'17" WEST ALONG SAID NORTH LINE, A DISTANCE OF 373.70 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 03°05'03" WEST, RUN 622.17 FEET ALONG THE ARC OF SAID CURVE, CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 03°11'30", A RADIUS LENGTH OF 11,169.16 FEET, A CHORD BEARING OF NORTH 04°40'48" WEST AND A CHORD LENGTH OF 622.09 FEET TO A POINT; THENCE FROM A TANGENT BEARING OF NORTH 06°16'32" WEST, RUN NORTH 37°22'01" EAST, A DISTANCE OF 182.75 FEET TO A POINT; THENCE NORTH 00°27'45" WEST, A DISTANCE OF 138.80 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°27'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 7.500 ACRES, MORE OR LESS

PARCEL NO. 112 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°27'24" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°27'45" EAST, A DISTANCE OF 114.23 FEET TO A POINT; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 46.60 FEET TO A POINT; THENCE NORTH 52°36'26" WEST, A DISTANCE OF 49.54 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 37°23'29" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 106.13 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°27'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 20.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,465 SQUARE FEET, MORE OR LESS

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 14, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 112*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE. (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 11 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 113
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL NO. 113 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6077, PAGE 2248 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°27'24" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°27'45" WEST, A DISTANCE OF 20.10 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE NORTH 89°28'38" EAST ALONG SAID NORTH LINE, A DISTANCE OF 278.71 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5,594 SQUARE FEET, MORE OR LESS.

PARCEL NO. 113 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6077, PAGE 2248 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 89°28'38" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 278.71 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°27'45" EAST, A DISTANCE OF 20.10 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°27'24" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 20.58 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 37°23'29" WEST ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6077, PAGE 2248 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 106.13 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY LINE, RUN NORTH 52°36'26" WEST, A DISTANCE OF 29.99 FEET TO A POINT; THENCE NORTH 00°31'19" WEST, A DISTANCE OF 85.41 FEET TO A POINT ON THE AFORESAID NORTH LINE; THENCE NORTH 89°28'38" EAST ALONG SAID NORTH LINE, A DISTANCE OF 109.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,694 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 14, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 113*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 120
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 120 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 03°29'20" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 662.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°29'20" EAST ALONG SAID EAST LINE, A DISTANCE OF 543.17 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°11'44" WEST, A DISTANCE OF 8.44 FEET TO A POINT; THENCE SOUTH 02°30'34" EAST, A DISTANCE OF 117.83 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°26'22" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 485.28 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°48'28" WEST, A DISTANCE OF 253.89 FEET TO A POINT; THENCE NORTH 07°39'11" EAST, A DISTANCE OF 77.36 FEET TO A POINT; THENCE NORTH 82°20'46" WEST, A DISTANCE OF 27.34 FEET TO A POINT; THENCE NORTH 11°48'28" WEST, A DISTANCE OF 335.35 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°15'35" EAST ALONG SAID NORTH LINE, A DISTANCE OF 592.90 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8.191 ACRES, MORE OR LESS.

PARCEL 120 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 03°29'20" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 1205.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°29'20" EAST ALONG SAID EAST LINE, A DISTANCE OF 117.95 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°26'22" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.46 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 02°30'34" WEST, A DISTANCE OF 117.83 FEET TO A POINT; THENCE NORTH 89°11'44" EAST, A DISTANCE OF 8.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,113 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MARCH 14, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 120*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY* *SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 122
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 661.13 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1289.97 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°26'22" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 60.07 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST, A DISTANCE OF 329.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE NORTH 89°23'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 960.38 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE NORTH 30 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.115 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: APRIL 25, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO. 122	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 123
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 691.15 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 960.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'44" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 960.26 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE NORTH 30 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.661 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: APRIL 25, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 123*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE. (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 125
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 721.18 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 151.21 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 28°37'55" WEST, A DISTANCE OF 133.57 FEET TO A POINT; THENCE NORTH 03°21'13" WEST, A DISTANCE OF 32.96 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 57.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,252 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 125*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 126
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 126 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 03°29'20" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°29'20" EAST ALONG SAID EAST LINE, A DISTANCE OF 631.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'35" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 662.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 615.99 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 45 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 50.87 FEET TO A POINT; THENCE NORTH 00°49'06" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 261.07 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°49'06" EAST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE NORTH 89°10'54" EAST ALONG A LINE 45 FEET SOUTH OF AND PARALLEL TO AFORESAID NORTH LINE, A DISTANCE OF 153.92 FEET TO A POINT; THENCE NORTH 00°49'06" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 194.68 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 9.516 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 126*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 17 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 126
PURPOSE: PART B RIGHT OF WAY
PURPOSE: PART C RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 126 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 613.94 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE SOUTH 00°49'06" EAST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 45 FEET SOUTH OF AND PARALLEL TO AFORESAID NORTH LINE, A DISTANCE OF 50.87 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 15.02 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 51.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 768 SQUARE FEET, MORE OR LESS.

PARCEL 126 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 193.28 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°49'06" EAST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 45 FEET SOUTH OF AND PARALLEL TO AFORESAID NORTH LINE, A DISTANCE OF 153.92 FEET TO A POINT; THENCE NORTH 00°49'06" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 153.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,309 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 126*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 130
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 130 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 132 FEET AND LESS THE WEST 300 FEET OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 352.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 8.74 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2.65 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 171 SQUARE FEET, MORE OR LESS.

PARCEL 130 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 132 FEET AND LESS THE WEST 300 FEET OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 193.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 159.60 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2.65 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE, A DISTANCE OF 167.65 FEET TO A POINT; THENCE SOUTH 00°49'16" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,229 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 23, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 130*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 19 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 131
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 131 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 361.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 258.41 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'06" WEST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 40.87 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 476.46 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 132 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 299.71 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°01'31" EAST ALONG SAID EAST LINE, A DISTANCE OF 506.03 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.455 ACRES, MORE OR LESS.

PARCEL 131 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 613.94 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 41.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 40.87 FEET TO A POINT; THENCE SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,232 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 131*	*GEODATA CONSULTANTS, INC* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 132
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
PURPOSE: PART C RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 132 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 661.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'54" WEST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO A POINT; THENCE NORTH 15°09'30" WEST, A DISTANCE OF 175.47 FEET TO A POINT ON THE NORTH LINE OF NORTH 200 FEET OF SOUTH 230 FEET OF EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 115.50 FEET TO A POINT ON AFORESAID EAST LINE; THENCE SOUTH 00°01'37" EAST ALONG SAID EAST LINE, A DISTANCE OF 170.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 15,742 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 30, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 132*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 132
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
PURPOSE: PART C RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 132 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 661.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 145.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 145.01 FEET TO A POINT ON AFORESAID EAST LINE; THENCE SOUTH 00°01'37" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,350 SQUARE FEET, MORE OR LESS.

PARCEL 132 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 806.33 FEET TO A POINT ON THE WEST LINE OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 170.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 29.51 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 15°09'30" EAST, A DISTANCE OF 175.47 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE, A DISTANCE OF 75.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,911 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 30, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 132*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 134
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
PURPOSE: PART C RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 134 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 661.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 230.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 115.50 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°01'37" WEST, A DISTANCE OF 438.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°15'41" EAST ALONG SAID NORTH LINE, A DISTANCE OF 115.50 FEET TO A POINT ON AFORESAID EAST LINE; THENCE SOUTH 00°01'37" EAST ALONG SAID EAST LINE, A DISTANCE OF 438.28 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.162 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 30, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 134*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 134
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
PURPOSE: PART C RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 134 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 661.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 125.30 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°49'06" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 125.71 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°01'37" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,765 SQUARE FEET, MORE OR LESS.

PARCEL 134 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 806.33 FEET TO A POINT ON THE WEST LINE OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 230.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'37" WEST ALONG SAID WEST LINE A DISTANCE OF 438.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'41" EAST ALONG SAID NORTH LINE, A DISTANCE OF 29.51 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'37" EAST, A DISTANCE OF 438.44 FEET TO A POINT ON AFORESAID NORTH LINE OF THE NORTH 200 FEET; THENCE SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 29.51 TO THE POINT OF BEGINNING.

CONTAINING 12,939 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 30, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 134*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 24 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 135
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE NORTH 00°06'03" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 535.52 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 132 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 408.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 254.36 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 131.84 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'41" WEST ALONG SAID NORTH LINE, A DISTANCE OF 115.50 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 1019.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°41'41" EAST ALONG SAID NORTH LINE, A DISTANCE OF 318.21 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°02'40" EAST ALONG SAID WEST LINE, A DISTANCE OF 333.49 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°21'06" EAST ALONG SAID NORTH LINE, A DISTANCE OF 113.10 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 10°07'33" EAST, A DISTANCE OF 807.60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8.334 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 135*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 138
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE NORTH 00°06'03" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 1331.55 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'06" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 551.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°21'06" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 113.10 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°02'40" WEST ALONG SAID WEST LINE, A DISTANCE OF 333.49 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'42" EAST ALONG SAID NORTH LINE, A DISTANCE OF 32.11 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 13°43'46" EAST, A DISTANCE OF 342.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.556 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 138*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 140
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT "PRM LB 4475"; THENCE SOUTH 89°32'11" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 942.88 FEET TO A POINT ON THE EAST LINE OF THE WEST 393 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°13'37" EAST ALONG SAID EAST LINE, A DISTANCE OF 333.65 FEET TO A POINT ON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°29'21" WEST ALONG SAID NORTH LINE, A DISTANCE OF 59.50 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°04'35" EAST ALONG SAID WEST LINE, A DISTANCE OF 333.60 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°26'53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 333.15 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°02'40" EAST ALONG SAID WEST LINE, A DISTANCE OF 333.22 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING WEST LINE, RUN SOUTH 89°41'41" WEST ALONG SAID NORTH LINE, A DISTANCE OF 318.21 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 565.58 FEET TO THE POINT OF CURVATURE; THENCE RUN 450.77 FEET ALONG THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A DELTA ANGLE OF 02°19'53", A RADIUS LENGTH OF 11,078.00 FEET, A CHORD BEARING OF NORTH 10°21'47" WEST AND A CHORD LENGTH OF 450.74 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHEAST 1/4; THENCE NORTH 89°32'11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 236.67 FEET TO THE POINT OF BEGINNING

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4.943 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MARCH 14, 2013 PROJECT NO : H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 140*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 27 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 141
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT "PRM LB 4475"; THENCE SOUTH 89°32'11" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 807.30 FEET TO A POINT ON A CURVE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE AND FROM A TANGENT BEARING OF SOUTH 07°28'59" EAST, RUN 673.40 FEET ALONG THE ARC OF SAID CURVE, CONCAVE TO THE EAST, HAVING A DELTA ANGLE OF 01°56'33", A RADIUS LENGTH OF 19,862.00 FEET, A CHORD BEARING OF SOUTH 08°27'15" EAST AND A CHORD LENGTH OF 673.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID CURVE, RUN SOUTH 89°26'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 292.32 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°04'35" WEST ALONG SAID WEST LINE, A DISTANCE OF 333.60 FEET TO A POINT ON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°29'21" EAST ALONG SAID NORTH LINE, A OF DISTANCE OF 59.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 393 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°13'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 333.65 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°32'11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 135.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.244 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MARCH 14, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 141*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 142
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 661.13 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 126.82 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°49'06" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 125.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,785 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 142*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 29 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 143
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
PURPOSE: PART C RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 143 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 352.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 261.06 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 261.06 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 7,832 SQUARE FEET, MORE OR LESS.

PARCEL 143 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 613.94 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 51.53 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 47.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,481 SQUARE FEET, MORE OR LESS.

PARCEL 143 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 193.28 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 153.92 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 159.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,703 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 143*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 144
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 361.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 200 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO A POINT ON AFORESAID EAST LINE OF WEST 300 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'31" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 23, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 144*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 145
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 145 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 461.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 200 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 152.32 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 158.41 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'31" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4,661 SQUARE FEET, MORE OR LESS.

PARCEL 145 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 613.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 47.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.28 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,330 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 23, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 145*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 32 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 150
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT "PRM LB 4475"; THENCE SOUTH 89°32'11" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 807.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°32'11" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 528.35 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°11'22" WEST ALONG SAID WEST LINE, A DISTANCE OF 2009.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°59'56" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1345.99 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°06'25" WEST ALONG SAID EAST LINE, A DISTANCE OF 663.80 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°48'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 869.59 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°02'39" EAST, A DISTANCE OF 839.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF SOUTH 06°01'58" EAST, RUN 502.76 FEET ALONG THE ARC OF SAID CURVE, CONCAVE TO THE EAST, HAVING A DELTA ANGLE OF 01°27'01", A RADIUS LENGTH OF 19,862.00 FEET, A CHORD BEARING OF SOUTH 06°45'28" EAST AND A CHORD LENGTH OF 502.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 35.380 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MARCH 14, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 150*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 153
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 153 LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE, NO IDENTIFICATION; THENCE SOUTH 00°06'25" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 663.89 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°59'56" WEST ALONG SAID NORTH LINE, A DISTANCE OF 952.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°59'56" WEST ALONG SAID NORTH LINE, A DISTANCE OF 393.39 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°11'22" WEST ALONG SAID WEST LINE, A DISTANCE OF 334.10 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°56'51" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 394.23 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°02'39" EAST, A DISTANCE OF 333.73 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.019 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MARCH 21, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 153*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 337* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 154
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 154 - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 954.37 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°02'39" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 33 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'39" EAST, A DISTANCE OF 303.21 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°56'51" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 394.23 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°11'22" WEST ALONG SAID WEST LINE, A DISTANCE OF 304.10 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY EASEMENT LINE; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°49'04" EAST ALONG SAID SOUTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 395.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.751 ACRES, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MARCH 21, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 154*	*GEODATA CONSULTANTS, INC* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 156
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 156 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1011 73 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 632.41 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°59'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 69.06 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°15'01" EAST, A DISTANCE OF 632.65 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY EASEMENT LINE; THENCE NORTH 89°49'04" WEST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 73.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.035 ACRES, MORE OR LESS.

PARCEL 156 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 937.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°49'04" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 73.76 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'04" EAST ALONG SAID NORTH EASEMENT RIGHT OF WAY LINE, A DISTANCE OF 73.55 FEET TO A POINT; THENCE DEPARTING SAID NORTH EASEMENT RIGHT OF WAY LINE, RUN SOUTH 00°15'01" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,210 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MARCH 21, 2013 PROJECT NO. H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 156*	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 36 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 157
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 157 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1011.73 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'04" WEST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.92 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN NORTH 00°13'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 631.89 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°59'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 168.24 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°09'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 632.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.447 ACRES, MORE OR LESS.

PARCEL 157 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1011.73 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°49'04" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 168.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°13'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'04" EAST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.92 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN SOUTH 00°09'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,068 SQUARE FEET, MORE OR LESS

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MARCH 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 157*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 37 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 158
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 158 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1180.69 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°13'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'04" WEST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.52 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 631.36 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°59'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 168.24 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°13'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 631.89 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY

CONTAINING 2.442 ACRES, MORE OR LESS.

PARCEL 158 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1180.69 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°49'04" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 168.53 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'04" EAST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.52 FEET TO A POINT ON THE AFORESAID EAST LINE; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN SOUTH 00°13'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,056 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MARCH 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 158*	*GEODATA CONSULTANTS, INC* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

COMPOSITE EXHIBIT "A" to Subordination of Easements Agreement
Page 38 of 38

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-201

PARCEL NO. 801
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 6, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 02°14'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 615.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 82.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°07'25" WEST, A DISTANCE OF 20.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°36'47" WEST ALONG SAID SOUTH LINE OF THE NORTH 730 FEET, A DISTANCE OF 50.00 FEET TO A POINT ON THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS RECORDED IN OFFICIAL RECORDS BOOK 9982, PAGE 2019 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 730 FEET, RUN NORTH 00°07'25" EAST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 20.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,025 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: DECEMBER 12, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 801

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

DUKE ENERGY FLORIDA, INC.'S EASEMENT

Owner ("Owner") is the owner of an interest in certain property located in Orange County, Florida, being more particularly described as **Parcel 801**. The Authority has condemned certain easements in connection with the construction of a portion of the S.R. 429 (the "Project") including the construction and/or relocation of certain utility distribution poles or transmission structures, and appurtenant improvements over and upon the Owner's property. This easement is condemned for the benefit of **DUKE ENERGY FLORIDA, INC., a Florida corporation d/b/a Duke Energy** ("DUKE") Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees. DUKE has the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the property described as **Parcel 801** (the "Easement Area"), together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures, poles, wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

DUKE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in DUKE's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the Owner by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, DUKE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

Owner shall not locate and/or construct any trees, buildings, structures, ponds, or obstacles within the Easement Area nor shall Owner alter ground elevation by more than two (2) feet.

Owner shall have all other rights in and to said Easement Area not inconsistent with (i) DUKE's right to the safe and efficient operation and maintenance of said electric transmission

and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) DUKE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, Owner shall obtain from DUKE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-201

PARCEL NO. 804
PURPOSE:
ESTATE:

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOTS 6 AND 7, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 02°14'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 615.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 82.01 FEET TO A POINT ON THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS RECORDED IN OFFICIAL RECORDS BOOK 9982, PAGE 2019 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°07'25" WEST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 20.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 89°36'47" EAST ALONG SAID SOUTH LINE OF THE NORTH 730 FEET, A DISTANCE OF 50.00 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 730 FEET, RUN SOUTH 00°07'25" WEST, A DISTANCE OF 476.26 FEET TO A POINT ON AFORESAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE; THENCE RUN THE FOLLOWING THREE COURSES ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE; THENCE NORTH 88°09'58" WEST, A DISTANCE OF 8.52 FEET TO A POINT; THENCE NORTH 40°24'00" WEST, A DISTANCE OF 63.85 FEET TO A POINT; THENCE NORTH 00°07'25" EAST, A DISTANCE OF 427.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.523 ACRES, MORE OR LESS

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 104 & 804

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

DUKE ENERGY FLORIDA, INC.'S EASEMENT

Owner ("Owner") is the owner of an interest in certain property located in Orange County, Florida, being more particularly described as **Parcel 804**. The Authority has condemned certain easements in connection with the construction of a portion of the S.R. 429 (the "Project") including the construction and/or relocation of certain utility distribution poles or transmission structures, and appurtenant improvements over and upon the Owner's property. This easement is condemned for the benefit of **DUKE ENERGY FLORIDA, INC., a Florida corporation d/b/a Duke Energy** ("DUKE") Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees. DUKE has the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the property described as **Parcel 804** (the "Easement Area"), together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures, poles, wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

DUKE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in DUKE's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the Owner by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, DUKE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

Owner shall not locate and/or construct any trees, buildings, structures, ponds, or obstacles within the Easement Area nor shall Owner alter ground elevation by more than two (2) feet.

Owner shall have all other rights in and to said Easement Area not inconsistent with (i) DUKE's right to the safe and efficient operation and maintenance of said electric transmission

and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) DUKE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, Owner shall obtain from DUKE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 800
PURPOSE: PART A PERMANENT EASEMENT
PURPOSE: PART B PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

PARCEL 800 - PART B PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" BROKEN CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 02°14'21" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 615.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 82.01 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 21°23'12" WEST, A DISTANCE OF 64.49 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°52'35" EAST ALONG SAID NORTH LINE, A DISTANCE OF 67.61 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 05°37'07" EAST, A DISTANCE OF 60.30 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°52'35" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,528 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: APRIL 25, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 800*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY* *SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

DUKE ENERGY FLORIDA, INC.'S EASEMENT

Owner ("Owner") is the owner of an interest in certain property located in Orange County, Florida, being more particularly described as **Parcel 800 (Part B)**. The Authority has condemned certain easements in connection with the construction of a portion of the S.R. 429 (the "Project") including the construction and/or relocation of certain utility distribution poles or transmission structures, and appurtenant improvements over and upon the Owner's property. This easement is condemned for the benefit of **DUKE ENERGY FLORIDA, INC., a Florida corporation d/b/a Duke Energy** ("DUKE") Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees. DUKE has the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the property described as **Parcel 800 (Part B)** (the "Easement Area"), together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures, poles, wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

DUKE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in DUKE's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the Owner by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, DUKE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

Owner shall not locate and/or construct any trees, buildings, structures, ponds, or obstacles within the Easement Area nor shall Owner alter ground elevation by more than two (2) feet.

Owner shall have all other rights in and to said Easement Area not inconsistent with (i) DUKE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) DUKE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, Owner shall obtain from DUKE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 804
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOTS 2 AND 3, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 1324.24 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'43" EAST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 56.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°49'43" EAST ALONG SAID NORTH LINE, A DISTANCE OF 50.05 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 02°36'45" EAST, A DISTANCE OF 317.17 FEET TO A POINT; THENCE SOUTH 05°37'07" EAST, A DISTANCE OF 334.38 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST; THENCE NORTH 89°52'35" WEST ALONG SAID NORTH LINE, A DISTANCE OF 67.61 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 02°36'45" WEST, A DISTANCE OF 649.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.813 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 28, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 104 & 804*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY* *SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

DUKE ENERGY FLORIDA, INC.'S EASEMENT

Owner ("Owner") is the owner of an interest in certain property located in Orange County, Florida, being more particularly described as **Parcel 804**. The Authority has condemned certain easements in connection with the construction of a portion of the S.R. 429 (the "Project") including the construction and/or relocation of certain utility distribution poles or transmission structures, and appurtenant improvements over and upon the Owner's property. This easement is condemned for the benefit of **DUKE ENERGY FLORIDA, INC., a Florida corporation d/b/a Duke Energy** ("DUKE") Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees. DUKE has the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the property described as **Parcel 804** (the "Easement Area"), together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures, poles, wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

DUKE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in DUKE's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the Owner by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, DUKE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

Owner shall not locate and/or construct any trees, buildings, structures, ponds, or obstacles within the Easement Area nor shall Owner alter ground elevation by more than two (2) feet.

Owner shall have all other rights in and to said Easement Area not inconsistent with (i) DUKE's right to the safe and efficient operation and maintenance of said electric transmission

and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) DUKE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, Owner shall obtain from DUKE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 806
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 7, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6"CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 992.84 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 7, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°40'58" EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID LOT 7, BLOCK E, A DISTANCE OF 54.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°40'58" EAST ALONG SAID NORTH LINE, A DISTANCE OF 50.04 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 02°36'45" EAST, A DISTANCE OF 331.75 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7, BLOCK E; THENCE SOUTH 89°49'43" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 50.05 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE OF LOT 7, BLOCK E, RUN NORTH 02°36'45" WEST, A DISTANCE OF 331.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,584 SQUARE FEET, MORE OR LESS

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: FEBRUARY 28, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 106 & 806

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

DUKE ENERGY FLORIDA, INC.'S EASEMENT

Owner ("Owner") is the owner of an interest in certain property located in Orange County, Florida, being more particularly described as **Parcel 806**. The Authority has condemned certain easements in connection with the construction of a portion of the S.R. 429 (the "Project") including the construction and/or relocation of certain utility distribution poles or transmission structures, and appurtenant improvements over and upon the Owner's property. This easement is condemned for the benefit of **DUKE ENERGY FLORIDA, INC., a Florida corporation d/b/a Duke Energy** ("DUKE") Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees. DUKE has the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the property described as **Parcel 806** (the "Easement Area"), together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures, poles, wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

DUKE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in DUKE's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the Owner by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, DUKE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

Owner shall not locate and/or construct any trees, buildings, structures, ponds, or obstacles within the Easement Area nor shall Owner alter ground elevation by more than two (2) feet.

Owner shall have all other rights in and to said Easement Area not inconsistent with (i) DUKE's right to the safe and efficient operation and maintenance of said electric transmission

and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) DUKE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, Owner shall obtain from DUKE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 807
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 6, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 802.42 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 140 FEET OF LOT 6, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°15'24" EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 140 FEET OF SAID LOT 6, BLOCK E, A DISTANCE OF 53.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°15'24" EAST ALONG SAID NORTH LINE, A DISTANCE OF 50.03 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 02°36'45" EAST, A DISTANCE OF 191.23 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6, BLOCK E; THENCE SOUTH 89°40'58" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 50.04 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE OF LOT 6, BLOCK E, RUN NORTH 02°36'45" WEST, A DISTANCE OF 190.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,552 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: FEBRUARY 21, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 107 & 807

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

DUKE ENERGY FLORIDA, INC.'S EASEMENT

Owner ("Owner") is the owner of an interest in certain property located in Orange County, Florida, being more particularly described as **Parcel 807**. The Authority has condemned certain easements in connection with the construction of a portion of the S.R. 429 (the "Project") including the construction and/or relocation of certain utility distribution poles or transmission structures, and appurtenant improvements over and upon the Owner's property. This easement is condemned for the benefit of **DUKE ENERGY FLORIDA, INC., a Florida corporation d/b/a Duke Energy** ("DUKE") Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees. DUKE has the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the property described as **Parcel 807** (the "Easement Area"), together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures, poles, wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

DUKE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in DUKE's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the Owner by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, DUKE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

Owner shall not locate and/or construct any trees, buildings, structures, ponds, or obstacles within the Easement Area nor shall Owner alter ground elevation by more than two (2) feet.

Owner shall have all other rights in and to said Easement Area not inconsistent with (i) DUKE's right to the safe and efficient operation and maintenance of said electric transmission

and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) DUKE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, Owner shall obtain from DUKE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 811
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 2, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'35" EAST ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 2, BLOCK E, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 36.48 FEET TO A POINT; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 08°18'17" EAST, A DISTANCE OF 131.64 FEET TO A POINT; THENCE SOUTH 06°52'20" EAST, A DISTANCE OF 67.93 FEET TO A POINT; THENCE NORTH 39°48'02" WEST, A DISTANCE OF 91.63 FEET TO A POINT ON AFORESAID WEST LINE; THENCE NORTH 02°14'21" WEST ALONG SAID WEST LINE, A DISTANCE OF 126.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,269 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 14, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 111 & 811*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *1349 SOUTH INTERNATIONAL PARKWAY* *SUITE 2401* *LAKE MARY, FLORIDA 32746* *VOICE: (407) 732-6965* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

DUKE ENERGY FLORIDA, INC.'S EASEMENT

Owner ("Owner") is the owner of an interest in certain property located in Orange County, Florida, being more particularly described as **Parcel 811**. The Authority has condemned certain easements in connection with the construction of a portion of the S.R. 429 (the "Project") including the construction and/or relocation of certain utility distribution poles or transmission structures, and appurtenant improvements over and upon the Owner's property. This easement is condemned for the benefit of **DUKE ENERGY FLORIDA, INC., a Florida corporation d/b/a Duke Energy** ("DUKE") Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees. DUKE has the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the property described as **Parcel 811** (the "Easement Area"), together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures, poles, wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

DUKE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in DUKE's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the Owner by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, DUKE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

Owner shall not locate and/or construct any trees, buildings, structures, ponds, or obstacles within the Easement Area nor shall Owner alter ground elevation by more than two (2) feet.

Owner shall have all other rights in and to said Easement Area not inconsistent with (i) DUKE's right to the safe and efficient operation and maintenance of said electric transmission

and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) DUKE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, Owner shall obtain from DUKE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

Duke Energy Distribution

Project Title: Wekiva Parkway, 429-202	County Road Number
State Road No: 429	City Road
	Project No. 429-202

UTILITY AGENCY/OWNER (UAO): Progress Energy of Florida, Inc. (Distribution)

A. **Summary of Utility Work and Execution**

NON-CONSTRUCTION ITEMS	ESTIMATED CALENDAR DAYS	CONSTRUCTION ITEMS	ESTIMATED CALENDAR DAYS
Preliminary	60	Prior to OOCEA Project Construction	0
Material Procurement	30	During OOCEA Project Construction	230
Right-of-way Acquisition		Total	230
Other	30		
Total	120		

This document has been developed as a method for a Utility Agency/Owner (UAO) to transmit to the Orlando-Orange County Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this OOCEA project. The following data is based on OOCEA preliminary construction plans dated February 2014. Any deviation by the OOCEA or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the OOCEA of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not reponsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the OOCEA in writing prior to starting, stopping, resuming, or completing work.

During the project, the UAO shall locate their facilities within 48 hours of notice to their

Representative ___ROBB BROWN_____ Telephone Number, ___352-459-4671_____ .

This UAO's Field Representative is __BOB BIBIK_____ Telephone Number, _____863-241-3940_____ .

This document is a printout of an OOCEA form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changed reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document."

No changes to forms document
Appendix "Changes to Forms Document" is attached. Number of Attachment Pages.

Authorized Utility/Agent:

(Signature) — 10/15/14 (Date) 4/25/2014

Bob Bibik
(Printed Name)
Project Designer
(Title)

Acceptance by OOCEA:

(Signature) — 10/17/14 (Date)

(Printed Name)
(Title)

Project Title: Wekiva Parkway, 429-202	County Road Number
State Road No: 429	City Road
	Project No: 429-202

UTILITY AGENCY/OWNER (UAO): Duke Energy Distribution of Florida, Inc. (Distribution)

B. Special Conditions / Constraints

1 Facilities locates to be done through State One Cal of Florida (1-800-423-4770). Duke Energy Distribution Corporation locates are done by Central Locate Services (352-343-8770)

2 Any bracing or holding of this UAO's poles will require 10 days advance written notice via email to Michael.Edkin@pgnmail.com and will be pending the availability of resources (equipment and workforce). Holding/bracing of poles may not be possible at all locations due to truck accessability with regards to the proposed slope change.

3 The OOCEA or its' contractor to provide in areas immediately adjacent to construction cleared, grubbed, staked and finished grade staked, as well as stationing as required for, and prior to, installation of Duke Energy Distribution facilities (final grade stakes will not be needed when final grade is within 1ft of natural ground) This would include all work prior to road construction. Stakes with finished grade, proposed structures and centerline of proposed pipes (with inverse) required, as described on the dependent activities, prior to start of Duke Energy Distribution Distribution work.

4 In most cases when Joint-Use tenants (CATV/phone/fiber/etc) are underbuilt to Duke Energy Distribution facilities, the poles will be topped (above the joint user) when the distribution activities are complete. The pole(s) will be removed within 30 days of contact by either the Joint-User, OOCEA, and/or its roadway contractor that the Joint-users activities are complete.

5 Duke Energy Distribution requires 120 days from the start of construction by the road contractor to design and schedule work, secure construction resources and receive material required for the project. These additional days have been added to the NON CONSRUCTION ITEMS .

6 All normal relocation activities performed by this utility will be done during its regular working hours. No night time relocation activities involving energized conductors will be performed, with the exception of outage restoration or other such emergency work.

7 All new electric service rquired by OOCEA or its contractor will be required to conform to this UAO's "Requirements for Electric Services and Meter Installation" (latest edition).

9 Duke Energy Distribution requires approved OOCEA permit 6 weeks prior to start of construction.

10 Work estimated in "Consecutive Calendar Days" are assumed to be non-inclement weather days. Duke Energy Distribution's resources can also be affected by weather not directly contacting the Central Florida region as the company supplies support to other utility companies in surrounding areas and states.

11 Per OSHA standards, Road Contractor may not work within 10' of energized conductors. Duke Energy Distribution WILL NOT cover energized lines to allow contractor to encroach on the 10' limit.

Project Title: Wekiva Parkway, 429-202	County Road Number
State Road No: 429	City Road
	Project No: 429-202

UTILITY AGENCY/OWNER (UAO): DUKE Energy of Florida, Inc. (Distribution)

C. | **Disposition of Facilities (List All Existing & Proposed) on Project:**

UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFF SET TO BASELINE FROM	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTIVE CALENDAR DAYS
SR 429				
FROM 95+00 171' RT. TO 98+00 171' RT. ALL DUKE ENERGY 12,470v DISTRIBUTION TRANSMISSION UNDERBUILT FACILITIES	**TO REMAIN**	**N/A**	**N/A**	**N/A**
AT 97+38, 171' RT. WOOD POLE & APPURTENANCES	**TO BE INSTALLED**	**LOCATES**	**PH 1**	**1**
FROM 98+00 171' RT. TO 125+13 131' RT. ALL DUKE ENERGY 12,470v DISTRIBUTION TRANSMISSION UNDERBUILT FACILITIES	**TO BE REMOVED**	**LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED**	**PH I**	**28**
AT 101+35, 120' RT. WOOD POLE & APPURTENANCES	**TO BE REMOVED**	**LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED**	**PH I**	**1**

FROM 101+35, 120' RT. TO 101+64 150' RT. 120/240V O.E. & B.E. DISTRIBUTION LINE AND APPURTENANCES	O.E. TO BE REMOVED, B.E. EQUIPMENT & APPURTENANCES TO REMOVED, CONDUCTOR TO BE PLACED OUT OF SERVICE IN PLACE	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED	PH 1	1
AT 105+22, 215' LT. WOOD POLE & APPURTENANCES	TO REMAIN	N/A	N/A	N/A
AT 105+60, 195' RT. WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1
AT 105+60, 195' RT. TO 105+64 208' LT. 12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MIMIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	14
AT 105+60, 195' RT. TO 105+64, 208' LT. 12,470V & 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
AT 105+60, 230' LT. WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1

FROM 104+83, 195' LT. TO 105+43, 215' LT. 12,470V & 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED	PH 1	1
FROM 105+60, 232' LT. TO 108+06, 235' LT. 12,470V & 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED, EASEMENTS EXECUTED AS REQUIRED	PH 1	3
FROM 105+60, 215 LT. TO 108+53, 220 LT. 12,470V & 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 115+22, 180' RT. TO 118+15, LA R/W+ 1' RT. 12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	3
AT 124+68, LA R/W +1' RT. WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1
FROM 124+73, 126' RT. TO 124+68, LA R/W+ 1' RT. 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	1

FROM 125+25, 142' RT. TO 125+65, R/W+ *1' LT.* 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	1
FROM 137+95, 240+' RT. TO 138+85, LA R/W+ *1' LT.* 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	1
FROM 149+68, 01' RT. TO 151+95, 01' RT. 12,470V B.E. CONDUCTOR	TO BE REMOVED	LOCATES, PERMITS, REPLACEMENT FACILITES ENERGIZED, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED	PH 1	1
FROM 152+30, 125' RT. TO 153+43, 145' RT. 12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2

FROM 152+75, 170' LT. TO 157+03, 45' RT. 12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 179+23, 55' RT. TO 181+35, LA R/W +1' RT. 12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 202+99, 24' LT. TO 205+90, LA R/W + RT. 12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
AT 205+90, 195' LT. WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1
AT 205+90, 220' RT. WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1
AT 105+60, 230' LT. WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1

FROM 205+90, 195' LT. TO 205+90, 220' RT. 12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 205+90, 105' RT. TO 205+55, 155' RT. 12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 205+90, 180' LT. TO 211+42, 143' RT. 12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 205+90, 217' LT. TO 209+83, 188' LT. 12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	3
FROM 212+82, 02' RT. TO 213+95, 05' RT., 175' LT. 12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2

CONNECTOR ROAD				
FROM 66+02, 177' LT. TO 71+90, 130' LT. 12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 6" PVC CONDUIT WITH TWO 6" PVC SPARE CONDUITS@ A MIMIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	15
STANTON RIDGE				
FROM 126+90 133' LT. TO 138+53, 77' LT. ALL 12,470 & 120/240 B.E. CONDUCTOR & APPURTENANCES WITHIN STANTON RIDGE SUBDIVISON WITHIN LA R/W	ALL APPURTENANCES TO REMOVED, CONDUCTOR TO BE REMOVED OR PLACED OUT OF SERVICE IN PLACE	N/A	N/A	30
FROM C/L CONST. SR 429 118+15, LA R/W +1' LT. TO C/L KIOWA AVE 115+14, 260' LT. 12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 2" PVC CONDUIT @ A MIMIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	30
BELGIAN ST				
FROM 61+42, 33' LT. TO 65+75, 30' LT. 12,470 B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MIMIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	14
FROM 59+35, 33' LT. & 25' RT. TO 61+42, 33' LT. & 25' RT 120/240 B.E. CONDUCTOR	APPURTENANCES TO REMOVED, CONDUCTOR TO BE PLACED OUT OF SERVICE IN PLACE	LOCATES, PERMITS	PH 1	5

FROM 61+42, 27' LT. & 27' RT. TO 65+75, 27' LT. & 27' RT. 12,470 B.E. CONDUCTOR	TO REMAIN	N/A	N/A	0
YOTHERS RD				
FROM 117+20, 17' LT. TO 118+52, 17' LT. 12,470V & 120/240v O.E & APPURTENANCES	TO REMAIN	N/A	N/A	N/A
AT 117+44, 17' LT. WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	1
AT 117+60, 17' LT. WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	1
FROM 118+52, 17' LT. TO 118+95 17' LT. 12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS	PH 1	1
FROM 117+44, 17' LT. TO 119+05, 145' RT. 12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MIMIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	7

FROM 117+44, 17' LT. TO 118+70, 25' RT. 12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MIMIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	7
FROM 117+60, 17' LT. TO 125+98, 22' RT. 12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 6" PVC CONDUIT W/2 6" SPARE PVC CONDUITS @ A MIMIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	21
FROM 119+05, 145' RT. TO 124+77 23' RT. 12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS	PH 1	5
FROM 119+95 17' LT. TO 119+95 27' RT. 12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS	PH 1	1
FROM 124+77, 23' RT. TO 131+50, 23' RT. 12,470V O.E & APPURTENANCES	TO REMAIN	N/A	N/A	N/A
ACESS ROAD				
FROM 214+23, 27' LT. TO 200+45, 20' RT. 12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MIMIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	7

Duke Energy Transmission

Orlando Orange County Expressway Authority
UTILITY WORK SCHEDULE

Project Title: Wekiva Parkway, 429-202	County Road Number: n/a
State Road No.: 429	City Road: n/a
	Project Number 429-202

UTILITY AGENCY/OWNER (UAO): Duke Energy - Transmission

A. **Summary of Utility Work and Execution**

NON-CONSTRUCTION ITEMS	ESTIMATED CALENDAR DAYS	CONSTRUCTION ITEMS	ESTIMATED CALENDAR DAYS
Preliminary	90	Prior to OOCEA Project Construction	0
Material Procurement	120	During OOCEA Project Construction	42
Right-of-Way Acquisition		Total	42
Other	60		
Total	270		

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Orlando-Orange County Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this OOCEA project. The following data is based on OOCEA 100% preliminary design plans dated 2/28/2014 Any deviation by the OOCEA or its Contractor from the plans, as provided, may render this work schedule null and void. Upon notification by OOCEA of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the OOCEA in writing prior to starting, stopping, resuming, or completing work.

During the project, the UAO shall locate their facilities within 48 hours of notice to their

Representative Ed Burkot, Telephone Number (407) 942-9453

This UAO's Field Representative is Luis Huertas, Telephone Number (407)-942-9683.

This document is a printout of an OOCEA form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

X No changes to forms document.

___ Appendix "Changes to Forms Document" is attached. ___ Number of Attachment Pages.

Authorized Utility Agent:

Ed Burkot — (Signature)
5-30-2014 — (Date)
Ed Burkot — (Printed Name)
Senior Engineer — (Title)

Acceptance by OOCEA

(Signature)
10/17/14 — (Date)
G John Hornbeck — (Printed Name)
Project Manager — (Title)

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Orlando Orange County Expressway Authority
UTILITY WORK SCHEDULE

Project Title: Wekiva Parkway	County Road Number:
State Road No.: 429	City Road:
	Project Number: 429-202

UTILITY AGENCY/OWNER (UAO): Duke Energy - Transmission

B. Special Conditions / Constraints

1) Notifications to DUKE ENERGY-TRANSMISSION:

a. Any temporary bracing or holding of DUKE ENERGY-TRANSMISSION poles—existing, temporary or new (not in service)—required for OOCEA construction will require 30-working-days' advance notice to the DUKE ENERGY-TRANSMISSION Field Representative. Also, when OOCEA roadway contractor is excavating near or around DUKE ENERGY-TRANSMISSION facilities, they shall send notification to the UAO Field representative to arrange for a field meeting, and evaluation of work procedures.

b. When requesting outages, the OOCEA and their roadway contractor must follow the following guidelines:

i. DUKE Energy Transmission requires 21-days' lead time for any requested outage for any transmission line; total, start-to-finish, duration for each requested outage is required, along with daily time frames.

ii. In cases where multiple transmission lines are impacted by the project, DUKE ENERGY-TRANSMISSION will only allow one circuit out of service at any given time.

iii. If at any time a de-energized line will need to be placed back into service, such as a system emergency (e.g. hurricane, loss of another transmission line, and/or extreme load, etc.) DUKE ENERGY-TRANSMISSION will ask the roadway contractor, within a two-hour period, to shut down any construction that would restrict DUKE ENERGY-TRANSMISSION construction crews from placing the de-energized line back into service.

iv. Typically, any de-energizing of any DUKE ENERGY-TRANSMISSION lines can only occur during the following time periods: October 1st to November 15th, and March 1st to April 15th. Any additional required de-energized time periods needed throughout the project will need to be coordinated with either the UAO Field or Project Representative.

v. De-energized time periods can NOT exceed a two week duration; a new request is required if additional outage time is needed.

vi. DUKE ENERGY-TRANSMISSION can NOT guarantee that the roadway contractor will get the approval for the outage; it is the roadway contractor's responsibility to follow up with the UAO Field representative. If for any reason the outage was approved but can't be accomplished, then DET will reserve the right to cancel the outage with *2-hours' notice in advance.*

2) When doing any work or task under or near any DET facilities, all equipment shall be properly grounded.

3) All proposed structures are to be placed so that there will be no encroachment into the OSHA-determined buffer zone(s) of any existing DET conductors.

4) Any relocation of existing or proposed DET facilities that are required to accommodate roadway construction will require notice sufficient to cover analysis, design, material logistics & mobilization/demobilization.

5) Upon completion of any or all of this utility's relocations—as described in this approved Utility Work Schedule—any additional relocation of this utility's newly installed system that is required due to deviation by the OOCEA or its roadway contractor from the plans as provided to this utility will be done at the expense of the OOCEA. Upon notification of such change, this utility will proceed with the design and construction of the additional relocation within the standard work schedule of this utility.

6) The OOCEA roadway contractor is prohibited from stacking material (soils, fill dirt, gravel, etc.) under or near energized overhead power lines.

7) When the OOCEA roadway contractor is excavating around DUKE ENERGY-TRANSMISSION facilities, they shall provide at least a 15-foot horizontal clearance to the facility; if this cannot be met, a notification must be sent to the UAO Field representative to arrange for a field meeting

8) Existing light pole shown on sheet L-12, at approximately Connector Road station 66+25 R30, to be removed or relocated at least 20' east. Also, proposed light pole at approximately Connector Road station 66+70 L65to be relocated at least 10' east.

9) Relocation of transmission structures require an easement to be obtained by the OOCEA from the connector road at the south to approximately station 124+80, as shown on DUKE ENERGY-TRANSMISSION RGB markups of roadway design plans.

10) All DUKE ENERGY-TRANSMISSION line relocations described on this document will be done with one mobilization of construction crew and is dependant upon completion of the obtaining of easements described in Special condition number 9 above by the OOCEA, on ability to obtain soil borings for affected structures, and on clearing and grubbing of easements described in Special Condition number 9 above by the OOCEA or its contractor. Completion of the relocation of DUKE ENERGY-TRANSMISSION facilities described herein require at a minimum 6 months of time after the ability to obtain soil borings (permission of landowner and cleared route to soil boring sites), and at a minimum of 3 months after obtaining all easements and the clearing and grubbing of those easements, if soil borings have been obtained at least 3 months prior to obtaining easements.

11) Proposed 12' wide stabilized pond access road, at approximately 125+20 R85 to 134+80 R230, to be redesigned out of DUKE ENERGY-TRANSMISSION easement. Also, proposed 8 inch PVC RWM and 6 inch PVC FM in this same area to be redesigned out of DUKE ENERGY-TRANSMISSION easement.

Orlando Orange County Expressway Authority
UTILITY WORK SCHEDULE

Project Title: Wekiva Parkway	County Road Number:
State Road No.: 429	City Road:
	Project Number: 429-202

UTILITY AGENCY/OWNER (UAO): Duke Energy-Transmission

C. **Disposition of Facilities (List All Existing & Proposed) on Project:**

UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTIVE CALENDAR DAYS
91+46 R178; EP-376; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
93+52 R173; EP-375; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
95+47 R175; EP-374; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
97+52 R170; EP-373; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
98+20 R170; EP-366	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
99+80 R163; EP-372; 85' ST; EMBEDDED 20'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
101+09 R235; EP-365	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
101+65 R151; EP-371; 80' ST ; EMBEDDED 15'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
103+58 R140; EP-370; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1

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Orlando Orange County Expressway Authority
UTILITY WORK SCHEDULE

Project Title. Wekiva Parkway		County Road Number.		
State Road No.: 429		City Road:		
		Project Number: 429-202		
UTILITY AGENCY/OWNER (UAO): Duke Energy-Transmission				
104+91 R233; EP-364	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
105+57 R129; EP-369 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
107+49 R119; EP-368; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
108+97 R174; EP-363	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
109+64 R108; EP-367; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
111+46 R99; EP-366; 80' ST; EMBEDDED 15'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
113+02 R170; EP-362	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
113+56 R91; EP-365; 80' ST; EMBEDDED 15'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
115+63 R90; EP-364; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
117+03 R164; EP-361	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
117+89 R93; EP-363; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1

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Orlando Orange County Expressway Authority
UTILITY WORK SCHEDULE

Project Title: Wekiva Parkway		County Road Number:		
State Road No.: 429		City Road:		
		Project Number: 429-202		
UTILITY AGENCY/OWNER (UAO): Duke Energy-Transmission				
120+31 R101; EP-362; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
122+32 R109; EP-361; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
124+26 R122; EP-360; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
124+60 R127; EP-360	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
126+27 R136; EP-359; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
126+47 R140; EP-359	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
129+02 R169; EP-358; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
131+66 R200; EP-357; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
134+30 R242; EP-356; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
136+97 R284; EP-355; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
139+11 R320; EP-354; 80' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
139+02 R315; EP-354	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2

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Orlando Orange County Expressway Authority
UTILITY WORK SCHEDULE

Project Title: Wekiva Parkway		County Road Number:		
State Road No.: 429		City Road:		
		Project Number: 429-202		
UTILITY AGENCY/OWNER (UAO): Duke Energy-Transmission				
139+62 R51; EP-353; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
140+12 L216; EP-352; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
140+12 L225; EP-352	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
140+54 L448; EP-351; 70' WD EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
190+77 L232; EP-337; 70' ST; EMBEDDED 12'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
194+40 L220; EP-336; 65' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
198+10 L217; EP-335; 65' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
201+85 L214; EP-334; 65' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
205+55 L221; EP-333	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
205+81 L215; EP-333; 80' WD; EMBEDDED 12'	OH TRANSMISSION STRUCTURE & ANCHORS WITHIN ROAD R/W TO BE REMOVED	NONE	Prior to construction	1
206+51 L217; EP-333 STUB A; WD	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1

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DUKE ENERGY.

TRANSMISSION - PROJECT MANAGEMENT OFFICE

Friday, June 13, 2014

REIMBURSABLE COSTS- ESTIMATE SUMMARY SHEET	
Project: RELOCATION OF DUKE ENERGY'S TRANSMISSION FACILITIES (OOCEA 429-202,EP 69kV Relocation for Wekiva Parkway)	
WORK ORDER NO. – 2451T1	
Item	Estimated Cost
Engineering & Engineering Services	$89,769.00
Construction Labor	$560,870.00
Materials & Supplies	$239,795.00
Materials Handling Charges	$49,672.00
Transportation & Equipment	$478,709.00
Contract Construction	$68,668.00
General Overhead Costs	$163,852. 00
Subtotal	$1,651,335.00
CREDITS (Funds received from OOCEA)	($0.00)
Removal	$4,179.00
Total Reimbursable Costs	**$1,647,156.00**

Notes: Land and/or easement costs are NOT part of this Estimate Summary Sheet. Relocation is subject to Agreement between OOCEA and Duke Energy. Should the project be completed with a surplus, such surplus shall be promptly disbursed and sent back to OOCEA. Funding checks should be payable to DUKE ENERGY and mailed according to invoicing information. Project execution assumes: (1) NO environmental issues, (2) permits are IN-HAND 2 weeks before start of construction, (3) Electrical Outage of the power lines is feasible, (4) Construction Crew availability.

Luis A. HUERTAS - PROJECT MANAGER
Transmission Lines Relocation
FDOT and Governmental Team Lead
Mail Code: NP3D | 3300 Exchange Place | Lake Mary, Florida 32746
Mobile: 321-262-7365 | Phone: 407-942-9683 | Fax: 407-942-9796
Email: luis.huertas@duke-energy.com

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY ESTIMATE SUMMARY

710-010-06
UTILITIES
03/13

Financial Project ID: 429-202, 1A	**Federal Project ID:**
County: Orange	**State Road No.: 429**
District Document No: 5	
Utility Agency/Owner (UAO): Duke Energy Distribution	

1.

TYPE OF WORK ESTIMATED: (Mark "X" in appropriate box(es).)

Engineering	Relocation/ Installation	Item(s)
☐	☐	Force Account
☐	☒	Lump Sum
☐	☐	Third party Contract
☐	☐	DOT Administered Contract
☐	☐	Other ____

ESTIMATE SUMMARY: (If more than one work order complete "Total" Column.)

Item(s)	Job or Work Order No. (721668)	Job or Work Order No. ( )	Total
Preliminary Engineering	0.00		0.00
R/W (Acquisition Only)	0.00		0.00
Construction Engineering	47,417.49		47,417.49
Construction Labor	190,433.17		190,433.17
Materials & Supplies	196,534.63		196,534.63
Materials Handling Charges	0.00		0.00
Transportation & Equipment	158,345.81		158,343.81
Contract Construction	119,597.19		119,597.19
Miscellaneous Expense	80,676.85		80,676.85
General Overhead Costs (15%)	138,734.80		138,734.80
GROSS RELOCATION COSTS:			
*Salvage	-6,841.26		-6,841.26
*Betterment			
*Expired Service Life			
*Nonreimbursable			
TOTAL CREDITS:	(6,841.26)	( )	(6,841.26)
TOTAL REIMBURSABLE COSTS:	924,898.68		924,898.68
*% To be Applied to Final Billing for Credits Due Project	(%)	(%)	( )

SUBMITTED FOR THE UTILITY OWNER BY: [signature] **DATE:** June 16, 2014

Robb P. Bowen
Project Manager

CONSENT AGENDA ITEM

#19

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 Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **February 24, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 154 (Miller) - Approval for Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with John and Cynthia Miller (the "Owner"), for the acquisition of Parcel 154 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") took Parcel 154 on July 23, 2014 through a Stipulated Order of Taking.

DESCRIPTION and BACKGROUND:

Parcel 154 is a partial taking of land located along the south side of West Ponkan Road, west of Plymouth Sorrento Road, in the Apopka area of Orange County. CFX acquired 2.751 acres from the 4.696 acre property ("parent tract"), leaving a 1.945 acre remainder. The Property is currently improved with three manufactured homes, a pole barn/workshop and other related agricultural/rural residential type improvements described in more detail below. See attached Exhibit "A."

CFX's appraisal of the property was prepared by Chad G. Durrance of Durrance & Associates, with a date of value of February 10, 2014. Mr. Durrance estimated that the amount of compensation owed to the landowner was $155,500, based on the following calculations:

Value Estimates:	Before Value	$210,000
	After Value	54,500
	Difference	$155,500

The Property is zoned A-1, Citrus Rural District, by Orange County. The future land use designation is R-Rural/Agricultural. Mr. Durrance concluded that the Property's highest and best use as though vacant would be for residential use. However, the subject is improved with a double-wide manufactured residence built in 1980, as well as two (2) additional single-wide

manufactured homes built in 1960. Additional improvements include a pole barn/workshop, dry storage containers, a tarp-covered carport, a storage shed, animal pens, and various other site improvements. The improvements positively contribute value to the property over and above the value of the land "as though vacant." As such, Mr. Durrance opined that the highest and best use "as improved" is continued use of the existing improvements.

In order to come up with a land value, Mr. Durrance used the Sales Comparison Approach and considered eight land sales ranging from $17,100 per acre to $27,600 per acre. Mr. Durrance ultimately reconciled on a value of $27,500 per acre, noting the recent upswing in market conditions that justified a favorable adjustment for the subject property over less recent sales. This resulted in a finding of $129,000 for the total land value of the subject property, and a compensation claim for **$75,700** for the value of the land taken ($27,500 per acre x 2.751 acres of property).

In addition, Mr. Durrance considered comparable improved sales in order to ascertain the value of the improvements on the subject property. He considered five comparable manufactured home sales that ranged in value from $13 per square foot to $32 per square foot. Mr. Durrance also consulted NADA (National Automobile Dealers Association) Guides, which indicated a value of the subject double-wide to be about $21,500, and a value of about $4,500 for the second manufactured home. A third manufactured home is currently uninhabitable and is in poor condition, and therefore has not been valued. He also considered the contributory value of the other minor improvements mentioned above (pole barn, carport, well, fencing, gate, animal pen, storage containers, etc.), and found that the total value of all of the improvements was $81,000. The contributory value of the improvements within the area of take was **$47,800.**

The remainder will require a cure to reestablish the well and other items necessary to restore function to the remainder improvements. The net cost to cure has been estimated to be $17,000. In addition, the value of the remainder was adjusted downward by $15,000 to account for the expressway location influence. This results in a total damage estimate and/or net cost to cure of **$32,000.** Mr. Durrance concluded that the total value for the part taken, including land taken, improvements, damages and cost to cure, is **$155,500** ($75,700 for the land taken + $47,800 for improvements + $32,000 for damages and net cost to cure). Mr. Durrance's valuation considers the real estate only, and not any business damages or relocation costs.

The landowner retained the services of appraiser Rick Dreggors, from Calhoun, Dreggors and Associates, Inc. Mr. Dreggors estimated that the value of the land taken is $110,000, based on a $40,000 per acre land value (2.751 acres x $40,000 per acre). He also estimated the value of the improvements to be $103,000. Mr. Dreggors damages the remainder property by 40%, to yield $48,900 in severance damages, plus an additional $51,800 for cost to cure. This results in a total value for the part taken and damages of **$313,700,** as summarized below:

Miller's Compensation Estimate:	**Land Taken**	**$110,000**
	Improvements	**103,000**
	Sev. Damages	**48,900**
	Cost to Cure	**51,800**
	Total	**$313,700**

In addition to owing compensation to the Owner for the value of the Taking, CFX will also be required to pay damage claims to two businesses that operate on the property: Miller's Truck Repair and John F. Miller Jr. Trucking, Inc. Both companies have operated at the subject location for more than five (5) years. The business damage claims submitted by the business owners are summarized as follows:

Miller's Repair	**$46,000**
Miller Trucking	**$102,000**
Total	**$148,000**

Miller's Repair is a company that offers local truck repair services. The company will cease operations as a direct result of the taking. To determine the value of the business, the firm of McGladrey, LLP considered the past five (5) years of income and expenses. Using both the Income Approach and Market Approach to value, McGladrey concluded that Miller's Repair had an Operating Enterprise Value of **$46,000.**

John F. Miller Jr. Trucking, Inc., ("Miller Trucking") offers local trucking services and serves mostly agricultural companies within the Central Florida area. Miller Trucking has continued operating its business after the taking, but has moved to a new location approximately 20 miles away. Miller Trucking has claimed that the total incremental operating costs of trucking will increase by $19,440.00 per year, and the total incremental operating costs of servicing the trucks will increase by $1,164.38 per year. This creates a total increased incremental operating cost of $20,604.38 per year, projected in perpetuity (using a discount rate of 20.2%) totaling **$102,000.**

The owner has submitted expert invoices in the amount of **$30,000** (rounded from $29,789.24: $23,432.50 for appraisal fees plus $6,356.74 for business damage fees) The affected parties would also be eligible to receive relocation benefits. These were estimated to be approximately **$50,000.** Attorneys fees in this case, if settled for the below stated amount, would be approximately **$60,000** (statutory based on betterment, plus $7,000 for the business damage claim). Thus, a summary of the total compensation claims being made by the landowner on this parcel is:

Landowner's Appraisal	$313,700
Business Damages	148,000
Expert invoices	30,000
Relocation Benefits	50,000
Attorney's Fees	60,000
Total Landowner Claim	**$601,700**

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 154. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

Total Amount to Owner (land value and business damages)	$315,000
Attorneys fees	60,000
Expert fees and costs	25,000
Total Settlement Proposal	**$400,000**

As previously stated, the property owner operated two (2) businesses at the site. In addition to the above settlement amount, the Owner is entitled to business relocation benefits for both businesses. Miller Trucking has submitted a claim for $27,990. In addition, Miller Truck Repair has submitted a claim for $10,999. These payments are in addition to the payments received as it relates to the acquisition.

In sum, CFX would pay the Owner, John and Cynthia Miller, $315,000.00, less its good faith deposit of $155,500, leaving a remaining balance of $159,500. CFX would pay statutory attorneys' fees and expert fees in the amount of $85,000.00 in accordance with Florida Statutes §73.092(1)(a) and §73.091(1). CFX would pay Miller Trucking a total of $129,990 for its business damage and relocation claims, and Miller's Repair a total of $56,999 for its business damage and relocation claims.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowner's compensation as provided by Florida Statutes §73.091 and §73.092. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owner's attorneys fees and expert costs.

RECOMMENDATION:

The proposed settlement was recommended for approval by the Right of Way Committee at the February 25, 2015 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of $438,989.00 in full settlement of all claims for compensation for the acquisition of Parcel 154.

ATTACHMENT:

Exhibit A-Sketch of Subject Property

W PONKA RD
SUBJECT
DOG PEN
WELL
POLE BARN / WORK SHOP
STORAGE CONTAINERS & VINYL CARPORT
SHED
ANIMAL PEN
N

AERIAL MAPS

CONSENT AGENDA ITEM

#20

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 Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **February 24, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 120 (Parts A & B) - Review of Business Damage and Expert Costs Claim by Korus Orchid Corporation**

Pursuant to Sections 5-2.03 and 5-2.061 of the Central Florida Expressway Authority Property Acquisition & Disposition Procedures Manual (2014), right of way counsel requests that the Board review negotiations and provide direction as needed regarding the business damages claim made by the owner of 429-202, Parcel 120, Korus Orchid Corporation ("Korus").

Specifically, a resolution of the business damages claim has been negotiated through the process required by Section 73.015, *Florida Statutes*. Korus has agreed to accept the business damages evaluation prepared by the Authority's business damages expert.

DESCRIPTION and BACKGROUND:

Since its inception in 2001, Korus has conducted a large and successful orchid nursery business on a 14.836-acre lot located in Apopka, Florida. Korus is engaged in business primarily as an orchid nursery. Korus has a customer base of approximately 285 customers, ranging from large distributors to customers that purchase small quantities of orchids for resale to the public. Korus sells a variety of types of orchids. The orchids are normally purchased as small sprouts from Taiwan or Costa Rica. The sprouts are developed over a period of time, ranging from several months to two years before they reach a saleable stage. Korus has air conditioned greenhouses on the property to provide an adequate environment for the orchids in order to facilitate growth.

The construction of the Wekiva Parkway has necessitated the taking of a portion of the Korus property, including 108,858 square feet of greenhouse space, 2,400 square feet of office/warehouse space, a well and septic system, fencing, a soil bin, paving, landscaping and signage.

In accordance with the governing statute, Korus submitted a business damages claim to the Authority. Korus obtained two separate expert business damage evaluations, by J. Duke Parrish of Parrish & Parrish, CPA's, P.A., and Lloyd J. Morgenstern of Morgenstern Phifer & Messina, P.A, both experts with experience in the evaluation of eminent domain business damages. Korus' experts evaluated the business damages caused by the taking of the property to be as high as $5,850,000.00.

After receiving the business damages claim, and after obtaining additional backup documentation from Korus, the Authority's expert, Les W. Eiserman of CliftonLarsonAllen LLP, reviewed the business damages claim. While Mr. Eiserman agreed that Korus would in fact suffer significant business damages related to the taking, his evaluation was that those damages would be limited to $3,611,000.00.

As required, Mr. Eiserman's evaluation of business damages was provided to Korus and its counsel.

Korus has agreed to accept the Authority's business damages amount. Korus is also entitled to its expert costs and attorney's fees in connection with the business damages claim. Korus seeks $87,975.50 in expert costs. Counsel is in agreement that Korus' attorney's fees will be established on an hourly or lodestar basis separately, but not on a betterment percentage approach.

RECOMMENDATION:

Direct counsel to proceed with payment of the business damage amount and expert costs. Value: $3,698,975.50

ATTACHMENT:

CliftonLarsonAllen LLP Business Damage Evaluation Report - cover letter and executive summary

BUSINESS DAMAGE REPORT OF KORUS ORCHID CORPORATION

Apopka, Florida
As of August 6, 2014

January 19, 2015

Prepared By:

Les W. Eiserman
CPA, CVA

CliftonLarsonAllen LLP
420 South Orange Avenue
Suite 500
Orlando, FL 32801

CliftonLarsonAllen

January 19, 2015

Mr. Robert L. Simon, Jr.
Winderweedle, Haines, Ward & Woodman, P.A.
390 N Orange Avenue
Orlando, FL 32801

Re: Central Florida Expressway Authority v. Korus Orchid, Corporation, et al.
Case No.: 2014-CA-4729-O; Parcel: 120
Korus Orchid Corporation
1750 Plymouth Sorrento Road, Apopka, Florida
Orange County

Dear Mr. Simon,

The enclosed Business Damage Report has been developed for the exclusive and confidential use of you, the Central Florida Expressway Authority and Korus Orchid Corporation (the "Company"). The report has been prepared by CliftonLarsonAllen LLP and was made by and/or under the direct supervision of the undersigned.

At your request, CliftonLarsonAllen LLP was retained to prepare a business damage analysis and conclusion of damage ("report") to assist you in the determination of the damages related to the taking of the above referenced parcel owned by Korus Orchid Corporation ("Subject Interest"). The damage conclusion is considered as a cash or cash equivalent value. The damages date is August 6, 2014. This damages report is to be used only as of this date and are not valid as of any other date.

It is our opinion that the damages incurred by the Company related to the taking of the above parcel of Korus Orchid Corporation at August 6, 2014 is:

$3,611,000

Distribution of this letter and report and associated results, which are to be distributed only in their entirety, are intended for and restricted to you, the Central Florida Expressway Authority and Korus Orchid Corporation and their legal and professional advisors, solely to assist you and the Central Florida Expressway Authority in your determination of the fair value (i.e. damages) of the Subject Interest for litigation purposes, and are valid only as of August 6, 2014. This letter and accompanying report are not to be used with, circulated, quoted or otherwise referred to in whole or in part for any other purpose, or to any other party for any purpose, without our express written consent.

The enclosed narrative report and exhibits constitute the basis upon which our conclusion of damages was determined. Statements of fact contained in this report are, to the best of our knowledge and belief, true and correct. No present or future environmental issues were contemplated in this damage analysis. In the event that facts or other representations relied on in the attached narrative report are revised or otherwise changed, our conclusion as to the damages to the Company may require updating. However, CliftonLarsonAllen LLP has no obligation to update this conclusion of damages for information that comes to our attention after the date of this report. If upon request, and new information is provided, we reserve the right to update this report.

No principal or employee of CliftonLarsonAllen LLP has any current or contemplated interest in the Company or any other interest that might tend to prevent making a fair and unbiased damage analysis. Compensation of CliftonLarsonAllen LLP is not contingent on the opinions or conclusions reached in this report.

Sincerely yours,

CLIFTONLARSONALLEN LLP

Les W. Eiserman

Les W. Eiserman, CPA/CVA
Principal
Forensic and Valuation Services Group

TABLE OF CONTENTS

EXECUTIVE SUMMARY **1**

INTRODUCTION **1**

Assignment Definition 1
Scope of Work 2
History and Nature of the Business 2

THE ECONOMIC OUTLOOK **4**

Economic Conclusions 4

INDUSTRY OUTLOOK **4**

BOOK VALUE AND FINANCIAL POSITION **9**

Income Statement Analysis 9
Balance Sheet Analysis 10

DAMAGES ANALYSIS **11**

Standard of Value 11
Sources of Information 12

APPROACHES TO DAMAGES **13**

APPLICATION OF THE DAMAGES ANALYSIS PROCESS **14**

Asset Approach 14
Income Approach 14
Discounted Cash Flow Method *16*
Market Approach 17
Actual or Proposed Sales of the Subject Company *17*
Transaction Method *17*
Publicly-Traded Guideline Company Method *17*

BUSINESS DAMAGES CONCLUSION **18**

Appendices

APPENDIX A	Assumptions and Limiting Conditions
APPENDIX B	Analyst's Representations
APPENDIX C	Qualifications of the Analyst
APPENDIX D	The National Economic Review

Exhibits

EXHIBIT A	Damages Summary
EXHIBIT B	Net Asset Value Method
EXHIBIT C	Capitalized Cash Flow Method
EXHIBIT D	Cost of Equity
EXHIBIT E	WACC
EXHIBIT F	Historical Income Statements
EXHIBIT G	Adjustments to Historical Income Statements
EXHIBIT H	Adjusted Historical Income Statements
EXHIBIT I	Common Size Adjusted Historical Income Statements
EXHIBIT J	Historical Balance Sheets
EXHIBIT K	Common Size Historical Balance Sheets
EXHIBIT L	Historical Ratio Analysis

EXECUTIVE SUMMARY

Purpose of Damage Analysis:	To assist in the determination of the damages related to the taking of Parcel 120 owned by Korus Orchid Corporation as of August 6, 2014.
Standard of Damage Analysis:	Fair value
Premise of Damage Analysis:	Going concern
Conclusion:	It is our opinion that the damages incurred by the Company related to the taking of the above parcel of Korus Orchid Corporation at August 6, 2014 is $3,611,000.

INTRODUCTION

Assignment Definition

CliftonLarsonAllen LLP was retained to determine the damages incurred by the Company related to the taking of the above parcel of Korus Orchid Corporation at August 6, 2014. The taking is a parcel totaling 8.216+- acres of a parent tract containing 14.836 +- acres. The taking includes 108,858 square feet of greenhouse space, 2,400 square feet of office/warehouse space, a well and septic system, fencing, a soil bin, paving, landscaping and signage. The parent tract is located on the west side of Plymouth Sorrento Road south of Yothers Road, in the city of Apopka, FL.

No reproduction, publication, distribution, or other use of this report is authorized without the prior consent of Les W. Eiserman and/or CliftonLarsonAllen LLP, by parties not identified in this report.

We have performed a damage analysis engagement and present our detailed report.

It has been represented that after the taking the business will not be able continue to operate on the remaining property as a sustainable or profitable business. This assumption cannot be challenged at this time because no documentation has been provided to concur or dispute this representation. If the business was able to operate on the remaining property, any such value attached to this on-going operation would serve as a mitigating amount to this damage amount conclusion.

Scope of Work

To gain an understanding of the operations of the Company we reviewed financial information as detailed in "Sources of Information" presented later in this report. To understand the environment in which the Company operates, we researched the status of and trends of the industry that it operates in. We also studied economic conditions as of the Damages Date and their impact on the Company.

As discussed in this report, we considered several damage approaches and methods and applied the most appropriate methods from the Income, Asset and Market Approaches to derive an opinion of damages of the Subject Interest. Our conclusion of damages reflects these findings, our judgment and knowledge of the marketplace, and our expertise in performing such services.

The procedures employed in determining the damages for the Subject Interest in the Company included such steps as we considered necessary, including (but not limited to):

- An analysis of the Company's financial and non-financial information supplied by Management;
- An analysis of the industry;
- An analysis of the general economic environment as of the damages date; and
- An analysis of other pertinent facts and data resulting in our conclusion of damages.

The approaches and methodologies used in our work did not comprise an examination or any attest service in accordance with generally accepted auditing standards, the objective of which is an expression of an opinion regarding the fair presentation of financial statements or other financial information, whether historical or prospective, presented in accordance with generally accepted accounting principles. We express no opinion and accept no responsibility for the accuracy and completeness of the financial information (audited, reviewed, compiled, internal, prospective or tax returns), or other data provided to us by others, and we have not verified such information unless specifically stated in this report. We assume that the financial and other information provided to us is accurate and complete, and we have relied upon this information in performing our damage analysis.

History and Nature of the Business

The Company is a Florida corporation formed in 2001. The Company is organized as a C corporation. The Company is engaged primarily as an orchid nursery. The Company's property consists of 14.836 acres in Apopka, Florida. The property includes two manufactured homes, shades houses, greenhouses, associated agricultural improvements, and wells/septic systems.

The orchid nursery inventory consists of various species of orchids (Phalaenopsis, Oncidium, Vanda, Cattleya, Dendrobium, etc.). The nursery does not stock any other type plants other than orchids.

The orchids are normally purchased from Taiwan or Costa Rica, depending upon the variety. The Company purchases the plants as small sprouts which shorten the growing period to maturity. An orchid nursery generally develops over a period of time before the plants reach a stage where they are saleable. During this development period the plants normally require repotting, stalking, maintenance and other care.

Each orchid variety requires a period of development for the plants to reach a stage of maturity at which they can be sold in commercial quantities. This development period can range from several months to two years. During this development period there are substantial expenditures for labor and materials. Additionally, the nursery must be continually obtaining new plants in order to maintain an adequate inventory as the mature stock is sold. Each genus and species will vary as to growing time. During this growing period the plants must be continually cared for and reported in larger containers or staked as they continue to grow. The best selling

orchid varieties of Korus Nursery are the Phalaenopsis and the Oncidium varieties. The growing period for the Phalaenopsis is normally from January to May as it flowers in winter and early spring. However, Korus Nursery has air conditioned greenhouses which allows them to grow flowering Phalaenopsis throughout the year.

Korus Nursery Corporation has a customer base of approximately 285 customers. These customers range in size from large distributors to customers that purchase small quantities of orchids for resale to the public. The large distributors that purchase orchid plants from Korus Nursery are as follows:

1. Costa Farms
2. AP Orchids
3. Life Trends

These three distributors account for approximately 60% of sales revenue each year. Korus Nursery Corporation enters into a contract each year with these distributors as to the quantity of plants each distributor will purchase. The business does not notice any seasonal or cyclical swings each year. Sales are fairly consistent each month except for certain holidays such as Valentines Day, Easter and Mothers Day. Korus Nursery Corporation does not guarantee the orchid plants when sold.

The shareholders of the Corporation are as follows:

NAME	% OWNERSHIP
Nongso Agricultural Cooperative	45.0%
Nongso Orchid Export Farming Association	55.0%
Total	100.0%

The Nongso Orchid Export Fanning Association is comprised of four members. Mr. Byung Hwang, who operates and manages day to day operations, is a member of the Nongso Orchid Export Farming Association.

As previously discussed, the plants generally develop over a period of time before they reach a saleable stage. During this period there are substantial expenditures of labor and materials with no significant related revenue. In essence, the profit is included in the cost of developing the product to a saleable stage and will not be recognized until the product is sold. The value of the orchid plants increases substantially during this growing period.

Internal Revenue Service Regulations specifically permit nursery growers to qualify for the "farming exception" to IRC Section 263A. Thus, nurseries using the farm exception are permitted to deduct the costs of seeds and young plants purchased for further development and cultivation prior to sale, as well as the costs of growing the plants.

In 2014 the Central Florida Expressway Authority acquired through condemnation a Parcel of the land belonging to the Company, which is the subject of this damage analysis and report.

THE ECONOMIC OUTLOOK

In conjunction with the preparation of this damages opinion, we have reviewed and analyzed current economic conditions as of the August 6, 2014 date of damages. Summary discussions and analysis of the national outlook for the period closest to the date of damages can be found attached to this report as **Appendix E**. These discussions are based upon a review of current economic statistics, articles in the financial press and economic reviews. The purpose of the reviews is to provide a representative "consensus" review of the condition of the economy and its general outlook as of the date of damages.

Economic Conclusions

While the aptly named Great Recession reached its official end in mid-2009, economic growth remains somewhat subdued. The housing market has strengthened, but unemployment remains elevated and labor force participation remains low. Economic growth is expected to remain positive, though government spending cuts, political uncertainty, and rising interest rates are causes for concern. GDP growth expectations from private economists surveyed by The Wall Street Journal are on the order of 3.1% for the third quarter of 2014 and 1.6% for all of 2014. This compares to GDP growth of 1.8%, 2.8%, and 1.9% in 2011, 2012, and 2013, respectively. Although the Federal Reserve has begun tapering the rate of asset purchases, a significant tightening of monetary policy (via an increase in the target federal funds rate) is unlikely in the short run until unemployment declines and inflation rises.

INDUSTRY OUTLOOK[1]

Companies in the nursery and floriculture production industry grow and sell nursery stock such as plants, shrubs, sod, trees, and seeds. Major US companies include Costa Farms, Ball Horticultural, Color Spot Nurseries, and Monrovia Nursery.

Global sales of commercially grown flowers total about $50 billion, according to the International Trade Centre. Developed countries in Europe, the Americas, and Asia account for about 90 percent of floriculture product demand.

The US nursery and floriculture production industry includes about 50,000 farms with combined annual revenue of about $13 billion.

COMPETITIVE LANDSCAPE

Demand is driven by consumer income, home sales and new home construction, and commercial real estate construction. The profitability of individual companies depends on anticipating demand for various types of plants, efficient distribution, and competitive pricing. Large operators have economies of scale in distribution. Small operators can compete successfully by raising specialty plants or serving a local market. The US industry is fragmented.

PRODUCTS, OPERATIONS & TECHNOLOGY

Products include flowers and flowering plants, shrubs, Christmas trees, sod, and seeds, as well as food plants like tomatoes. Large commercial growers concentrate on producing container-grown ornamental plants for indoor and outdoor use, including bedding plants (usually grown in flats and transplanted into beds by the end-user); shrubs; and flowering potted plants. Products include annuals like marigolds and petunias; perennials like day lilies and clematis; evergreens like azalea, box wood, pines, spruce, and juniper; tropical

[1] First Research Industry Profile

flowering plants like Bougainvillea and hibiscus; "holiday" or "seasonal" plants like Easter lily and poinsettia; and specialty plants like bonsais, ferns, and trellises. Cut flowers are a smaller segment. Because of weather limitations, most single-location growers can produce only several hundred varieties of plants, but national growers can produce several thousand.

Commercial operations revolve around the growing cycle. Growers buy plant "plugs" from suppliers who germinate them from seed in large, controlled-environment facilities for four to 10 weeks before shipping them around the country. Growers transplant these "prefinished" plants into containers and grow them until they're ready to be shipped to customers. Large growers may have their own plug operations for some plants, but also buy from suppliers. A large nursery can cover from 10 to 3,000 acres, but 100 to 500 acres is typical for a big commercial operation, with several hundred thousand square feet of greenhouse space. Relatively more greenhouse space is used in colder climates.

Growing time is six to nine weeks for bedding plants, eight to 14 weeks for flowering potted plants, 10 to 14 months for shrubs, and seven to nine years for Christmas trees. The prime commercial planting season in North America generally extends from February to May when seasonal labor is hired, though planting continues year-round, with producers getting more "turns" (inventory turnover) depending on their crop and climate. A grower might double its workforce during peak periods and may be able to extend growing seasons by having operations in warmer regions or other countries. Transplanting and caring for containerized plants is highly labor-intensive. Although growers take pains to produce a uniformly high-quality product, many plants don't grow properly and must be discarded.

Automation has proved to be difficult, aside from the widespread use of irrigation and fertilization systems. Greenhouse operations can be technically sophisticated, with automatic irrigation, fertilization, air and lighting systems driven by a variety of sensors. Innovations demanded by big-box retailers, like custom labeling, bar codes, scanners, and electronic data interchange between suppliers and buyers, are now used by many producers. Computerized information systems are becoming more important, especially for big growers who have to track a large volume of containers and a large variety of plants.

SALES & MARKETING

Commercial nurseries market and sell to independent or chain garden centers; home centers like Home Depot and Lowe's; mass merchants like Wal-Mart; drug and grocery chains; wholesalers; landscapers; and large end-users like hotels, office parks, and golf courses. Although plant "plugs" can easily be shipped long distances, grown plants are usually shipped no more than 150 miles because of perishability problems and shipping costs. Once at a retail location, many bedding plants have a shelf life of just a few weeks.

Sales are usually by a direct sales force which has established relations with large buyers. Marketing is through numerous trade shows, advertising in trade publications, catalogs, and direct mail. Smaller growers may lack marketing skills. Close planning with large buyers is required to ensure that the right product mix is produced, but demand for different products can vary substantially from year to year. Large growers like Color Spot use sales merchandisers who provide in-store service to large customers, including in-store display maintenance, restocking, promotions, and consumer information.

FINANCE & REGULATION

Revenues and many expenses are highly seasonal, with a majority of sales often occurring in the second quarter, when conditions are best for planting in many regions. Cash flow is uneven throughout the year. Inventories can be large but are highly perishable. Gross margins are between 10 percent and 15 percent. The industry is very labor intensive and labor expenses are higher compared to other agriculture industries due to the higher number of highly skilled employees at nurseries and greenhouses. Technical knowledge of plants, pests, and irrigation is important for management, although most other labor is relatively unskilled.

Nurseries are subject to EPA regulations regarding pesticide use; water runoff (contaminated with fertilizer and pesticides); and waste disposal (the large quantity of plants not sold).

REGIONAL & INTERNATIONAL ISSUES

In the US, production of bedding plants is widely spread throughout the US, but cut flowers and foliage plants are produced mainly along the coasts in California, Florida, and Oregon. States with colder climates such as Michigan and Washington state have more greenhouse cover. Christmas trees are heavily harvested in Oregon, and mushrooms are grown mainly in Pennsylvania and California.

HUMAN RESOURCES

Farm labor is typically low paying. Most workers in the industry are unskilled laborers who receive low wages. Average hourly wages for farm workers are significantly lower than the national average and are typically slightly higher than minimum wage.

However, greenhouse, nursery, and floriculture operations tend to have higher labor costs (totaling nearly $5 billion in the US). The higher labor costs are because these operations are highly labor intensive and require large numbers of highly skilled managers with strong technical knowledge. Because of strongly seasonal demand, many workers are hired for just a few months of the year. Injury rates for agricultural workers are more than 50 percent higher than the US average. Tractor overturns are the leading cause of death for farm workers.

INDUSTRY GROWTH RATING

Growth Rating- Medium

- Demand: Driven by income, home sales, and construction
- Need good merchandising and distribution
- Risk: Weak consumer spending and vulnerability to pests, disease, and weather

BUSINESS CHALLENGES

CRITICAL ISSUES

Demand Subject to Economic Conditions - Residential and commercial construction drive demand for plants for landscaping and indoor decoration, as new housing developments and suburban office parks need trees, shrubs, and flowering plants. Because indoor plants often have an effective life of only a few weeks, requiring frequent replacement throughout the year, the expense of maintaining them can be too high during periods of economic difficulty. However, as new home sales increase, so does demand for flowers, shrubs, and other plants.

Dependence on Large Customers - Many growers get a large percentage of revenue from a few large customers, such as national garden center chains, mass merchandisers like Wal-Mart, and supermarket chains. In local markets, hotels and real estate developers may be major customers. To serve bigger customers, larger nursery companies have grown through acquisitions.

OTHER BUSINESS CHALLENGES

Highly Seasonal Demand - Most nurseries do the bulk of their business in spring, although most operate year-round in order to prepare for the growing season. Greenhouses allow for plants to be grown in the colder seasons. Most flower sales occur around major holidays such as Christmas/Hanukkah, Mother's Day, Easter, Valentine's Day, and Thanksgiving. Because of seasonal demand, labor needs and cash flow are very uneven throughout the year.

Pest Vulnerability - With large crops of identical plants, commercial growers are very susceptible to insects, molds, and bacteria. Although pesticides are routinely used to ward off well-known pests, new pathogens like imported fire ants and the glassy-winged sharpshooter are constantly appearing. With high turnover of plants, shrubs, and trees, and a wide range of plant species, the typical nursery is prone to infestation by a wide range of pests.

Dependence on Weather - With most operations outdoors, growers are very susceptible to poor weather conditions. Although irrigation and heating systems at many locations mitigate the effects of poor weather, temperature, moisture, and sunshine fluctuations can severely affect crop yields and quality. During droughts, customers tend to buy drought-resistant plants.

Energy Costs - Energy costs are a major concern for nurseries that use greenhouses. Heating and air conditioning bills can be very expensive for a greenhouse. Petroleum-based plant containers used by many nurseries can be affected by changing petroleum prices. Shipping costs are also dependent on fuel costs.

Perishable Product - The selling period for many plants is very short. Unless growers can find customers quickly, product can spoil or it can die during transport. Growers are often left with unsold inventory.

TRENDS AND OPPORTUNITIES

BUSINESS TRENDS

Two-Tier Market - While big nurseries are supplying mainly big-box retailers, smaller growers are the main suppliers of independent garden centers and retail nurseries. Proximity and high product quality are more important to these customers than low price, because their customers are most interested in quality and the breadth of retail selection. Smaller operations also can specialize in pesticide-free and organic gardening, which appeals to many customers.

Product Diversification - To even demand through the year, many nurseries produce plants, like Easter lilies and poinsettias that have demand at times other than late spring. Large producers may also sell related products like soil, sod, and Christmas trees. Other growers produce a range of soil mixtures made from peat moss, sand, bark, sawdust, lime, perlite, vermiculite, and other materials (including mulched product waste).

Industry Consolidation - The nursery and floriculture industry remains highly fragmented and is made up mostly by small businesses (in terms of number of firms). Relatively moderate barriers to entry help contribute to this. However, large firms enjoy lower per-unit costs of production and distribution. Increased globalization and technology also favor large growers, who tend to acquire small operations in order to diversify products and grow geographic reach. Increasing competition from foreign imports may edge out smaller producers.

Organic Fertilizers - Organic fertilizers, integrated pest management, and beneficial bacteria are becoming more common as replacements for toxic pesticides. Expanding environmental regulations and worker safety concerns will likely result in more growers turning to sustainable, non-toxic production methods.

Compost Replacing Peat - A large segment of the ornamental nursery industry depends on peat moss as a major constituent of their potting mix; however, in recent years, environmental concerns and the cost of peat have escalated. Many states have laws to reduce waste inputs, particularly organic residuals going to municipal landfills, to encourage recycling and the use of commercial compost produced from yard trimmings. Many nurseries receive composting materials from local waste management companies or local businesses, which may use herbicides that could damage nursery plants.

More Container-Grown Plants - Container-grown plants can be sold year-round, allowing growers to respond rapidly to changing market demands, and the labor savings can be significant, since no digging is required. Today, containers come in a large selection of sizes, styles, colors, and weights, each offering growers an option to meet their specific application.

Hydroponic Gardening - Some growers are considering hydroponics as an alternative to using pesticides like methyl bromide, which is being banned in the US. Hydroponic nurseries grow plants in water instead of soil. Hydroponic techniques require less pesticide, produce more plants in a shorter time, and allow plants to be grown in smaller, more urban spaces.

INDUSTRY OPPORTUNITIES

Positive Consumer Demographics - The most avid gardeners are older adults. In the US the number of adults 65 and over is expected to grow from 13 percent of the US population in 2010 to nearly a fifth of the population by 2030, potentially increasing demand for nursery products. The exercise involved in gardening offers health benefits for older adults such as improved hand and upper body strength. A growing number of younger people also are turning to gardening in places such as the US and UK. Growing vegetables and other edibles are especially popular among the young.

Automation for Mass Production - Greenhouses have had to automate to allow for mass production. Computers help regulate humidity, ventilation, and temperature, and track every pot, pack, and flat of plants. Even with automation, the nursery business is still labor-intensive; labor needs vary with the season.

Breeding New Varieties - Producers with research and development capabilities can breed and patent new plant varieties with unusual coloration and other characteristics, and can command higher prices. Monrovia says it can take years to research, develop, and nationally distribute a new type of plant.

Expansion of B2B Internet Sales - Plants (unlike bulbs and seeds) are difficult to sell over Internet sites because of concerns about quality. But B2B sales are expected to grow rapidly as buyers seek a greater variety of plants (often from small specialty producers). Some nurseries also sell their products through other e-commerce sites such as Amazon.com. A more highly developed transportation system is also increasing the range of profitable distribution for many producers.

Water Wise Products - Companies offer more drought-resistant plants and products that require very little water. Cactus and succulents have become popular options for gardeners who want to use less water. Native and low water use plants are desirable because they help the environment by conserving water and can help customers by reducing their water utility bills.

BOOK VALUE AND FINANCIAL POSITION

The Company's historical income statements and balance sheets are attached to this report as **Exhibit H** and **Exhibit J**. Certain financial ratios (five years) of the Company are computed and presented as **Exhibit L**. To compare the Company to the industry, we have utilized Bizminer Industry Financial Profile for the nursery and tree production industry.

Income Statement Analysis

Revenues

Revenues are generally the first component to be reviewed by financial analysts. Increases in revenues, all things being equal, should lead to higher profitability as the Company's fixed costs are spread over a wider revenue base leading to lower fixed costs per dollar of revenue. The following table represents the actual net revenue of the Company and the growth trend associated with each year.

	2010	2011	2012	2013	2014
Net Revenue	$1,383,552	$1,610,521	$1,629,472	$2,909,744	$2,618,950
Percentage of Change		16.4%	1.2%	78.6%	-10.0%

As shown above, revenue has been increasing in four of the last five years. The compound annual growth rate over the five year period was 17.3%.

Cost of Revenue

The Company's cost of revenue for the period analyzed was as follows:

	2010	2011	2012	2013	2014
Cost of Revenue	$1,110,907	$1,016,316	$1,019,546	$1,947,147	$1,886,276
Percentage of Revenue	80.3%	63.1%	62.6%	66.9%	72.0%

The Company's average cost of revenue for the period was approximately 69.0% of net revenue. Based upon the table above, it appears that the Company has had fluctuating costs of revenue as a percentage of revenue.

Operating Expenses

The Company's operating expenses, as presented in the table below, have averaged about 20.7% over the period analyzed. The following data represents the Company's operating expenses over the entire period as a percentage of total revenue.

	2010	2011	2012	2013	2014
Operating Expenses	$356,618	$459,323	$415,722	$314,345	$341,576
Percentage of Revenue	25.8%	28.5%	25.5%	10.8%	13.0%

The Company has lowered the levels of operating expenses in the most recent years.

The Company has realized the following pre-tax profits as a percentage of revenue as represented in the following table.

	2010	2011	2012	2013	2014
Pre-Tax Profit	$(175,231)	$45,356	$114,995	$582,464	$319,215
Percentage of Revenue	-12.7%	2.8%	7.1%	20.0%	12.2%

Balance Sheet Analysis

Assets

Current assets are represented by assets that are considered the most liquid should the Company need to generate cash. Fixed assets are the Company's physical property utilized in core business operations and include land and buildings. The following table illustrates the Company's current, fixed, and other assets as a percentage of total assets:

	2010	2011	2012	2013	2014
Cash and equivalents	0.6%	3.0%	1.8%	9.9%	1.9%
Accounts receivable, net	16.7%	16.8%	12.8%	16.8%	20.9%
Inventories	30.1%	33.1%	41.9%	36.3%	43.8%
Investment in Plant Depot	0.2%	0.2%	0.2%	0.2%	0.2%
Net fixed assets	51.2%	46.4%	42.9%	34.5%	33.0%
Intangible assets, net	0.6%	0.5%	0.4%	0.3%	0.2%
Utility deposit	0.0%	0.0%	0.1%	0.0%	0.0%
Deposit- Greenhouse I repair	0.0%	0.0%	0.0%	1.9%	0.0%

The majority of the Company's operating assets can be found in its inventories. Fixed assets have slightly decreased during this time period.

Liabilities and Shareholders' Equity

Shareholders' equity refers to the difference between the book value of a company's assets and its liabilities. The following table illustrates the Company's liabilities mix as a percentage of total liabilities and shareholders' equity:

	2010	2011	2012	2013	2014
Accounts payable	5.2%	8.7%	7.9%	7.0%	6.8%
Mortgages and notes payable in less than 1 year	0.0%	0.0%	0.5%	0.0%	0.0%
Loan payable- New tractor	0.0%	0.0%	0.0%	0.0%	0.0%
Loans from shareholders	26.0%	24.0%	23.2%	19.9%	15.6%
Mortgage, notes, bonds payable in 1 year or more	64.1%	61.3%	58.6%	48.7%	44.7%
Credit cards	0.8%	0.4%	0.8%	0.4%	0.3%
US Bank- Personal	0.0%	0.0%	0.1%	0.0%	0.0%

The Company's debt has decreased from approximately 96.2% to 67.5% over the period analyzed.

Conclusion

Revenue for the Company has increased in four of the five years analyzed. Pre-tax profit has been positive in all but one year, although growth in both revenue and pre-tax profit has been inconsistent. Pre-tax profit as a percentage of sales has been consistently lower for the Company than industry norms. The Company has lowered levels of liabilities in relation to equity over the period. Liquidity has been higher than industry norms for the Company.

In conclusion, although the Company's revenue has grown in four of the last five years and it has remained profitable, operating performance is weaker than industry norms. The Company's financial condition in terms of the level of liabilities in relation to equity is much weaker than industry norms, but stronger in terms of liquidity. The Company's shareholders' equity is positive and has grown consistently over the period.

DAMAGES ANALYSIS

Standard of Value

The standard of value used in this report is fair value. Fair value is defined by Florida Statute 607.1302 and as set forth in paragraph 607.1301(4) as follows:

- Immediately before the effectuation of the corporate action to which a shareholder objects.
- Using customary and current valuation concepts and techniques generally employed for similar businesses in the context of the transaction requiring appraisal, excluding any appreciation or depreciation in anticipation of the corporate action unless exclusion would be inequitable to the corporation and its remaining shareholders.
- For a corporation with 10 or fewer shareholders, without discounting for lack of marketability or minority status.

Factors Considered

Among other factors, this damage report considers elements of appraisal listed in the Internal Revenue Service's Revenue Ruling 59-60, which *"outlines and reviews in general the approach, methods, and factors to be considered in valuing shares of the capital stock of closely held corporations..."*[2] The damage analysis prepared is similar to an approach use to value a business. Specifically, Revenue Ruling 59-60 states that the following factors should be carefully considered in a valuation of closely held stock.[3]

(1) *The nature of the business and history of the enterprise from its inception* – The Company was formed in 2001 and is located in Apopka, Florida. The Company is an orchid nursery.

(2) *The economic outlook in general and condition and outlook of the specific industry in particular* – The consideration of the economic outlook is essential in performing a valuation. How the economy is performing has a bearing in part on how the Company performs (see discussion of economic and industry outlook).

[2] Internal Revenue Service, Revenue Ruling 59-60
[3] Ibid

(3) *The book value of the stock and the financial condition of the business* – The adjusted book value of the invested capital of the Company was calculated to be approximately $3,184,963 (see discussion in the "book value and financial position" section for details on the financial condition of the Company).

(4) *The earning capacity of the Company* – The Company's earnings have grown over four of the last five-year period. The Company's future earnings capacity would be expected to continue to grow if the Company were to operate as it has historically.

(5) *The dividend-paying capacity* – The Company has not paid distributions.

(6) *Whether or not the enterprise has goodwill or other intangible value* – It is generally acknowledged that goodwill may be measured by the earnings ability of an enterprise being valued. It can be broadly defined as those characteristics that induce customers to continue to do business with the Company and to induce new customers. Entity goodwill is that goodwill, which attaches to the entity rather than the individuals associated with the Company. In a fair market valuation, only the entity goodwill will be considered in arriving at a conclusion of value under the income approach. Our analysis suggests that the Company does not have goodwill, as the value of its identifiable assets adjusted to fair value under the asset approach is higher than its value calculated under the income approach.

(7) *Sales of the stock and size of the block to be valued* – We are not aware of any recent sales of stock of the Company, which would provide an indication of value during the period being analyzed.

(8) *The market prices of the stock of corporations engaged in the same or a similar line of business having their stocks actively traded in a free and open market, either on an exchange or over-the-counter* – The Market Approach has been considered in this damage analysis, a discussion of which may be found later in this report.

Sources of Information

Sources of information used in this damage analysis included the following:

- National Economic Review provided by Mercer Capital Management, Inc. for the second quarter of 2014;
- Bizminer Industry Financial Profile;
- First Research Industry Profile;
- Federal tax returns for 2009 through 2013;
- Internal financial statements for the Company for the interim period ending June 30, 2014
- Duff & Phelps' 2014 Valuation Handbook;
- Federal Reserve statistical releases;

This is not a complete list of the sources of information that was used to produce this report. We have included this list of the most prevalent sources to assist the reader.

In all cases, we have relied upon the referenced information without independent verification. This report is, therefore, dependent upon the information provided. A material change in critical information relied upon in this report would be cause for a reassessment to determine the effect, if any, upon our conclusion.

APPROACHES TO DAMAGES

Damage analysis is not subject to a precise formula, but is based on relevant facts, elements of common sense, informed judgment and reasonableness. Therefore, precise rules for determining applicable damages cannot be prescribed, however there are industry norms/standards that can be applied.

It is generally agreed that damage methods related to the value of a business (loss of business as a result of the taking) fall into three general categories: cost/asset approach, income approach, and market approach. However, it is not unusual for each of the approaches to use elements of other approaches in order to reach a conclusion of value (and resulting damages). Each of these methods will be discussed individually.

An asset approach is a method of determining a value of assets and/or equity interests using one or more methods based directly on the value of the assets of the business, less liabilities. It is analogous to the cost approach of other disciplines. This approach can include the value of both tangible and intangible assets. However, this approach is often unnecessary in the valuation of a profitable operating company as a going concern, as the tangible and intangible assets are automatically included, in aggregate, in the market and income approaches to value.

An income approach is a general method of determining a value indication of a business, asset, or equity interest using one or more methods wherein a value is determined by converting anticipated benefits. Depending on the nature of the business, asset or security being appraised, as well as other factors, anticipated benefits may be reasonably represented by such items as net cash flow, dividends, and various forms of earnings. Conversion of those benefits may be accomplished by either capitalization or discounting techniques. A capitalized returns method tends to be the more appropriate valuation method when it appears that current operations would have been indicative of future operations, assuming a normal growth rate. However, if the earnings of a business, as adjusted for normalized income and expense items, are low or negative, the earnings approaches should not be used.

Alternatively, a discounted future returns method tends to be more appropriate when future returns can be estimated with reasonable accuracy and are expected to be substantially different from current operations.

A market approach is a general method of determining a damage value indication of a business or equity interest using one or more methods that compare the subject to similar investments that have been sold. It has its theoretical basis in the principle of substitution, which states that the value of an object tends to be determined by the cost of acquiring an equally desirable substitute. Market transactions in business, business ownership interests, or securities can provide objective, empirical data for developing value measures to apply in business valuation. Such comparisons provide a reasonable basis for estimation to the relative investment characteristics of the asset being valued. Ideal guideline assets are in the same industry and use as the asset being valued, but if there is insufficient transactional evidence available in the same industry or use, it may be necessary to consider assets with an underlying similarity of relevant investment characteristics such as markets, products, growth, cyclical variability and other salient factors.

Summary of the Damages Analysis Approaches and Methods

In our damage analysis of the Company, we considered all three approaches to calculate damages. The theory being that the taking of the parcel will, in essence, be the taking of the entire business operations of the Company and that the remainder would not be able to operate as a profitable or sustainable business operation. Under the income approach, we utilized the capitalized income method because we expect the Company's historical operating performance would have been, not for the taking, to be indicative of its future operating performance. Under the asset approach, we prepared an analysis using the net asset value method

based on what was taken as compared to it fair value. We determined that the market approach was not appropriate for the valuation of the Company, as we were unable to find sufficient comparable companies.

APPLICATION OF THE DAMAGES ANALYSIS PROCESS

It is the analyst's task to review the pertinent information regarding the subject interest, apply accepted methodologies, as well as experience and judgment, to reach a supportable conclusion. In this matter, and as described in the following paragraphs, each of the three commonly accepted valuation approaches was considered in arriving at the ultimate conclusion of value.

Asset Approach

This method consists of determining the fair value of the assets that were taken. In preparing our calculation of value, we have utilized the Company's balance sheet as of June 30, 2014.

Damages under the asset approach would only include the value of assets that were taken or damaged in the taking. We did not include assets the Company would retain because the theory of the Company being able to sell or retain the remaining assets at fair value. Damages would be calculated as follows:

- Inventory listed fair value;
- Land, buildings and improvements taken are listed at fair value per an appraisal performed by Pinel & Carpenter, Inc.;
- The sale price of inventory sold was removed as a mitigating value;
- Closure costs were added as an additional cost;

The sale price of inventory was removed as a mitigation factor because the Company actually received proceeds from the sale of inventory after the taking. Not subtracting these proceeds would be double counting, once in the value and once in the actual cash received by the Company upon the sale. The details of our calculation for the net asset value method can be found on **Exhibit B**.

Closure costs were estimated to be zero by management. However, based on our experience and the report of Morgenstern Phifer & Messina, PA, an amount for closure costs is appropriate. We have estimated closure costs at $50,000.

In our opinion, the fair value of the assets acquired of the Company, on a control, marketable basis as of August 6, 2014, for damage purposes derived from this method, is $3,611,368.

Income Approach

Capitalized Income Method

This method determines the damages of a Company, as the result of the taking and the ultimate loss of the entire earning capacity of the business as the present value of all of the future cash flows that the business can generate to infinity. An appropriate cash flow is determined and then divided by a risk adjusted capitalization rate. In this instance, control cash flows were used, as we are valuing a 100% ownership interest of the invested capital in the Company. This method is presented on **Exhibit C**. The following paragraphs describe the steps that were taken to determine the Company's indicated value from this method. The damage value is stated on a marketable, control interest basis.

Determination of Appropriate Control Cash Flow

Under the capitalization of cash flows method, we used a pre-debt basis for our calculation. We began our analysis with the pre-tax earnings for the years ending June 30, 2010 through 2014. We believe that the most recent two years are the most representative of the future operations of the Company. As shown on **Exhibit G** we then made several adjustments to the pre-tax earnings:

- Bad debts were removed as non-recurring;
- Contributions were removed as non-operational; and
- Grants- US Agri were removed as non-recurring.

Interest expense was added back because we are calculating a value for the Company on a pre-debt basis. Thus, interest expense is added back to the cash flow. In addition, depreciation was added back to the income stream as a non-cash expense which does not represent the cash flow activity of the Company. The total of all of these items represents adjusted earnings before interest expense, taxes, depreciation and amortization.

The next step was to weight the five years. In this instance we determined that the two most recent years should be accorded equal weight as they best represent the future cash flows of the Company. After calculating the weighted average earnings, the next step was to deduct an estimated ongoing depreciation expense in order to calculate state and federal taxes. In this instance, the ongoing depreciation expense was estimated to be $105,000 based on historical average depreciation. After the ongoing depreciation was deducted, state and federal taxes were calculated at a combined rate of 37.6% and deducted. The amount that resulted was adjusted income pre-debt & after-tax.

Three further adjustments were then made to the pre-debt & after-tax income. The ongoing depreciation that was deducted to calculate taxes was added back because it is not a cash expense. The estimated future capital expenditures were then deducted. In this case, it was estimated that future capital expenditures would be equal to depreciation expense. The final adjustment was a working capital adjustment. This adjustment is based on industry data. After making these final three adjustments, the result, pre-debt & after-tax cash flow, was multiplied by one plus the long-term growth rate. Next year's ongoing free cash flow was then divided by a risk adjusted capitalization rate. The derivation of the capitalization rate is described below.

Determination of Weighted Average Cost of Capital

There are a few steps involved in calculating the Weighted Average Cost of Capital (WACC). These steps involve calculating the cost of equity, the cost of debt and the determination of an optimal capital structure for the Company.

Cost of Equity

The first step was to begin with the risk-free rate of return on long-term (20-year) U.S. Treasury Coupon Bonds of 3.01%, as reported in the *Federal Reserve Bulletin* at August 6, 2014.

The next step is to add the common stock equity risk premium and the small stock risk premium. In Duff & Phelps' 2014 Valuation Handbook, the equity risk premium applicable to the Company as of August 6, 2014 is 6.18%. The small stock risk premium of 5.99% (tenth decile), was also calculated in Duff & Phelps' 2014 Valuation Handbook.

The last step is to add a company specific premium, which takes into account additional risks that are specific to the Company. These additional risks include the Company's depth of management, the importance of key

personnel to the Company, the stability of the industry, the stability of the Company's earnings, the Company's earnings margin, the financial structure of the Company, the geographic location of the Company, the diversification of the Company's customer base, and other factors. After considering the above risk factors, it is our opinion, that a company specific premium of 3.0% is appropriate for the Company.

The total of these four factors provides a net cost of equity, which is also called the equity rate, of 18.18%.

Cost of Debt

The next step is to determine the cost of debt. To calculate this rate, we began by determining the prime rate at December 31, 2009 as 3.25%. We added two hundred basis points to estimate the borrowing rate of the Company. The result is the net cost of debt, net of estimated tax benefit of approximately 3.28%.

WACC

The next step is to determine the WACC using the debt and equity rates that were already calculated. The equity discount rate is multiplied by an equity percentage and the debt discount rate is multiplied by a debt percentage. In this instance, a 71% equity multiple and a 29% debt multiple were used. The percentages were then multiplied by the equity and debt discount rates calculated above and then summed to arrive at the WACC discount rate. As presented on **Exhibit E**, this rate was calculated to be 13.9%. From this amount, a 3.0% growth factor is deducted to arrive at a net cash flow capitalization rate for the next year. The 3.0% growth factor is a long-term growth factor used to adjust the capitalization rate according to how much the Company can expect to grow each year. In this instance, the rate amounts to 10.9%.

Conclusion of Value under the Capitalized Income Method (Control, Marketable Basis)

After dividing next year's adjusted pre-debt, after-tax cash flow by the capitalization rate, an invested capital value of $2,859,630 is derived. We then reviewed to determine if the Company carried any excess assets while producing their income stream. We obtained industry data and determined that, based on industry averages, the Company was carrying significant amounts of excess inventory ($1,044,000) in order to produce the calculated cash flow. As a result, this excess inventory was added to the value of the Company as an excess asset. The theory being that a typical buyer would require only a reasonable level of inventory in the purchase of this business.

The sale price of inventory after the taking was then removed as a mitigation factor because the Company actually received proceeds from the sale of inventory. Not subtracting these proceeds would be double counting, once in the value and once in the actual cash received by the Company upon the sale. In addition, closure costs were added as additional costs.

As presented on **Exhibit C**, the indicated invested capital value of the Company, derived from the capitalized cash flows method after all adjustments, add-back, and deductions was determined to be $3,380,034, which is stated on a control, marketable basis.

Discounted Cash Flow Method

This method is a multiple period valuation model that converts a future series of "benefit streams" into value by reducing them to present worth at a rate of return (discount rate) that reflects the risk inherent therein. The "benefit stream" may be pre-tax, after-tax, debt-free, free cash flow, or some other measure as deemed appropriate by and as adjusted by the valuator. Future income or cash flow is determined through accurate projections provided by the company. This method is appropriate where future performance is expected to be different than historical results. In this case, we concluded historic earnings and cash flows are the best

representation of expected future sustainable earnings and cash flows and because a reasonable and accurate forecast could not be prepared.

Market Approach

Market approach methods were reviewed to determine if third party transactions exist which would provide an indication of the value of the subject entity. The use of comparable companies require the analyst to quantify items of similarity, and adjust the indicated prices to provide for a true measurement of the subject entity's worth. The analyst must show that the comparable transactions are, in fact, comparable to the subject transaction.

We considered the following transactions in the market approach:

1. Actual or Proposed Sales of the Subject company
2. Transaction Method
3. Publicly-Traded Guideline Company Method

Actual or Proposed Sales of the Subject Company

We are not aware of any recent actual or proposed sales of the Company's common stock so this method can not be used.

Transaction Method

This method determines the value of a company by applying multiples from transactions involving comparable companies to its financial data. In this instance, we investigated the market using the Bizcomps and Pratt's Stats databases and were unsuccessful in finding sufficient information regarding the transactions of comparable companies. We have, therefore, not included this analysis in our final conclusion of value.

Publicly-Traded Guideline Company Method

A market approach using guideline companies requires estimates of (1) ongoing earnings (or a variation thereof such as EBITDA) for the Company; and (2) a capitalization rate (or multiple) derived from publicly-traded guideline companies, as described in the following paragraphs.

Search for Guideline Companies

Guideline companies are companies that provide a reasonable basis for comparison to the relevant investment characteristics of a company being valued. Guideline companies are most often publicly-traded companies in the same or similar business as the valuation subject. Guideline companies are used as a basis to develop valuation conclusions with respect to a subject company under the presumption that a similar market exists for the Company as exists for the guideline companies.

Ideal guideline companies are in the same business as the company being valued. However, if there is insufficient transaction evidence in the same business, it may be necessary to consider companies with an underlying similarity of relevant investment characteristics, such as markets, products, growth, cyclical variability, and other salient factors. In this instance, we have considered those companies that are similar based upon their product line.

In performing our search for publicly-traded guideline companies, we followed *Business Valuation Standard-V* of the American Society of Appraisers. Our procedure for deriving group guideline companies involves the following steps:

- Identify the industry in which the Company operates.
- Identify the Standard Industrial Classification Code (SIC) for the industry in which the Company operates.
- Using Internet search tools, search filings with the Securities & Exchange Commission (SEC) for businesses that are similar to the Company.
- Screen the initial group of companies to eliminate those that have negative earnings, those with a negative long-term debt to equity ratio and those companies for which the price of their stock could not be obtained.
- Review in detail the financial and operational aspects of the remaining potential guideline companies eliminating those with business lines distinctly different from the Company.

Based on the above criteria, our search did not identify any publicly-traded companies that are similar[4] to the Company. We have, therefore, not included this analysis in our final conclusion of value.

BUSINESS DAMAGES CONCLUSION

Based on our analysis as described in this business damages report, and the facts and circumstances as of the damages date, the damages incurred by the Company related to the taking of the above parcel of Korus Orchid Corporation at August 6, 2014 is **$3,611,000**.

This damage conclusion is subject to the Statement of Assumptions and Limiting Conditions found in **Appendix A** of this report and to the Analysts' Representations found in **Appendix B** of this report. We have no obligation to update this report or our conclusion of value for information that comes to our attention after the date of this report.

[4] "Similar" in relation to the use of this method refers to publicly-held companies that are the closest to the Company. They might not be identical in operations, but they are close enough in identity to allow for a conclusion on how the Company might react in the public market.

Appendix A
Assumptions and Limiting Conditions

The primary assumptions and limiting conditions pertaining to the damage estimate conclusion(s) stated in this detailed business damage report are summarized below. Other assumptions are cited elsewhere in this report.

1. The conclusion of damages arrived at herein is valid only for the stated purpose as of the date of the damage analysis.

2. Financial statements and other related information provided by Korus Orchid Corporation or its representatives, in the course of this engagement, have been accepted without any verification as fully and correctly reflecting the enterprise's business conditions and operating results for the respective periods, except as specifically noted herein. CliftonLarsonAllen LLP has not audited, reviewed, or compiled the financial information provided to us and, accordingly, we express no audit opinion or any other form of assurance on this information.

3. Public information and industry and statistical information have been obtained from sources we believe to be reliable. However, we make no representation as to the accuracy or completeness of such information and have performed no procedures to corroborate the information.

4. The conclusion of damages arrived at herein is based on the assumption that the current level of management expertise and effectiveness would continue to be maintained and that the character and integrity of the enterprise through any sale, reorganization, exchange, or diminution of the owners' participation would not be materially or significantly changed.

5. This report and the conclusion of damages arrived at herein are for the exclusive use of you and the parties identified in this report for the sole purpose noted herein. They may not be used for any other purpose or by any other party for any purpose. Furthermore the report and conclusion of damages are not intended by the author and should not be construed by the reader to be investment advice in any manner whatsoever. The conclusion of damages represents the considered opinion of CliftonLarsonAllen LLP, based on information furnished to them by Korus Orchid Corporation and other sources.

6. Neither all nor any part of the contents of this report (especially the conclusion of damages, the identity of any analyst, or the firm with which such damages specialists are connected or any reference to any of their professional designations) should be disseminated to the public through advertising media, public relations, news media, sales media, mail, direct transmittal, or any other means of communication, including but not limited to the Securities and Exchange Commission or other governmental agency or regulatory body, except those identified within this report, without the prior written consent and approval of CliftonLarsonAllen LLP.

7. Future services regarding the subject matter of this report, including, but not limited to testimony or attendance in court, shall not be required of CliftonLarsonAllen LLP unless previous arrangements have been made in writing.

8. CliftonLarsonAllen LLP is not an environmental consultant or auditor, and it takes no responsibility for any actual or potential environmental liabilities. Any person entitled to rely on this report, wishing to know whether such liabilities exist, or the scope and their effect on the value of the property, is

encouraged to obtain a professional environmental assessment. CliftonLarsonAllen LLP does not conduct or provide environmental assessments and has not performed one for the subject property. No special subsoil or toxic inspection or engineering studies were requested or conducted. Our report does not take into consideration the existence of any toxic, hazardous, or contaminated substances or materials and the cost of encapsulation treatment or removal of such material, if any. If there is concern over the existence of such conditions and the cost of treatment, a qualified engineer or contractor should be consulted.

9. CliftonLarsonAllen LLP has not determined independently whether Korus Orchid Corporation is subject to any present or future liability relating to environmental matters (including, but not limited to CERCLA/Superfund liability) nor the scope of any such liabilities.

10. No change of any item in this business damage report shall be made by anyone other than CliftonLarsonAllen LLP, and we shall have no responsibility for any such unauthorized change.

11. Unless otherwise stated, no effort has been made to determine the possible effect, if any, on the subject business due to future Federal, state, or local legislation, including any environmental or ecological matters or interpretations thereof.

12. Except as noted, we have relied on the representations of the owners, management, and other third parties concerning the value and useful condition of all equipment, real estate, investments used in the business, and any other assets or liabilities, except as specifically stated to the contrary in this report. We have not attempted to confirm whether or not all assets of the business are free and clear of liens and encumbrances or that the entity has good title to all assets. No investigation of legal fees or title to the property has been made, and the owner's claim to the property has been assumed valid.

13. The approaches and methodologies used in our work did not comprise an examination in accordance with generally accepted accounting principles, the objective of which is an expression of an opinion regarding the fair presentation of financial statements or other financial information, whether historical or prospective, presented in accordance with generally accepted accounting principles. We express no opinion and accept no responsibility for the accuracy and completeness of the financial information or other data provided to us by others. We assume that the financial and other information provided to us is accurate and complete, and we have relied upon this information in performing our valuation.

14. The damage analysis may not be used in conjunction with any other appraisal or study. The damage conclusion(s) stated in this report is based on the program of utilization described in the report, and may not be separated into parts. The report was prepared solely for the purpose, function and party so identified in the report. The report may not be reproduced, in whole or in part, and the findings of the report may not be utilized by a third party for any purpose, except as noted in the report, without the express written consent of CliftonLarsonAllen LLP.

15. Unless otherwise stated in the appraisal, the damage analysis of the business has not considered or incorporated the potential economic gain or loss resulting from contingent assets, liabilities or events existing as of the valuation date.

16. The working papers for this engagement are being retained in our files and are available for your reference. We would be available to support our damage conclusion(s) should this be required. Those services would be performed for an additional fee.

17. All facts and data set forth in our letter and report are true and accurate to the best of the Appraiser's knowledge and belief.

18. All calculations as to damages are presented as the Appraiser's conclusion based on the facts and data set forth in this report.

19. During the course of the damage analysis, we have considered information provided by management and other third parties. We believe these sources to be reliable, but no further responsibility is assumed for their accuracy.

20. We made an on-site visit to selected Company facilities.

21. We have no responsibility or obligation to update this report for events or circumstances occurring subsequent to the date of this report.

22. Our report is based on historical financial information provided to us by management and other third parties. This information has not been audited, reviewed or compiled by us, nor has it been subjected to any type of audit, review or compilation procedures by us, nor have we audited, reviewed or compiled the books and records of the subject company. Had we audited, reviewed or compiled the underlying data, matters may have come to our attention which would have resulted in our using amounts which differ from those provided; accordingly, we take no responsibility for the underlying data presented or relied upon in this report.

23. Our damages judgment, shown herein, pertains only to the subject business, the stated value standard (fair value), as at the stated valuation date, and only for the stated damages purpose(s).

24. The various estimates of value presented in this report apply to the damage report only, and may not be used out of the context presented herein.

25. In all matters that may be potentially challenged by a Court or other party we do not take responsibility for the degree of reasonableness of contrary positions that others may choose to take, nor for the costs or fees that may be incurred in the defense of our recommendations against challenge(s). We will, however, retain our supporting workpapers for your matter(s), and will be available to assist in defending our professional positions taken, at our then current rates, plus direct expenses at actual, and according to our then current Standard Professional Agreement.

26. The report assumes all required licenses, certificates of occupancy, consents, or legislative or administrative authority from any local, state or national government, or private entity or organization have been or can be obtained or reviewed for any use on which the opinion contained in the report are based.

27. The obligations of CliftonLarsonAllen LLP are solely corporate obligations, and no officer, director, employee, agent, contractor, shareholder, owner or controlling person shall be subject to any personal liability whatsoever to any person, nor will any such claim be asserted by or on behalf of any other party to this agreement or any person relying on the report.

28. We express no opinion for matters that require legal or other specialized expertise, investigation, or knowledge beyond that customarily employed by business damage analysts.

29. Unless stated otherwise in this report, we express no opinion as to: 1) the tax consequences of any transaction which may result, 2) the effect of the tax consequences of any net value received or to be received as a result of a transaction, and 3) the possible impact on the market value resulting from any need to effect a transaction to pay taxes.

30. Management is assumed to be competent, and the ownership to be in responsible hands, unless noted otherwise in this report. The quality of business management can have a direct effect on the viability and value of the business.

31. We requested, but did not receive information relating to the interest rate on the Company's debt. As a result, we used our judgment in applying an interest rate on the Company's debt.

32. We requested, but did not receive, information on the level of closing costs incurred by the Company. As a result, we used our judgment in calculating closing costs.

33. We obtained from the Company the calculation of the value of inventory at the date of taking and the amount and quantity of inventory sold subsequent to the taking. No independent testing of these amounts was performed. Any changes to these inventory amounts would change the damage amount.

Appendix B
Analysts' Representations

I represent that, to the best of our knowledge and belief:

1. The statements of fact contained in this detailed business damage report are true and correct.
2. The reported analyses, opinions and conclusions of damages are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, independent, unbiased, objective professional analyses, opinions and conclusions.
3. I have no present or prospective/contemplated financial or other interest in the business or property that is the subject of this report, and I have no personal financial or other interest or bias with respect to the property or the parties involved.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is fee-based and is not contingent upon the development or reporting of a predetermined damages or direction in value, the outcome of the damage analysis, the amount of the damage opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this analysis.
6. The economic and industry data included in the valuation report have been obtained from various printed or electronic reference sources that the analysts believe to be reliable. The analysts have not performed any corroborating procedures to substantiate that data.
7. The parties for which the information and use of the valuation report is restricted are identified; the valuation report is not intended to be and should not be used by anyone other than such parties.
8. The analyst used the work of one or more outside specialists to assist during the damage engagement. The specialist is Mr. Walter N. Carpenter, JR., MAI, CRE with the firm Pinel & Carpenter, Inc.
9. The analysts have no obligation to update the report or the opinion of value for information that comes to our attention after the date of the report.
10. This report and analysis were prepared under the direction of Les W. Eiserman with significant professional assistance from Jessica C. Soppe.
11. The undersigned is an analyst who regularly performs damages and fair value determinations. His background, experience, education, and professional association memberships (and activities) are presented in **Appendix C** and demonstrate our qualifications to perform these valuations.

Les W. Eiserman, CPA/CVA
Principal
Forensic and Valuation Services Group

1/19/15
Date

Appendix C
Qualifications of Analyst

Les W. Eiserman, CPA, CVA

CliftonLarsonAllen LLP

Principal
Orlando, FL

407-802-1200
les.eiserman@CLAconnect.com

CliftonLarsonAllen

PROFILE

Principal-in-Charge of the CliftonLarsonAllen Audit and Review Practice in the Orlando Office. Les also serves as the Construction and Real Estate lead for the Southeast US Region. In addition, Les is a member of the CliftonLarsonAllen Construction and Real Estate National Leadership Team. Les has over 30 years of accounting and audit experience. Les spent his first 7 years with an international accounting firm as an audit manager. Les's will utilize industry knowledge and the information obtained through the audit to bring best practice ideas and solutions to the Company's management team.

Les has significant accounting and auditing experience with real estate partnerships. He has been involved with the ZOM entities and has serves as the audit principal on all the real estate partnerships for this entity. In addition, Les served as the audit principal for numerous real estate partnerships managed by Ginn Development. Finally, Les has served as the audit or consulting principal on various other real estate partnerships.

PROFESSIONAL EXPERIENCE

- Directly overseeing the planning, performance and review of accounting, litigation, consulting and valuation procedures.
- Over twenty-nine years of auditing and consulting experience.
- Former manager of audit and financial consulting services in the Orlando office of Arthur Andersen & Co.
- Principal and Director of Auditing, Litigation, Accounting and Consulting Services at CliftonLarsonAllen.
- Member of Natoinal Construction and Real Estate Leadership Team at CliftonLarsonAllen.
- Litigation support services, forensic and investigation analysis.
- Over twenty years of valuation services to public and privately held businesses.
- Expert testimony, special master and receivership.

PROFESSIONAL AFFILIATIONS

- Member of the American and Florida Institutes of Certified Public
- Accountants.
- Member of the National Association of Certified Valuation Analysts.
- Member of the Association of Certified Fraud Examiners.

- Member of the Business Valuation Forensic Litigation Services division of AICPA.
- Member of the Association for Corporate Growth.
- Member of the Urban Land Institute.
- Member and Advisory Board for the Associated General Contractors of Central Florida.

CIVIC AFFILIATION/COMMUNITY INVOLVEMENT

- Board of Directors (past Chairman), Investment and Finance
- Committee member for the Boys and Girls Clubs of Central Florida.
- Member of the University of Central Florida Golden Knights Club (former BOD member).
- Former mentor for the University of Central Florida Student Alumni Association.
- Past President and member of the Executive Committee of the University of Central Florida Alumni Association.
- Member of UCF College of Business Administration Dean's Executive Council.
- Member and former Board of Directors, UCF College of Business Alumni Chapter.
- Member of Leadership Orlando Alumni Association and former member of Board of Directors.
- Former Member and Treasurer of Orangewood Christian School Board.
- Finance Committee of Orangewood Presbyterian Church.
- Board Member and Treasurer of The Jobs Partnership of Central Florida.

EDUCATION AND LICENSES

- Certified Valuation Analyst.
- Licensed CPA in the state of Florida.
- B.S., Accounting, University of Central Florida.
- Masters in Business Administration, University of Central Florida.

APPENDIX D

National Economy

Second Quarter 2014

General Economic Overview

Gross Domestic Product

According to advance estimates released by the Department of Commerce's Bureau of Economic Analysis, Real Gross Domestic Product ("GDP"), the output of goods and services produced by labor and property located in the United States, increased at an annualized rate of 4.0% during the second quarter of 2014. The increase in real GDP during the second quarter was attributable to personal consumption expenditures, private inventory investment, exports, nonresidential fixed investment, state and local government spending, and residential fixed investment. Imports, which are subtracted from the national income and product accounts used in the calculation of GDP, increased and partially offset the positive contributors.

The 4.0% increase in real GDP during the second quarter of 2014 was generally higher than economists' expectations and follows a decline of 2.1% in the first quarter of 2014 and an increase of 3.5% in the fourth quarter of 2013. Significantly, first quarter GDP was revised from the advance estimate of growth of 0.1% to a decline of 2.1%. Additionally, revisions spanning the previous three years were also released in order to reconcile GDP and gross domestic income (GDI trends). Economists attribute the GDP growth in part to improving customer spending, which was in turn driven by labor market improvement. Following last quarter's slower growth in durable good purchases, this quarter's purchases of durable goods rose at the fastest rate since the recession's end. Economists generally anticipate growth to continue, although GDP growth is expected to decelerate. A survey of economists conducted by The Wall Street Journal reflects a consensus GDP forecast of 3.1% GDP in the third quarter of 2014.

Economic Indicators

The Conference Board ("TCB") reported that the Leading Economic Index ("LEI"), the government's primary forecasting gauge, increased 0.3% in June 2014 to 102.2, after increases of 0.3% and 0.7% in April and May, respectively. Traditionally, the index is thought to gauge economic activity six to nine months in advance. Multiple consecutive moves in the same direction are said to be indicative of the general direction of the economy. The LEI has increased in each of the last five months.

Economists at the Conference Board view the LEI's performance positively and forecast accelerating economic growth in the second half of 2014. According to Ataman Ozyildirim, an economist at The Conference Board, "Housing permits, the weakest indicator during this period, pose some risk to this improving outlook. But favorable financial conditions, generally positive trends in the labor markets and the outlook for new orders in manufacturing have offset the housing market weakness over the past six months." Ken Goldstein, another economist at The Conference Board, added, "Stronger consumer demand driven by sustained job gains and improving confidence remains the main source of improvement for the U.S. economy. In addition to a stronger housing market, increased business investment could also provide an upside to the overall economy."

Six of the LEI's ten leading economic indicators rose during June 2014. The positive contributors to the LEI (largest to smallest) included the interest rate spread, the Leading Credit Index™ (inverted), stock prices, the ISM® new orders index, manufacturers' new orders for nondefense capital goods excluding aircraft, and manufacturers' new orders for consumer goods and materials. Building permits, average weekly manufacturing hours, and average weekly initial claims for unemployment insurance (inverted) declined. Average consumer expectations for business conditions were flat. During the six-month span through June 2014, the LEI increased 2.7%, slower than the 3.5% growth in the previous six month period. In June, the Coincident Economic Index increased 0.2% and the Lagging Economic Index increased 0.5%.

Historical Business Cycle and Fiscal Situation

The economy deteriorated considerably during the second half of 2008 and continued to display declining performance during the first half of 2009 as crisis engulfed the financial sector, causing significant damage to financial institutions on a global scale. As a result of the crisis, lending activities and market liquidity became constrained, intensifying a downward spiral in the broader economy as businesses struggled to obtain the capital necessary for operations and investment while consumers reduced spending in response to high unemployment and depressive conditions in the housing market.

In late November 2008, the Business Cycle Dating Committee of the National Bureau of Economic Research ("NBER") determined that economic activity in the U.S. had peaked in December of 2007 and that the economy had then entered a state of contraction. In September 2010, the NBER determined that the contraction that began in December 2007 had ended in June 2009. The following table provides perspective concerning NBER business cycles dating from the Great Depression to the present. The 2008/2009 contraction represented the longest of 13 contractions subsequent to the Great Depression.

NBER Business Cycle Reference Dates (1929 - Present)

Month & Year of Economic		Duration in Months of	
Peak	Trough	Contraction	Prior Expansion
August 1929	March 1933	43	21
May 1937	June 1938	13	50
February 1945	October 1945	8	80
November 1948	October 1949	11	37
July 1953	May 1954	10	45
August 1957	April 1958	8	39
April 1960	February 1961	10	24
December 1969	November 1970	11	106
November 1973	March 1975	16	36
January 1980	July 1980	6	58
July 1981	November 1982	16	12
July 1990	March 1991	8	92
March 2001	November 2001	8	120
December 2007	June 2009	18	73

On August 2, 2011 (the date the Treasury Department expected the U.S. to reach its congressionally mandated debt ceiling), President Obama signed the Budget Control Act of 2011 (the "BCA"), ending the debt ceiling crisis in the near term, and thus ameliorating concerns for a default on the nation's debt. The BCA immediately increased the debt ceiling by $400 billion, with additional increases contingent upon congressional disapproval (i.e., Congress must vote to deny the ceiling increase requests), and created the Joint Select Committee on Deficit Reduction (commonly referred to as the "Supercommittee") tasked with recommending policies to reduce the budget deficit by at least $1.2 trillion over the next ten years. In the event that a consensus could not be reached by the Supercommittee, the BCA called for automatic spending cuts (the "sequester") starting in 2013. Despite actions to manage both the immediate crisis and the subsequent processes to encourage fiscal discipline, Standard & Poor's lowered the U.S. long-term credit rating from AAA to AA+. The other major credit rating agencies maintained U.S. long-term credit ratings of Aaa and AAA, respectively (both the highest possible credit ratings).

The United States reached its statutory debt limit again on December 31, 2012. In January 2013, Congress passed legislation suspending the federal government's borrowing limit until May 19, 2013. On May 19, the debt ceiling was reset to reflect borrowings through that date, but was not raised above that level. The Treasury Department began employing "extraordinary measures" to avoid breaching the debt ceiling. At the end of September, Treasury Secretary Jacob Lew indicated that these measures would be exhausted no later than October 17, leaving the United States unable to meet all of its obligations after that date.

Political infighting over U.S. federal government's budget led to a government shutdown beginning on October 1, 2013. After 16 days, Congress passed legislation to fund government operations through January 15, 2014 and suspend the debt ceiling through February 7, 2014. According to a report released by the White House in November 2013, the shutdown resulted in an estimated $2 billion to $6 billion in lost economic output. In December 2013, Congress passed a budget deal which set spending levels for fiscal 2014 through 2015 and eased automatic spending cuts called for under the sequester. In February 2014, Congress passed legislation raising the debt limit through March 2015 without any conditions. The second quarter was largely devoid of major budget battles. In April 2014, the Congressional Budget Office announced that the federal deficit would fall to $492 billion during the fiscal year, 32% below its fiscal 2013 level and 4.4% lower than projections earlier in the year. The 2014 deficit, accounting for 2.8% of the national economy, marks the fifth year of deficit decline. The cumulative deficit is anticipated to fall through 2015 before rising again in later years. The deficit resulting from the 2014 budget represents the smallest shortfall since 2008, due to the strengthening economy and reduced unemployment.

Geopolitical Developments

In February 2014, widespread protests in Ukraine regarding the government's pro Russia stance concerning trade negotiations resulted in the removal of President Viktor Yanukovich from office. He was replaced by a provisional pro-EU government appointed by opposition forces. In the wake of these events, Russia annexed Ukraine's Crimea region, which prompted many Western countries to issue sanctions against Russian politicians and companies and offer aid to the provisional Ukrainian government. Fighting between the Ukrainian government and pro-Russia forces has intensified throughout the second quarter despite pro-EU Petro Poroshenko's election as President. U.S. financial markets experienced few short-term effects as a result of the upheaval in Ukraine. Although the Russian stock market fell over 20% between January and mid-March 2014, it has largely recovered and rising oil prices have helped to stabilize the Russian economy. Due to elevated levels of capital outflow from the country, Standard & Poor downgraded Russia's sovereign debt to the lowest possible investment grade rating, BBB-, with a negative outlook in April 2014. Ongoing disruptions in Ukraine could affect gas prices in Europe, slowing growth internationally.

In addition to the danger from Ukraine, upheaval in Iraq could have a significant impact on oil prices. The spread of the Islamic militant group known as ISIS (or ISIL) from Syria into northern Iraq in June 2014 and its subsequent efforts to build an independent state prompted Kurdish forces to seize oil fields in the northern part of the country. While refineries in the south of Iraq were largely unaffected, in June 2014 oil prices reached their highest since September 2013. In June 2014, analysts predicted that falling exports from Iraq, Iran, and Libya could escalate oil prices beyond $110 per barrel, potentially slowing both domestic and international growth.

Consumer Spending and Inflation

Inflation

According to the Bureau of Labor Statistics, the Consumer Price Index ("CPI") increased 0.3% in June 2014 (on a seasonally adjusted basis), following increases of 0.3% and 0.4% in April and May, respectively. The unadjusted CPI stood at 238.3 (CPI-U all urban consumers, 1982-1984 = 100). June's change was largely a function of the gasoline index, which rose 3.3%, two-thirds of all component increases. The Core CPI, which excludes food and energy prices, increased 0.1% in June, following increases of 0.2% and 0.3% in April and May, respectively. The seasonally adjusted annual rate ("SAAR") of inflation for the second quarter was 3.5%, compared with 1.5% and 1.8% in the fourth quarter of 2013 and the first quarter of 2014, respectively. Core inflation was 2.5% (SAAR) in the second quarter of 2014, following rates of 1.6% and 1.8% in the fourth quarter of 2013 and the first quarter of 2014, respectively. Over the previous twelve months, the CPI and Core CPI increased 2.1% and 1.9%, respectively, on an unadjusted basis. The recent low level of inflation has eased concerns related to potential inflationary pressure caused by the Federal Reserve's bond buying activities and gives the central bank more leeway with its accommodative monetary policies.

The Producer Price Index ("PPI"), which is generally recognized as predictive of near-term consumer inflation, increased 0.4% in June 2014 (PPI for final demand, seasonally adjusted), after an increase of 0.6% in April and a decline of 0.2% in May. In January 2014, the BLS transitioned from the Stage of Processing to the Final Demand-Intermediate Demand (FD-ID) aggregation system. The FD-ID system captures a larger portion of the economy (including services and government purchases, of which neither was previously included in PPI measurements). The change in system does limit comparability to prior PPI releases. The core PPI for final demand goods (excluding food and energy) increased 0.1% in June. Decreases in food largely offset increases in energy costs. The final demand goods PPI (excluding foods and energy) increased 0.3% in April and remained stable in May. The final demand services PPI increased 0.3% in June, following an increase of 0.6% in April and a decrease of 0.2% in May. On an unadjusted basis, the twelve-month change in the final demand PPI was 1.9%.

Retail Sales and Personal Consumption

According to the Census Bureau of the U.S. Department of Commerce, the advance estimates of U.S. retail and food service sales (adjusted for seasonal, holiday, and trading-day differences) for June 2014 were up 0.2% from the previous month and 4.3% above June 2013. This represented the fifth straight month of increases, following a post-holiday season decline in January. Core retail and food service sales (which exclude motor vehicles & parts) were up 0.4% relative to May 2014 and 3.7% relative to June 2013. In the second quarter of 2014, core and food service sales increased 1.8% relative to the first quarter of 2014 and were 3.5% above the level observed in the second quarter of 2013.

Personal consumption spending represents approximately two-thirds of total economic activity and is a primary component of overall economic growth. Real personal consumption spending increased 2.5% in the second quarter of 2014, following increases of 3.7% in the fourth quarter of 2013 and 1.2% in the first quarter of 2014. According to the Bureau of Economic Analysis, durable goods purchases increased 14.0% in the second quarter of 2014, following increases of 5.7% in the fourth quarter of 2013 and 3.2% in the first quarter of 2014.

Business and Manufacturing Productivity

According to the Bureau of Labor Statistics, seasonally adjusted nonfarm business productivity, as measured by the hourly output of all persons, increased at an annual rate of 2.5% in the second quarter of 2014. The productivity increase was a function of the 5.2% increase in output exceeding the 2.7% increase in hours worked. The productivity increase was larger than economists' expectations, and follows a revised 4.5% decrease in productivity during the first quarter of 2014, which represented the largest decrease since 1981. Real hourly compensation increased 0.1% during the second quarter. Annual average productivity increased 1.2% from the second quarter of 2013 to the second quarter of 2014.

Productivity increased 2.0% for the business sector (inclusive of farming activity) in the second quarter of 2014. This was the result of a 4.9% increase in output and a 2.8% increase in hours worked. Manufacturing productivity, generally more volatile in its quarterly measures, increased 3.6% during the quarter.

Industrial Production and Capacity Utilization

According to the Federal Reserve, seasonally adjusted industrial production rose 0.2% in June 2014, after no change in April and an increase of 0.5% in May. Manufacturing output increased 0.1% and mining output increased 0.8%. Second quarter production increased at an annual rate of 5.5%, following increases of 4.9% and 3.9% in the fourth quarter of 2013 and the first quarter of 2014, respectively. Following the large, weather-related spike in the first quarter, utility output declined at an annual rate of 21.4%. In the second quarter, manufacturing output increased at an annual rate of 6.7%, following increases of 4.2% and 1.4% in the fourth quarter of 2013 and the first quarter of 2014, respectively.

Seasonally adjusted capacity utilization was 79.1% in June 2014, after measures of 79.0% and 79.1% in April and May, respectively. June 2014's overall capacity increased 2.6% over June 2013's capacity. Capacity utilization increased 1.7% over the last twelve months. Capacity utilization for the second quarter measured 79.1%. During the fourth quarter of 2013 and the first quarter of 2014, capacity utilization measured 78.4% and 78.6%, respectively. Capacity utilization remains below the historical average of approximately 80% dating back to the early 1970s, but has increased steadily from levels experienced at the apex of the financial crisis. High rates of capacity utilization (generally above 80%) can be a harbinger of higher inflation as incremental output becomes more difficult to achieve without higher wages and capital investment. Continuing increases in utilization measures suggest the potential for a renewal of business investment in the foreseeable future.

The Financial Markets

Broad market equity indices exhibited generally upward performance in the second quarter of 2014. The S&P 500 and the NASDAQ both posted six consecutive quarters of gains, a trend not seen since 2000. The Dow Jones has recorded five quarters with gains out of the last six. Yields on two-, three-, and five-year U.S. Treasury securities rose during the second quarter.

- The Dow Jones Industrial Average ended the second quarter of 2014 at 16826.60, up 2.2% for the quarter, following gains of 9.6% in the fourth quarter of 2013 and a loss of 0.7% in the first quarter of 2014. The Dow was up 26.5% for all of 2013.
- The S&P 500 Index increased 4.7% during the first quarter to close at 1960.23, following a 9.9% increase in the fourth quarter of 2013 and a 1.3% increase in the first quarter of 2014. The S&P 500 was up 29.6% in 2013.
- The NASDAQ Composite Index rose 5.5% during the first quarter to close at 4408.18, following gains of 10.7% in the fourth quarter of 2013 and 0.5% in the first quarter of 2014. For all of 2013 the NASDAQ was up 38.3%.
- The broad market Wilshire 5000 Index closed at 20862.74, up 4.3% for the quarter, following gains of 9.6% in the fourth quarter of 2013 and 1.5% in the first quarter of 2014. It was up 31.4% for all of 2013.

Standard & Poor's downgrade of America's credit rating in August 2011 had the somewhat ironic effect of causing a rally in Treasuries as investors fled to quality, pushing down yields. The yield on ten-year Treasury securities set a historic low in 2011 before falling even further in 2012.

In mid-June 2013, then Federal Reserve Chairman Ben Bernanke discussed potentially slowing the rate of central bank Treasury security and mortgage-backed security purchases later in the year (widely referred to in the media as "tapering"), causing longer-term Treasury yields to increase in the third quarter of 2013. However, yields declined in late September 2013 after the Federal Reserve announced that it would not begin tapering asset purchases, but subsequently rebounded that December as the Federal Reserve announced that it would reduce its bond buying activities beginning in January 2014. During the first two quarters of 2014, longer-term yields have generally fallen. Bond prices are negatively correlated with their respective yields, which can shift abruptly due to investor reactions to major variances in reported economic data versus market expectations (e.g., expected inflation, growth, monetary policy, other Federal Reserve actions). Economists surveyed by *The Wall Street Journal* anticipate yields to rise over the next several years.

Housing Market

Home building activity has traditionally been a primary driver of overall economic activity because new home construction stimulates a broad range of industrial, commercial, and consumer spending and investment. According to the U.S. Census Bureau, new privately-owned housing starts were at a seasonally adjusted annualized rate of 893,000 units in June 2014, 9.3% below the revised May rate of 985,000 units, but 7.5% above the June 2013 level. The June 2014 level of housing starts represents a nine-month low and the decline between May and June was largely driven by a record drop of starts in southern states. The seasonally adjusted annual rate of private housing units authorized by building permits (considered the best indicator of future housing starts) was 963,000 units in June 2014, 4.2% below the revised May estimate of 1,005,000, but 2.7% above the June 2013 level.

According to the National Association of Realtors, existing-home sales (at a seasonally adjusted annual rate) totaled 5.04 million in June 2014, 2.6% above the May level, but 2.3% below the June 2013 level. Housing inventory stood at 2.30 million existing homes, representing approximately 5.5 months of supply at the current sales pace. The national median existing-home price increased 4.3% relative to June 2013. The increase in home prices was driven, in part, by the declining number of distressed home sales. Distressed sales, which include foreclosures and short sales, accounted for approximately 11% of sales in June 2014, relative to 15% of home sales in June 2013.

Overall, the June 2014 data indicate that the housing market recovery has slowed. It has improved considerably from the depths of the financial crisis, though the market remains well below highs seen in 2005 and 2006. Going forward, higher interest rates and tighter underwriting standards for mortgages pose additional risks to the housing market recovery.

Unemployment and Payroll Jobs

According to the Labor Department's Bureau of Labor Statistics ("BLS"), the unemployment rate was 6.1% in June 2014, down slightly from 6.3% in both April and May. Unemployment rates increased steadily throughout 2008 and into 2009, peaking at a level of 10% in October 2009. The October 2009 unemployment rate represented the highest level since 1983. The June 2014 rate is the lowest rate since September 2008. While the June unemployment rate is lower than rates observed over the past several years, the labor force participation rate is also generally lower. The last time in which labor force participation was lower than its current level was 1978. As job availability increases, the labor force will likely increase due to individuals re-entering the workforce, which could lead to an increase in the unemployment rate in the short

term. Economists surveyed by The Wall Street Journal anticipate a continued decline to 5.9% by year-end 2014.

The number of nonfarm payroll jobs increased by 288,000 in June 2014, slightly above economists' expectations. June's gain follows increases of 304,000 and 224,000 jobs in April and May, respectively. Between 2008 and 2010, the economy lost more than 8.7 million nonfarm payroll jobs. In 2013, the economy added 2.3 million nonfarm payroll jobs, with the private services sector being the largest producer of jobs. Economists surveyed by The Wall Street Journal anticipate payroll gains of approximately 212,000 jobs per month over the next year. Population growth was estimated to add approximately 100,000 individuals to the workforce per month.

Monetary Policy and Interest Rates

The Federal Reserve's Open Market Committee ("FOMC") lowered its target for the federal funds rate to a range of 0% to 0.25% during the fourth quarter of 2008, representing a total rate cut of 175 to 200 basis points during the quarter. Target rates were held steady during 2009 and have remained unchanged through the second quarter of 2014. In September 2012, the FOMC announced that rates would likely stay low until mid-2015. In December 2012, the mid-2015 language was replaced with more explicit language regarding unemployment and inflationary thresholds which must be met before the target federal funds rate will be changed. The FOMC stated that the target range for the federal funds rate would remain at low levels while near-term inflation expectations do not exceed the Fed's 2% long-run goal by more than 0.5 percentage points and longer-term inflation expectations continue to be well anchored. In March 2014, the FOMC dropped its reference to a 6.5% unemployment rate as guidance, referencing the difficultly in determining the strength of the labor market amid shrinking payrolls and part-time workers seeking full-time employment, both of which exert a downward pressure on the traditionally calculated unemployment. The FOMC stressed that it remained committed to its goal of returning to full employment, but has not set a firm definition of "full employment".

The Federal Reserve has undertaken several accommodative monetary policy actions to keep interest rates low in an effort to spur the economic recovery. Currently, those actions include the purchase of agency mortgage-backed securities and long-term Treasury securities. The December 2013 FOMC statement indicated that asset purchases would be reduced by $10 billion (in aggregate) per month, beginning in January 2014. These reductions have occurred as scheduled through June 2014. In a June press conference, Chairwomen Yellen stated that the Federal Reserve would begin "purchasing $35 billion of securities per month, down $10 billion from our current rate. Even after today's action takes effect, we will continue to expand our holdings of longer-term securities, and we will also continue to roll over maturing Treasury securities and reinvest principal payments from the FOMC's holding of agency debt and agency mortgage-backed securities in agency mortgage-backed securities. These sizable and still-increasing holdings will continue to put downward pressure on longer-term interest rates, support mortgage markets, and make financial conditions more accommodative, helping to support job creation and a return of inflation to the Committee's objective." Chairwoman Yellen further noted that "purchases are not on a preset course, and the Committee's decisions about the pace of purchases remain contingent on its outlook for jobs and inflation as well as its assessment of the likely efficacy and costs of such purchases." If the reductions continue at the current pace, the program would wind down in late 2014.

Information received by the FOMC indicated that economic growth has rebounded. Fiscal policy continues to restrain growth, but with less of an effect than in previous quarters. The unemployment rate has declined but remains elevated relative to full employment levels seen prior to the recession. While household spending and business fixed investment have shown improvement, the housing sector recovery has slowed in recent months. Inflation in recent periods has been lower than the FOMC's long-run objective, though long-term expectations have remained stable. The FOMC expects economic growth to continue, with projected real GDP growth in 2015 and 2016 exceeding long-run expectations. In light of the job market growing faster than inflation, the FOMC revised its guidance relating to ongoing taper actions. In its most recent press release, the FOMC again stated that the federal funds rate may remain lower "than normal in the long run" even after inflation and employment near mandate levels, based on future economic conditions. The FOMC continued to emphasize that it will be considering broader representations of the labor market beyond the traditionally calculated unemployment rate when assessing the health of the labor market. Additionally, Chairwoman Yellen indicated that there was no predetermined length of time scheduled to pass between the termination of the bond buying program and a subsequent increase in the federal funds rate.

The following was excerpted from the Federal Reserve's June 18th press release:

> *Information received since the Federal Open Market Committee met in April indicates that growth in economic activity has rebounded in recent months. Labor market indicators generally showed further improvement. The unemployment rate, though lower, remains elevated. Household spending appears to be rising moderately and business fixed investment resumed its advance, while the recovery in the housing sector remained slow. Fiscal policy is restraining economic growth, although the extent of restraint is diminishing. Inflation has been running below the Committee's longer-run objective, but longer-term inflation expectations have remained stable.*
>
> *Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects that, with appropriate policy accommodation, economic activity will expand at a moderate pace and labor market conditions will continue to improve gradually, moving toward those the Committee judges consistent with its dual mandate. The Committee sees the risks to the outlook for the economy and the labor market as nearly balanced. The Committee recognizes that inflation persistently below its 2 percent objective could pose risks to economic performance, and it is monitoring inflation developments carefully for evidence that inflation will move back toward its objective over the medium term.*

The Committee currently judges that there is sufficient underlying strength in the broader economy to support ongoing improvement in labor market conditions. In light of the cumulative progress toward maximum employment and the improvement in the outlook for labor market conditions since the inception of the current asset purchase program, the Committee decided to make a further measured reduction in the pace of its asset purchases. Beginning in July, the Committee will add to its holdings of agency mortgage-backed securities at a pace of $15 billion per month rather than $20 billion per month, and will add to its holdings of longer-term Treasury securities at a pace of $20 billion per month rather than $25 billion per month. The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction. The Committee's sizable and still-increasing holdings of longer-term securities should maintain downward pressure on longer-term interest rates, support mortgage markets, and help to make broader financial conditions more accommodative, which in turn should promote a stronger economic recovery and help to ensure that inflation, over time, is at the rate most consistent with the Committee's dual mandate.

The Committee will closely monitor incoming information on economic and financial developments in coming months and will continue its purchases of Treasury and agency mortgage-backed securities, and employ its other policy tools as appropriate, until the outlook for the labor market has improved substantially in a context of price stability. If incoming information broadly supports the Committee's expectation of ongoing improvement in labor market conditions and inflation moving back toward its longer-run objective, the Committee will likely reduce the pace of asset purchases in further measured steps at future meetings. However, asset purchases are not on a preset course, and the Committee's decisions about their pace will remain contingent on the Committee's outlook for the labor market and inflation as well as its assessment of the likely efficacy and costs of such purchases.

To support continued progress toward maximum employment and price stability, the Committee today reaffirmed its view that a highly accommodative stance of monetary policy remains appropriate. In determining how long to maintain the current 0 to 1/4 percent target range for the federal funds rate, the Committee will assess progress--both realized and expected--toward its objectives of maximum employment and 2 percent inflation. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial developments. The Committee continues to anticipate, based on its assessment of these factors, that it likely will be appropriate to maintain the current target range for the federal funds rate for a considerable time after the asset purchase program ends, especially if projected inflation continues to run below the Committee's 2 percent longer-run goal, and provided that longer-term inflation expectations remain well anchored.

When the Committee decides to begin to remove policy accommodation, it will take a balanced approach consistent with its longer-run goals of maximum employment and inflation of 2 percent. The Committee currently anticipates that, even after employment and inflation are near mandate-consistent levels, economic conditions may, for some time, warrant keeping the target federal funds rate below levels the Committee views as normal in the longer run.

Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Valuation Summary
As of August 6, 2014

Exhibit A

Summary of Valuation Approaches

			Control, Marketable Basis	Weighting
Asset Approach:				
Net asset value method	*Exhibit B*		$ 3,611,368	100%
Income Approach:				
Capitalized cash flow method	*Exhibit C*		$ 3,380,034	0%

Valuation Conclusion

Valuation Conclusion of a 100% Invested Capital Interest in Korus Orchid Corporation (C-Corp.) Control, Marketable Basis		**$**	**3,611,368**
Times: Interest being valued			100%
Valuation Conclusion of a 100% Invested Capital Interest in Korus Orchid Corporation (C-Corp.) Control, Marketable Basis	*Rounded*	**$**	**3,611,000**

Notes:

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Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Asset Approach - Net Asset Value Method
As of August 6, 2014

Exhibit B

Analysis of Assets

Category of Assets	Adjusted Book Value
Inventory (a)	1,971,838
Land and buildings acquired (b)	2,163,125
Total Assets	$ 4,134,963

Conclusion

Value of Invested Capital	**$ 4,134,963**
Less: Sale price of inventory	(573,595)
Add: Closure costs	50,000
Indicated invested capital value Korus Orchid Corporation (C-Corp.) (Control, Marketable Basis)	**$ 3,611,368**

Notes:

(a) Plant inventory is at fair market value as of August 16, 2014.
(b) Land and buildings at fair market value as of November 8, 2013 per a real estate appraisal performed by Pinel & Carpenter, Inc.

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Valuation for Litigation Purposes
Capitalized Cash Flow Method
As of August 6, 2014

Exhibit C

Ongoing Cash Flow Analysis

	2010	2011	2012	2013	2014
Adjusted pretax income (a)	$ (175,231)	$ 45,356	$ 114,995	$ 582,464	$ 319,215
Add: Interest expense (b)	91,257	89,549	79,275	65,946	71,913
Adjusted EBIT	(83,973)	134,905	194,270	648,410	391,128
Add: Amortization (b)	4,336	3,908	1,883	1,411	1,589
Add: Depreciation (b)	132,239	123,259	109,592	81,219	114,980
Adjusted EBITDA	$ 52,602	$ 262,072	$ 305,745	$ 731,040	$ 507,698
Times: Weighting (c)				1	1
Ongoing EBITDA	$ 619,369				
Less: Ongoing depreciation (d)	105,000				
Ongoing EBIT	514,369				
Less: Income taxes at 37.6%	193,403				
Ongoing pre-debt income	320,966				
Add: Ongoing depreciation	105,000				
Less: Incremental working capital (e)	18,345				
Less: Capital expenditures (f)	105,000				
Ongoing free cash flow	$ 302,621				

Capitalization of Cash Flow

Ongoing free cash flow	$ 302,621
Times: 1 + long-term growth	1.03
Next year's ongoing free cash flow	311,700
Divide by: Capitalization rate	10.9%
Invested capital value	2,859,630
Add: Excess inventory	1,044,000
Less: Sale price of inventory	(573,595)
Add: Closure costs	50,000
Estimated value of invested capital Korus Orchid Corporation (C-Corp.) (Control, Marketable basis)	**$ 3,380,034**

Notes:

(a) See Exhibit H.
(b) See Exhibit F.
(c) See report for details.
(d) Estimated based on historical depreciation.
(e) Based on BizMiner data.
(f) Set equal to depreciation expenses.

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Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Cost of Capital - Calculation of Cost of Equity
As of August 6, 2014

Exhibit D

Cost of Equity

	Buildup
Risk free rate (a)	3.01%
Add: Equity risk premium (b)	6.18%
Add: Size premium (c)	5.99%
Add: Specific risk factors (d)	3.00%
Estimated Cost of equity	18.18%

Notes:

(a) Long-term government bonds & notes with 20 years to maturity, as of August 06, 2014. Source: Federal Reserve Statistical Release.
(b) The equity risk premium is based on total returns of large company stocks in excess of CAPM, less total returns of long-term government bonds, arithmetic
Source: Duff & Phelps, LLC, 2014 Valuation Handbook - Guide to Cost of Capital, 2014 ("Valuation Handbook").
(c) The 5.99% size premium is from the Valuation Handbook and is for the 10th decile.
(d) See report for details.

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Valuation for Litigation Purposes
Weighted Average Cost of Capital
As of August 6, 2014

Exhibit E

Cost of Debt		
Prime lending rate as of valuation date (a)	3.25%	
Add: Risk premium (b)	2.00%	
Net cash flow debt discount rate (Pre-Tax)	5.25%	
Estimated After-Tax Cost of Debt (c)	**3.28%**	
Weighted Average Cost of Capital (d)		
Cost of equity (e)	18.18%	
Multiply by: equity percentage	71.00%	
Equity rate of weighted average cost of capital		12.91%
Cost of debt	3.28%	
Multiply by: debt percentage	29.00%	
Debt rate of weighted average cost of capital		0.95%
Weighted Average Cost of Capital		13.86%
Rounded	**13.9%**	
Less: Average growth rate		3.00%
Capitalization Rate		10.86%
Rounded	**10.9%**	

Notes:

(a) Prime Interest Rate as of August 06, 2014. Source: Federal Reserve Statistical Release.
(b) See report for details.
(c) Pre-tax cost of debt multiplied by 1 - tax rate of 38%.
(d) Assumes Debt to Equity Ratio of 29% debt and 71% equity.
(e) See Exhibit D.

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Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Historical Income Statements

Exhibit F

Historical Income Statements (a)

	For the Year Ended June 30,					5-Yr	3-Yr
	2010	2011	2012	2013	2014	Avg	Avg
Net Revenue	$ 1,383,552	$ 1,610,521	$ 1,629,472	$ 2,909,744	$ 2,618,950	$ 2,030,448	$ 2,386,055
Cost of Goods Sold							
Inventory	682,100	574,272	607,715	1,451,498	1,402,648	943,647	1,153,953
Labor	246,531	186,661	175,579	275,016	288,978	234,553	246,524
Bark/Moss	21,070	24,393	34,588	85,313	35,303	40,133	51,735
Fertilizer/chemicals	27,211	19,017	5,320	7,609	15,983	15,028	9,637
Fuel	44,840	97,720	43,755	11,403	6,611	40,866	20,590
Supplies	55,193	91,482	73,724	102,917	116,686	88,000	97,776
Freight/customs	31,813	22,771	72,605	13,392	8,350	29,786	31,449
Delivery service	2,150	-	6,260	-	5,033	2,689	3,764
Selling expense	-	-	-	-	6,685	1,337	2,228
Total Cost of Goods Sold	1,110,907	1,016,316	1,019,546	1,947,147	1,886,276	1,396,038	1,617,656
Gross Profit	272,645	594,205	609,926	962,597	732,674	634,409	768,399
Operating Expenses							
Amortization	4,336	3,908	1,883	1,411	1,589	2,626	1,628
Depreciation - Op Ex	132,239	123,259	109,592	81,219	114,980	112,258	101,930
Repairs & maintenance	11,767	29,261	22,600	8,880	17,360	17,974	16,280
Bad debts	19,491	-	12,364	-	-	6,371	4,121
Taxes & licenses	35,135	30,739	32,291	64,093	65,461	45,544	53,948
Advertising	150	150	3,120	10,257	-	2,735	4,459
Auto expense	9,422	11,827	13,005	21,923	17,913	14,818	17,614
Bank service charges	459	450	572	837	634	590	681
Cables		1,964	649	1,101	306	804	685
Day worker	30,212	64,482	78,270	-	1,626	34,918	26,632
Credit card fee	8,556	8,823	6,172	7,542	9,434	8,106	7,716
Dues & subscriptions	415	415	285	360	285	352	310
Finance charge	6,319	5,324	5,523	4,783	2,526	4,895	4,277
Insurance	44,658	72,447	73,551	51,858	48,122	58,127	57,844
Office & postage expense	3,810	3,245	4,903	4,495	2,862	3,863	4,087
Professional fees	7,209	7,806	8,887	12,496	10,970	9,474	10,784
Supplies	3,152	2,006	1,537	1,473	1,688	1,971	1,566
Telephone	7,421	7,502	7,589	6,894	7,564	7,394	7,349
Trainee expense	20,295	38,812	21,033	14,986	13,085	21,642	16,368
Travel	5,946	3,586	2,281	68	3,013	2,979	1,787
Utilities	15,128	10,762	11,833	12,216	8,311	11,650	10,787
Workers comp	3,411	2,332	2,294	2,679	3,192	2,782	2,722
Bond	450		500		651	320	384
Medical expense	256		260	55	730	260	348
Telecheck	-		297	360	360	203	339
Meals & entertainment	5,813	4,223	6,795	4,358	8,916	6,021	6,690
Employee benefit programs	-	25,000		-		5,000	
Consultation		1,000		-		200	
Contributions	200	250		300	2,200	590	833
Laundry & uniforms	-	-	-	-	-	-	-
Meeting expense	-	-	-	-	-	-	-
Exhibit expense	60					12	-
Total Operating Expenses	376,309	459,573	428,086	314,645	343,776	384,478	362,169
Operating Income	(103,664)	134,632	181,840	647,952	388,897	249,932	406,230
Other Income (Expense)							
Interest income	-	23	66	57	31	36	52
Interest expense	(91,257)	(89,549)	(79,275)	(65,946)	(71,913)	(79,588)	(72,378)
Grants- US Agri	-	6,858	-	-	-	1,372	-
Other income	-	-	-	100	-	20	33
Total Other Income (Expense)	(91,257)	(82,668)	(79,209)	(65,788)	(71,882)	(78,161)	(72,293)
Earnings Before Taxes	$ (194,922)	$ 51,964	$ 102,631	$ 582,164	$ 317,015	$ 171,770	$ 333,937
Distributions	$ -	$ -	$ -	$ -	N/A	N/A	N/A
EBIT	(103,664)	141,513	181,906	648,110	388,928	251,359	406,315
EBITDA	$ 32,911	$ 268,680	$ 293,381	$ 730,740	$ 505,498	$ 366,242	$ 509,873

Notes:
(a) Federal tax returns and compiled financial statements

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Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Historical Income Statements - Adjustments/Normalizations

Exhibit G

Historical Income Statements

	For the Year Ended June 30,				
	2010	2011	2012	2013	2014
Net Revenue	$ -	$ -	$ -	$ -	$ -
Cost of Goods Sold					
Inventory	-	-	-	-	-
Labor	-	-	-	-	-
Bark/Moss	-	-	-	-	-
Fertilizer/chemicals	-	-	-	-	-
Fuel	-	-	-	-	-
Supplies	-	-	-	-	-
Freight/customs	-	-	-	-	-
Delivery service	-	-	-	-	-
Selling expense	-	-	-	-	-
Total Cost of Goods Sold	-	-	-	-	-
Gross Profit	-	-	-	-	-
Operating Expenses					
Officer's compensation	-	-	-	-	-
Rent expense	-	-	-	-	-
Amortization	-	-	-	-	-
Depreciation - Op Ex	-	-	-	-	-
Repairs & maintenance	-	-	-	-	-
Bad debts (a)	(19,491)	-	(12,364)	-	-
Taxes & licenses	-	-	-	-	-
Advertising	-	-	-	-	-
Auto expense	-	-	-	-	-
Bank service charges	-	-	-	-	-
Cables	-	-	-	-	-
Day worker	-	-	-	-	-
Credit card fee	-	-	-	-	-
Dues & subscriptions	-	-	-	-	-
Finance charge	-	-	-	-	-
Insurance	-	-	-	-	-
Office & postage expense	-	-	-	-	-
Professional fees	-	-	-	-	-
Supplies	-	-	-	-	-
Telephone	-	-	-	-	-
Trainee expense	-	-	-	-	-
Travel	-	-	-	-	-
Utilities	-	-	-	-	-
Workers comp	-	-	-	-	-
Bond	-	-	-	-	-
Medical expense	-	-	-	-	-
Telecheck	-	-	-	-	-
Meals & entertainment	-	-	-	-	-
Employee benefit programs	-	-	-	-	-
Consultation	-	-	-	-	-
Contributions (b)	(200)	(250)	-	(300)	(2,200)
Laundry & uniforms	-	-	-	-	-
Meeting expense	-	-	-	-	-
Exhibit expense	-	-	-	-	-
Total Operating Expenses	(19,691)	(250)	(12,364)	(300)	(2,200)
Operating Income	19,691	250	12,364	300	2,200
Other Income (Expense)					
Interest income	-	-	-	-	-
Interest expense	-	-	-	-	-
Grants- US Agri (c)	-	(6,858)	-	-	-
Other income	-	-	-	-	-
Total Other Income (Expense)	-	(6,858)	-	-	-
Earnings Before Taxes	$ 19,691	$ (6,608)	$ 12,364	$ 300	$ 2,200

Notes:

(a) Bad debts were removed as non-recurring.
(b) Contributions were removed as non-operational.
(c) Grants- US Agri was removed as non-recurring.

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Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Adjusted Historical Income Statements

Exhibit H

Historical Income Statements

	For the Year Ended June 30,					5-Yr	3-Yr
	2010	2011	2012	2013	2014	Avg	Avg
Net Revenue	$ 1,383,552	$ 1,610,521	$ 1,629,472	$ 2,909,744	$ 2,618,950	$ 2,030,448	$ 2,386,055
Cost of Goods Sold							
Inventory	682,100	574,272	607,715	1,451,498	1,402,648	943,647	1,153,953
Labor	246,531	186,661	175,579	275,016	288,978	234,553	246,524
Bark/Moss	21,070	24,393	34,588	85,313	35,303	40,133	51,735
Fertilizer/chemicals	27,211	19,017	5,320	7,609	15,983	15,028	9,637
Fuel	44,840	97,720	43,755	11,403	6,611	40,866	20,590
Supplies	55,193	91,482	73,724	102,917	116,686	88,000	97,776
Freight/customs	31,813	22,771	72,605	13,392	8,350	29,786	31,449
Delivery service	2,150	-	6,260	-	5,033	2,689	3,764
Selling expense	-	-	-		6,685	1,337	2,228
Total Cost of Goods Sold	1,110,907	1,016,316	1,019,546	1,947,147	1,886,276	1,396,038	1,617,656
Gross Profit	272,645	594,205	609,926	962,597	732,674	634,409	768,399
Operating Expenses							
Amortization	4,336	3,908	1,883	1,411	1,589	2,626	1,628
Depreciation - Op Ex	132,239	123,259	109,592	81,219	114,980	112,258	101,930
Repairs & maintenance	11,767	29,261	22,600	8,880	17,360	17,974	16,280
Bad debts	-	-	-	-	-	-	-
Taxes & licenses	35,135	30,739	32,291	64,093	65,461	45,544	53,948
Advertising	150	150	3,120	10,257	-	2,735	4,459
Auto expense	9,422	11,827	13,005	21,923	17,913	14,818	17,614
Bank service charges	459	450	572	837	634	590	681
Cables	-	1,964	649	1,101	306	804	685
Day worker	30,212	64,482	78,270	-	1,626	34,918	26,632
Credit card fee	8,556	8,823	6,172	7,542	9,434	8,106	7,716
Dues & subscriptions	415	415	285	360	285	352	310
Finance charge	6,319	5,324	5,523	4,783	2,526	4,895	4,277
Insurance	44,658	72,447	73,551	51,858	48,122	58,127	57,844
Office & postage expense	3,810	3,245	4,903	4,495	2,862	3,863	4,087
Professional fees	7,209	7,806	8,887	12,496	10,970	9,474	10,784
Supplies	3,152	2,006	1,537	1,473	1,688	1,971	1,566
Telephone	7,421	7,502	7,589	6,894	7,564	7,394	7,349
Trainee expense	20,295	38,812	21,033	14,986	13,085	21,642	16,368
Travel	5,946	3,586	2,281	68	3,013	2,979	1,787
Utilities	15,128	10,762	11,833	12,216	8,311	11,650	10,787
Workers comp	3,411	2,332	2,294	2,679	3,192	2,782	2,722
Bond	450		500	-	651	320	384
Medical expense	256	-	260	55	730	260	348
Telecheck	-	-	297	360	360	203	339
Meals & entertainment	5,813	4,223	6,795	4,358	8,916	6,021	6,690
Employee benefit programs	-	25,000		-	-	5,000	
Consultation		1,000	-	-		200	
Contributions		-				-	
Laundry & uniforms	-	-	-	-		-	
Meeting expense					-	-	
Exhibit expense	60	-	-			12	-
Total Operating Expenses	356,618	459,323	415,722	314,345	341,576	377,517	357,214
Operating Income	(83,973)	134,882	194,204	648,252	391,097	256,893	411,185
Other Income (Expense)							
Interest income	-	23	66	57	31	36	52
Interest expense	(91,257)	(89,549)	(79,275)	(65,946)	(71,913)	(79,588)	(72,378)
Grants- US Agri	-	-	-	-	-	-	-
Other income				100	-	20	33
Total Other Income (Expense)	(91,257)	(89,526)	(79,209)	(65,788)	(71,882)	(79,533)	(72,293)
Earnings Before Taxes	$ (175,231)	$ 45,356	$ 114,995	$ 582,464	$ 319,215	$ 177,360	$ 338,891

Distributions	$ -	$	$	$	N/A	N/A	N/A
EBIT	(83,973)	134,905	194,270	648,410	391,128	256,948	411,269
EBITDA	52,602	262,072	305,745	731,040	507,698	371,831	514,828

Notes:

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Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Adjusted Historical Income Statements

Exhibit I

Historical Income Statements

	For the Year Ended June 30,					5-Yr	3-Yr
	2010	2011	2012	2013	2014	Avg	Avg
Net Revenue	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Cost of Goods Sold							
Inventory	49.30%	35.66%	37.30%	49.88%	53.56%	45.14%	46.91%
Labor	17.82%	11.59%	10.78%	9.45%	11.03%	12.13%	10.42%
Bark/Moss	1.52%	1.51%	2.12%	2.93%	1.35%	1.89%	2.13%
Fertilizer/chemicals	1.97%	1.18%	0.33%	0.26%	0.61%	0.87%	0.40%
Fuel	3.24%	6.07%	2.69%	0.39%	0.25%	2.53%	1.11%
Supplies	3.99%	5.68%	4.52%	3.54%	4.46%	4.44%	4.17%
Freight/customs	2.30%	1.41%	4.46%	0.46%	0.32%	1.79%	1.74%
Delivery service	0.16%	0.00%	0.38%	0.00%	0.19%	0.15%	0.19%
Selling expense	0.00%	0.00%	0.00%	0.00%	0.26%	0.05%	0.09%
Total Cost of Goods Sold	80.29%	63.10%	62.57%	66.92%	72.02%	68.98%	67.17%
Gross Profit	19.71%	36.90%	37.43%	33.08%	27.98%	31.02%	32.83%
Operating Expenses							
Amortization	0.31%	0.24%	0.12%	0.05%	0.06%	0.16%	0.07%
Depreciation - Op Ex	9.56%	7.65%	6.73%	2.79%	4.39%	6.22%	4.64%
Repairs & maintenance	0.85%	1.82%	1.39%	0.31%	0.66%	1.00%	0.79%
Bad debts	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Taxes & licenses	2.54%	1.91%	1.98%	2.20%	2.50%	2.23%	2.23%
Advertising	0.01%	0.01%	0.19%	0.35%	0.00%	0.11%	0.18%
Auto expense	0.68%	0.73%	0.80%	0.75%	0.68%	0.73%	0.75%
Bank service charges	0.03%	0.03%	0.04%	0.03%	0.02%	0.03%	0.03%
Cables	0.00%	0.12%	0.04%	0.04%	0.01%	0.04%	0.03%
Day worker	2.18%	4.00%	4.80%	0.00%	0.06%	2.21%	1.62%
Credit card fee	0.62%	0.55%	0.38%	0.26%	0.36%	0.43%	0.33%
Dues & subscriptions	0.03%	0.03%	0.02%	0.01%	0.01%	0.02%	0.01%
Finance charge	0.46%	0.33%	0.34%	0.16%	0.10%	0.28%	0.20%
Insurance	3.23%	4.50%	4.51%	1.78%	1.84%	3.17%	2.71%
Office & postage expense	0.28%	0.20%	0.30%	0.15%	0.11%	0.21%	0.19%
Professional fees	0.52%	0.48%	0.55%	0.43%	0.42%	0.48%	0.46%
Supplies	0.23%	0.12%	0.09%	0.05%	0.06%	0.11%	0.07%
Telephone	0.54%	0.47%	0.47%	0.24%	0.29%	0.40%	0.33%
Trainee expense	1.47%	2.41%	1.29%	0.52%	0.50%	1.24%	0.77%
Travel	0.43%	0.22%	0.14%	0.00%	0.12%	0.18%	0.09%
Utilities	1.09%	0.67%	0.73%	0.42%	0.32%	0.65%	0.49%
Workers comp	0.25%	0.14%	0.14%	0.09%	0.12%	0.15%	0.12%
Bond	0.03%	0.00%	0.03%	0.00%	0.02%	0.02%	0.02%
Medical expense	0.02%	0.00%	0.02%	0.00%	0.03%	0.01%	0.02%
Telecheck	0.00%	0.00%	0.02%	0.01%	0.01%	0.01%	0.01%
Meals & entertainment	0.42%	0.26%	0.42%	0.15%	0.34%	0.32%	0.30%
Employee benefit programs	0.00%	1.55%	0.00%	0.00%	0.00%	0.31%	0.00%
Consultation	0.00%	0.06%	0.00%	0.00%	0.00%	0.01%	0.00%
Contributions	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Laundry & uniforms	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Meeting expense	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Exhibit expense	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Operating Expenses	25.78%	28.52%	25.51%	10.80%	13.04%	20.73%	16.45%
Operating Income	-6.07%	8.38%	11.92%	22.28%	14.93%	10.29%	16.38%
Other Income (Expense)							
Interest income	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Interest expense	-6.60%	-5.56%	-4.87%	-2.27%	-2.75%	-4.41%	-3.29%
Grants- US Agri	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Other income	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Other Income (Expense)	-6.60%	-5.56%	-4.86%	-2.26%	-2.74%	-4.40%	-3.29%
Earnings Before Taxes	-12.67%	2.82%	7.06%	20.02%	12.19%	5.88%	13.09%
Distributions (Percent of EBT)	0.00%	0.00%	0.00%	0.00%		0.00%	0.00%
EBIT	-6.07%	8.38%	11.92%	22.28%	14.93%	10.29%	16.38%
EBITDA	3.80%	16.27%	18.76%	25.12%	19.39%	16.67%	21.09%

Notes:

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Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Historical Balance Sheets

Exhibit J

Historical Balance Sheets (a)

	As of June 30,				
	2010	2011	2012	2013	2014
Current Assets					
Cash and equivalents	$ 16,265	$ 87,964	$ 53,536	$ 337,758	$ 66,072
Accounts receivable, net	478,125	486,072	380,701	571,608	728,244
Inventory	884,100	959,199	1,246,143	1,233,746	1,527,603
Investment in Plant Depot	5,000	5,000	5,000	5,298	5,298
Total Current Assets	1,383,490	1,538,235	1,685,380	2,148,410	2,327,218
Fixed Assets					
Land	275,698	275,698	275,698	265,006	265,006
Land improvements				10,692	10,692
Automobiles				83,159	83,159
Furniture & fixtures				36,576	36,750
Fixtures Greenhouse III				187,917	194,052
Equipment				192,256	194,290
Greenhouse	1,792,806	1,793,612	1,793,954	564,340	646,881
Greenhouse III				729,002	729,002
Office building				53,357	53,357
Office- Greenhouse III				20,470	20,470
Office/Greenhouse				5,936	5,936
Leasehold improvements				109,284	109,284
Gross fixed assets	2,068,504	2,069,310	2,069,652	2,257,995	2,348,878
Less: Accumulated depreciation	601,584	724,845	795,038	1,084,180	1,199,160
Net Fixed Assets	1,466,920	1,344,465	1,274,614	1,173,815	1,149,718
Other Assets					
Intangible assets, net	16,877	12,970	11,088	9,206	7,616
Utility deposit	452	452	1,497	1,497	1,497
Deposit- Greenhouse I repair	-	-	-	65,773	-
Total Other Assets	17,329	13,422	12,585	76,476	9,113
TOTAL ASSETS	**$ 2,867,739**	**$ 2,896,122**	**$ 2,972,579**	**$ 3,398,700**	**$ 3,486,049**
Current Liabilities					
Accounts payable	$ 149,981	$ 252,244	$ 235,419	$ 238,492	$ 238,492
Total Current Liabilities	149,981	252,244	235,419	238,492	238,492
Interest Bearing and Long-Term Liabilities					
Mortgages, notes, bonds payable in less than 1 year			13,561		
Loan payable- New tractor	851	-	-	-	-
Loans from shareholders	745,527	695,527	689,677	674,677	542,177
Mortgages, notes, bonds payable in 1 year or more	1,836,646	1,774,854	1,743,198	1,655,073	1,559,656
Credit card payable Citi Business	4,000	3,920	-	-	-
Credit card payable- US Bank	7,000	-	8,000	7,553	10,000
Credit card payable AX	3,824	1,229	5,578	5,189	1,000
Credit card payable- Chase-68	9,000	6,500	6,152	1,030	1,000
Credit card payable- Discover	-		4,064		22
US Bank- Personal	1,000	-	2,663	-	-
Total Interest Bearing and Long-Term Liabilities	2,607,848	2,482,030	2,472,893	2,343,522	2,113,855
Total Liabilities	2,757,829	2,734,274	2,708,312	2,582,014	2,352,348
Shareholders' Equity	109,910	161,848	264,267	816,686	1,133,701
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**$ 2,867,739**	**$ 2,896,122**	**$ 2,972,579**	**$ 3,398,700**	**$ 3,486,049**

Notes:
(a) Federal tax returns and complied financial statements

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Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Historical Balance Sheets

Exhibit K

Historical Balance Sheets (a)

	As of June 30,				
	2010	2011	2012	2013	2014
Current Assets					
Cash and equivalents	0.57%	3.04%	1.80%	9.94%	1.90%
Accounts receivable, net	16.67%	16.78%	12.81%	16.82%	20.89%
Inventory	30.83%	33.12%	41.92%	36.30%	43.82%
Investment in Plant Depot	0.17%	0.17%	0.17%	0.16%	0.15%
Total Current Assets	48.24%	53.11%	56.70%	63.21%	66.76%
Fixed Assets					
Land	9.61%	9.52%	9.27%	7.80%	7.60%
Land improvements				0.31%	0.31%
Automobiles				2.45%	2.39%
Furniture & fixtures				1.08%	1.05%
Fixtures- Greenhouse III				5.53%	5.57%
Equipment				5.66%	5.57%
Greenhouse	62.52%	61.93%	60.35%	16.60%	18.56%
Greenhouse III				21.45%	20.91%
Office building				1.57%	1.53%
Office- Greenhouse III				0.60%	0.59%
Office/Greenhouse				0.17%	0.17%
Leasehold improvements				3.22%	3.13%
Gross fixed assets	72.13%	71.45%	69.62%	66.44%	67.38%
Less: Accumulated depreciation	20.98%	25.03%	26.75%	31.90%	34.40%
Net Fixed Assets	51.15%	46.42%	42.88%	34.54%	32.98%
Other Assets					
Intangible assets, net	0.59%	0.45%	0.37%	0.27%	0.22%
Utility deposit	0.02%	0.02%	0.05%	0.04%	0.04%
Deposit- Greenhouse I repair	0.00%	0.00%	0.00%	1.94%	0.00%
Total Other Assets	0.60%	0.46%	0.42%	2.25%	0.26%
TOTAL ASSETS	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**
Current Liabilities					
Accounts payable	5.23%	8.71%	7.92%	7.02%	6.84%
Total Current Liabilities	5.23%	8.71%	7.92%	7.02%	6.84%
Interest Bearing and Long-Term Liabilities					
Mortgages, notes, bonds payable in less than 1 year	0.00%	0.00%	0.46%	0.00%	0.00%
Loan payable- New tractor	0.03%	0.00%	0.00%	0.00%	0.00%
Loans from shareholders	26.00%	24.02%	23.20%	19.85%	15.55%
Mortgages, notes, bonds payable in 1 year or more	64.05%	61.28%	58.64%	48.70%	44.74%
Credit card payable- Citi Business	0.14%	0.14%	0.00%	0.00%	0.00%
Credit card payable- US Bank	0.24%	0.00%	0.27%	0.22%	0.29%
Credit card payable- AX	0.13%	0.04%	0.19%	0.15%	0.03%
Credit card payable- Chase-68	0.31%	0.22%	0.21%	0.03%	0.03%
Credit card payable- Discover	0.00%	0.00%	0.14%	0.00%	0.00%
US Bank- Personal	0.03%	0.00%	0.09%	0.00%	0.00%
Total Interest Bearing and Long-Term Liabilities	90.94%	85.70%	83.19%	68.95%	60.64%
Total Liabilities	96.17%	94.41%	91.11%	75.97%	67.48%
Shareholders' Equity	3.83%	5.59%	8.89%	24.03%	32.52%
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**

Notes:

(a) See Exhibit J

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Korus Orchid Corporation (C-Corp.)

Valuation for Litigation Purposes
Historical Ratio Analysis

Exhibit L

Historical Ratio Analysis

	Korus Orchid Corporation (C-Corp.)					Industry (a)				
	2010	2011	2012	2013	2014	2010	2011	2012	2013	2014
LIQUIDITY RATIOS										
Current Ratio	9.17	6.10	6.77	9.01	9.76	1.58	1.29	1.56	1.34	Unavailable
Quick Ratio	3.28	2.28	1.74	3.81	3.33	0.78	0.68	0.79	0.68	Unavailable
ACTIVITY RATIOS										
Sales/Receivables	2.89	3.31	4.28	5.09	3.60	43.99	28.42	21.33	23.02	Unavailable
Days Receivables	126.14	110.16	85.28	71.70	101.49	8.30	12.84	17.11	15.86	Unavailable
Cost of Sales/Inventory	1.26	1.06	0.82	1.58	1.23	4.24	5.15	3.96	3.90	Unavailable
Days Inventory	290.48	344.49	446.12	231.27	295.60	86.05	70.83	92.20	93.64	Unavailable
Cost of Sales/Payables	7.41	4.03	4.33	8.16	7.91	29.87	16.29	16.01	14.99	Unavailable
Days/Payables	49.28	90.59	84.28	44.71	46.15	12.22	22.41	22.80	24.35	Unavailable
Operating Working Cap tal/Sales	0.89	0.80	0.89	0.66	0.80	0.22	0.17	0.23	0.23	Unavailable
Sales/Net Fixed Assets	0.94	1.20	1.28	2.48	2.28	2.11	2.21	2.06	1.78	Unavailable
Sales/Total Assets	0.48	0.56	0.55	0.86	0.75	1.10	1.20	1.05	0.93	Unavailable
COVERAGE/LEVERAGE RATIOS										
EBITDA/Interest	0.58	2.93	3.86	11.09	7.06	0.70	4.11	(1.88)	(1.47)	Unavailable
Net Fixed Assets/Equity	13.35	8.31	4.82	1.44	1.01	1.37	1.43	1.31	1.29	Unavailable
Total Liabilities/Equity	25.09	16.89	10.25	3.16	2.07	1.62	1.62	1.58	1.46	Unavailable
PROFITABILITY RATIOS										
Profit Before Taxes/Equity	-159.43%	28.02%	43.51%	71.32%	28.16%	34.85%	51.21%	26.61%	32.23%	Unavailable
Profit Before Taxes/Assets	-6.11%	1.57%	3.87%	17.14%	9.16%	13.28%	19.51%	10.31%	13.07%	Unavailable
Profit Before Taxes/Sales	-12.67%	2.82%	7.06%	20.02%	12.19%	12.03%	16.27%	9.86%	13.99%	Unavailable
Depreciation & Amortization/Sales	9.87%	7.90%	6.84%	2.84%	4.45%	7.19%	7.08%	6.22%	7.85%	Unavailable
Officers' Compensation/Sales	N/A	N/A	N/A	N/A	N/A	2.63%	1.47%	2.01%	2.01%	Unavailable

Notes:
(a) BizMiner Industry Financial Analysis Profile - Nursery and Tree Production, $2.5m - $4.99m in sales

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CONSENT AGENDA ITEM

#21

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: February 25, 2015

RE: Authorization to Execute Cooperative Purchase Agreement with GAI Consultants, Inc., for Right of Way Support Services
Contract No. 001100

Board approval is requested to execute an agreement with GAI Consultants, Inc. (GAI) in the not-to-exceed amount of $300,000.00 for an initial three-year term to provide right of way support services including land planning, engineering, site development, surveying, landscape, cost to cure, and specialty services such as sign specialists, personal property appraisers, general contractors and other specialists as needed.

This will be a cooperative purchase (piggyback) agreement based on a contract (No. Y14-904-B) between GAI and Orange County for the same services which will allow us to take advantage of the favorable rates already negotiated by Orange County.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
RIGHT OF WAY SUPPORT SERVICES
CONTRACT NO. 001100

This Contract is made this 12th day of March, 2015, between the CENTRAL FLORIDA COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and GAI CONSULTANTS, INC., hereinafter the CONTRACTOR:

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 contractor to provide right of way support services as detailed in the Scope of Services included in the CONTRACTOR's contract with Orange County; and,

WHEREAS, on February 25, 2015, the CONTRACTOR entered into an agreement with Orange County under its Contract No. Y14-904-B 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 CONTRACTOR has an existing contract with Orange County for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by Orange County; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with Orange County, 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 CONTRACTOR 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 Notice to Proceed issued by the AUTHORITY. There shall be two 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 CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract Term.

Termination shall be according to the CONTRACTOR's agreement with Orange County.

3. COMPENSATION FOR SERVICES

The Contract amount for the initial Contract term will be $300,000.00. Compensation shall be in accordance with the Method of Compensation included in the CONTRACTOR's contract with the Orange County.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with Orange County. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, CONTRACTOR'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 CONTRACTOR (its

subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR 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 CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR 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 CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

7. PRESS RELEASES

CONTRACTOR 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 CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; 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

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

CONTRACTOR 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

CONTRACTOR, 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

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR to be the prevailing party, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR 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 CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures

of the Contract prior to the initiation of litigation. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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' CONTRACTOR'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, CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR acknowledges that no employment relationship exists between AUTHORTIY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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 below. 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

GAI CONSULTANTS, INC.

By:_____
Signature

_____
Print Name

_____
Title

Attest: _____(Seal)

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

CONTRACT

#Y14-904-B

THIS CONTRACT made and entered into this 25th day of February, 2015, by and between the:

BOARD OF COUNTY COMMISSIONERS
201 S. ROSALIND AVENUE
ORLANDO, ORANGE COUNTY, FLORIDA

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

GAI CONSULTANTS, INC.
618 EAST SOUTH STREET 700
ORLANDO, FLORIDA 32801
FEDERAL I.D. #25-1260999

hereinafter referred to as the **CONSULTANT**.

RECITALS

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT for continuing engineering services, referred to as "Task Authorization" or "Purchase Order"; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

I
SCOPE OF SERVICES

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, **"CONTINUING ENGINEERING SERVICES FOR RIGHT-OF-WAY ACQUISITION AND EMINENT DOMAIN"** which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of work, the CONSULTANT will submit a cost Proposal to the COUNTY depicting man hours, with hourly rates, as established in Exhibit B, sub-contracted services, period of performance for completion of projects, and out of pocket expenses. Proposal shall be submitted within fifteen (15) days of receipt of written request for Proposal by the COUNTY.

CONSULTANTS COMPETITIVE NEGOTIATION ACT

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

II
PAYMENT

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

A. FEES: For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.

B. PAYMENT: Payment will be due and payable monthly in proportion to the percentage of work approved and accepted by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period

C. PAYMENT IN EVENT OF TERMINATION BY COUNTY: In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.

D. CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION: If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT.

The additional compensation shall be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

E. SUBCONSULTANTS: The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.

F. TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.

G. COMPENSATION: The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.

H. MULTIPLIERS: The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1.	Prime Consultant	Multiplier
	GAI Consultants, Inc.	2.94
2.	Sub-Consultants	Multiplier
	JCB Construction	2.805
	Rhodes + Brito Architects	2.71
	American Environmental Consulting	2.99
	Buchheit and Associates	2.99

I. PRICE ADJUSTMENT:

Written request for a price adjustment may be made only under the following conditions:

i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three year period and for each annual period thereafter or for the remaining period of the contract if less than one year.

ii. For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after the end of three years.

iii Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III
DESIGN WITHIN FUNDING LIMITATIONS

The following provisions are applicable to contracts for design services:

A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determination as to whether such conditions are within the reasonable control of the CONSULTANT.

B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.

C. Task Authorizations issued for study activities may not exceed $200,000.

D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV
RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

B. The Project Manager and the Assistant Project Manager must be two separate individuals both currently employed by the Prime Consultant. One of the individuals must be a professional engineer registered in the State of Florida.

C. Substitution of the Project Manager, Assistant Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.

F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:

1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.

2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.

H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.

I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.

J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

V
COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT,

B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY,

C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

VI
CONTRACT TYPE

This is an indefinite quantity contract for the goods and/or services specified in Exhibit A – Scope of Professional Services. The quantities of goods and/or services specified are unknown. Delivery or performance shall be only as authorized by task authorizations in accordance with the terms of this contract. The CONSULTANT shall furnish the goods and/or services to the COUNTY, when and if ordered. The COUNTY shall order at least **$34,000.00** in fees during the initial contract performance period. The COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.

VII
TERM OF CONTRACT

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for two additional one year terms, not to exceed a total of three (3) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

VIII
TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of The terminated work

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.

4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

C. PAYMENT

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

D. TERMINATION NOTICE

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

IX
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

Insurance Requirements:
The CONSULTANT shall procure and maintain on a primary basis and at its sole expense during the life of this Contract, insurance of the types and limits including endorsements described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the CONSULTANT under the Contract. Insurance carriers providing coverage must be authorized and/or eligible to do business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII.

If the CONSULTANT intends to bid on this Contract as a Joint Venture then all insurance coverage required herein shall include the Joint Venture as "named insured". If the Joint Venture has no employees then this requirement is waived for workers' compensation. The Joint Venture shall also purchase discontinued completed operations coverage for any claims made after the dissolution of the Joint Venture. This coverage shall be for a period of two years following final completion of the project or continuing service contract.

Required Coverage:

Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability.

Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 per accident. 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.

Professional Liability - The CONSULTANT shall maintain professional liability (errors and omissions) coverage with limits as specified below. The aggregate limit shall be twice the required claim limit for continuing contracts.

Project Cost	Minimum Limit	Maximum Deductible
$0-1,000,000	50% of project cost subject to a minimum of $100,000/occurrence	10% of project cost or $25,000, whichever is smaller
$1,000,000-5,000,000	$1,000,000	$100,000
over $5,000,000	Determined by the County	

Optional Insurance: The COUNTY reserves the right to purchase "per project" professional liability coverage on behalf of the CONSULTANT and its sub-consultants of every tier. If the COUNTY elects to do so then COUNTY will notify CONSULTANT.

The coverage will include a deductible no greater than the deductible indicated above for professional liability, shall contain standard industry terms, conditions, and exclusions and be retroactive to the date the CONSULTANT began the design work. The CONSULTANT shall be financially responsible for any deductible.

The "per-project" policy will replace and supersede the professional liability insurance requirement above. Said requirement shall become null and void. In exchange, the CONSULTANT shall remove and exclude from its fees (and those of its sub-consultants of every tier) all premiums, costs, fees, charges, and overhead related in any way to the professional liability requirements above.

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract.

In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a Waiver of Subrogation in favor of the County for each policy as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

CONSULTANT agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Prior to execution and commencement of any operations/services provided under this contract the CONSULTANT shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance

the CONSULTANT shall also provide a blanket or specific additional insured endorsement for the CGL policy. For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

CONSULTANT shall notify the County within thirty (30) business days of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

Failure of the COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT'S obligation to maintain such insurance.

Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Procurement Division
400 E. South Street
Orlando, Florida 32801

The CONSULTANT shall be responsible for the acts and omissions of its employees, sub consultants of every tier, their agents and employees, and other persons performing any portion of the CONSULTANT'S obligations under this contract. Failure of the CONSULTANT to maintain adequate insurance coverage for itself or for any other persons or entities for whom it is responsible, or to ensure that its sub consultants of every tier maintain adequate insurance coverage, shall not relieve the CONSULTANT of any contractual responsibility or obligation.

Indemnification:

The CONSULTANT shall defend, indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

Patents and Royalties:

Unless otherwise provided, the Consultant shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The Consultant, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied or any service provided by the Consultant.

In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Consultant. If such a claim is made, the Consultant shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.
If none of the alternatives are reasonably available, the County agrees to return the article on request to the Consultant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

X
TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating

worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

1) Consultant compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
5) Compliance with the County's business ethics; or
6) Compliance with applicable state statutes and County Ordinances and regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

I. Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of

audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.

Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

XI
OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.
The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

XII
SUSPENSION OF WORK BY COUNTY

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time.

However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

XIII
STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

B. 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.

C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other Contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VIII.

D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

XV
MINORITY/WOMEN EMPLOYMENT PARTICIPATION

A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.

C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.

D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.

E. In the event a certified M/WBE sub-consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development

Division, accompanied by the Project Manager's recommendation or consent to termination.

F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:

1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.

2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.

3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XVI
INDEPENDENT CONTRACTOR STATUS

The CONSULTANT shall be an independent contractor and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

XVII
EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the awarded CONSULTANT shall abide by the following provisions:

1. The CONSULTANT shall represent that CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

2. The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.

3. The provisions of the prime contract shall be incorporated by the CONSULTANT into the contracts of any applicable sub-consultants.

XVIII
INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XIX
ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XX
CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XXI
AVAILABILITY OF FUNDS

The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

XXII
WELFARE RECIPIENTS

CONSULTANT has committed to hire zero (0) ZuCan participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the ZuCan staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. ZuCan participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individual hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

XXIII
SERVICE-DISABLED VETERAN PARTICIPATION

A. The CONSULTANT shall be responsible for reporting Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

B. Subsequent amendments to this contract shall be submitted with the appropriate

documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.

C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.

D. In the event a certified SDV sub-Consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:

1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.

2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is <u>not</u> exercised the awarded Proposer shall provide a list of all non-SDV subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.

3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XXIV
CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

XXV
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXVI
TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited

to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXVII
VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

GAI CONSULTANTS, INC.
ORLANDO, FLORIDA

Signature

Jeffrey M. Sievers
Name Typed

Vice-President
Title

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Johnny M. Richardson, CPPO, CFCM
Manager, Procurement Division

Date: 2-25-15
(for County use only)

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

CONTINUING ENGINEERING SERVICES FOR RIGHT-OF-WAY ACQUISITION AND EMINENT DOMAIN

This continuing engineering services contract may be utilized for land acquisition for any Orange County project such as roadways, recreation trails, stormwater ponds, easements, building sites, etc. However, the following standards were written specifically for a roadway project. This scope of services may need to be modified to fit other County projects.

This Scope of Services is specifically for engineering services that may be required for the acquisition of right-of-way for Orange County roadway projects from design review, right-of-way impact analysis and appraisal process through settlement negotiations and the eminent domain process.

These services include review, research and analysis of construction plans, right-of-way maps, title search reports, legal descriptions and sketches of description, and right-of-way acquisition reports in connection with the acquisition of property. These services also include research for specific types of property uses such as analysis of commercial and industrial processes or any research of any type that is involved with right-of-way acquisition and eminent domain. Sites will be analyzed to determine various impacts of the proposed acquisitions on the development potential and utility of the property. Fieldwork will be required to perform the analysis. Reports, graphics, sketches, and engineering cures shall be produced as necessary throughout the acquisition process. Participation in project progress meetings will be required. Engineering support including trial exhibit preparation and expert witness testimony will be required throughout the litigation process, including pre-order of taking meetings, order of taking hearings, mediations, depositions, and value trials.

As the County generates each project, a scope meeting will be called for the County and the Consultant to identify the work to be accomplished, the level of effort, participation by the subconsultants, identification of specialized subconsultants, time frame for work and any other details particular to the scope of work. The Consultant is encouraged to be fully familiar with the properties to be acquired by performing field inspections prior to the submittal of the proposal. The proposal to the County shall contain written scope and costs detailing required man-hours with approved hourly rates, subcontracted services by man-hours and approved rates, proposed schedule and all direct expenses required to complete the task. A sample of the format in which the Consultant should submit his invoices will be provided. Scope and cost proposals shall be submitted within fifteen (15) days of the scope meeting.

The following descriptions provide a minimum standard for reporting and parcel sketch requirements to develop the best quality product for Orange County.

RIGHT-OF-WAY ACQUISITION REPORT

ANALYSIS OF PARENT TRACT

Each Right-of-way Acquisition Report shall contain the following general information as a minimum.

- Project name and Orange County parcel number
- Name of owner and/or tenant(s)
- Use of property including the name of the business or businesses if applicable
- Location of property by street address, Property Appraiser's tax map parcel number, distance from a visibly recognizable location, and station numbers
- Property inspection date
- Person who performed analysis
- Dimensions of the property including the size of the parent tract, area to be acquired and the remainder area. Provide one sketch of the entire parent tract with an aerial background (no break lines).
- Aerial backgrounds are required for the before sketches and the sketches with the acquisition shown.
- Sketches of the acquisitions have the appropriate scale to clearly show details of the impacts.
- Footer of report shall contain page numbers, project name and parcel numbers and date of report.
- Verify that all math, dimensions etc. are consistent within the report, with the construction plans, right of way maps, legal descriptions and sketches of description.
- Right-of-way Acquisition Reports shall be provided electronically in Word format and as a .pdf file. Some appendices may also be required in CAD format.
- If there are issues with any aspect of the site in the after condition as a result of the road project, immediately contact the Public Works Department, Engineering Right-of-Way Acquisition Section and the Real Estate Management Division Appraisal Section so that an appropriate solution can be implemented prior to the completion of the appraisal and negotiations for the purchase of the property. Do not finish the Right-of-Way Acquisition Report until instructed to do so by the Right of Way Acquisition Section.

EXISTING CONDITION OF THE PARENT TRACT

Investigate, determine and describe or summarize features of the property including but not limited to the following:

(1) The Right-of-way Engineering Consultant will be provided copies of all reports developed during the Roadway Conceptual Analysis (RCA) and Roadway Design Phases of the roadway project. Data collected during the RCA and Roadway Design Phase shall be reviewed, evaluated, and verified. After verification it can be relied upon for the Right-of-way Acquisition Reports. If data collected during the RCA and Roadway Design Phase cannot be relied upon because it is either incorrect or outdated, it shall be updated as part of this work and coordinated with the design consultant through Public Works

Department, Engineering Division Right of Way Acquisition Section and Design Section.

(2) Existing Use

(3) Land: Factors such as area, shape, dimensions, ingress/egress, topography, flood plain data, drainage, soil conditions, utilities on site and availability, wetlands and their jurisdictional boundaries, wetland classification for mitigation, site improvements, easements, encroachments and their effect should be considered. Especially describe existing drainage patterns; use of public water supply, wells, on-site sewage disposal systems and/or public wastewater systems; availability of water and wastewater mains including location relative to pavement and property; areas of wetlands and uplands; and existing easements.

(4) Buildings and Other Improvements: If improvements are to be affected by the acquisition, locate the improvements by actual survey and provide scaled drawings. All dimensions shall be displayed on the improvement sketches.

(5) Parking Analysis: Evaluate the parking design of the parcel before the acquisition with respect to the number of spaces, configuration, layout, adherence to zoning and applicable design standards with the Consultant commenting on conformance with current code requirements including ADA/Florida Accessibility code, encroachments on existing right of way, and any lease, easements, or other cross parking or joint use arrangements applicable to the site.

(6) Existing Driveway Analysis: Identify existing grade (if a significant difference is created by the project), all dimensions of driveway width, type of vehicular use, existing turning movements.

(7) Site Signage: On-premise signs, including outdoor advertising signs and monument signs, should be analyzed as to zoning regulations, any effect to the exposure, size, height or clearance of the sign in the before condition.

(8) Environmental Concerns: Investigate the current environmental regulations from the appropriate federal, state, municipal, county and regulatory agencies with respect to environmental features of the property. Review Corridor Contamination Assessment reports. Coordinate indications of contamination assessment with Public Works Department, Engineering Division, Right of Way Acquisition Section, Design Section and Risk Management Division. Additional evaluation and property value consideration may be necessary if contamination exists.

(9) Site Drainage Design: Evaluate the adequacy of the existing on site drainage systems. Describe the existing outfall.

(10) Driveways: The Consultant should analyze the maximum potential number of drives permitted for unimproved land tracts before the acquisition.

(11) Identify and obtain copies of all development documents.

DESCRIPTION OF THE ROADWAY PROJECT

The consultant shall discuss the existing and proposed roadway. Such discussion shall be parcel-specific with sufficient detail (including drawings, as appropriate) to enable the reader to visualize the proposed changes as they affect the subject.

ZONING, LAND USE PLANS AND CONCURRENCY

The Consultant shall discuss the following items concerning zoning, land use plans and concurrency:

(1) Determine and verify zoning designations for the subject parcel with the appropriate government entity. The consultant should discuss the present zoning of the subject property and how zoning regulations affect the use of the property. (i.e. setbacks, potential floor area ratio (FAR) issues, minimal building requirements). Document the person or persons interviewed.

(2) State whether the investigation revealed any reasonably probable change in zoning and/or land use. If a zoning change is reasonably probable, discuss other nearby zoning changes to support the anticipated change, as appropriate. A land use change assumption must be approved and documented by the appropriate Department Manager or his designee, currently Alberto Vargas, Manager or John Smoger, Planning Administrator, Orange County Planning Division, for property in unincorporated Orange County, and with the appropriate municipal zoning official for property in a municipality.

(3) Determine and verify the comprehensive land use plan status and/or development or building plans of each parcel with the local Planning/Building Department. The Consultant should also obtain concurrency ordinances from municipal and county governments and determine the concurrency status of the subject parcel.

(4) Discuss future land use plan and effect on property, as well as any pending, proposed or reasonably probable changes to the subject's future land use classification.

(5) Discuss any non-conformity with either land or building improvements.

(6) Determine and verify any change in impact fees due to the acquisition.

ANALYSIS OF PART ACQUIRED

If land or land and improvements are partially acquired the following factors should be discussed by the Consultant:

(1) Describe the topography, shape and area of land acquired.

(2) Discuss the extent of access and frontage acquired.

(3) Identify and describe all improvements to be acquired that are considered to be real property.

(4) Provide description and delineation of jurisdictional wetland areas within the acquisition.

(5) Describe impacts to buildings and other improvements utilizing actual survey data and provide drawings to scale including dimensions.

(6) Discuss any other factors that may be considered necessary in the analysis of the acquisition area including but not limited to buildings, parking, driveways, environmental concerns, site drainage, site signage, zoning, land use plans, concurrency, etc.

(7) Describe existing easements or other encumbrances.

(8) The Consultant shall provide general contractor cost estimates of building and/or site improvements located within the acquisition area.

ANALYSIS OF THE REMAINDER-UNCURED

The Consultant shall describe or summarize the effect of the acquisition on the remainder including but not limited to the following:

(1) Describe any change in zoning, setbacks, non-conformity, comprehensive land use requirements, concurrency, etc. of the remainder.

(2) Describe any changes in development potential of the remainder based on environmental regulations.

(3) Partially remaining buildings and site improvements as well as analysis of setback impacts to remaining improvements utilizing actual survey data. Structural evaluations shall be made with recommendations for cut & face, demolitions or relocations.

(4) Change of access or circulation (internal & external). Describe the access in the after condition including distances to U-turns, suggested routing for trucks, etc. Provide turning movement analysis as a separate report with drawings. Describe and consider specialty type vehicles that may access the property for

example, school buses, gasoline tanker trucks at gas stations, tow trucks, garbage trucks, and emergency vehicles. Describe access and circulation to buildings, such as, drive-through restaurants and banks, truck loading docks and bays, and dumpster access.

(5) Change in parking or parking lot.

(6) Change in grade analysis.

(7) Change in drainage patterns. Evaluate the existing on-site drainage system after the acquisition

(8) Change in driveway grade, width, and radius. The Consultant shall analyze the connection of the proposed driveway to the proposed roadway. Discuss driveway provided by roadway construction plans including analysis of grade, width, radius, type of vehicular use, and any increased construction costs resulting from changes in road elevation or the construction of roadside swales.

(9) Potable water wells and on-site sewage disposal systems: The Consultant will evaluate any changes to potable water well and on-site sewage disposal systems due to the acquisition. The analysis should consider setbacks, separation distances and relocation.

(10) Change in site signage-location, size or height including setback and exposure. On-premise signs, including outdoor advertising signs and monument signs, should be analyzed as to zoning regulations, any effect to the exposure, size, height or clearance of the sign in the after condition.

(11) Discuss utility connections and availability in the after condition. This includes whether utility lines are on the property's side of the road and whether they are under pavement.

(12) Discuss the impact on existing easements and whether the easement can co-exist with the project. If applicable, attach copy of easement document and development agreements to report as an appendix. Identify the Grantee and complete use for each easement affected. Show the extent of the easement on the parcel acquisition sketches.

(13) Analysis of any other aspect of the acquisition that may affect the County, the owner or the public.

ANALYSIS OF THE REMAINDER-CURED

The Consultant shall develop the most feasible cure plan to be utilized by the appraiser to mitigate any part or all damages created by the acquisition. The Consultant shall analyze and fully discuss the extent of the cure and where necessary provide a general contractor's bid estimate to perform the cure. The bid estimate should be valid for one year. Where a city is involved, it would be preferred for that city to provide concurrence with the cure developed by the general consultant. All cures shall be submitted to

Public Works Right-of-Way Acquisition Section for approval prior to finalizing the Right-of-way Acquisition Report. The following items should be considered:

(1) Partially remaining buildings and site improvements as well as analysis of setback impacts to remaining improvements utilizing actual survey data. Structural evaluations shall be made with recommendations for cut & face, demolitions or relocations.

(2) Analysis of setback impacts, zoning, development requirements, comprehensive land use requirements, and concurrency etc. to the remaining improvements. Applicable waivers, exceptions and/or variances shall be provided. Waivers, exceptions or variances for the remainder property shall include a signed document from the appropriate department manager in accordance with Orange County Code Section 30 Planning and Development, Article 13 Eminent Domain Waivers, Exceptions and Variances. Currently, Mitch Gordon, Manager of the Zoning Division grants these waivers in Orange County. The appropriate municipal zoning official should be contacted for waivers, exceptions and/or variance in a municipality.

(3) Change of access or circulation (internal & external). Describe the access in the after condition including distances to U-turns, suggested routing for trucks, etc. Provide turning movement analysis as a separate report with drawings submitted directly to Public Works Right-of-Way Acquisition Section for approval. Describe and consider specialty type vehicles that may access the property for example, school buses, gasoline tanker trucks at gas stations, tow trucks, garbage trucks, and emergency vehicles. Describe access and circulation to buildings, such as, drive-through restaurants and banks, truck loading docks and bays, and dumpster access.

(4) Parking lot design.

(5) Drainage patterns. Evaluate the existing on-site drainage system after the acquisition and if necessary develop alternative drainage solutions. If there are issues with the site drainage, contact the Public Works Department, Engineering Division, Right-of-Way Acquisition Section so that an appropriate solution to the drainage issue can be implemented prior to the completion of the appraisal and negotiations for the purchase of the property.

(6) Change in driveway grade, width, and radius: The Consultant shall analyze the proposed connection of the subject driveway to the proposed roadway. Discuss driveway provided by roadway construction plans including analysis of grade, width, radius, type of vehicular use, and any increased construction costs resulting from changes in road elevation or the construction of roadside swales. When such a connection shall require additional harmonizing or grading outside of the required right-of-way the Consultant shall provide a separate general contractor's bid estimate (harmonizing cure) for the cost of the work.

(7) Potable water wells and on site sewage disposal systems. The Consultant will evaluate any changes to the well and septic systems due to the acquisition. The analysis should consider setbacks, separation distances, connection to public utilities and relocation of the potable water well and/or on-site sewage disposal system in accordance with County regulations and Health Department requirements. The Consultant shall develop a cure plan considering the above factors.

(8) Change in site signage-location, size or height including setback and visibility in accordance with County regulations. On-premise signs, including outdoor advertising signs and monument signs, should be analyzed as to zoning regulations, any effect to the exposure, size, height or clearance of the sign in the after condition, and an area for the sign to be relocated and any impacts that may be caused by the relocation. A general contractor's bid to reconstruct signs to conform to current regulations must be provided.

(9) Identify the probable length of time that will be required to implement any proposed cure and describe the possible impact of any down time on the owner.

The Consultant shall discuss the feasibility and functional utility of the cure versus the property in the before condition.

It is the responsibility of the Consultant to coordinate any cure, which may affect the design or drainage of the roadway project with the Public Works Department, Engineering Division, Right-of-Way Acquisition Section.

SKETCH REQUIREMENTS

The Consultant is required to provide a before acquisition, after acquisition and remainder sketch. Cure sketches will be required when a cure is proposed. The following criteria should be met:

1. Parent tract, each part to be acquired and each remainder. If partial acquisition, cross hatch or shade each area to be acquired. A separate sketch of the remainder may be included. Provide one sketch of the entire parent tract with an aerial background (no break lines, may be at a different scale).

2. Aerial backgrounds are required for the before acquisition sketches and the sketches with the acquisition shown.

3. Sketches are to be provided electronically in AutoCAD on CD to the Public Works Department, Engineering Division, Right of Way Acquisition Section and as .pfd files to the Public Works Department, Engineering Division, Right of Way Acquisition Section, Real Estate Management Division and the project appraiser.

4. All sketches shall have the appropriate scale, line weights, shadings and layout to clearly show all details and not obscure any information.

5. All acquisition sketches shall have dimensions and areas of parent tracts, parcels and remainders from the right-of-way map, legal descriptions and sketches of description. Verify that all three match.

6. All sketches shall show improvements, including location, dimensions, distance to existing and new right-of-way line, all drives, number and layout of parking, and known location of septic tank(s) and drain fields.

7. Street or road name and ingress/egress to parcel.

8. Other significant natural or manmade features.

9. Directional pointer (north arrow to top or right).

10. Location, size and user/type of any easements, whether affecting value or not.

11. The proposed site of any on-premise sign or other improvements to be relocated.

12. A floor plan sketch for each significant building showing exterior dimensions, general layout of interior including all entry/exit doors, other significant or affected features.

13. Include station locations on all sketches. Show roadway plan view with stationing on all sketches except the parent tract sketch and the before sketch.

Show medians and distances to nearest U-turns or intersections for access. Stationing shall be legible.

14. Include a legend.

15. All information on sketches provided shall clearly and legibly shown.

16. Sample sketches will be provided during the negotiations for the contract.

EXHIBIT B

PRIME CONSULTANT

GAI CONSULTANTS, INC.

gai consultants
transforming ideas into reality

FEE QUOTATION PROPOSAL

RE: ORANGE COUNTY CONTINUING SERVICE CONTRACT #Y14-904

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the Contract:

Base Rate	100%
Overhead & Fringe Benefits	162.85 %
Subtotal	262.85%
Profit	12%
OVERALL MULTIPLIER	2.94 %

Individual classification for personnel hourly rates are as follow:

Classification	Basic Hourly Rate	Overall Multiplier	Billable
Project Manager	$88.00	2.94	$250.00
Assistant Project Manager	$57.53	2.94	$169.00
Planning Manager	$34.14	2.94	$100.00
Project Planner	$31.56	2.94	$93.00
Senior Landscape Architect	$34.14	2.94	$100.00
Registered Landscape Architect	$44.72	2.94	$130.00
Senior Environmental Manager	$39.61	2.94	$116.00
Project GIS Specialist	$26.01	2.94	$76.00
Engineering Manager	$46.01	2.94	$135.00
Senior Project Engineer	$41.97	2.94	$123.00
Project Engineer	$33.26	2.94	$98.00
Lead CAD Designer	$30.64	2.94	$90.00
CAD Operator	$22.09	2.94	$65.00
Administrative Assistant	$17.00	2.94	$50.00

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Jeffrey M. Sievers / Vice-President

PRINTED NAME / TITLE

Jeffrey M. Sievers / 10/7/14

SIGNATURE / DATE

EXHIBIT B

SUB CONSULTANT

JCB CONSTRUCTION

JCB
construction inc.

800 W. Gore Street
Orlando, FL 32805

407.425.9880
fax: 407.425.9972

October 29, 2014

GAI Consultants, Inc.
618 East South Street, Suite 700
Orlando, Florida 32801

Re: Orange County Right-of-Way and Eminent Domain Services
Attention: Jeffrey M. Sievers, P.E., Vice President

Dear Mr. Sievers;

JCB Construction, Inc. is pleased to be able to offer our estimating services to GAI Consultants, Inc. as Subconsultant for the above-captioned project. As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects within Orange County. These rates will be used for the duration of the Contract.

Base Rate	100%
Overhead & Fringe Benefits	155%
Subtotal	255%
Profit (10%)	0.255
OVERALL MULTIPLIER	**2.805**

Classification	Basic Hourly Rate	Overall Multiplier	Billable
Chief Estimator	$75.00	2.805	$210.38
Senior Estimator	$45.00	2.805	$126.23
Estimator	$40.00	2.805	$112.20

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Gratten L. White, Jr. Vice President
Printed Name and Title

Signature and Date

EXHIBIT B

SUB CONSULTANT

RHODES + BRITO ARCHITECTS

rhodes+brito
ARCHITECTS

AA002889

October 30, 2014

Re: Orange County Continuing Service Contract
Rate Schedule for Rhodes+Brito Architects

Base Rate:	100%
Overhead & Fringe Benefits:	142%
Subtotal:	242%
Profit (12%)	.29
Overall Multiplier:	**2.71**

Classification	Base Hourly Rate	Overall Multiplier	Billable
SR. PROJECT MANAGER	$52.00	2.71	$140.90
PROJECT MANAGER	$48.00	2.71	$130.08
PROJECT ARCHITECT	$40.00	2.71	$108.40
PROJECT COORDINATOR III	$34.00	2.71	$92.14
PROJECT COORDINATOR II	$27.00	2.71	$73.17
PROJECT COORDINATOR I	$19.00	2.71	$51.49
CONSTRUCTION ADMINISTRATOR	$37.00	2.71	$100.27
PROJECT ADMINISTRATOR	$29.50	2.71	$79.95
CLERICAL	$15.50	2.71	$42.01

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided in Section 92.525(3) Florida Statues.

Ruffin A. Rhodes, AIA – President
Printed Name and Title

Signature

Date: October 30, 2014

EXHIBIT B

SUB CONSULTANT

AMERICAN ENVIRONMENTAL CONSULTING

ae
American environmental consulting

September 27, 2014

Mr. J. M. "Rusty" Sievers, P.E. ,Vice President
GAI Consultants, Inc.
618 E. South Street, Suite 700
Orlando, Florida 32801

RE: Orange County Right of Way/Eminent Domain Contract Y14-904-CH
American Environmental Consulting, Inc. (AEC) Scope of Services

Dear Mr. Sievers:

Thank you for the opportunity to provide environmental services to GAI under this Continuing Orange County Services Contract. We understand the scope of our general services will be to provide Environmental Consulting Support services.

Specifically, AEC will support the GAI team by ensuring the appropriate federal, state, municipal, county and regulatory agency environmental regulations are being applied to any properties under Orange County's consideration for right-of-way or eminent domain acquisition. As such, AEC will review any existing corridor contamination assessment reports; coordinate communication through GAI to the appropriate Orange County staff regarding any potential contamination indicators; and provide Phase I environmental assessments, and Phase II environmental assessment support as needed or requested.

We look forward to providing you and Orange County with exemplary service.

Sincerely,

Sandra Winkler-Ehmer

Sandra Winkler-Ehmer
Sr. Vice President
American Environmental Services, Inc.
407-361-4975
sandy@aeciservices.com

ae
c american environmental consulting

September 29, 2104

Example Fee Quotation Proposal

As requested, the following is our information regarding overhead multipliers and personal hourly rates for projects with Orange County. These rates will be used throughout the duration of the Contract.

American Environmental Consulting, Inc. (AEC) is a certified Woman-Owned Business (WBE) with Orange County. The firm is just two years old and has not undergone the expense of an overhead and labor audit. A K1 Tax document for both AEC Owners is available to Orange County upon request.

The Classification Basic Hourly Rates below are based upon the billable rates AEC charges to both public and private clients. Supporting invoice documents have been provided to PSI, the Prime Firm.

Classification	Basic Hourly Rate	Overall Multiplier	Billable
Senior Environmental Scientist/Principal	$50.17	2.99	$150.00
Environmental Technician	$21.74	2.99	$ 65.00

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statement may result in criminal persecution for a felony of the third degree as provided for in Section 92.525(3) Florida Statutes.

Sandra Winkler Ehmer

Printed Name and Title

Sandra Winkler Ehmer

Signature

Date: 9/29/2014

9009 Terrace Oak Court
Windermere, FL 34786

407-718-8802
Fax: 407-957-9237
www.aeciservices.com

EXHIBIT B
SUB CONSULTANT

BUCHHEIT ASSOCIATES, INC.

SCHEDULE OF PROPOSED BILLING RATES

Orange County Continuing Services Right of Way/Eminent Domain
November 24, 2014

The following is our information regarding overhead multipliers and proposed personnel hourly rates for the above mentioned contract with Orange County.

Base Rate	100.00%
Overhead & Fringe Benefits	242.02%
Subtotal (BREAKEVEN)	342.02%
Profit (0%)	0.00%
ORANGE COUNTY MAXIMUM MULTPLIER	**2.99**

Individual classification for personnel hourly rates are as follows:

Classification	Basic Hourly Rate	Overall Multiplier	Current Billable Rate
SURVEY PROJECT MANAGER	$50.00	2.9900	$149.50
SURVEYOR AND MAPPER (Supervisory)	$35.50	2.9900	$106.15
PROJECT SURVEYOR	$30.00	2.9900	$89.70
TECHNICIAN	$24.00	2.9900	$71.76
CLERICAL	$19.75	2.9900	$59.05
TWO PERSON CURVEY CREW (A)	$59.50	2.9900	$177.91
TWO-PERSON SURVEY CREW (B)	$48.00	2.9900	$143.52
THREE-PERSON SURVEY CREW	$60.50	2.9900	$180.90

NOTES:
The rates as proposed are based on:
Payroll Figures verified as of date 9/19/2014

Under Penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes. The Overhead & Fringe Benefits rate proposed is exceeded by our actual rate at this time, therefore profit margin is negative.

11/24/2014
Kimberly A. Buchheit, P.S.M., President — Date

Buchheit Associates, Inc. Surveyors & Mappers
427 CenterPointe Circle, Suite 1811
Altamonte Springs, FL 32701
Phone (407) 331-0505, ext. 12
Fax (407) 331-3266
email: kbuchheit@buchheitassoc.com

BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS

EXHIBIT C

EXHIBIT "C"

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First class rates will only be approved if the County required an expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be 44.5 cents per mile. Local mileage not allowed.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The **CONSULTANT** shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be $80.00 per diem or the actual expenses for lodging at a single room rate at a "non-resort" type hotel located in the vicinity of the **COUNTY'S** administrative offices.

5. Meals shall be reimbursed as follows:

A.	Breakfast	$ 6.00
B.	Lunch	$11.00
C.	Dinner	$19.00

Reimbursement for meals shall not apply to local employees of the **CONSULTANT.**

6. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation. These should be reconciled to the monthly invoice.

NOTE: THE COST OR EXPENSE FOR MEALS, VEHICLE MILEAGE, TOLLS, PARKING OR TAXIS, IF INCURRED WITHIN ORANGE COUNTY, SHALL NOT BE ELIGIBLE FOR REIMBURSEMENT.

REV:9/06

DRUG-FREE WORKPLACE FORM

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that GAI CONSULTANTS, INC. does:

Name of Proposer

1. Publish a statement 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, 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 employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, 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 work-place through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: Jeffrey M Sievers

Date: 2/10/2015

CONSENT AGENDA ITEM

#22

MEMORANDUM

To: Board Members
Central Florida Expressway Authority

From: Joseph L. Passiatore
General Counsel

Date: February 23, 2015

Re: SR 528
Project Airport Interchange – BeeLine Improvements
Parcel 7

In connection with the 528-405 project, the Authority needs to acquire certain property from the City of Orlando which is used and controlled by GOAA. GOAA has requested the Authority grant them an option to purchase the remainder of Parcel 7 and have now indicated that they will be exercising the option.

This parcel, is east of Conway Road along the north side of McCoy road; it is approximately 5.36 acres and is estimated to have approximately 1.78 acres wetlands and 3.58 acres of uplands.

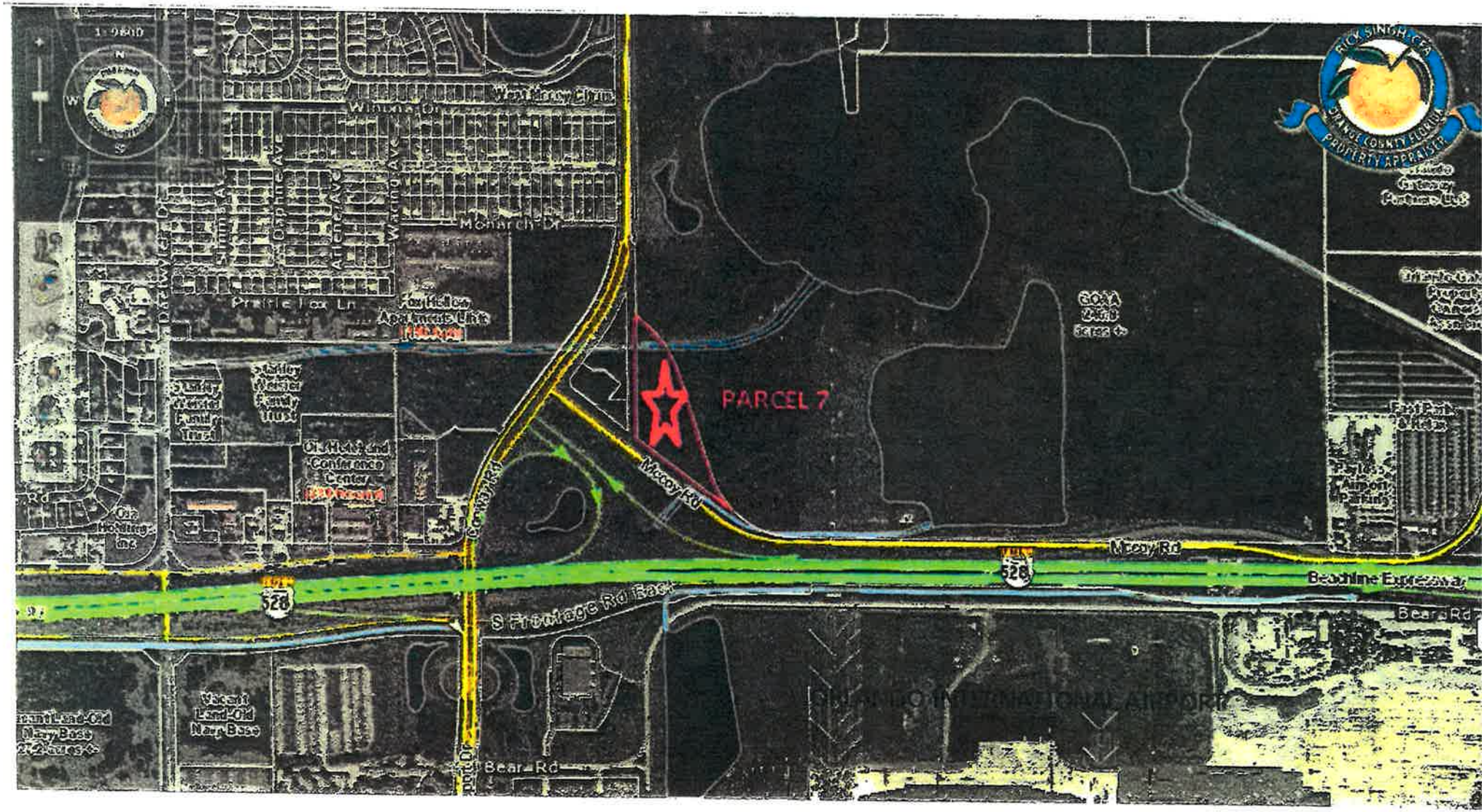
An appraisal of the property has been prepared estimating the value as $467,900 at November 2, 2012 (the date of the agreement between the City and the Expressway Authority for the purchase of the 528-405 property.)

For your review, attached you will find an aerial, with the property outlined in red along with the General Engineering Consultant opinion letter stating that the property is not needed for the operation of the system.

Upon the recommendation of Right of Way Committee at its February 2015 meeting, we are requesting the Board declare the property surplus.

Attachments
GEC Letter
Exhibits

SITE LOCATION MAP
SR 528 – Airport Interchange – BeeLine Improvements
Parcel 7



ATKINS

Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

February 23, 2015

Joseph A. Berenis, P.E.
Deputy Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Central Florida Expressway Authority
Disposition of Property
SR 528, Project: Airport Interchange, BeeLine Improvements
Parcel 7.1

Dear Mr.Berenis:

We have reviewed the limits of the above designated parcel, as depicted on the attached. In our opinion this property is surplus and is not needed for the operation of the system.

Furthermore, in our opinion, the Authority is in full compliance with the requirements of Section 5.4(b) of the Master Bond Resolution and will continue to be in compliance after the proposed sale.

Sincerely,

Nathan P. Silva
GEC Program Manager

Attachment
c: J. Passiatore, Esq., CFX (w/enc.)
D. Keeter, Atkins (w/enc)

CONSENT AGENDA ITEM

#23

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 Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **February 26, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Recommendation of Approval of Agreement with the City of Apopka, Florida for Subordination of Right-of-Way and for Maintenance of Traffic at Yothers Road During the Development of the Wekiva Parkway, S.R. 429, Project 429-202**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the approval of the Board for an "Agreement Between the Central Florida Expressway Authority and the City of Apopka, Florida for the Subordination of Right of Way and for Maintenance of Traffic at Yothers Road During the Development of the Wekiva Parkway, S.R. 429, Project 429-202." ("Agreement").

DESCRIPTION and BACKGROUND:

The Central Florida Expressway Authority ("CFX") is constructing portions of S.R. 429, Wekiva Parkway through Apopka, Florida. Specifically, Wekiva Parkway Segment 1A, Project 429-202, from U.S. 441 to Ponkan Road is scheduled to begin construction in spring of 2015. The construction plans for the project require CFX to construct a bridge for Yothers Road where S.R. 429 and Yothers Road intersect. This project will necessitate the redirecting of traffic to ensure that traffic issues are appropriately managed during this construction period.

CFX has been working with the City of Apopka ("City") to develop a plan to ensure that traffic issues are appropriately managed during the construction period. The construction plans were reviewed by the City at the 60%, 90% and final submittal stages. The development plans include an approach to the maintenance of traffic ("MOT") that requires CFX to utilize an undeveloped portion of water treatment facility land owned by the City for a temporary road that will reroute traffic from Yothers Road while the Yothers Road bridge is being constructed. The MOT approach was developed and coordinated with the engineering staff of the City as an acceptable method to maintain traffic during construction while also allowing continued access to the water treatment facility.

Accordingly, the City has agreed to subordinate its interest and grant a license to CFX to allow temporary use of approximately 7,274 square feet of property (see Exhibit "A" attached to the Agreement for general description of property) for up to twenty-two months from the beginning of construction of Project 429-202 or twelve (12) weeks from the opening of the bridge at the Yothers Road and S.R. 429, whichever ends sooner. CFX will temporarily relocate the water treatment facility's existing fencing and access control gate. Upon completion of the bridge, CFX will return the subject property to its pre-construction condition and provide a new fence and new access control gate at their original locations.

In addition to the above-described property, CFX is also condemning four hiatus parcels within Yothers Road, more particularly identified as Parcels 142, 143 (Parts A, B & C), 144 and 145 (Parts A & B), that are necessary for the construction of S.R. 429, Wekiva Parkway, Project 429-202. The City has agreed to subordinate any and all of its interests to CFX (see Exhibit "C" to the Agreement for description of hiatus parcels).

Certain City utilities are located in areas that are or will be CFX right-of-way, and those utilities are being relocated to accommodate the construction of the Wekiva Parkway (see Exhibit "D" to the Agreement). Should CFX require further relocation of the City utilities in the future, beyond that shown in Exhibit "D" to the Agreement, CFX will bear the reasonable costs of that further relocation.

Acceptance of the proposed Agreement is recommended and is in CFX's best interest. The City of Apopka has indicated to CFX's consultant that the attached Agreement is acceptable to the City.

RECOMMENDATION:

We respectfully request the Board's approval of the proposed Agreement Between the Central Florida Expressway Authority and the City of Apopka, Florida for the Subordination of Right of Way and for Maintenance of Traffic at Yothers Road During the Development of the Wekiva Parkway, S.R. 429, Project 429-202.

ATTACHMENT:

Agreement Between the Central Florida Expressway Authority and the City of Apopka, Florida for the Subordination of Right of Way and for Maintenance of Traffic at Yothers Road During the Development of the Wekiva Parkway, S.R. 429, Project 429-202 (with exhibits)

Prepared By and Return To:
James Edward Cheek, III, Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND THE CITY OF APOPKA, FLORIDA FOR SUBORDINATION OF RIGHT-OF-WAY AND FOR MAINTENANCE OF TRAFFIC AT YOTHERS ROAD DURING THE DEVELOPMENT OF THE WEKIVA PARKWAY, S.R. 429, PROJECT 429-202

This Agreement is made and entered into this ____ day of _____, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate agency of the State of Florida, its successors and assigns (hereinafter referred to as the "AUTHORITY") and the CITY OF APOPKA, FLORIDA, a municipal corporation in Orange County Florida created by general law, its successors and assigns (hereinafter referred to as the "CITY").

WHEREAS, the AUTHORITY operates the Central Florida Expressway System, a system of limited access toll roads; and

WHEREAS, the AUTHORITY is designing and will construct portions of the Wekiva Parkway, as described in Section 369.317, Florida Statutes, as a limited access toll road beginning at the planned S.R. 429 interchange at U.S. 441 in Apopka, continuing North and then East, including a proposed S.R. 46 Bypass beginning at U.S. 441 and S.R. 46 near Mt. Dora, Florida, together with all necessary frontage roads, approaches, bridges and avenues of access that all constitute a part of the project (hereafter the "Wekiva Parkway" or "project"); and

WHEREAS, the Wekiva Parkway Segment 1A, Project 429-202, from U.S. 441 to Ponkan Road is scheduled to begin construction in spring 2015; and

WHEREAS, the development of the plans for the project included an approach to the maintenance of traffic (MOT) that requires the Central Florida Expressway Authority to utilize an undeveloped portion of water treatment facility land owned by the CITY for a temporary road to facilitate construction allowing the rerouting of traffic from Yothers Road while the Yothers Road bridge is being constructed; and

WHEREAS, the MOT approach was developed and coordinated with the engineering staff of the CITY as an acceptable method to maintain traffic during construction and also allowing access to the water treatment facility to be maintained at all times; and

WHEREAS, the construction plans were reviewed by CITY at the 60%, 90% and final submittal stages; and

WHEREAS, the CITY has agreed to allow the temporary use of 7,274 +/- sq. ft. of property (the "Property") for up to twenty-two (22) months to allow for the MOT and the continued access to

the water treatment facility; and

WHEREAS, the AUTHORITY and CITY desire to formalize the terms and conditions for the temporary use of the CITY's Property; and

WHEREAS, the construction plans for the project require that the AUTHORITY construct a bridge for Yothers Road where S.R. 429 and Yothers Road intersect. In order for the AUTHORITY to construct the Yothers Road bridge and S.R. 429, it is necessary for the CITY to subordinate its interest in a portion of the Yothers Road right-of-way.

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

1. **The Property.** The CITY agrees that the AUTHORITY may use the Property, generally identified on Exhibit "A" attached hereto, for the construction of a temporary road for the MOT and to allow continued access to the water treatment facility during the construction of the Wekiva Parkway. The CITY hereby grants a license to the AUTHORITY for these purposes across said Property.

2. **Term.** The AUTHORITY's use of the Property shall be for a term of twenty-two (22) months from the beginning of construction of Project 429-202 or twelve (12) weeks from the opening of the bridge at the Yothers Road and S.R. 429 intersection, whichever ends sooner.

3. **Construction.** The AUTHORITY shall construct the temporary road generally in the manner depicted on Exhibit "B" attached hereto. The AUTHORITY shall provide the CITY thirty (30) days notice prior to the start of construction, at which time the water treatment facility property and existing fence will be photo documented. Copies of the photos will be provided to the CITY. The existing fencing will then be relocated to allow the temporary road to be built and maintained. The water treatment facility access control gate will be relocated before construction and will be in place at all times to control access to the water treatment facility. Upon expiration of the term defined above, the Property will be returned to its pre-construction condition or better, and a new fence and new access control gate will be provided at their original locations.

4. **Subordination of Right-of-Way.** The CITY subordinates to the AUTHORITY, its successors and assigns, any and all of the CITY's interest in the property identified in Exhibit "C" attached hereto.

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

To the AUTHORITY:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY Attn: Executive Director 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5000
With a copy to:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY Attn: General Counsel 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5000
With an additional copy to:	WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A. Attn: James Edward Cheek, III, Esq. 329 Park Avenue North, 2nd Floor (32789) Post Office Box 880 Winter Park, Florida 32790-0880 Telephone: (407) 423-4246
To the CITY:	CITY OF APOPKA, FLORIDA _____ _____ _____ _____
With a copy to:	_____ _____ _____ _____ _____

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

6. **Rights After Relocation of Certain Utilities**. Certain CITY utilities are located in areas that are or will be CFX right-of-way, and those utilities are being relocated to accommodate the construction of the Wekiva Parkway, as shown on Composite Exhibit "D" hereto, which consists of Sheets U-1, U-5, U-7, and U-9 of the Utility Adjustment Plan for Project No. 429-202. AUTHORITY agrees that should it require further relocation of the CITY utilities in the future, beyond that shown in Composite Exhibit "D" hereto, that AUTHORITY will bear the reasonable costs of that further relocation. CITY is not precluded from adding new facilities with the prior approval of AUTHORITY, and any such addition will be at CITY's sole expense.

7. **Jurisdiction and Venue**. The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, and further agree that exclusive venue shall lie in Orange County, Florida.

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

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

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

11. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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

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

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

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

Signed, sealed and delivered
in our presence as witnesses:

_____

_____
(Print Name)

_____

_____
(Print Name)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____

Title: _____

Approved as to form for execution by the Authorized Signatory of the Central Florida Expressway Authority

By: _____
Print Name: _____
Right of Way Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, on behalf of the agency, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
Notary Public

Notary Public, State of Florida
Commission No. _____
My commission expires:

Executions continue on the following page.

Signed, sealed and delivered
in our presence as witnesses:

CITY OF APOPKA, FLORIDA

_____
_____
(Print Name)

By: _____
Print Name: _____

Title: _____

_____
_____
(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____of the CITY OF APOPKA, FLORIDA, on behalf of the city, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
Notary Public

Notary Public, State of Florida
Commission No. _____
My commission expires:

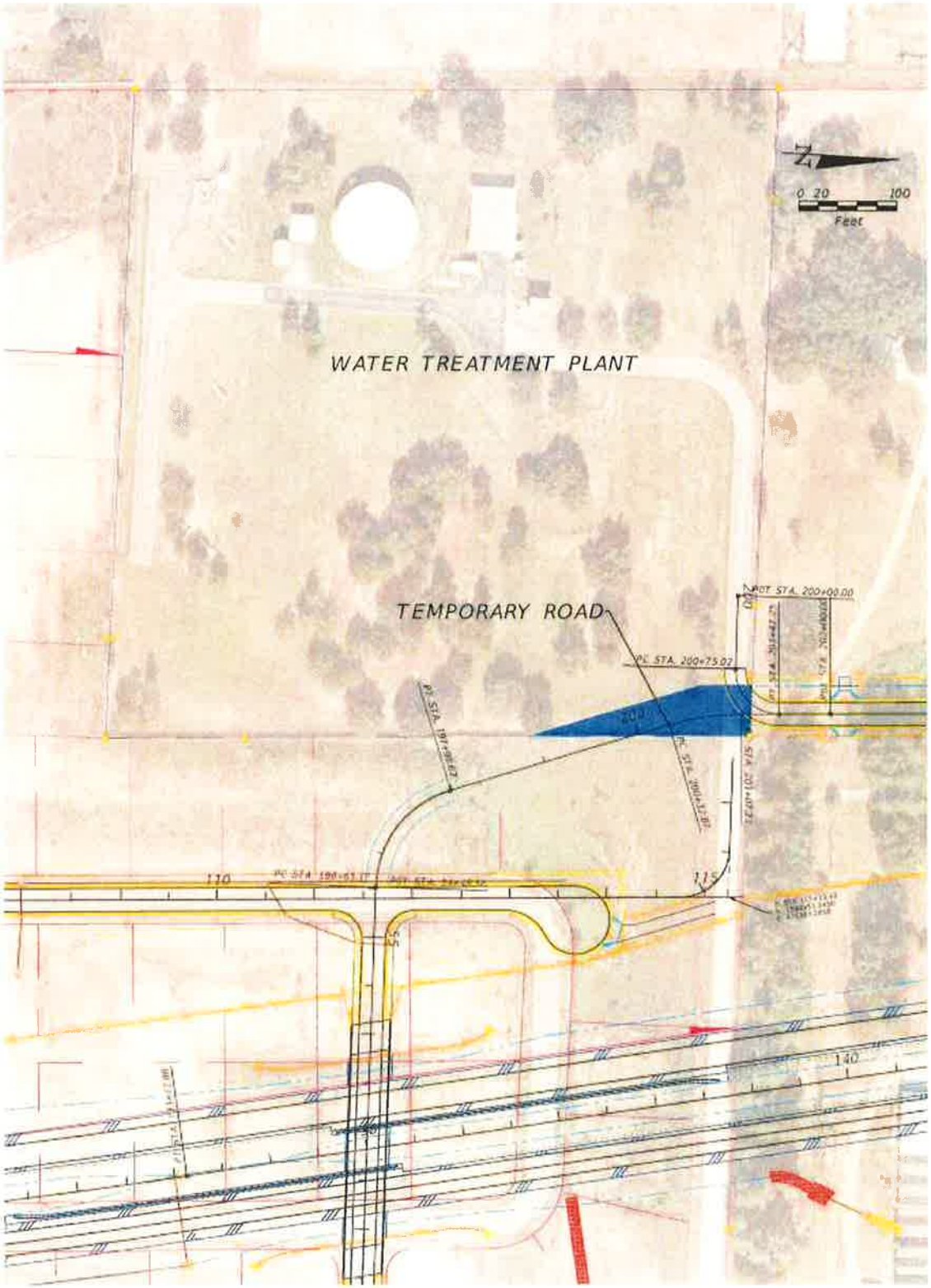


EXHIBIT "A" to MOT Agreement
Page 1 of 1

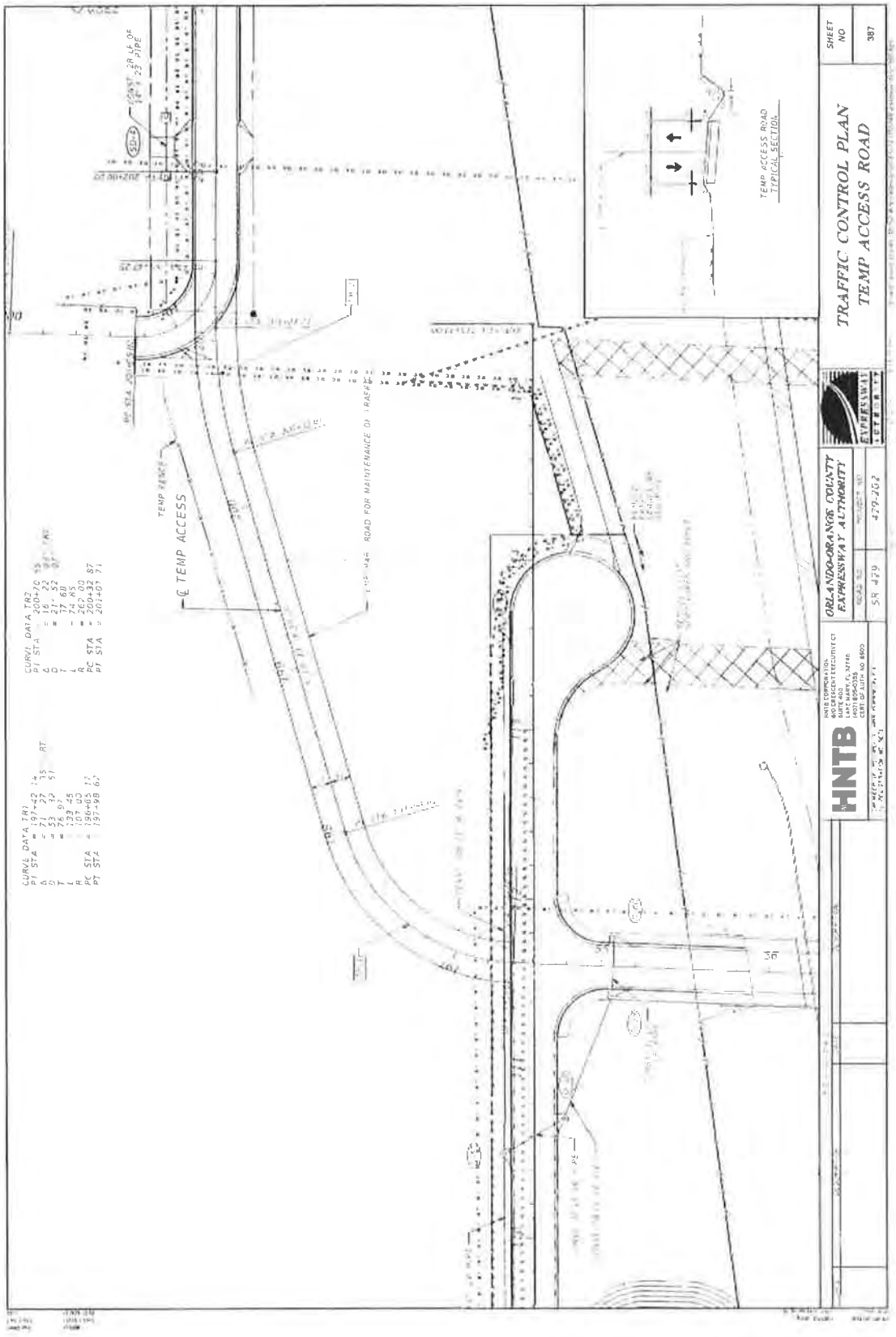


EXHIBIT "B" to MOT Agreement
Page 1 of 1

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 142
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

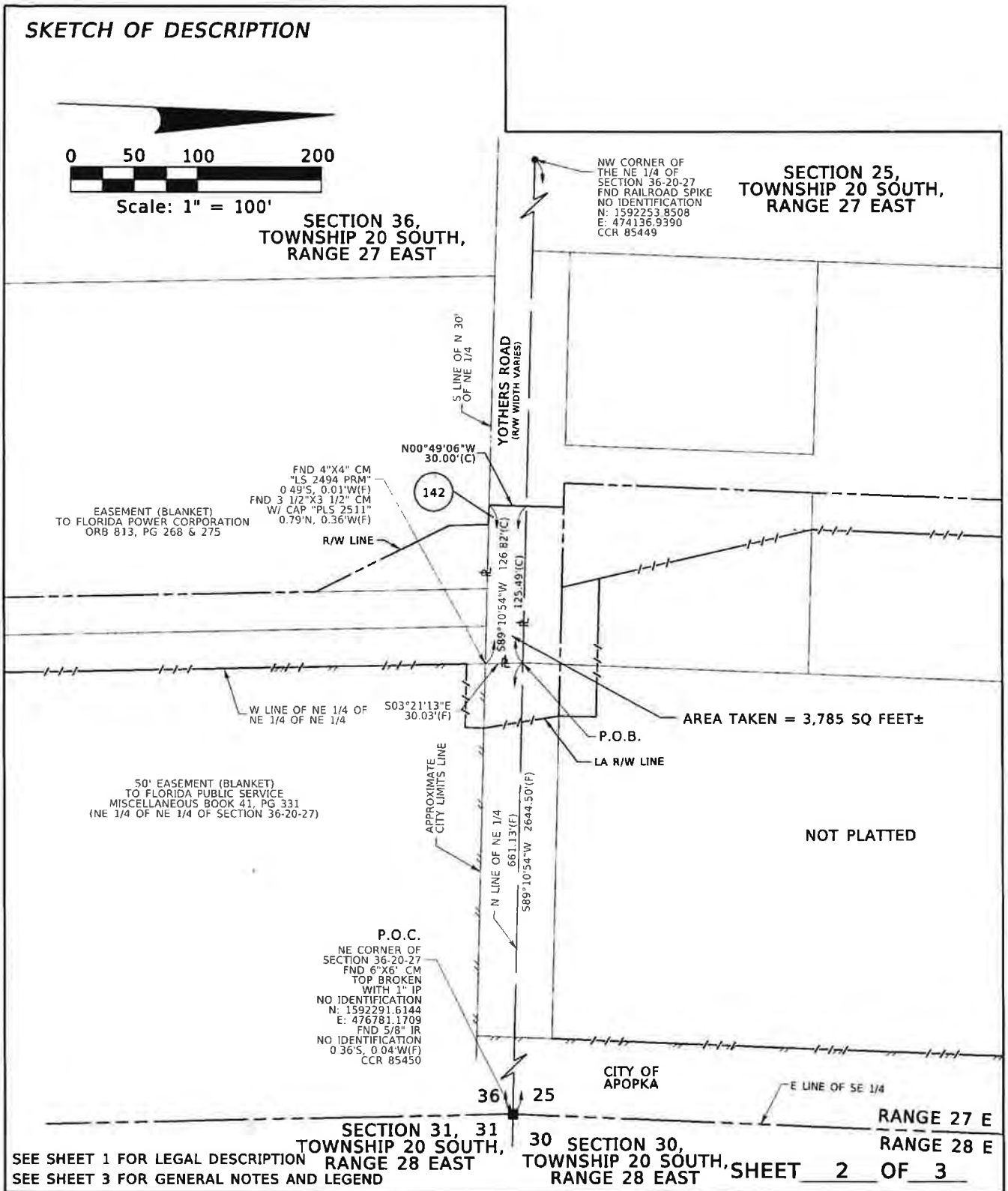
COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 661.13 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 126.82 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°49'06" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 125.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,785 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 142*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 142*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	℄	= PROPERTY LINE
E:	= EASTING	PG	= PAGE
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
ID	= IDENTIFICATION	P.O.C.	= POINT OF COMMENCEMENT
IP	= IRON PIPE	RT	= RIGHT
IR	= IRON ROD	R/W	= RIGHT OF WAY
LA	= LIMITED ACCESS	SQ	= SQUARE
LT	= LEFT	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED MAY 16, 2013, ORDER NO. 4395524, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

REVISED PER COMMENTS	PMM	06/13/2013
REVISION	BY	DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

9-11-2013

H. Paul deVivero, Professional Land Surveyor No. 4990 — DATE

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 142

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 143
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
PURPOSE: PART C RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 143 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 352.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 261.06 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 261.06 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 7,832 SQUARE FEET, MORE OR LESS.

PARCEL 143 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 613.94 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 51.53 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 47.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,481 SQUARE FEET, MORE OR LESS.

PARCEL 143 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 193.28 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 153.92 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 159.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,703 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

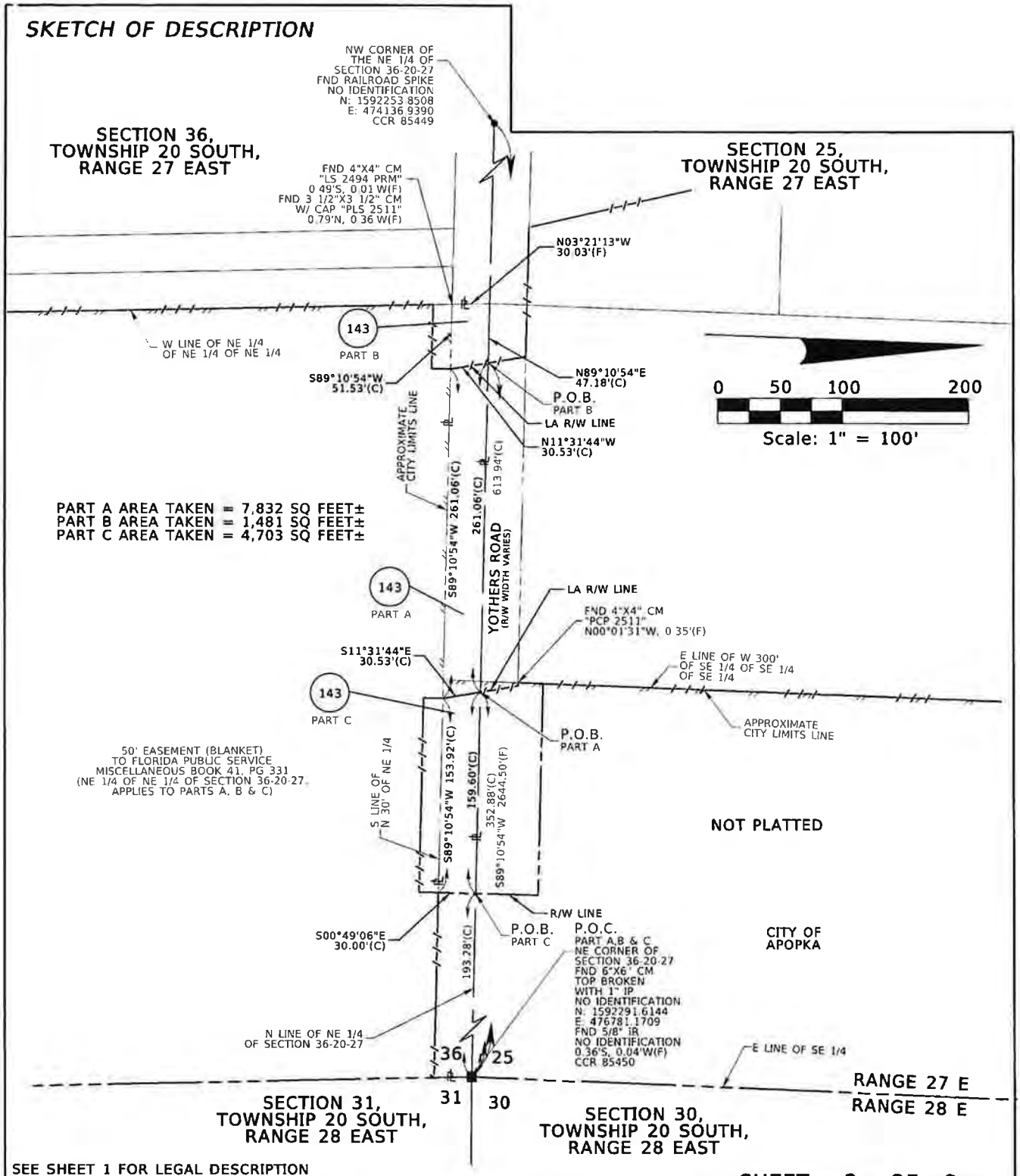
DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 143

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 143

GEODATA CONSULTANTS, INC.
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2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CM	= CONCRETE MONUMENT	℄	= PROPERTY LINE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SQ	= SQUARE
		W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED MAY 16, 2013, ORDER NO. 4395658, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

REVISION	BY	DATE
REVISED PER COMMENTS	PMM	06/13/2013

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

9-11-2013

H. Paul deVivero, Professional Land Surveyor No. 4990 — DATE

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 143

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 144
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 361.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 200 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO A POINT ON AFORESAID EAST LINE OF WEST 300 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'31" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

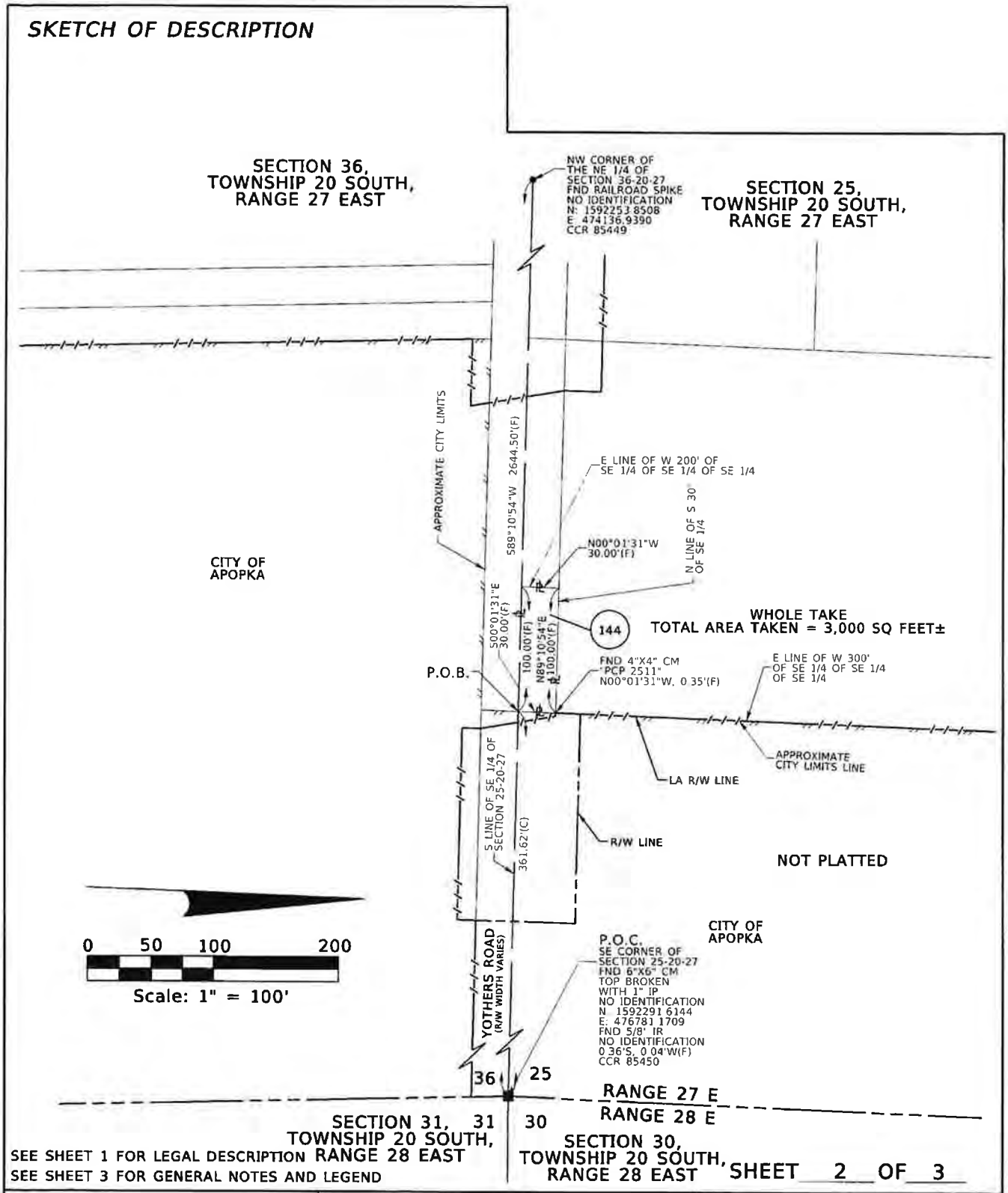
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 23, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 144*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429

OOCEA PROJECT NO. 429-202

PARCEL NO. 144

GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	℄	= PROPERTY LINE
E:	= EASTING	PG	= PAGE
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	R/W	= RIGHT OF WAY
LA	= LIMITED ACCESS	SQ	= SQUARE

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED MAY 16, 2013, ORDER NO. 4395665, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

REVISION	BY	DATE
REVISED PER COMMENTS	PMM	06/20/2013

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990 — DATE 9-11-2013

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 144

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 145
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 145 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 461.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 200 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 152.32 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 158.41 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'31" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4,661 SQUARE FEET, MORE OR LESS.

PARCEL 145 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 613.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 47.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.28 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,330 SQUARE FEET, MORE OR LESS.

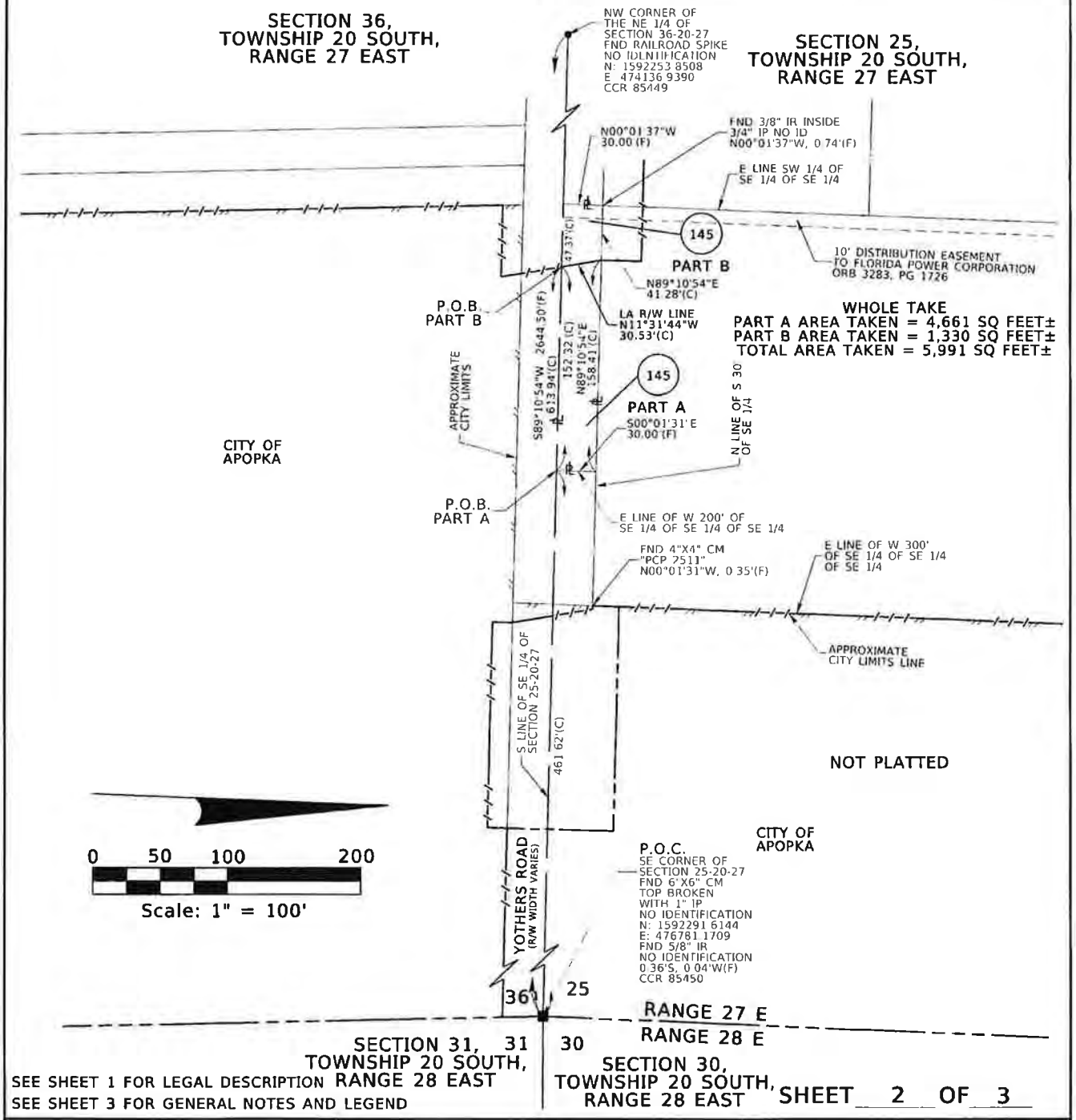
SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: MAY 23, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 145

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 23, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	*STATE ROAD 429* *OOCEA PROJECT NO. 429-202* *PARCEL NO. 145*	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* *LAND SURVEYOR BUSINESS LICENSE NO. 6556*

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	N:	= NORTHING
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LA	= LIMITED ACCESS	SQ	= SQUARE

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED MAY 16, 2013, ORDER NO. 4395671, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

REVISED PER COMMENTS	PMM	6/20/2013
REVISION	BY	DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990 — DATE 9-11-2013

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

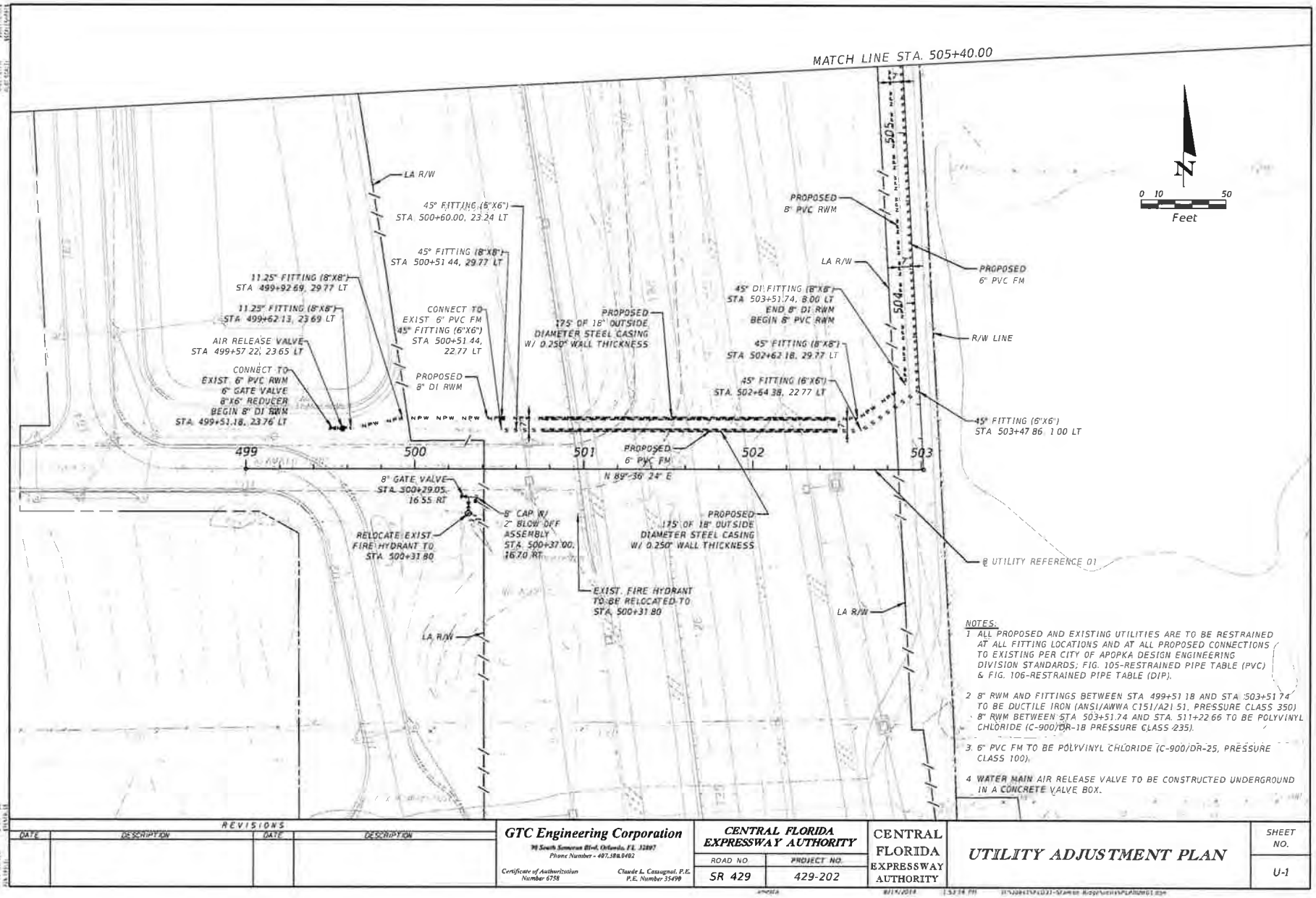
DATE: MAY 23, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 145

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556



NOTES:

1. ALL PROPOSED AND EXISTING UTILITIES ARE TO BE RESTRAINED AT ALL FITTING LOCATIONS AND AT ALL PROPOSED CONNECTIONS TO EXISTING PER CITY OF APOPKA DESIGN ENGINEERING DIVISION STANDARDS; FIG. 105-RESTRAINED PIPE TABLE (PVC) & FIG. 106-RESTRAINED PIPE TABLE (DIP).
2. 8" RWM AND FITTINGS BETWEEN STA. 499+51.18 AND STA. 503+51.74 TO BE DUCTILE IRON (ANSI/AWWA C151/A21.51, PRESSURE CLASS 350) 8" RWM BETWEEN STA. 503+51.74 AND STA. 511+22.66 TO BE POLYVINYL CHLORIDE (C-900/DR-18 PRESSURE CLASS 235).
3. 6" PVC FM TO BE POLYVINYL CHLORIDE (C-900/DR-25, PRESSURE CLASS 100).
4. WATER MAIN AIR RELEASE VALVE TO BE CONSTRUCTED UNDERGROUND IN A CONCRETE VALVE BOX.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

GTC Engineering Corporation
[redacted] South Semoran Blvd, Orlando, FL 32807
Phone Number - 407.384.0402
Certificate of Authorization Number 6758
Claude L. Cassagnol, P.E. P.E. Number 35490

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

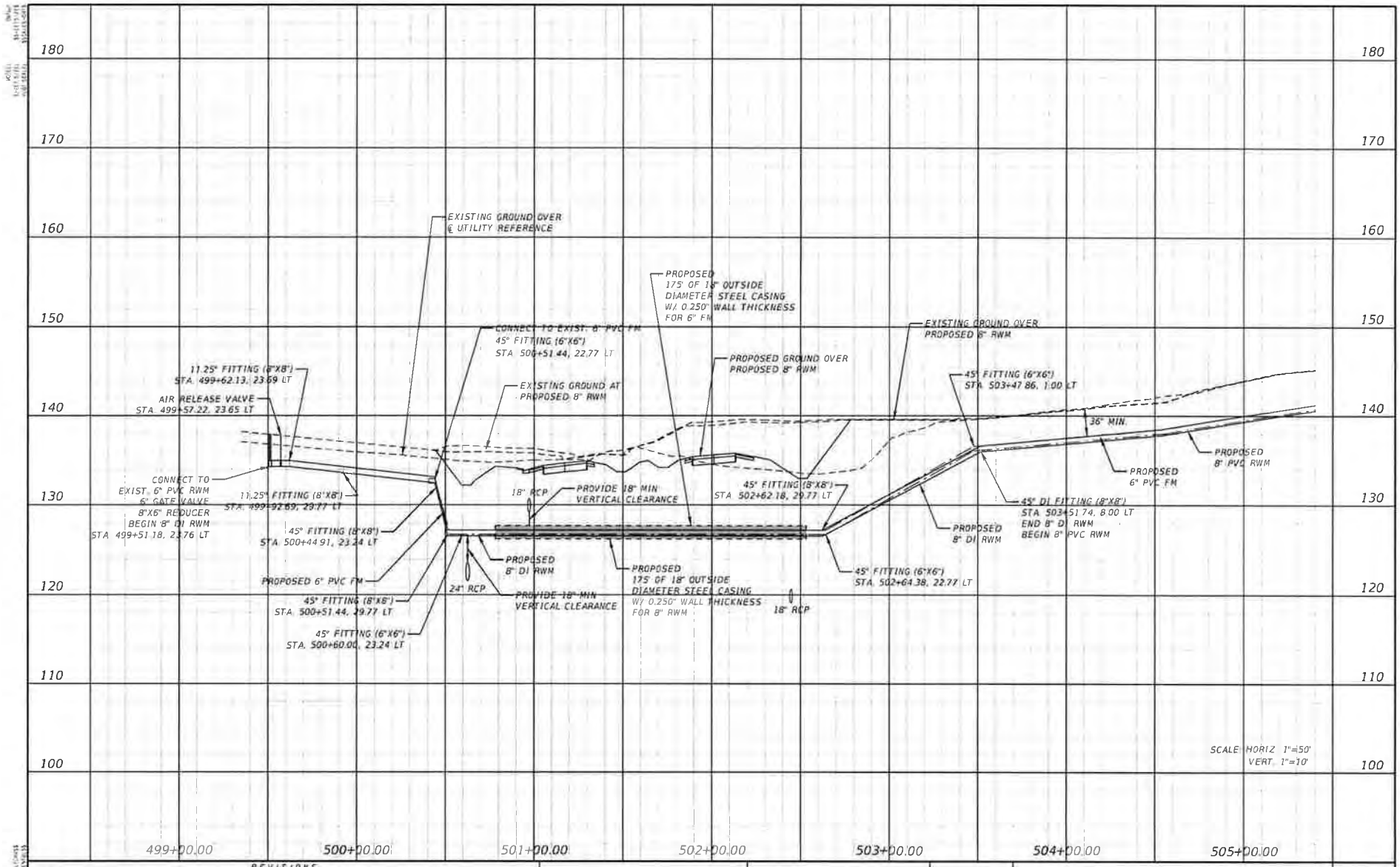
ROAD NO.	PROJECT NO.
SR 429	429-202

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT PLAN

SHEET NO. U-1

EXHIBIT "D" to MOT Agreement
Page 1 of 10



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

GTC Engineering Corporation
98 South Semoran Blvd, Orlando, FL 32807
Phone Number - 407.380.0402
Certificate of Authorization Number 6758
Claude L. Cassagnol, P.E. P.E. Number 35490

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROAD NO.	PROJECT NO.
SR 429	429-202

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILTITY ADJUSTMENT PROFILE

SHEET NO. U-2

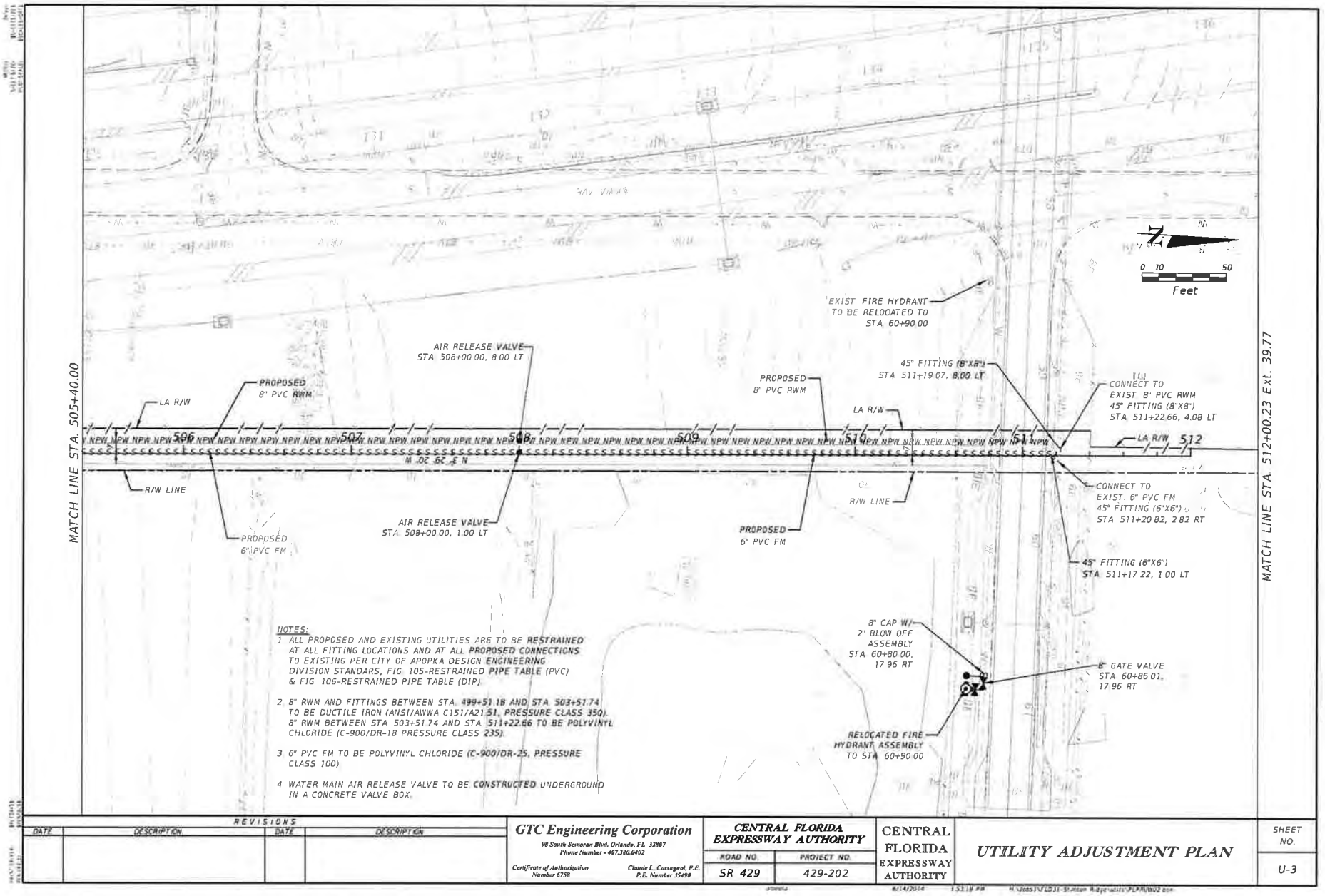
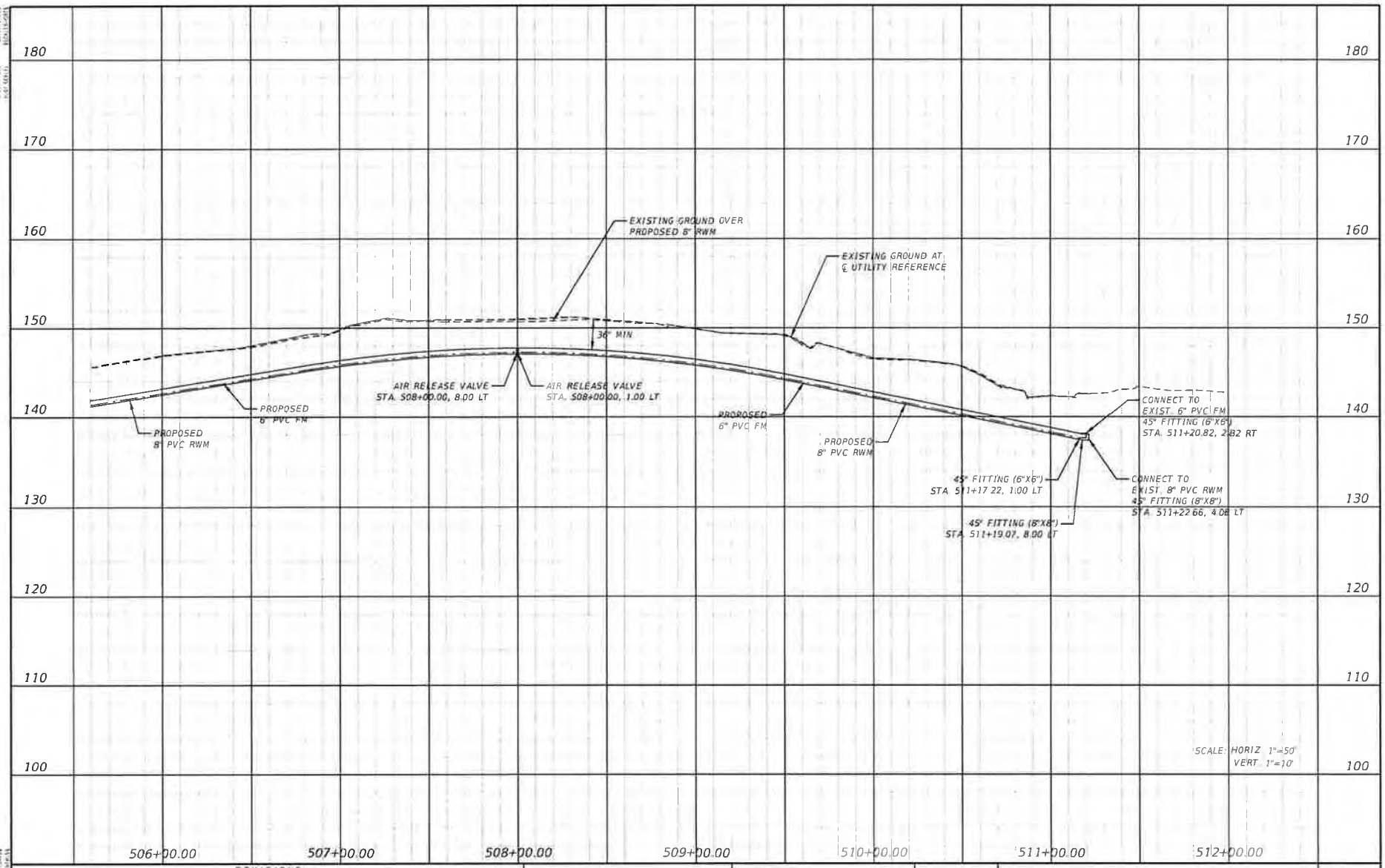


EXHIBIT "D" to MOT Agreement
Page 3 of 10



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

GTC Engineering Corporation
98 South Semoran Blvd, Orlando, FL 32807
Phone Number - 407.380.0402
Certificate of Authorization Number 6758
Claude L. Cavaignol, P.E. P.E. Number 55499

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROAD NO.	PROJECT NO.
SR 429	429-202

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILTITY ADJUSTMENT PROFILE

SHEET NO. U-4

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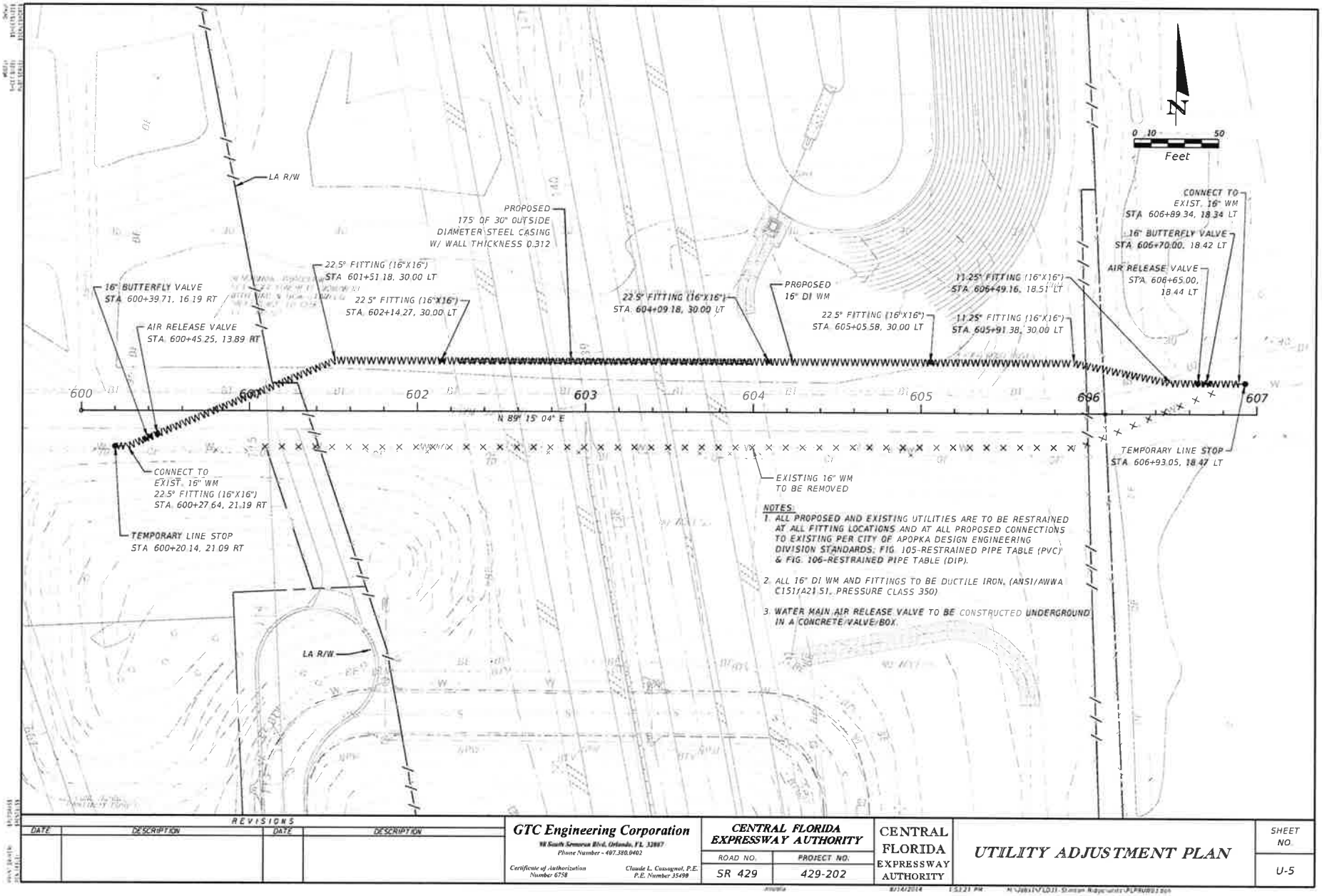
EXHIBIT "D" to MOT Agreement
Page 4 of 10



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

GTC Engineering Corporation
98 South Semoran Blvd, Orlando, FL 32807
Phone Number - 407.380.0402
Certificate of Authorization Number 6758
Claude L. Cassagnol, P.E. P.E. Number 35498

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROAD NO.	PROJECT NO.
SR 429	429-202

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT PLAN

SHEET NO. U-5

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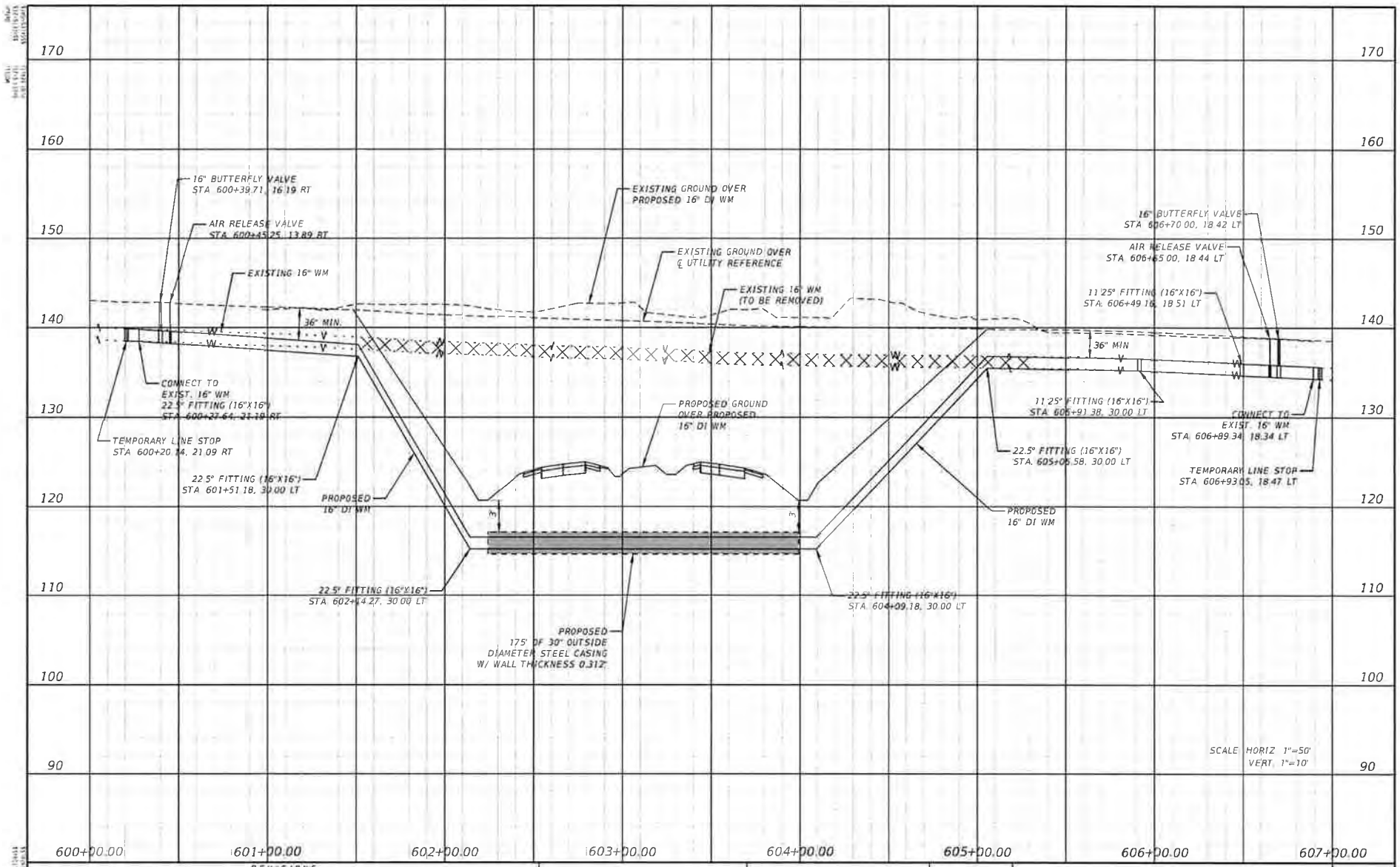


REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

GTC Engineering Corporation
98 South Semoran Blvd, Orlando, FL 32807
Phone Number - 407.380.0402
Certificate of Authorization Number 6758
Claude L. Cassagnol, P.E. P.E. Number 35499

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

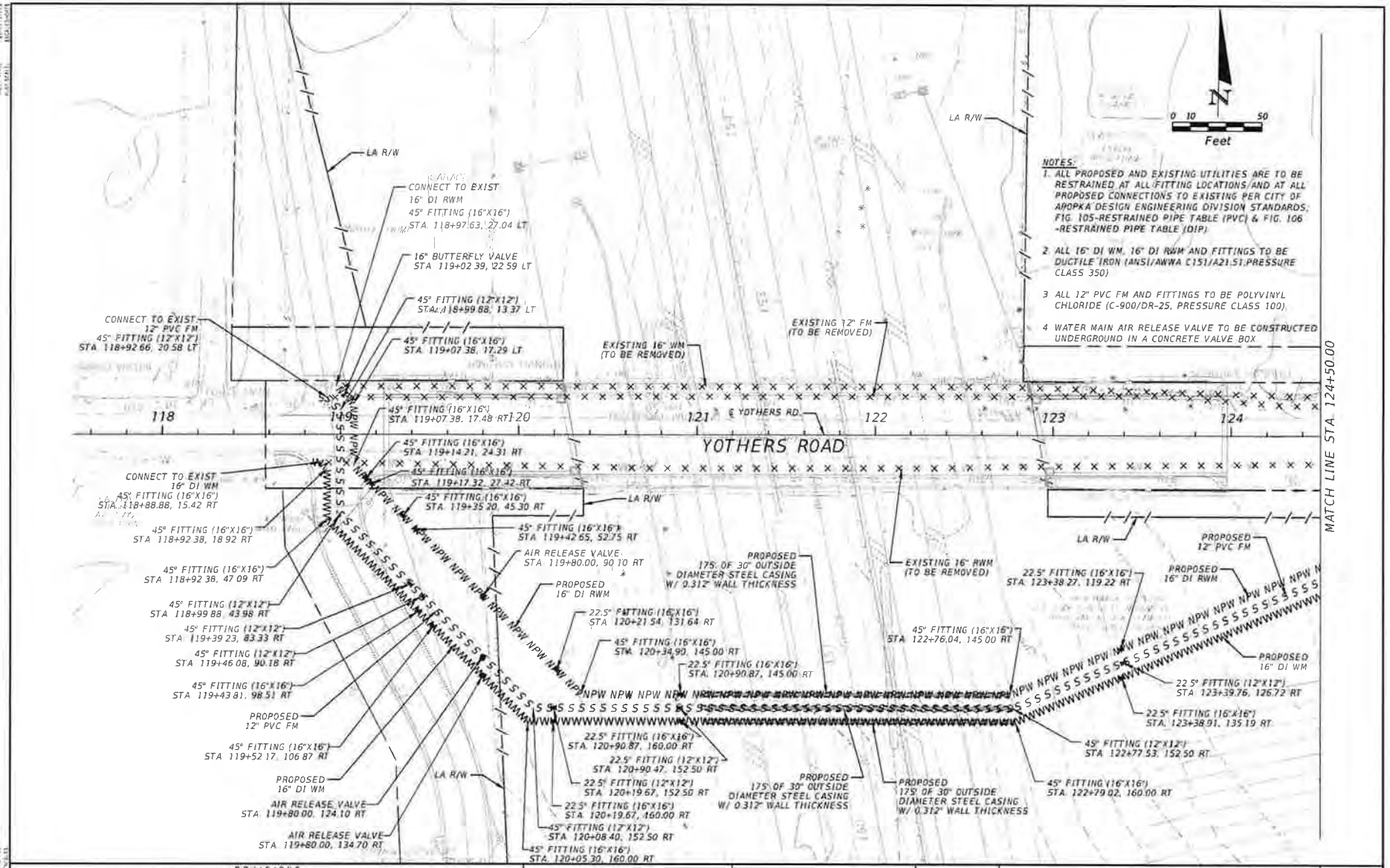
ROAD NO.	PROJECT NO.
SR 429	429-202

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILTITY ADJUSTMENT PROFILE

SHEET NO. U-6

EXHIBIT "D" to MOT Agreement
Page 6 of 10



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

GTC Engineering Corporation
98 South Semoran Blvd, Orlando, FL 32807
Phone Number - 407.380.0492
Certificate of Authorization Number 6758
Claude L. Cassagnol, P.E. P.E. Number 35490

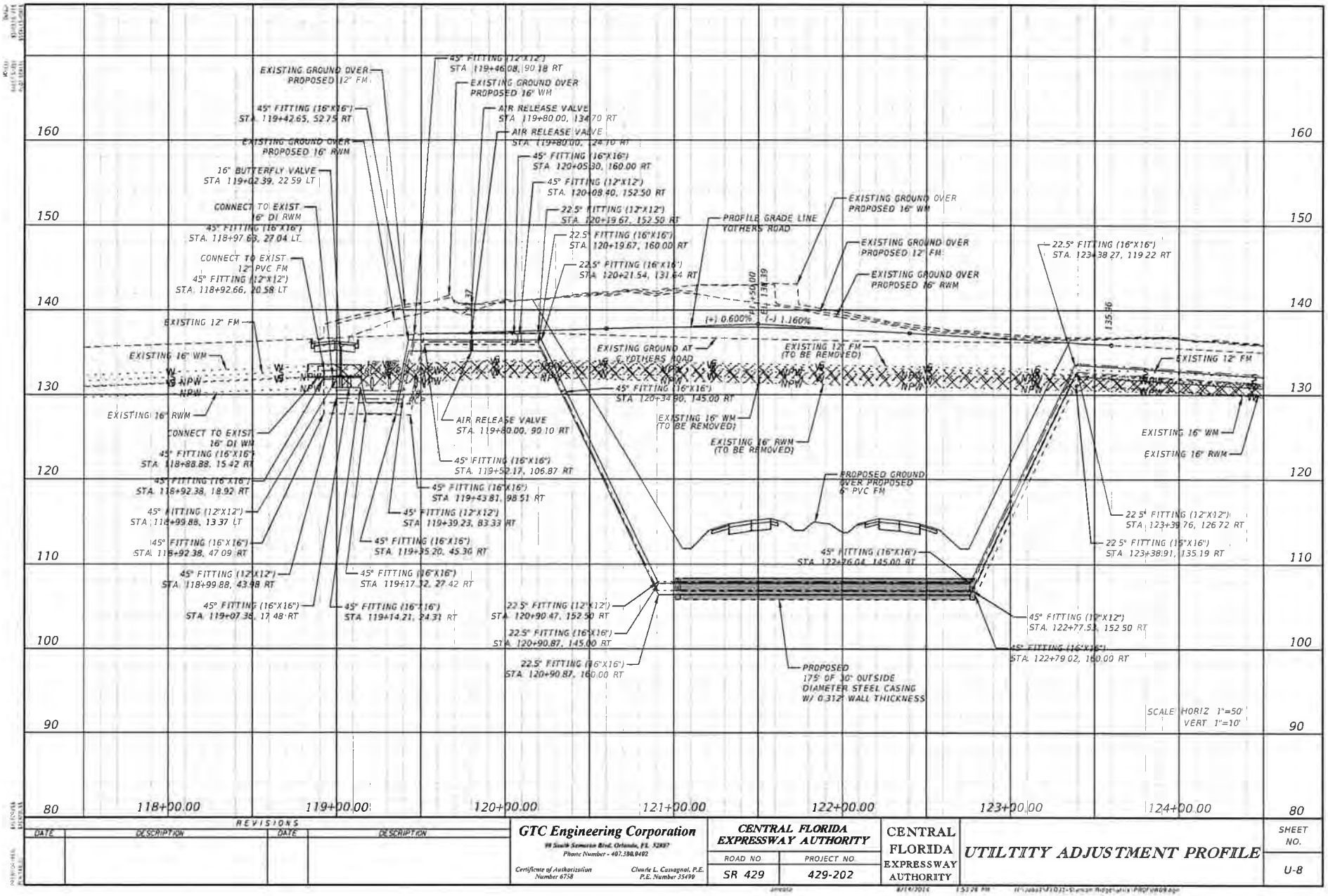
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROAD NO.	PROJECT NO.
SR 429	429-202

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT PLAN

SHEET NO. U-7



REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

GTC Engineering Corporation
99 South Semoran Blvd. Orlando, FL 32807
Phone Number - 407.380.0402
Certificate of Authorization Number 6758
Charle L. Cavagnol, P.E. P.E. Number 35490

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

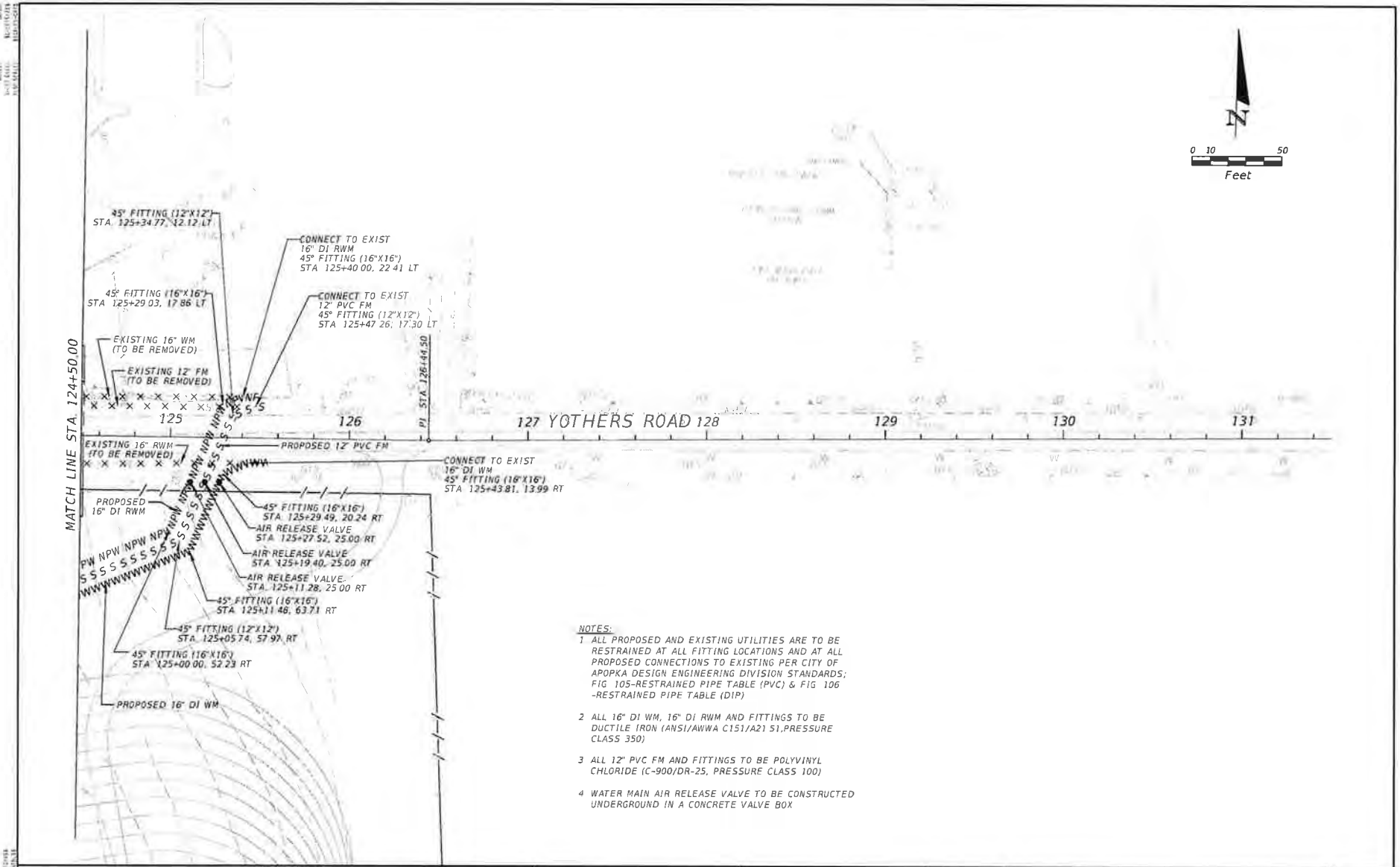
ROAD NO.	PROJECT NO.
SR 429	429-202

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILTITY ADJUSTMENT PROFILE

SHEET NO. U-8

EXHIBIT "D" to MOT Agreement
Page 8 of 10



NOTES:

1 ALL PROPOSED AND EXISTING UTILITIES ARE TO BE RESTRAINED AT ALL FITTING LOCATIONS AND AT ALL PROPOSED CONNECTIONS TO EXISTING PER CITY OF APOPKA DESIGN ENGINEERING DIVISION STANDARDS; FIG 105-RESTRAINED PIPE TABLE (PVC) & FIG 106 -RESTRAINED PIPE TABLE (DIP)

2 ALL 16" DI WM, 16" DI RWM AND FITTINGS TO BE DUCTILE IRON (ANSI/AWWA C151/A21 51,PRESSURE CLASS 350)

3 ALL 12" PVC FM AND FITTINGS TO BE POLYVINYL CHLORIDE (C-900/DR-25, PRESSURE CLASS 100)

4 WATER MAIN AIR RELEASE VALVE TO BE CONSTRUCTED UNDERGROUND IN A CONCRETE VALVE BOX

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

GTC Engineering Corporation
99 South Semoran Blvd, Orlando, FL 32807
Phone Number - 407.380.0402
Certificate of Authorization Number 6758
Claude L. Cassagnol, P.E. P.E. Number 35490

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

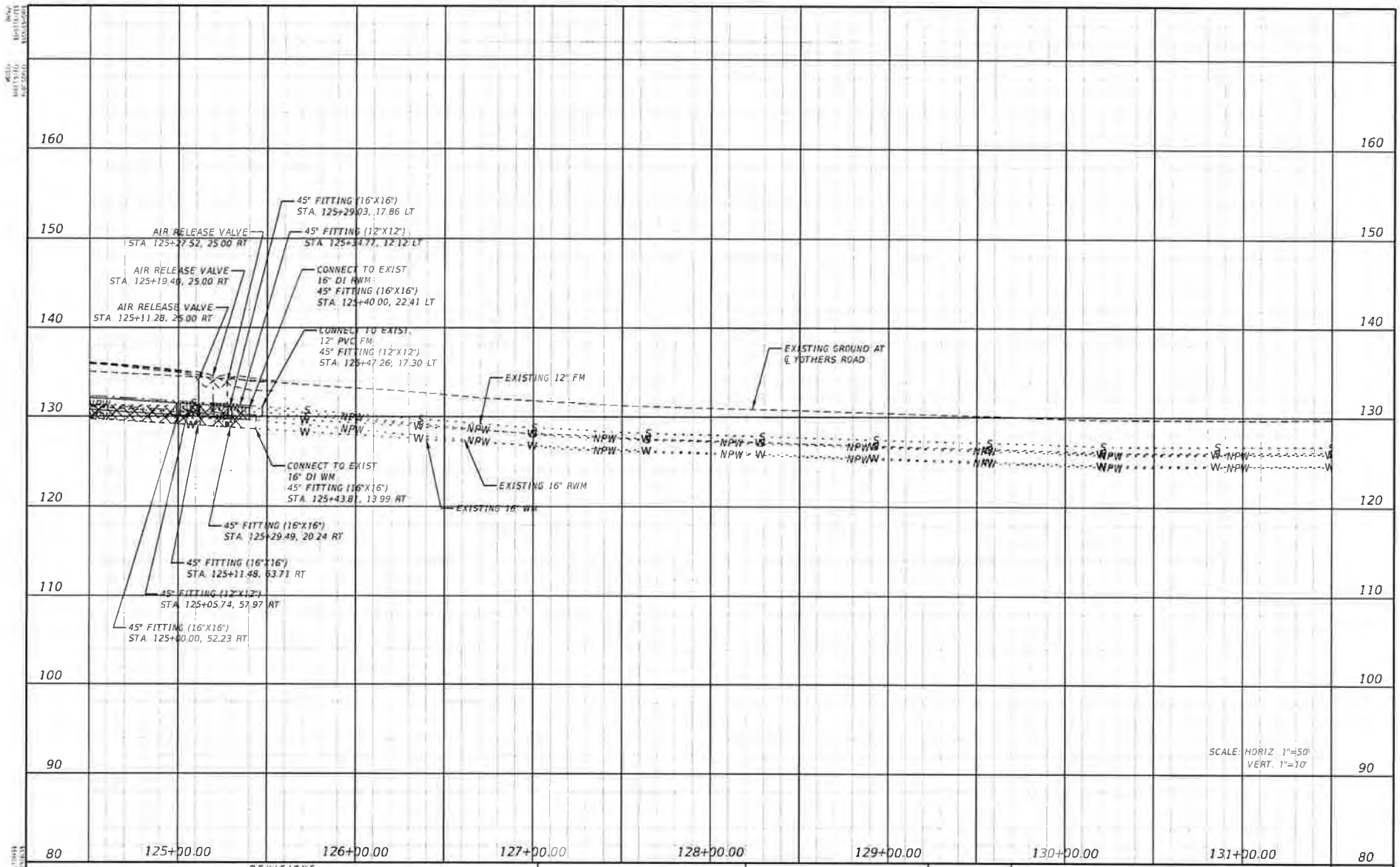
ROAD NO.	PROJECT NO
SR 429	429-202

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT PLAN

SHEET NO. U-9

8/19/2019 1:53:26 PM



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

GTC Engineering Corporation
98 South Semoran Blvd, Orlando, FL 32807
Phone Number - 407.380.0402
Certificate of Authorization Number 6758
Claude L. Cassagnol, P.E. P.E. Number 35490

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROAD NO.	PROJECT NO.
SR 429	429-202

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT PROFILE

SHEET NO. U-10

8/14/2014 1:53:30 PM

CONSENT AGENDA ITEM

#24

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: March 2, 2015

SUBJECT: Fourth Amendment to Purchase Agreement with Farmland Reserve, Inc. and Suburban Land Reserve, Inc.

The attached Fourth Amendment to Contract of Sale and Purchase extends the buyer's (CFX) inspection period until June 1, 2015 for the purchase of S.R. 528 right-of-way.

This extension will allow the parties to obtain review appraiser certifications for the appraisals which have been performed to date.

The Right of Way Committed reviewed the status of the agreement at its February 25th meeting and recommends approval of the Fourth Amendment.

JLP/ml
Attachment

cc: Micky Grindstaff, Esquire
Laura Kelley

FOURTH AMENDMENT TO
CONTRACT OF SALE AND PURCHASE

THIS FOURTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE (this "Amendment") is effective as of _____, 2015, (the "Amendment Effective Date") by and between SUBURBAN LAND RESERVE, INC., a Utah corporation, ("SLR") and FARMLAND RESERVE, INC., a Utah not-for-profit corporation, ("FRI" and, together with SLR, the "Seller") and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY as successor in interest to the ORLANDO–ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the "Buyer").

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase dated as of November 11, 2013 (the "Agreement"); and

WHEREAS, Seller and Buyer amended the Agreement by virtue of that certain First Amendment to Contract of Sale and Purchase dated April 24, 2014 (the "First Amendment"); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Second Amendment to Contract of Sale and Purchase dated August 22, 2014 (the "Second Amendment"); and

WHEREAS, Seller and Buyer further amended the Agreement by virtue of that certain Third Amendment to Contract of Sale and Purchase dated November 24, 2014 (the "Third Amendment", with the Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment now hereinafter collectively referred to as the "Agreement"); and

WHEREAS, Seller and Buyer desire to amend the Agreement to further extend the Inspection Period; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Amendment in their entirety.

2. Definitions. Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement.

3. Due Diligence Period. The Inspection Period (as defined in Paragraph 5(b) of the Agreement) is hereby further extended until 5:00 P.M. (New York, NY time) on **_____, 2015**. This extension of the Inspection Period is not intended to, and shall not be deemed to, extend any other date or deadline prescribed by the Agreement, except the

deadlines in Paragraph 4(a) of the Agreement relating to delivery of the Additional Deposit of Five Thousand and 00/100 Dollars ($5,000.00). The extension of the Inspection Period shall not extend the Outside Closing Date described in Paragraph 6 of the Agreement which shall remain June 30, 2015.

4. Ratification. Except as herein amended, the Agreement is hereby ratified and affirmed in its entirety by Seller and Buyer. In consideration for this Amendment, Buyer unconditionally waives any right to claim or assert that Seller has not timely and fully performed and observed all obligations accrued to date under the Agreement.

5. Counterparts; Email Signatures. This Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one Amendment. To facilitate execution of this Amendment, Seller and Buyer may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[Signature Page Follows]

DRAFT

IN WITNESS WHEREOF, this Amendment has been duly executed as of the Amendment Effective Date.

SELLER	BUYER
SUBURBAN LAND RESERVE, INC., a Utah corporation	CENTRAL FLORIDA EXPRESSWAY AUTHORITY as successor in interest to the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date executed by SLR: _____, 2015	Date executed by Buyer: _____, 2015
FARMLAND RESERVE, INC., a Utah not-for-profit corporation	APPROVED AS TO FORM AND LEGALITY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date executed by FRI: _____, 2015	Date executed by Legal: _____,2015

DRAFT

CONSENT AGENDA ITEM

#25

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 3, 2015

RE: Approval of Increase in Contract Amount
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Acquisition of Wekiva Parkway Parcels 197, 230, 257 and 267
Project No. 429-203; Contract No. 000929

Board approval is requested to increase the amount of the referenced contract with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. ("LDDKR") by $150,000.00 and to extend the term to December 31, 2015. The new contract amount will be $450,000.00.

Under this contract, LDDKR is providing legal services to the Authority regarding the condemnation acquisition of the referenced parcels owned by Project Orlando, LLC. These four parcels have been acquired through orders of taking; however, Project Orlando has filed an appeal on Parcel 267. Additionally, business damage claims have been filed which LDDKR is defending. Legal estimates that the case will take at least until the end of this year to complete and fees will approach $150,000 even at the reduced government rate LDDKR is charging the Authority.

General Counsel and the Director of Engineering have been very satisfied with the legal services provided by the firm to date and recommend the contract increase and extension.

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

March 12, 2015

Mr. James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, 230, 257 and 267
Project 429-203 (Project Orlando, LLC)
Contract No. 000929; Project No. 429-203

Dear Mr. Spoonhour:

This letter will serve as confirmation of an increase in the fees to be paid to your firm under the referenced contract in the amount of $150,000.00 making the new not-to-exceed Contract amount $450,000.00. The term is also extended to December 31, 2015. All other terms and conditions of the contract and any additions or amendments thereto remain in effect.

This increase was approved by our Board at its meeting on March 12, 2015. 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

K000929

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

October 16, 2012

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Avenue
Orlando, FL 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)

Dear Mr. Spoonhour:

This letter sets forth the terms of engagement of you and the law firm of Lowndes, Drosdick, Doster, Kantor & Reed, P.A. to serve as lead legal counsel to the Orlando-Orange County Expressway Authority ("OOCEA") regarding the negotiated acquisition of Parcel 197, Project 429-203 owned by Project Orlando, LLC.

The scope of those services to be provided by you, the basis upon which you will be compensated therefore, and the other terms of the engagement are as follows:

I. SCOPE OF SERVICES

You will serve as lead legal counsel to OOCEA to render legal services regarding the above referenced matter.

It is understood that the General Counsel and Assistant General Counsel are designated as the representatives of the OOCEA pursuant to this agreement. All communications pertaining to the work performed hereunder shall be addressed to Dyana Petro, Assistant General Counsel, or her designee, 4974 ORL Tower Road, Orlando, Florida 32807, telephone number (407) 690-5382.

II. COMPENSATION FOR SERVICES RENDERED

Your fees for services rendered in connection with the above referenced case shall be calculated on an hourly basis by multiplying the actual and reasonable time spent by attorneys and paralegals by the following hourly rates:

WALTER A. KETCHAM, JR. *Chairman*
R. SCOTT BATTERSON, P.E. *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
TANYA J. WILDER *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*
MAX D. CRUMIT, P.E. *Interim Executive Director*

Shareholder Attorney	$275.00 per hour
Associate Attorney	$200.00 per hour
Paralegal	$ 90.00 per hour

Fees paid under this engagement shall not exceed $45,000. If and when actual billings reach $37,500, counsel shall notify OOCEA so potential contract addendums can be discussed and prepared at that time. Any other type of billing or time keeping which allows compensation for time not actually spent by you, such as any type of multiplier or unit billings, is not permitted. Therefore, it will be a material breach of these terms of engagement for you to submit for payment any statement for services rendered which either (i) overstates the amount of time actually spent by a member or employee of your firm pursuant to this engagement letter, or (ii) includes time spent by any person other than a shareholder, associate lawyer, or paralegal affiliated with your firm.

OOCEA will not provide a retainer. Furthermore, there shall be no increase in the rates or fee cap set forth above without prior written approval of the OOCEA General Counsel.

III. COST REIMBURSEMENT

Your firm will be reimbursed for necessary travel expenses, but only pursuant to Section 112.061, Florida Statutes.

Your firm will also be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the scope of services described in this letter: court reporters, deposition transcripts, exhibits.

Your firm will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed $400, that the firm will first obtain permission from the OOCEA General Counsel to exceed such amount.

Your firm will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, your firm will notify the OOCEA General Counsel of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

Express written approval of the OOCEA General Counsel is required before incurring extraordinary expenses such as the retention of consultants or experts or out-of-state travel.

IV. PAYMENT

You will submit statements of your fees each month for services rendered and costs incurred. Statements should be delivered to the OOCEA Assistant General Counsel.

These statements should, to the greatest extent possible, provide detailed descriptions of the legal services rendered, including the individual tasks performed, the attorney who performed the services, the date performed and the time spent on each task.

The portion of the statement setting forth out-of-pocket costs to be reimbursed shall contain an itemization of all such costs and receipts, if applicable.

Statements will be paid within 30 days of receipt by the OOCEA General Counsel unless there is a dispute or question, in which case the undisputed portion will be paid within the 45-day period.

V. TIME FRAME AND TERMINATION

The term of this agreement is for one year from the date of execution. Your firm shall be paid for services rendered during that period. This Agreement shall be deemed to have expired upon written notice from the Assistant General Counsel that all services are complete.

VI. TERMINATION FOR CONVENIENCE

You will serve under this engagement letter at the pleasure of the OOCEA and the engagement may be terminated at any time, with or without cause, without penalty. If terminated, you will be paid for all services rendered and costs incurred to the date of termination and subject to the conditions set forth above.

VII. REPRESENTATION, COVENANTS AND WARRANTIES

By executing this engagement letter, you represent, covenant, and warrant to OOCEA as follows:

A. You have experience and expertise in eminent domain as it pertains to the valuation and acquisition of property by a condemning authority;

B. Other than as already disclosed, the firm is not representing and will not represent, without prior written approval from OOCEA during the period of this engagement letter any client in any judicial or administrative proceeding in which OOCEA is an adverse party;

C. The firm does not represent either of the parties who are defendants in this matter;

D. The firm has not represented, is not representing, or will not represent any clients if such representation has violated, violates or will violate traditional ethical standards imposed by the rules governing conflicts or interest as are embodied in the Rules Regulating the Florida Bar, especially Rule 4-1.7;

E. The firm will advise the OOCEA Assistant General Counsel immediately if representation of another client could adversely affect the judgment or quality of service to be rendered by the firm in its representation of OOCEA and/or result in a material or direct conflict of interest; and

F. You have sufficient time to execute and fulfill the duties contemplated by this engagement and are not burdened by professional responsibilities or workload or by personal or other constraints that would interfere in any material respect with the firm's obligations hereunder.

VIII. MISCELLANEOUS

A. Assignment. As stated above, the services to be rendered under this engagement letter are personal and may not be assigned, either directly or indirectly, to any other person or firm.

B. Amendments. This engagement letter may be amended only by written instrument signed by the firm, and OOCEA.

C. Independent Contract Status. You are an independent contractor in the performance of legal services hereunder. You shall not hold yourself out as an employee, agent, or servant of OOCEA. You do not have the power or authority to bind OOCEA in any settlement promise, agreement or representation other than as may be expressly provided in this engagement letter.

Your acceptance of the terms of this agreement is to be evidenced below. This engagement letter shall not take effect, and neither you nor OOCEA shall be bound hereby, unless and until this letter is signed by you and OOCEA.

Sincerely yours,

Dyana L. Petro

Dyana L. Petro
Assistant General Counsel

DLP/mm

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY,
an agency of the State of Florida

By: _____
Claude Miller
Procurement Director

The terms and conditions hereof are accepted, and the representations, covenants, and warranties herein are confirmed.

_____
James M. Spoonhour
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Avenue
Orlando, FL 32801

Date: 10-17-12

RECEIVED
CONTRACTS DEPT
10/23/12
SIGNATURE / DATE

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

August 28, 2013

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
OOCEA Contract No. 000929

Dear Mr. Spoonhour:

Based on the action of the Authority Board at its meeting on August 28, 2013, the fees to be paid to your firm under the referenced contract are increased to the not-to-exceed amount of $95,000.00. If and when the actual billings reach $85,000.00, you are required to notify the Authority's General Counsel to discuss the need for a contract addendum. The term of the contract is also extended to April 15, 2014.

Please acknowledge your acceptance of these amendments 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

RECEIVED
CONTRACTS DEPT
9/6/13
SIGNATURE / DATE

cc: Joe Passiatore, General Counsel
Contract File

Accepted by: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

Signature

9/5/13
Date

WALTER A. KETCHAM, JR. *Chairman*
R. SCOTT BATTERSON, P.E. *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
MARCO PEÑA *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*
MAX D. CRUMIT, P.E. *Executive Director*

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 13, 2013

RE: Approval of Increase in Contract Amount
Contract No. 000929 with Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

On October 17, 2012, Contract No. 000929 was executed with Lowndes, Drosdick, Doster, Kantor & Reed. P.A. (Lowndes, Drosdick), in the amount of $45,000.00 to provide legal services to the Authority regarding the negotiated acquisition of parcel 197, Project No. 429-203, owned by Project Orlando, LLC. The hiring of Lowndes, Drosdick was an exempt procurement for legal services as allowed by the Procurement Policy.

Acquisition of the parcel has become a lengthier process than originally anticipated resulting in the need to retain the services of Lowndes, Drosdick for an additional six months. Therefore, Board approval is requested to increase the amount of the contract by $50,000.00 bringing the new total to $95,000.00. Since the amount of the contract will now exceed $50,000.00, Board approval is required in accordance with the Procurement Policy.

cc: Max Crumit, Executive Director
Laura Kelley, Deputy Executive Director, Administration
Joe Passiatore, General Counsel
Contract File
Consent Agenda 8/13

WALTER A. KETCHAM, JR. *Chairman*
R. SCOTT BATTERSON, P.E. *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
MARCO PEÑA *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*
MAX D. CRUMIT, P.E. *Executive Director*

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

October 10, 2013

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
OOCEA Contract No. 000929

Dear Mr. Spoonhour:

This letter will serve as notification of an increase in the fees to be paid to your firm under the referenced contract in the amount of $5,000.00 making the new not-to-exceed Contract amount $100,000.00. All terms and conditions of the referenced contract and any additions or amendments thereto remain in 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: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

Signature

11/11/13
Date

WALTER A. KETCHAM, JR.
Chairman

R. SCOTT BATTERSON, P.E.
Vice Chairman

TERESA JACOBS
Secretary-Treasurer
Ex Officio Board Member
Orange County

MARCO PEÑA
Board Member

NORANNE B. DOWNS, P.E.
Ex Officio Board Member
Florida Department of Transportation

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

November 20, 2013

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
OOCEA Contract No. 000929

Dear Mr. Spoonhour:

This letter will serve as confirmation of an increase in the fees to be paid to your firm under the referenced contract in the amount of $100,000.00 making the new not-to-exceed Contract amount $200,000.00. All terms and conditions of the referenced contract and any additions or amendments thereto remain in effect.

This increase was approved by our Board at its meeting on November 20, 2013. 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

WALTER A. KETCHAM, JR. *Chairman*
R. SCOTT BATTERSON, P.E. *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
MARCO PEÑA *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

August 18, 2014

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
CFX Contract No. 000929

Dear Mr. Spoonhour:

This letter will serve as confirmation of an increase in the fees to be paid to your firm under the referenced contract in the amount of $100,000.00 making the new not-to-exceed Contract amount $300,000.00. All terms and conditions of the referenced contract and any additions or amendments thereto remain in effect.

This increase was approved by our Board at its meeting on August 14, 2014. 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

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

April 14, 2014

James M. Spoonhour
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Re: Acquisition of Parcel 197, Project 429-203 (Project Orlando, LLC)
OOCEA Contract No. 000929

Dear Mr. Spoonhour:

This letter will serve as an extension of the term of the referenced contract to April 14, 2015, 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,

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

cc: Joe Passiatore, General Counsel
Contract File

RECEIVED
CONTRACTS DEPT
6/16/14
SIGNATURE / DATE

WALTER A. KETCHAM, JR. *Chairman*
(VACANT) *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
(VACANT) *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority
Board Members

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

DATE: March 3, 2015

RE: Second Addendum to Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Shutts & Bowen LLP, Right-of-Way Counsel, seeks approval of the Board of a Second Addendum to the Agreement for Engineering Expert Witness Consulting Services by Donald W. McIntosh Associates, Inc. ("Engineering Expert Witness Consultant") to perform engineering expert witness and consulting services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206. A copy of the proposed Second Addendum to Agreement for Engineering Expert Witness Consulting Services is attached for your review. The Right-of-Way Committee recommended approval of this Second Addendum at its meeting on February 25, 2015.

BACKGROUND/DESCRIPTION

On October 10, 2013, the Engineering Expert Witness Consultant entered into an agreement to provide pre-litigation and litigation engineering consultation services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to $150,000.00 (the "upset limit"). Upon notification to Shutts & Bowen by the Engineering Expert Witness Consultant that it was close to reaching the upset limit, an Addendum to Agreement for Engineering Expert Witness Consulting Services was requested and on September 11, 2014, increased by an additional $100,000.00.

The Engineering Expert Witness has eleven (11) assigned parcels in section 429-203 that are post order-of-taking and are currently being litigated. We would estimate a budget of an additional $15,000 per parcel for expert trial witness testimony and support for a total estimate of $165,000. Additionally, the engineering expert witness has eight (8) assigned parcels in sections

429-204, 205 and 206 that are pre-order of taking. We would estimate a budget of $35,000 to complete the remaining eight engineering reports and a budget of an additional $15,000 per parcel for expert trial witness testimony and support for a total estimate of $120,000. This would bring the total remaining additional budget necessary to complete all the parcels assigned to this Engineering Expert Witness to $320,000. The Engineering Expert Witness Consultant is assisting the appraisers with site evaluation, including but not limited to, wetland/usable acreage analysis, public services/utilities issues, access issues, drainage issues, development costs and before/after analysis. Accordingly, we are requesting approval of the attached Second Addendum to increase the upset limit by an additional $200,000.00. The increase is necessary to allow the Engineering Expert Witness Consultant to continue to provide pre-condemnation consultation services, engineering consultation services and litigation support services for the Wekiva Parkway Project for the parcels set forth herein. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

As litigation proceeds, funds must be available to allow the Engineering Expert Witness Consultant to provide litigation services including production of documents and deposition and possible trial testimony. The requested increase in the upset limit will allow uninterrupted continuation of those services.

REQUESTED ACTION

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

ATTACHMENT

Second Addendum to Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 13886614 1

SECOND ADDENDUM TO AGREEMENT FOR ENGINEERING EXPERT WITNESS CONSULTING SERVICES FOR WEKIVA PARKWAY PROJECT NUMBERS 429-203, 429-204, 429-205, AND 429-206

THIS 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 Donald W. McIntosh Associates, Inc. ("Engineering Expert Witness Consultant"), whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

WHEREAS, the Engineering Expert Witness Consultant and Client have entered into an agreement for engineering expert witness consulting services dated October 10, 2013; and

WHEREAS, pursuant to the terms set forth in the Agreement for Engineering Expert Witness Consulting Services dated October 10, 2013, payments made to the Engineering Expert Witness Consultant shall not exceed an upset limit of One Hundred Fifty Thousand Dollars ($150,000.00) without an addendum; and

WHEREAS, the Engineering Expert Witness Consultant and Client have entered into an addendum to the agreement for engineering expert witness consulting services dated September 11, 2014, which increased the upset limit by One Hundred Thousand Dollars ($100,000.00); and

WHEREAS, the Engineering Expert Witness Consultant has notified the Client that the Engineering Expert Witness Consultant will reach the total upset limit of Two Hundred Fifty Thousand Dollar ($250,000.00) upset limit; and

WHEREAS, the Client desires that the Engineering Expert Witness Consultant continue to furnish it with engineering expert witness consulting services, and the Engineering Expert Witness Consultant represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Engineering Expert Witness Consultant, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by Two Hundred Thousand Dollars ($200,000.00)

All payments made pursuant to this Second Addendum to the Agreement for Engineering Expert Witness Consulting Services dated October 10, 2013, shall not exceed a total of Two Hundred Thousand Dollars ($200,000.00). It shall be the responsibility of the Engineering Expert Witness Consultant to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the Two Hundred Thousand Dollar ($200,000.00) upset limit.

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Engineering Expert Witness Consulting Services dated October 10, 2013.

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

Attest:

SHUTTS & BOWEN LLP

_____
Witness Signature

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

Terri L. Martin
Printed Name

_____
Witness Signature

Mary Ellen Farmer
Printed Name

DONALD W. McINTOSH ASSOCIATES, INC.

_____
Witness Signature

By:_____
Donald W. McIntosh

_____
Printed Name

_____
Witness Signature

_____
Printed Name

CONSENT AGENDA ITEM

#26

E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

February 26, 2015

TO: Authority Board Members:
S. Scott Boyd
Welton G. Cadwell
Brenda Carey
Buddy Dyer
Fred Hawkins, Jr
Teresa Jacobs
Walter A. Ketcham, Jr
Jay Madara
S. Michael Scheeringa

FROM: Lisa Lumbard, Interim CFO

SUBJECT: January 2015 Financial Reports

Attached please find the January 2015 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

Sincerely,

Lisa Lumbard, Interim CFO

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING JANUARY 31, 2015 AND YEAR-TO-DATE

	FY 15 MONTH ACTUAL	FY 15 MONTH BUDGET	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE	FY 14 - 15 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	$28,038,440	$26,134,319	$ 190,301,530	$ 180,585,673	$ 9,715,857	5.4%	7.7%
TOLLS COLLECTED VIA UTN'S	1,044,048	641,176	5,864,176	3,831,857	2,032,319	53.0%	35.0%
FEES COLLECTED VIA UTN'S AND UTC'S	427,906	362,263	2,766,505	2,184,148	582,357	26.7%	23.2%
TRANSPONDER SALES	5,787	5,394	37,430	23,773	13,657	57.4%	-27.8%
OTHER OPERATING	143,007	101,455	754,972	607,271	147,701	24.3%	2.9%
INTEREST	112,675	102,301	904,022	716,106	187,916	26.2%	7.1%
MISCELLANEOUS	78,337	76,335	550,281	534,347	15,934	3.0%	-27.9%
TOTAL REVENUES	29,850,199	27,423,243	201,178,916	188,483,174	12,695,741	6.7%	8.3%
O M & A EXPENSES							
OPERATIONS	1,954,579	3,937,559	19,059,549	20,597,638	1,538,089	7.5%	3.1%
MAINTENANCE	661,073	1,572,980	6,145,694	8,452,426	2,306,733	27.3%	-7.2%
ADMINISTRATION	502,166	677,373	3,376,742	4,026,910	650,168	16.1%	2.0%
OTHER OPERATING	453,241	233,333	1,406,379	1,400,000	(6,379)	-0.5%	14.6%
TOTAL O M & A EXPENSES	3,571,059	6,421,246	29,988,363	34,476,974	4,488,611	13.0%	1.1%
NET REVENUES BEFORE DEBT SERVICE	26,279,141	21,001,997	171,190,553	154,006,200	17,184,352	11.2%	9.7%
COMBINED NET DEBT SERVICE	11,925,058	11,988,481	83,486,376	83,901,111	414,735	0.5%	0.6%
NET REVENUES AFTER DEBT SERVICE	$ 14,354,082	$ 9,013,516	$ 87,704,176	$ 70,105,089	$ 17,599,087	25.1%	20.0%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING JANUARY 31, 2015 AND YEAR-TO-DATE

	FY 2015 ACTUAL	FY 2015 BUDGET	VARIANCE	FY 15 YEAR-TO-DATE % VARIANCE
Operations	$ 19,059,549	$ 20,597,638	$ 1,538,089	7.5%
Maintenance	6,145,694	8,452,426	2,306,733	27.3%
Administration	3,376,742	4,026,910	650,168	16.1%
Other Operating	1,406,379	1,400,000	(6,379)	-0.5%
Total O M & A	$ 29,988,363	$ 34,476,974	$ 4,488,611	13.0%
Capital Expenditures				
Operations	$ 107,461	$ 560,176	452,715	80.8%
Maintenance	-	40,087	40,087	100.0%
Administration	73,898	31,250	(42,648)	-136.5%
Total Capital Expenditures	$ 181,359	$ 631,513	$ 450,154	71.3%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Operations - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2015

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	257,798	304,874	47,076	15.44%
Violation Enforcement	1,520,549	1,505,289	(15,260)	-1.01%
Information Technology	2,046,849	2,263,438	216,589	9.57%
Information Technology - Projects	0	400,283	400,283	100.00%
E-PASS Service Center	4,844,900	4,895,257	50,357	1.03%
Marketing	74,112	216,807	142,695	65.82%
Subtotal OOCEA	**8,744,209**	**9,585,950**	**841,741**	**8.78%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	629,971	752,746	122,774	16.31%
Airport Plaza	887,067	956,362	69,295	7.25%
Dallas Plaza	628,014	715,781	87,767	12.26%
East-West Expressway (SR 408)				
Dean Plaza	671,728	756,709	84,981	11.23%
Conway Main Plaza	1,156,852	1,288,126	131,274	10.19%
Pine Hills Plaza	827,218	886,526	59,308	6.69%
Hiawassee Plaza	672,195	744,996	72,801	9.77%
Western Expressway (SR 429)				
Independence Plaza	643,784	739,569	95,785	12.95%
Forest Lake Plaza	723,020	766,158	43,138	5.63%
Greeneway Expressway (SR 417)				
University Plaza	656,225	725,979	69,753	9.61%
Curry Ford Plaza	656,365	712,360	55,995	7.86%
Boggy Creek Plaza	804,154	878,133	73,978	8.42%
John Young Plaza	744,497	848,626	104,129	12.27%
John Land Apopka (SR 414)				
Coral Hills Plaza	721,710	799,794	78,083	9.76%
Subtotal Toll Facilities	**10,422,801**	**11,571,864**	**1,149,063**	**9.93%**
Total Operations Expenses	**19,167,009**	**21,157,814**	**1,990,804**	**9.41%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2015

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	408,882	455,909	47,027	10.32%
Expressway Operations	2,324,154	2,414,073	89,919	3.72%
Routine Maintenance	3,412,658	5,622,532	2,209,874	39.30%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	**6,145,693**	**8,492,513**	**2,346,820**	**27.63%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the Seven Months Ending January 31, 2015

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	247,817	310,180	62,363	20.11%
General Projects	73,798	0	(73,798)	0.00%
Executive	537,199	792,081	254,882	32.18%
Communications	214,690	276,079	61,389	22.24%
Human Resources	98,389	123,151	24,762	20.11%
Business Development	148,817	251,207	102,391	40.76%
Accounting	851,829	1,020,215	168,385	16.50%
Construction Administration	203,328	218,403	15,074	6.90%
Procurement	387,369	410,855	23,486	5.72%
Legal	390,942	277,383	(113,559)	-40.94%
Internal Audit	115,402	192,692	77,291	40.11%
525 Magnolia	13,697	12,661	(1,036)	-8.19%
Plans Production	167,363	173,254	5,891	3.40%
Grand Total Expenses	**3,450,640**	**4,058,160**	**607,520**	**14.97%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JANUARY 31, 2015 AND YEAR-TO-DATE

	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	FY 14 YEAR-TO-DATE ACTUAL	FY 14 YEAR-TO-DATE BUDGET	FY 14 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 190,301,530	$ 180,585,673	$ 9,715,857	$ 176,722,849	$ 169,486,784	$ 7,236,065	$ 2,479,792
TOLLS COLLECTED VIA UTN'S	5,864,176	3,831,857	2,032,319	4,344,865	2,379,336	1,965,529	66,790
FEES COLLECTED VIA UTN'S AND UTC'S	2,766,505	2,184,148	582,357	2,245,258	1,584,038	661,220	(78,863)
TRANSPONDER SALES	37,430	23,773	13,657	51,816	46,314	5,502	8,155
OTHER OPERATING	754,972	607,271	147,701	733,669	558,965	174,704	(27,003)
INTEREST	904,022	716,106	187,916	843,902	810,703	33,199	154,717
MISCELLANEOUS	550,281	534,347	15,934	763,728	518,578	245,150	(229,216)
TOTAL REVENUES	201,178,916	188,483,174	12,695,741	185,706,087	175,384,718	10,321,369	2,374,372
O M & A EXPENSES							
OPERATIONS	19,059,549	20,597,638	1,538,089	18,484,699	19,204,971	720,272	817,817
MAINTENANCE	6,145,694	8,452,426	2,306,733	6,625,395	7,161,601	536,206	1,770,527
ADMINISTRATION	3,376,742	4,026,910	650,168	3,309,782	3,857,311	547,529	102,639
OTHER OPERATING	1,406,379	1,400,000	(6,379)	1,227,620	1,690,842	463,222	(469,601)
TOTAL O M & A EXPENSES	29,988,363	34,476,974	4,488,611	29,647,496	31,914,725	2,267,229	2,221,382
NET REVENUES BEFORE DEBT SERVICE	171,190,553	154,006,200	17,184,352	156,058,591	143,469,993	12,588,598	4,595,754
COMBINED NET DEBT SERVICE	83,486,376	83,901,111	414,735	82,962,585	83,234,957	(272,372)	687,107
NET REVENUES AFTER DEBT SERVICE	$ 87,704,176	$ 70,105,089	$ 17,599,087	$ 73,096,006	$ 60,235,036	$ 12,860,970	$ 4,738,117

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING JANUARY 31, 2015 AND YEAR-TO-DATE

	FY 15 MONTH ACTUAL	FY 14 MONTH ACTUAL	FY 14 - 15 SAME MONTH COMPARISON	FY 15 YEAR-TO-DATE ACTUAL	FY 14 YEAR-TO-DATE ACTUAL	FY 14 - 15 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 28,038,440	$ 25,574,250	$ 2,464,190	$ 190,301,530	$ 176,722,849	$ 13,578,681
TOLLS COLLECTED VIA UTN'S	1,044,048	727,017	317,031	5,864,176	4,344,865	1,519,311
FEES COLLECTED VIA UTN'S AND UTC'S	427,906	359,123	68,783	2,766,505	2,245,258	521,247
TRANSPONDER SALES	5,787	6,170	(383)	37,430	51,816	(14,386)
OTHER OPERATING	143,007	212,772	(69,765)	754,972	733,669	21,303
INTEREST	112,675	105,544	7,131	904,022	843,902	60,120
MISCELLANEOUS	78,337	77,422	915	550,281	763,728	(213,447)
TOTAL REVENUES	29,850,199	27,062,298	2,787,901	201,178,916	185,706,087	15,472,829
O M & A EXPENSES						
OPERATIONS	1,954,579	3,522,463	(1,567,884)	19,059,549	18,484,699	574,850
MAINTENANCE	661,073	1,275,205	(614,132)	6,145,694	6,625,395	(479,701)
ADMINISTRATION	502,166	539,343	(37,177)	3,376,742	3,309,782	66,960
OTHER OPERATING	453,241	715,575	(262,334)	1,406,379	1,227,620	178,759
TOTAL O M & A EXPENSES	3,571,059	6,052,586	(2,481,527)	29,988,363	29,647,496	340,867
NET REVENUES BEFORE DEBT SERVICE	26,279,141	21,009,712	5,269,429	171,190,553	156,058,591	15,131,962
COMBINED NET DEBT SERVICE	11,925,058	11,838,387	86,671	83,486,376	82,962,585	523,791
NET REVENUES AFTER DEBT SERVICE	$ 14,354,082	$ 9,171,325	$ 5,182,757	$ 87,704,176	$ 73,096,006	$ 14,608,170

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

F. 2.

RESOLUTION NO. 2015-301

MASTER JUNIOR LIEN BOND RESOLUTION

Resolution No. 2015-301

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MASTER JUNIOR LIEN BOND RESOLUTION

AUTHORIZING

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
JUNIOR LIEN REVENUE BONDS

Adopted March 12, 2015

4852-0483-0746.12
12842/0998 JBS tgm

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MASTER JUNIOR LIEN BOND RESOLUTION

AUTHORIZING
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
JUNIOR LIEN REVENUE BONDS

TABLE OF CONTENTS

Page

ARTICLE I AUTHORITY, DEFINITION, FINDINGS....1

SECTION 1.1 AUTHORITY OF THE MASTER JUNIOR LIEN RESOLUTION. 1
SECTION 1.2 DEFINITIONS....1
SECTION 1.3 CONSTRUCTION....24
SECTION 1.4 FINDINGS. 25
SECTION 1.5 MASTER JUNIOR LIEN RESOLUTION TO CONSTITUTE CONTRACT. 25
SECTION 1.6 LIMITED OBLIGATIONS. 26

ARTICLE II AUTHORIZATION, TERMS, EXECUTION, AND REGISTRATION OF JUNIOR LIEN BONDS....26

SECTION 2.1 AUTHORIZATION OF THE JUNIOR LIEN BONDS. 26
SECTION 2.2 DESCRIPTION OF JUNIOR LIEN BONDS....27
SECTION 2.3 EXECUTION OF JUNIOR LIEN BONDS. 29
SECTION 2.4 AUTHENTICATION. 29
SECTION 2.5 REGISTRATION, TRANSFER OR EXCHANGE. 30
SECTION 2.6 NEGOTIABILITY....31
SECTION 2.7 DESTRUCTION OF JUNIOR LIEN BONDS....31
SECTION 2.8 JUNIOR LIEN BONDS MUTILATED, DESTROYED, STOLEN OR LOST....31
SECTION 2.9 TEMPORARY JUNIOR LIEN BONDS. 32
SECTION 2.10 FORM OF JUNIOR LIEN BONDS. 32

ARTICLE III REDEMPTION OF JUNIOR LIEN BONDS....40

SECTION 3.1 RIGHT OF REDEMPTION. 40
SECTION 3.2 NOTICE OF REDEMPTION. 40
SECTION 3.3 SELECTION OF JUNIOR LIEN BONDS TO BE REDEEMED....41
SECTION 3.4 REDEMPTION OF PORTIONS OF JUNIOR LIEN BONDS. 41

SECTION 3.5 PAYMENT OF REDEEMED JUNIOR LIEN BONDS. 42
SECTION 3.6 OPTION TO SELL RIGHT TO REDEEM OR PURCHASE JUNIOR LIEN BONDS....42

ARTICLE IV SECURITY, FUNDS AND APPLICATION THEREOF....42

SECTION 4.1 JUNIOR LIEN BONDS NOT GENERAL INDEBTEDNESS OF THE STATE OF FLORIDA OR OF THE AUTHORITY....42
SECTION 4.2 JUNIOR LIEN BONDS SECURED BY SUBORDINATE PLEDGE OF SYSTEM PLEDGED REVENUES. 43
SECTION 4.3 ASCENSION OF PRIORITY OF LIEN SECURING SUBORDINATE LIEN BONDS....44
SECTION 4.4 APPLICATION OF PROCEEDS OF JUNIOR LIEN BONDS....44
SECTION 4.5 ESTABLISHMENT OF ACCOUNTS....44
SECTION 4.6 DESCRIPTION OF ACCOUNTS AND SUBACCOUNTS....45
SECTION 4.7 DISPOSITION OF SYSTEM PLEDGED REVENUES....49
SECTION 4.8 COLLECTION OF SUPPLEMENTAL JUNIOR LIEN PAYMENTS; APPLICATION OF SUPPLEMENTAL JUNIOR LIEN PAYMENTS ACCOUNT. 51
SECTION 4.9 INVESTMENT AND VALUATION OF FUNDS....52

ARTICLE V COVENANTS....53

SECTION 5.1 COMPLIANCE WITH TAX REQUIREMENTS; JUNIOR LIEN BONDS REBATE ACCOUNT....53
SECTION 5.2 TOLLS AND OTHER CHARGES. 55
SECTION 5.3 FREE PASSAGE....57
SECTION 5.4 SALE AND LEASE OF PROPERTY....57
SECTION 5.5 ISSUANCE OF ADDITIONAL JUNIOR LIEN BONDS. 58
SECTION 5.6 INSURANCE....62
SECTION 5.7 RECONSTRUCTION, APPLICATION OF INSURANCE PROCEEDS....64
SECTION 5.8 BOOKS, ACCOUNTS, REPORTS AND RECORDS....64
SECTION 5.9 ANNUAL BUDGET OF AUTHORITY....65
SECTION 5.10 OPERATION AND MAINTENANCE OF THE SYSTEM. 65
SECTION 5.11 CONSULTING ENGINEERS, INSPECTION. 65
SECTION 5.12 NO NON-TOLLED ROADS....66
SECTION 5.13 CO LOCATION OF COMPETING FACILITIES....66
SECTION 5.14 ADDITION OF NON SYSTEM PROJECTS TO THE SYSTEM....66
SECTION 5.15 ENFORCEMENT OF RIGHT TO RECEIVE GROSS REVENUES, SYSTEM JUNIOR LIEN PAYMENTS, SERIES JUNIOR LIEN PAYMENTS, AND SUPPLEMENTAL JUNIOR LIEN PAYMENTS. 66

ARTICLE VI EVENTS OF DEFAULT AND REMEDIES....67

SECTION 6.1 EVENT OF DEFAULT. 67
SECTION 6.2 REMEDIES....67

ARTICLE VII MISCELLANEOUS PROVISIONS 68

SECTION 7.1	MODIFICATION OR AMENDMENT.	68
SECTION 7.2	DISCHARGE AND SATISFACTION OF JUNIOR LIEN BONDS.	68
SECTION 7.3	CONCERNING THE RESERVE ACCOUNT CREDIT FACILITY; BOND CREDIT FACILITY.	69
SECTION 7.4	SEVERABILITY OF INVALID PROVISIONS.	70
SECTION 7.5	USE OF ADDITIONAL FUNDS FOR DEBT PAYMENT.	70
SECTION 7.6	CAPITAL APPRECIATION JUNIOR LIEN BONDS.	70
SECTION 7.7	AUTHORITY TO PURCHASE OBLIGATIONS.	70
SECTION 7.8	SIMULTANEOUS DELIVERY.	70
SECTION 7.9	NONPRESENTMENT OF JUNIOR LIEN BONDS; FUNDS HELD FOR JUNIOR LIEN BONDS AFTER MATURITY OF JUNIOR LIEN BONDS	70
SECTION 7.10	AMENDMENT TO LEASE PURCHASE AGREEMENT.	71
SECTION 7.11	TIME OF TAKING EFFECT.	72

MASTER JUNIOR LIEN RESOLUTION

BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

ARTICLE I

AUTHORITY, DEFINITION, FINDINGS

SECTION 1.1 AUTHORITY OF THE MASTER JUNIOR LIEN RESOLUTION. This resolution (as defined herein, the "Master Junior Lien Resolution") is adopted pursuant to the provisions of the Central Florida Expressway Authority enabling legislation, codified as Chapter 348, Part III, Florida Statutes, as amended from time to time, Chapter 163, Florida Statutes and other applicable provisions of law.

SECTION 1.2 DEFINITIONS. The following terms shall have the following meanings in the Master Junior Lien Resolution unless the text otherwise requires or unless expressly defined differently in a Supplemental Junior Lien Authorizing Resolution:

"Additional Junior Lien Bonds" shall mean additional obligations evidenced by Junior Lien Bonds issued under the provisions and within the limitations of Section 5.5 hereof, payable from the System Pledged Revenues pari passu with Junior Lien Bonds originally authorized and issued pursuant to the Master Junior Lien Resolution, and any Qualified Junior Lien Swap Agreements. Such Junior Lien Bonds shall be deemed to have been issued pursuant to the Master Junior Lien Resolution and all of the covenants and other provisions of the Master Junior Lien Resolution (except as to the pledge of Supplemental Junior Lien Payments and Series Junior Lien Payments, if any, as to such Series of Junior Lien Bonds, and details of such Series of Junior Lien Bonds evidencing such pari passu additional obligations inconsistent therewith), shall be for the equal benefit, protection and security of the holders of any Junior Lien Bonds originally authorized and issued pursuant to the Master Junior Lien Resolution and holders of any Junior Lien Bonds evidencing additional obligations subsequently issued within the limitations of and in compliance with Section 5.5 hereof. All of such Junior Lien Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the System Pledged Revenues, and their sources and security for payment therefrom without preference of any Junior Lien Bonds over any other.

"Administrative Expenses" shall have the meaning set forth in the Master Senior Lien Bond Resolution, as follows:

> ***"Administrative Expenses"*** *shall mean all of the reasonable expenses of the Authority which are contained in the Annual Budget of the Authority and approved and authorized to be expended in accordance with Section 5.10 of the Master Senior Lien Bond Resolution. Administrative Expenses shall not include Cost of Operation and Cost of Maintenance.*

"Accreted Amount" means, with respect to Capital Appreciation Junior Lien Bonds of any Series and as of the date of calculation, the amount established pursuant to the Supplemental Junior Lien Authorizing Resolution authorizing such Capital Appreciation Junior Lien Bonds as the amount representing the initial public offering price, plus the accumulated and compounded interest on such Junior Lien Bonds to the date of calculation.

"Annual Aggregate Debt Service Requirement" shall mean at any time, the sum of: (a) the Annual Debt Service Requirement, as calculated and determined in accordance with the Master Senior Lien Resolution, and (b) the Annual Junior Lien Debt Service Requirement, as calculated and determined in accordance with the Master Junior Lien Resolution.

"Annual Budget" shall mean the budget required to be adopted by the Authority each Fiscal Year pursuant to Section 5.9 of the Master Junior Lien Resolution, as such budget may be amended from time to time.

"Annual Debt Service Requirement" shall have the meaning set forth in the Master Senior Lien Resolution.

"Annual Gross Junior Lien Debt Service" shall mean the regularly scheduled principal and interest payments coming due on the Junior Lien Bonds Outstanding in each Fiscal Year, including mandatory Junior Lien Sinking Fund Account redemption installment payments for any Term Junior Lien Bonds, provided, however, that amounts due on July 1 of any year shall be included in the Annual Gross Junior Lien Debt Service for the previous Fiscal Year. The assumptions set forth in subparagraphs (iii) through (viii) of the definition of "Annual Junior Lien Debt Service Requirement" shall be applied in calculating Annual Gross Junior Lien Debt Service.

"Annual Junior Lien Debt Service Requirement" shall mean, at any time, the amounts required to be deposited in the applicable Fiscal Year into: (A) the Junior Lien Interest Subaccount, for the payment of interest on all Series of Junior Lien Bonds during such Fiscal Year, (B) the Junior Lien Principal Subaccount, for the payment of the principal of all Series of Junior Lien Bonds during such Fiscal Year, based on the assumption that all Series of Junior Lien Bonds will remain Outstanding until their respective stated maturity dates (or mandatory Junior Lien Sinking Fund Account redemption date as provided in (C)), and (C) the Junior Lien Bond Redemption Subaccount for the payment of mandatory Junior Lien Sinking Fund Account redemption installments on all Series of Junior Lien Bonds that constitute Term Junior Lien Bonds as provided in the Master Junior Lien Resolution, provided however:

(i) In determining the amount of such required deposits, a credit shall be allowed for amounts already on deposit therein, including, without limitation, (a) interest earnings on amounts deposited into the Junior Lien Interest Subaccount, the Junior Lien Principal Subaccount, the Junior Lien Bond Redemption Subaccount, and the Junior Lien Debt Service Reserve Subaccount (amounts on deposit in the Junior Lien Debt Service Reserve Subaccount securing one or more series of Junior Lien Bonds will be deducted from the amount of principal due at final maturity of such Junior Lien Bonds, and in each preceding year until such amounts are exhausted), (b) capitalized interest, and (c) deposits of Series Junior Lien Payments, but only with respect to debt service payments

for the Series of Junior Lien Bonds secured by Series Junior Lien Payments, not to exceed the total amounts at any time required to be deposited into the accounts set forth in subparagraphs (A),(B) and (C) above, taking into consideration the credits provided for in this subparagraph (i)(a) and (b);

(ii) For the purposes of calculating the requirements of Section 5.2 hereof, for the collection of tolls and other charges, and the requirements of Section 5.5 hereof, for the issuance of Additional Junior Lien Bonds:

(a) the amount of interest earnings on the accounts as provided in subparagraph (i)(a) above for the applicable Fiscal Year shall be calculated using the lower of: (1) the current interest rate in effect for such investments or (2) the average interest rate in effect for such investments during any 12 consecutive calendar months of the 15 consecutive calendar months immediately preceding the date of calculation;

(b) the amount of credit allowed in subparagraph (i)(c) above for Series Junior Lien Payments for the applicable Fiscal Year for each Series of Junior Lien Bonds secured by Series Junior Lien Payments shall not exceed 80% of the Series Junior Lien Payments expected to be available for deposit into the accounts set forth in subparagraphs (A), (B) and (C) above, as determined by the governing document providing for the payment of such Series Junior Lien Payments, or to the extent the Series Junior Lien Payments are not determined by the governing document, in the amounts that would have been available for such deposits as estimated by an Independent Consultant, had such Series Junior Lien Payments been in effect for the immediately preceding Fiscal Year; and

(c) the amount of principal and interest payments on the SIB Loan in the applicable Fiscal Year shall be added to the Annual Junior Lien Debt Service Requirement for such Fiscal Year.

(iii) when calculating the amount of such required deposits during such Fiscal Year for any Series of Variable Rate Junior Lien Bonds bearing interest at a variable rate which cannot be ascertained for any particular Fiscal Year, the interest rate on such Variable Rate Junior Lien Bonds shall be assumed to be: (A) for Variable Rate Junior Lien Bonds that are Outstanding for 24 months or more on the date of calculation, the highest average interest rate borne by such Variable Rate Junior Lien Bonds for any preceding thirty (30) day period as of the date of calculation, and (B) for Variable Rate Junior Lien Bonds that are Outstanding less than 24 months on the date of calculation, the Bond Buyer Revenue Bond Index (or a recognized comparable market index if such index is no longer in effect) most recently published prior to the time of calculation;

(iv) when calculating the amount of such required deposits during such Fiscal Year for any Series of Variable Rate Junior Lien Bonds with respect to which a Qualified Junior Lien Swap Agreement is in effect pursuant to which the Authority has agreed to pay a counterparty an amount based on a fixed interest rate, such Series of Variable Rate Junior Lien Bonds shall be deemed to bear interest at an effective rate equal to the fixed

interest rate payable by the Authority under such Qualified Junior Lien Swap Agreement; provided that such effective fixed rate may be utilized only if such Qualified Junior Lien Swap Agreement does not result in a reduction or withdrawal of any rating then in effect with respect to the Junior Lien Bonds and so long as such Qualified Junior Lien Swap Agreement is contracted to remain in full force and effect through the stated maturity date of the Variable Rate Junior Lien Bonds;

(v) when calculating the amount of such required deposits during such Fiscal Year for any Series of Junior Lien Bonds which bear interest at a fixed rate with respect to which a Qualified Junior Lien Swap Agreement is in effect pursuant to which the Authority has agreed to pay to a counterparty an amount based on a variable or floating interest rate, the Annual Junior Lien Debt Service Requirement shall include the interest payable on such Series of Junior Lien Bonds, less fixed amounts to be received by the Authority under such Qualified Junior Lien Swap Agreement plus the amount of the floating payments (estimated in a manner similar to that described in (iii) above, unless another method of estimation is more appropriate, in the opinion of the Authority's financial advisor, or similar agent, for such floating payments) to be made by the Authority under the Qualified Junior Lien Swap Agreement; provided that the above described calculation of the Annual Junior Lien Debt Service Requirement may be utilized only if such Qualified Junior Lien Swap Agreement does not result in a reduction or withdrawal of any rating then in effect with respect to the Junior Lien Bonds and so long as such Qualified Junior Lien Swap Agreement is contracted to remain in full force and effect through the stated maturity date of the such Series of Junior Lien Bonds;

(vi) when calculating the amount of such required deposits during such Fiscal Year for any Series of Balloon Junior Lien Bonds, there shall be treated as payable in such Fiscal Year the amount of principal installments which would have been payable during such Fiscal Year had the principal of each Series of Balloon Junior Lien Bonds Outstanding been amortized over a period of 30 years thereafter, on a level debt service basis at an interest rate equal to the rate borne by such Balloon Junior Lien Bonds on the date of calculation;

(vii) when calculating the amount of such required deposits during such Fiscal Year with respect to any Capital Appreciation Junior Lien Bonds, all amounts payable on a Capital Appreciation Junior Lien Bond shall be considered a principal payment in the year it becomes due; and

(viii) when calculating the amount of such required deposits during such Fiscal Year with respect to any Junior Lien Commercial Paper Program, such amount shall include the sum of all principal and interest payments that would be payable during such Fiscal Year assuming that the Authorized Amount of such Junior Lien Commercial Paper Program is amortized on a level debt service basis over a period of 30 years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Junior Lien Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Junior Lien Commercial Paper Program as shall be established for this purpose in the opinion of the Authority's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a

recognized comparable market index, an average of interest rates for prior years or otherwise);

provided further, however, that there shall be excluded from the calculation of the amount of such required deposits interest on Junior Lien Bonds to the extent that Escrowed Interest or capitalized interest is available to pay such interest.

"Authority" shall mean the Central Florida Expressway Authority as created and established in the Expressway Act, and, as applicable, shall include any successor agency or authority that assumes the assets, rights, duties and obligations of the Central Florida Expressway Authority.

"Authorized Amount" means, with respect to a Junior Lien Commercial Paper Program, the maximum principal amount of commercial paper which is then authorized by the Authority to be outstanding at any one time pursuant to such Junior Lien Commercial Paper Program.

"Authorized Officer" shall mean the Chairman, the Vice Chairman or the Secretary, the Executive Director, the Chief Financial Officer, including, without limitation officers holding any such positions on an interim basis, or any other officer or employee of the Authority, authorized to perform specific acts or duties by resolution duly adopted by the Authority.

"Balloon Junior Lien Bonds" means Junior Lien Bonds (and Repayment Obligations on any Junior Lien Bond Credit Facility relating thereto), other than Junior Lien Bonds which mature within one year of the date of issuance thereof, 25% or more of the principal installments on which (a) are due or (b) at the option of the Holder thereof may be redeemed, during any period of twelve consecutive months.

"Bond Credit Facility" shall mean an instrument, agreement, or other device specifically designated as a "Bond Credit Facility" by the Authority in a Supplemental Junior Lien Authorizing Resolution authorizing the use of such instrument, agreement, or other device, and issued by a Bond Credit Facility Issuer to pay, or provide security or liquidity for a Series of Junior Lien Bonds, including but not limited to, a Bond Insurance Policy, a Bond Letter of Credit, a standby bond purchase agreement, lines of credit and other credit enhancement or liquidity facilities or agreements. The term "Bond Credit Facility" shall not include any Reserve Account Credit Facility.

"Bond Credit Facility Agreement" means any agreement entered into by the Authority and a Bond Credit Facility Issuer pursuant to a Supplemental Junior Lien Authorizing Resolution and the applicable portions of a Supplemental Junior Lien Authorizing Resolution providing for the issuance by such Bond Credit Facility Issuer of a Bond Credit Facility.

"Bond Credit Facility Costs" means, with respect to any Junior Lien Bond Credit Facility, all fees, premiums, expenses and similar costs, other than Repayment Obligations, required to be paid to a Bond Credit Facility Issuer pursuant to a Bond Credit Facility Agreement or the Supplemental Junior Lien Authorizing Resolution authorizing the use of such Bond Credit Facility. Such Bond Credit Facility Agreement or Supplemental Junior Lien Authorizing

Resolution shall specify any fees, premiums, expenses and costs constituting Bond Credit Facility Costs.

"Bond Credit Facility Issuer" means any bank, insurance company, surety company or other financial institution issuing a Bond Credit Facility. A Bond Credit Facility Issuer must be rated in one of the three highest rating categories (without regard to gradations within such rating categories) at the time that the Bond Credit Facility Issuer delivers its Bond Credit Facility.

"Bond Insurance Policy" shall mean an insurance policy issued for the benefit of the Holders of any Junior Lien Bonds, pursuant to which the issuer of such insurance policy shall be obligated to pay when due the principal of and interest on such Junior Lien Bonds to the extent of any deficiency in the amounts in the funds and accounts held under the Master Junior Lien Resolution, or any Supplemental Junior Lien Authorizing Resolution, in the manner and in accordance with the terms provided in such Junior Lien Bond Insurance Policy.

"Bond Letter of Credit" shall mean the irrevocable, transferable letter of credit, if any, issued for the benefit of the Holders of any Junior Lien Bonds, pursuant to which the issuer of such letter of credit shall be obligated to pay when due the principal of and interest on such Junior Lien Bonds to the extent of any deficiency in the amounts in the funds and accounts held under the Master Junior Lien Resolution, or any Supplemental Junior Lien Authorizing Resolution, in the manner and in accordance with the terms provided in such letter of credit. The issuer providing such letter of credit shall be a banking association, bank or trust company or branch thereof designated by the Authority pursuant to a Supplemental Junior Lien Authorizing Resolution.

"Business Day" means any day (a) on which banking business is transacted, excluding (i) a Saturday or Sunday, or (ii) any day on which banks are authorized to be closed in New York City, in the city in which the Paying Agent has its principal corporate trust office or, with respect to a related Series of Junior Lien Bonds, in the city in which the payment office of any Holder of Junior Lien Bonds is located in the event that Junior Lien Bonds are privately placed to such Holder or Holders, or the city in which the payment office of any Junior Lien Bond Credit Facility Issuer is located for the purposes of such Junior Lien Bond Credit Facility, and (b) on which the New York Stock Exchange is open.

"Capital Appreciation Junior Lien Bonds" shall mean Junior Lien Bonds, the interest on which (a) shall be compounded and accumulated at the rates and on the dates set forth in the Supplemental Junior Lien Authorizing Resolution authorizing the issuance of such Junior Lien Bonds, and (b) shall be payable only at maturity or redemption prior to maturity. Such term shall also include capital appreciation bonds which are convertible to current interest bonds.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and applicable temporary, proposed or permanent implementing regulations promulgated thereunder.

"Completion Date" shall mean the date of completion of a System Project as certified by the Consulting Engineers.

"Construction Fund" shall have the meaning ascribed thereto in Section 4.5 of the Master Senior Lien Bond Resolution (the full name of this fund is the "Expressway System Construction Fund").

"Consulting Engineers" shall mean the engineer or engineering firm or corporation retained by the Authority to perform the acts and carry out the duties provided for such Consulting Engineers in the Master Senior Lien Bond Resolution and the Master Junior Lien Resolution.

"Cost of Issuance" shall mean all charges, costs and expenses of the Authority incurred in connection with the authorization, issuance, sale and delivery of the Junior Lien Bonds including, but not limited to, legal fees, financial advisory fees, Bond Credit Facility premiums and fees, Reserve Account, Credit Facility premiums, fiscal or escrow agent fees, remarketing agent fees, printing fees, travel expenses, and Rating Agency fees.

"Cost of Maintenance" shall have the meaning set forth in the Master Senior Lien Bond Resolution, as follows:

> ***"Cost of Maintenance"*** *shall mean all costs and expenses which are the obligation of the Authority in keeping the System open to public travel (excluding all costs included in Cost of Operation and Administrative Expenses). Cost of Maintenance does not include costs with respect to Non System Projects.*

"Cost of Operation" shall have the meaning set forth in the Master Senior Lien Bond Resolution, as follows:

> ***"Cost of Operation"*** *shall mean all costs and expenses which are the obligation of the Authority attributable to the System and includes, without limitation, costs of collecting and accounting for tolls, insurance, employee bond premiums, fees of the Consulting Engineers, Independent Consultant, accountants, legal fees, and, with respect to toll facilities, all other expenses which would not be incurred if such facilities were being operated as free facilities (excluding all costs included in Cost of Maintenance and Administrative Expenses). Cost of Operation does not include (1) costs with respect to Non System Projects (unless designated part of the System pursuant to Section 5.15 of the Master Senior Lien Bond Resolution), or (2) any provision for interest, depreciation, amortization or similar charges.*

"Debt Service Reserve Account" shall have the meaning ascribed thereto in Section 4.5 of the Master Senior Lien Resolution.

"Defeasance Obligations" shall mean to the extent permitted by law:

(A) Non-callable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations issued or held in book-entry form, on the books of the Department of the Treasury of the United States and including advance refunded tax exempt Junior Lien Bonds secured by direct obligations of the United States of America or obligations unconditionally guaranteed by the United States of America which are rated in the

highest rating category by a Rating Agency currently rating the Junior Lien Bonds (without regard to gradations such as "+" or " " or other similar notations);

(B) Non-callable, evidences of indebtedness issued by the Bank for Cooperatives, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation (including participation certificates), Federal Land Banks, Federal Financing Banks, or any other agency or instrumentality of the United States of America created by an act of Congress which is substantially similar to the foregoing in its legal relationship to the United States of America; provided that the obligations of such agency or instrumentality are unconditionally guaranteed by the United States of America;

(C) Non-callable, evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in clause (A) above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in clause (A) above, such as CATS, TIGRS, and STRIPs, and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; and

(D) non-callable, stripped interest obligations of the Resolution Funding Corporation.

"Department" shall mean the State of Florida Department of Transportation.

"Department Long-Term Debt" means the long-term debt payments from the Authority to the Department described in Florida Statutes, Section 348.7546 and in the Memorandum of Understanding between the Authority and the Department and effective on May 29, 2012.

"Division" shall mean the Division of Bond Finance of the State Board of Administration of the State of Florida.

"Escrowed Interest" means amounts irrevocably deposited in escrow in accordance with the requirements of the Master Junior Lien Resolution, or any Supplemental Junior Lien Authorizing Resolution in connection with the issuance of Additional Junior Lien Bonds for refunding purposes or otherwise deposited in accordance with the Master Junior Lien Resolution for the purpose of prepaying principal of or interest on the Junior Lien Bonds.

"Event of Default" shall have the meaning ascribed thereto in Section 6.1 hereof.

"Existing System" shall mean, as of any date of determination, the Expressway System as then opened and operating.

"Expressway Act" shall mean the Central Florida Expressway Authority enabling legislation, codified as Chapter 348, Part III, Florida Statutes, as amended and supplemented from time to time.

"Expressway System" or **"System"** shall mean the entire Central Florida Expressway System as in existence on the date of adoption of the Master Junior Lien Resolution, including but not limited to, all approaches, roads, bridges, avenues of access for such System and those extensions, additions, or improvements to the System as contemplated by the Master Senior Lien Bond Resolution, the Master Junior Lien Resolution, or the Expressway Act, including System Projects.

"Fiscal Year" shall mean the period commencing on July 1 of each year and ending on June 30 of the following year or such other twelve-month period designated by the Authority.

"Fitch" means Fitch Ratings or any successor thereto.

"Gross Revenues" shall have the meaning set forth in the Master Senior Lien Resolution, as follows:

> *"Gross Revenues" means (1) all tolls, leasehold payments, concession payments, revenues, rates, rents, charges and other income and receipts derived by or for the account of the Authority from the leasing or operation of the Expressway System, (2) investment income received on any amounts held pursuant to the Master Senior Lien Bond Resolution or any Supplemental Authorizing Resolution in the System General Revenue Fund, the System General Reserve Fund, the System Projects Fund, the Construction Fund, the OM&A Fund and the Renewal and Replacement Fund, and (3) the proceeds of any use and occupancy insurance on any portion of the Expressway System. "Gross Revenues" shall not include Supplemental Payments, Series Payments, System Payments (each, as defined in the Master Senior Lien Bond Resolution), revenues derived from the operation of Non-System Projects (unless designated part of the System pursuant to Section 5.15 of the Master Senior Lien Bond Resolution), payments pursuant to a Bond Credit Facility, payments pursuant to a Qualified Swap Agreement, or the proceeds of any gifts, grants, or other payments to the Authority from the United States government, the State or any public or private instrumentality, individual or entity that are not in the nature of an operating, concession or rental payment with respect to the use and operation of the Expressway System.*

"Holder of Junior Lien Bonds" or **"Bondholder"** or **"Holders"** or any similar term shall mean any person who shall be the Registered Owner of any Junior Lien Bond or Junior Lien Bonds or his transferee.

"Independent Consultant" shall mean an independent licensed professional engineer (or firm of independent licensed professional engineers) of recognized national standing in the field of estimating and projecting traffic on, or revenues of, toll facilities who have been selected by the Authority pursuant to the Master Senior Lien Bond Resolution. Said engineers (or firm of engineers) may be presently retained by the Authority for other purposes. In connection with matters not related to traffic and revenue projections of tolled facilities, the Authority may select members of another professional discipline to deliver any Independent Consultant's Certificate required by the terms of the Master Junior Lien Resolution, provided further that any members of such discipline thereafter selected by the Authority shall be independent and shall be of recognized national standing in such discipline.

"Interest Payment Date" shall mean, to the extent permitted by law, for each Series of Junior Lien Bonds such dates of each Fiscal Year on which interest on Outstanding Junior Lien Bonds of such Series is payable, as set forth or described in the Supplemental Junior Lien Authorizing Resolution of the Authority providing for the issuance of such Series of Junior Lien Bonds, or as set forth in such Series of Junior Lien Bonds.

"Interlocal Agreement" shall mean any Interlocal Agreement entered into by the Authority and any other public agency of the state, of any other state, or of the United States Government.

"Interlocal Agreement Payments" shall mean payments received by the Authority pursuant to an Interlocal Agreement.

"Interlocal Agreement Payments Subaccount" shall have the meaning ascribed thereto in Section 4.5 hereof.

"Junior Lien Bond Redemption Subaccount" shall have the meaning ascribed thereto in Section 4.5 hereof.

"Junior Lien Bonds" shall mean the notes (including, but not limited to, commercial paper notes), bonds and other evidences of indebtedness or obligations authorized by, issued and Outstanding under the Master Junior Lien Resolution, including, but not limited to, Variable Rate Junior Lien Bonds, fixed rate Junior Lien Bonds, Balloon Junior Lien Bonds, Capital Appreciation Junior Lien Bonds, any Additional Junior Lien Bonds, and any TIFIA Loans, or other indebtedness which is designated as "Junior Lien Bonds" for the purposes of the Master Junior Lien Resolution.

"Junior Lien Commercial Paper Program" means commercial paper notes or obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Authority from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

"Junior Lien Construction Account" shall have the meaning ascribed thereto in Section 4.5 hereof.

"Junior Lien Debt Service Reserve Subaccount" shall have the meaning ascribed thereto in Section 4.5 hereof.

"Junior Lien Debt Service Reserve Requirement" shall mean, with respect to a Series of Junior Lien Bonds, the requirement, if any, established by the Authority pursuant to a Supplemental Junior Lien Authorizing Resolution with respect to such Series of Junior Lien Bonds.

"Junior Lien Interest Subaccount" shall have the meaning ascribed thereto in Section 4.5 hereof.

"Junior Lien Principal Subaccount" shall have the meaning ascribed thereto in Section 4.5 hereof.

"Junior Lien Sinking Fund Account" shall have the meaning ascribed thereto in Section 4.5 hereof.

"Lease Purchase Agreement" or **"Agreement"** shall mean the lease purchase agreement with respect to the System or any portion thereof, if any, by and among the Department, the Authority and the Division, together with any amendments or supplements thereto made in accordance with the terms of such Agreement.

"Master Junior Lien Resolution" shall mean this resolution, including all future amendments and supplements hereto.

"Master Senior Lien Bond Resolution" means that certain Amended and Restated Master Bond Resolution of the Authority, adopted on February 3, 2003, as supplemented and amended from time to time.

"Master Subordinate Lien Resolution" means that certain Master Subordinate Lien Bond Resolution of the Authority (Resolution No. 2012-158), adopted on November 28, 2012, as supplemented and amended from time to time.

"Maximum Annual Debt Service Requirement" shall have the meaning set forth in the Master Senior Lien Resolution, as follows:

"Maximum Annual Debt Service Requirement" shall mean the highest Annual Debt Service Requirement for the current or any succeeding Fiscal Year on all outstanding Bonds including the bonds whose issuance is being proposed at the time of determination thereof, if any.

"Maximum Annual Junior Lien Debt Service Requirement" shall mean the highest Annual Junior Lien Debt Service Requirement for the current or any succeeding Fiscal Year on all outstanding Junior Lien Bonds including the Junior Lien Bonds whose issuance is being proposed at the time of determination thereof, if any.

"Moody's" means Moody's Investors Service, Inc. or any successor thereto.

"Net Revenues" shall have the meaning set forth in the Master Senior Lien Resolution, as follows:

"Net Revenues" shall mean the amount remaining after the deduction from Gross Revenues of the Cost of Maintenance, the Cost of Operation, required deposits to the OM&A Reserve Account, and Administrative Expenses.

"Non System Project" shall have the meaning set forth in the Master Senior Lien Resolution, as follows:

"Non System Project" means one or more facilities and other real and personal property, or any interest therein and improvements thereto, which the Authority may now own or hereafter acquire, design, construct, maintain, operate, finance, improve, reconstruct, rehabilitate, lease or otherwise undertake for transportation or transportation related

purposes. Each Non System Protect shall be designated as a Non System Project by a resolution of the Authority. Non System Projects shall not be part of the System unless designated as such pursuant to Section 5.15 of the Master Senior Lien Bond Resolution.

"Non System Project Operating Expenses" shall have the meaning set forth in the Master Senior Lien Resolution, as follows:

"Non System Project Operating Expenses" *means the expenses incurred by the Authority for operation, maintenance and repair, ordinary replacement and ordinary reconstruction of a Non System Project or any part thereof and shall include, without limiting the generality of the foregoing, administrative expenses, premiums and reserves for insurance and self insurance, fees or premiums for a Bond Credit Facility, Reserve Account Credit Facility, legal and engineering expenses, payments into pension, retirement, health and hospitalization funds, and any other expenses required to be paid by the Authority in connection with the operation of such Non System Project, all to the extent properly and directly attributable to the operation of such Non System Project, and rental payments in connection with operating leases entered in the ordinary course of business, all to the extent properly and directly attributable to a Non System Project, and the expenses and compensation of the fiduciaries required to be paid under agreements applicable to such Non System Projects; but does not include (1) any costs or expenses for new construction or for major reconstruction or (2) any provision for interest, depreciation, amortization or similar charges.*

"OM&A Fund" shall have the meaning ascribed thereto in Section 4.5 of the Master Senior Lien Bond Resolution (the full name of this fund is the "Expressway System Operation, Maintenance and Administrative Expenses Fund").

"OM&A Reserve Account" shall mean the Account established in Section 4.5 of the Master Senior Lien Bond Resolution.

"Option Rights" shall mean, with respect to any Series of Junior Lien Bonds, any rights to call such Junior Lien Bonds for mandatory purchase pursuant to the Supplemental Junior Lien Authorizing Resolution authorizing the issuance of such Junior Lien Bonds.

"Outstanding" when used with reference to the Junior Lien Bonds, shall mean, as of any date of determination, all Junior Lien Bonds theretofore authenticated and delivered except for:

(A) Junior Lien Bonds theretofore canceled by the Registrar or delivered to the Registrar for cancellation;

(B) Junior Lien Bonds which are deemed paid and no longer outstanding as provided in Section 7.2 hereof;

(C) Junior Lien Bonds in lieu of which other Junior Lien Bonds have been issued pursuant to the provisions hereof relating to Junior Lien Bonds mutilated, destroyed, stolen or lost, unless evidence satisfactory to the Registrar has been received that any such Junior Lien Bond is held by a bona fide purchaser; and

(D) Junior Lien Bonds held by or for the account of the Authority, for purposes of any consent or other action to be taken hereunder by the Holders of a specified percentage of principal amount of Junior Lien Bonds.

"Paying Agent" shall mean, with respect to any Series of Junior Lien Bonds, the paying agent designated by the Supplemental Junior Lien Authorizing Resolution authorizing the issuance of such Series of Junior Lien Bonds, or any successor thereto.

"Permitted Investments" shall mean any of the following, if and to the extent the same are permitted to be legal investments of the Authority by the laws of the State of Florida:

(A) Direct obligations of the United States of America or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

(B) Debentures, bonds, notes or other evidence of indebtedness issued or guaranteed by any federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself).

(C) Debentures, bonds, notes or other evidence of indebtedness issued or guaranteed by any non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself).

(D) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G; AAA-m; or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2.

(E) Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

(F) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC.

(G) Commercial paper rated, at the time of purchase, "Prime-1" by Moody's and "A 1" or better by S&P and if such commercial paper is stated to mature in not more than 270 days.

(H) Notes or bonds issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.

(I) Bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating, at the time of purchase, of "Prime-1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P.

(J) Repurchase Agreements with primary dealers on the Federal Reserve reporting dealer list which are rated A or better by S&P and "A2" or better by Moody's, or Banks rated

"A" or above by S&P and "A2" or above by Moody's. Purchased securities will be limited to those in subsections (A), (B) or (C) above at a margin percentage of 102%. Purchased securities must be held in a separate, segregated account by either the Trustee or tri-party custodian for the benefit of the Issuer, and the Issuer or Trustee must have a first perfected security interest in all purchased securities. The Junior Lien Bond Insurer, if applicable, must approve Repurchase Agreements.

(K) Investment Agreements with providers initially rated at least "AA-" and "Aa3" by S&P and Moody's, with the provision that (i) if the provider is downgraded below "AA-" or "Aa3" by S&P or Moody's, the provider must deliver collateral of the type described in subsection (A) above at a margin percentage of 103%, or that described in subsection (B) or (C) above at a margin percentage of 104%, and (ii) if the provider is further downgraded below "A-" or "A3" by S&P or Moody's, the Issuer will have the right to terminate the agreement and receive all invested amounts plus accrued but unpaid interest without penalty. The Junior Lien Bond Insurer, if applicable, must approve Investment Agreements.

(L) Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to State law as a legal depository of public money.

(M) Such other obligations as shall be permitted to be legal investments of the Authority by the laws of the State of Florida.

"Project Cost" or any phrase of similar import, in connection with a System Project or with the refunding of any indebtedness the proceeds of which were used to finance a System Project, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition, design, construction, improvement, reconstruction, or rehabilitation of a System Project, including, without limiting the generality of the foregoing:

(A) amounts payable to contractors and costs incident to the award of contracts;

(B) cost of labor, facilities and services furnished by the Authority and its employees or others, materials and supplies purchased by the Authority or others and permits and licenses obtained by the Authority or others;

(C) engineering, architectural, legal, administrative, planning, design studies, underwriting, accounting and other professional and advisory fees;

(D) premiums or payments for contract or surety Junior Lien Bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(E) financing costs or interest expenses, including interest on the Series of Junior Lien Bonds;

(F) printing, engraving and other expenses of financing, including fees of Rating Agency and fees and costs of issuing the Series of Junior Lien Bonds (including costs of interest rate caps and costs related to interest rate exchanges (or the elimination thereof));

(G) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including, but not limited to, land and improvements required for relocation and relocation costs, and land required for right of way, environmental mitigation, or other Authority purposes, and premiums for title insurance;

(H) costs of equipment, rolling stock and furnishings purchased by the Authority and necessary to the commencement, completion and proper operation of a System Project;

(I) amounts required to pay or repay temporary loans or notes (including but not limited to, bond anticipation notes) made to finance the costs of a System Project;

(J) cost of site improvements performed in anticipation of a System Project;

(K) moneys necessary to fund the funds and accounts created under the Master Junior Lien Resolution;

(L) costs of the capitalization with proceeds of a Series of Junior Lien Bonds issued hereunder of any operation and maintenance expenses and other working capital appertaining to any real or personal property (or rights therein) to be acquired for a System Project and of any interest on a Series of Junior Lien Bonds for any period not exceeding the period estimated by the Authority to effect the construction of a System Project plus one year, as herein provided, of any discount on Junior Lien Bonds or other securities, and of any reserves for the payment of the principal of and interest on a Series of Junior Lien Bonds, of any replacement expenses and of any other Cost of Issuance of a Series of Junior Lien Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;

(M) costs of amending the Master Junior Lien Resolution, or any Supplemental Junior Lien Authorizing Resolution or other instrument authorizing the issuance of or otherwise appertaining to a Series of Junior Lien Bonds;

(N) all other costs, fees, or expenses necessary or desirable and appertaining to a System Project, as estimated or otherwise ascertained by the Authority, including costs of contingencies for a System Project, and costs properly attributable to the acquisition, design, construction, improvement, reconstruction, or rehabilitation of a System Project; and

(O) payment to the Authority of such amounts, if any, as shall be necessary to reimburse the Authority in full for advances and payments theretofore made or costs theretofore incurred by the Authority for any item of Costs so long as such reimbursement does not adversely affect the excludability of interest on the related Junior Lien Bonds from gross income for federal income tax purposes.

In the case of any refunding or redemption of any Series of Junior Lien Bonds, "Project Cost" shall also include, without limiting the generality of the foregoing, advertising and other expenses related to the redemption of such Junior Lien Bonds to be redeemed and the

redemption price of such Junior Lien Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for) and any other costs, fees and expenses associated with the refunding or redemption of any Series of Junior Lien Bonds as determined by the Authority, which determination may be based on the advice of the Authority's financial advisor.

"Qualified Junior Lien Swap Agreement" means an agreement between the Authority or the Trustee (at the written direction of the Authority) and a Swap Counterparty related to Junior Lien Bonds of one or more Series whereby (A) a variable rate cash flow (which may be subject to any interest rate cap) on a principal or notional amount is exchanged for a fixed rate of return on an equal principal or notional amount, or (B) a fixed rate cash flow on a principal or notional amount is exchanged for a variable rate of return on an equal principal or notional amount. If the Authority or the Trustee enters into more than one Qualified Junior Lien Swap Agreement with respect to a Series of Junior Lien Bonds (to the extent applicable), each Qualified Junior Lien Swap Agreement shall specify the same payment dates.

"Qualified Junior Lien Swap Payments" means as of each payment date specified in a Qualified Junior Lien Swap Agreement, the amount, if any, payable to the Swap Counterparty by the Authority or the Trustee on behalf of the Authority, but excluding any payments due from the Authority or the Trustee on behalf of the Authority, as a cost, expense or fee under the Qualified Junior Lien Swap Agreement, including, but not limited to, any swap termination payment.

"Qualified Junior Lien Swap Receipts" means as of each payment date specified in a Qualified Junior Lien Swap Agreement, the amount, if any, payable to the Authority or the Trustee for the account of the Authority by the Swap Counterparty.

"Qualified Swap Agreement" shall have the meaning set forth in the Master Senior Lien Resolution, as follows:

> ***"Qualified Swap Agreement"*** *means an agreement between the Authority or the Trustee (at the written direction of the Authority) and a Swap Counterparty related to Senior Lien Bonds of one or more Series whereby (A) a variable rate cash flow (which may be subject to any interest rate cap) on a principal or notional amount is exchanged for a fixed rate of return on an equal principal or notional amount, or (B) a fixed rate cash flow on a principal or notional amount is exchanged for a variable rate of return on an equal principal or notional amount. If the Authority or the Trustee enters into more than one Qualified Swap Agreement with respect to a Series of Senior Lien Bonds (to the extent applicable), each Qualified Swap Agreement shall specify the same payment dates.*

"Rating Agency" shall mean a nationally recognized bond rating agency, including, but not limited to Moody's, S&P and Fitch.

"Rebate Account" shall mean the separate accounts established for each Series of Senior Lien Bonds issued under the Master Senior Lien Bond Resolution into which the funds constituting the Rebate Amount shall be deposited as required by subsection 5.1(A) of the Master Senior Lien Bond Resolution; each such account shall be termed the "[Year of Issuance] Rebate Account."

"Rebate Amount" shall have the meaning ascribed to that term in subsection 5.1(A) of the Master Senior Lien Bond Resolution.

"Record Date" shall mean, with respect to each Series of Junior Lien Bonds, a date prior to each Interest Payment Date, as established by resolution adopted prior to the issuance of such Series of Junior Lien Bonds, as of which date the Registered Owners entitled to payment of interest on such Interest Payment Date shall be determined.

"Registered Owner" shall mean the owner of any Junior Lien Bond or Junior Lien Bonds as shown on the registration books kept by the Registrar.

"Registrar" shall mean, with respect to any Series of Junior Lien Bonds, the registrar designated by the Supplemental Junior Lien Authorizing Resolution with respect to such Series of Junior Lien Bonds, or any successor thereto.

"Renewal and Replacement Fund" shall have the meaning ascribed thereto in Section 4.5 of the Master Senior Lien Bond Resolution (the full name of this fund is the "Expressway System Renewal and Replacement Fund").

"Repayment Obligations" means, as of any date of calculation and with respect to:

(A) any Junior Lien Bond Credit Facility Agreement, any outstanding amounts payable by the Authority under the Junior Lien Bond Credit Facility Agreement or the Supplemental Junior Lien Authorizing Resolution authorizing the use of such Junior Lien Bond Credit Facility to repay the Junior Lien Bond Credit Facility Issuer for payments previously or concurrently made by the Junior Lien Bond Credit Facility Issuer pursuant to a Bond Credit Facility. There shall not be included in the calculation of the amount of Repayment Obligations any Junior Lien Bond Credit Facility Costs. Each Bond Credit Facility Agreement or the Supplemental Junior Lien Authorizing Resolution authorizing the use of such Junior Lien Bond Credit Facility shall specify any amounts payable under it which, when outstanding, shall constitute Repayment Obligations and shall specify the portions of any such amounts that are allocable as principal of and as interest on such Repayment Obligations.

(B) any Reserve Account Credit Facility Agreement, those outstanding amounts payable by the Authority under such Reserve Account Credit Facility Agreement to repay the Reserve Account Credit Facility Issuer for payments previously made by it pursuant to a Reserve Account Credit Facility. There shall not be included in the calculation of Repayment Obligations any Reserve Account Credit Facility Costs. Each Reserve Account Credit Facility Agreement and the Supplemental Junior Lien Authorizing Resolution authorizing the execution and delivery of such Reserve Account Credit Facility Agreement shall specify the amounts payable under it which, when outstanding, shall constitute Repayment Obligations and the Reserve Account Credit Facility Agreement shall specify the portions of such amounts that are allocable as principal of and as interest on such Repayment Obligations.

"Reserve Account Credit Facility" means a device or instrument issued by a Reserve Account Credit Facility Issuer to satisfy all or any portion of the Junior Lien Debt Service Reserve Requirement to be deposited into the Junior Lien Debt Service Reserve Subaccount for an applicable Series of Junior Lien Bonds. The term "Reserve Account Credit Facility" includes,

by way of example and not of limitation, Reserve Account Letters of Credit, Reserve Account Insurance Policies, surety bonds, standby bond purchase agreements, lines of credit and other devices. The Authority, by Supplemental Junior Lien Authorizing Resolution, shall designate a device or instrument as a "Reserve Account Credit Facility" pursuant to a Supplemental Junior Lien Authorizing Resolution of the Authority.

"Reserve Account Credit Facility Agreement" means any agreement entered into by the Authority and a Reserve Account Credit Facility Issuer pursuant to a Supplemental Junior Lien Authorizing Resolution and the applicable portions of a Supplemental Junior Lien Authorizing Resolution providing for the issuance by such Reserve Account Credit Facility Issuer of a Reserve Account Credit Facility.

"Reserve Account Credit Facility Costs" means all fees, premiums, expenses and similar costs, other than Repayment Obligations required to be paid to a Reserve Account Credit Facility Issuer pursuant to a Reserve Account Credit Facility Agreement. Each Reserve Account Credit Facility Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Account Credit Facility Costs.

"Reserve Account Credit Facility Coverage" means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Account Credit Facilities.

"Reserve Account Credit Facility Issuer" means any bank, insurance company, surety company or other financial institution issuing a Reserve Account Credit Facility, and designated by the Authority pursuant to a Supplemental Junior Lien Authorizing Resolution. A Reserve Account Credit Facility Issuer must be rated in one of the three highest rating categories (without regard to gradations within such rating categories) at the time that the Reserve Account Credit Facility Issuer delivers its Reserve Account Credit Facility.

"Reserve Account Credit Facility Limit" means, as of any date of calculation and with respect to any Reserve Account Credit Facility, the maximum aggregate amount available to be paid under such Reserve Account Credit Facility into the Junior Lien Debt Service Reserve Subaccount assuming for purposes of such calculation that the amount initially available under each Reserve Account Credit Facility has not been reduced or that the amount initially available under each Reserve Account Credit Facility has only been reduced as a result of the payment of principal of the applicable Series of Junior Lien Bonds.

"Reserve Account Insurance Policy" shall mean the insurance policy, surety bond or other acceptable evidence of insurance, if any, deposited in the Junior Lien Debt Service Reserve Subaccount in lieu of or in partial substitution for cash or securities required to be deposited therein. The issuer providing such Reserve Account Insurance Policy shall be designated by the Authority pursuant to a Supplemental Junior Lien Authorizing Resolution.

"Reserve Account Letter of Credit" shall mean the irrevocable, transferable letter of credit, if any, deposited in the Junior Lien Debt Service Reserve Subaccount in lieu of or in partial substitution for cash or securities on deposit therein. The issuer providing such letter of

credit shall be a banking association, bank or trust company or branch thereof designated by the Authority pursuant to a Supplemental Junior Lien Authorizing Resolution.

"S&P" means Standard and Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc., or any successor thereto.

"Senior Lien Bonds" means bonds that are issued and outstanding under the Master Senior Lien Bond Resolution.

"Serial Junior Lien Bonds" shall mean the Junior Lien Bonds of a Series which shall be stated to mature in periodic installments.

"Series" shall mean all of the Junior Lien Bonds authenticated and delivered on original issuance and pursuant to the Master Junior Lien Resolution or any Supplemental Junior Lien Authorizing Resolution authorizing such Junior Lien Bonds as a separate Series of Junior Lien Bonds or any Junior Lien Bonds thereafter authenticated and delivered in lieu of or in substitution for such Junior Lien Bonds pursuant to Article II hereof, regardless of variations in maturity, interest rate or other provisions.

"Series Junior Lien Payments Account" shall have the meaning ascribed thereto in Section 4.5 hereof (the full name of this fund is the "Expressway System Series Junior Lien Payments Account").

"Series Junior Lien Payments"

(A) shall mean payments which are either:

(i) payable to the Authority pursuant to any agreement between the Authority and any private, non-governmental corporation, organization, association, individual or other entity, which payments by their terms automatically recur without approval that is discretionary to such entity providing such payments for so long as any Junior Lien Bonds secured thereby are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the applicable Supplemental Junior Lien Authorizing Resolution are met, or

(ii) payable to the Authority pursuant to any agreement between the Authority and the United States government, the State, any county, municipality, political subdivision, public body or other governmental entity, or under any law, statute, ordinance, resolution or other authorizing instrument of such an entity, which payments by their terms automatically recur without appropriation, approval or similar action that is discretionary to such entity providing such payments for so long as any Junior Lien Bonds secured thereby are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the applicable Supplemental Junior Lien Authorizing Resolution are met; and

in each case above, available and expressly pledged by the Authority for the payment of debt service on one or more, but less than all, Series of Junior Lien Bonds issued and Outstanding under the Master Junior Lien Resolution.

(B) At the time of entering into such agreement, the Rating Agencies then maintaining a rating on the Junior Lien Bonds at the request of the Authority shall provide written confirmation to the Authority prior to the application of such payments that such payments would not:

(i) in the event any Junior Lien Bonds are then Outstanding on which there is no Bond Credit Facility or other credit enhancement facility securing the principal of and interest on such Junior Lien Bonds or from which such amounts are payable, result in the reduction or withdrawal of the rating then in effect for such Junior Lien Bonds, or

(ii) in the event all Junior Lien Bonds then Outstanding are secured by a Bond Credit Facility or other credit enhancement facility, result in the reduction or withdrawal of the rating that would be given such Junior Lien Bonds if such Junior Lien Bonds were not so insured or enhanced.

(C) Series Junior Lien Payments shall not include Supplemental Junior Lien Payments (including, without limitation Interlocal Agreement Payments) or payments pursuant to a Bond Credit Facility or a Qualified Junior Lien Swap Agreement.

(D) Payments described in subsections (A)(i) and (ii) above shall not be pledged as Series Junior Lien Payments to secure payment of Junior Lien Bonds unless, in addition to meeting the requirements of subsections (A) and (B) above, either:

(i) they are a sales tax, gas or fuel tax, franchise fee, ad valorem tax, utility or other public service tax, excise tax, income tax or use tax; or

(ii) for any Series of Junior Lien Bonds, amounts derived from sources described in subsections A(i) and (ii) hereof together with the System Junior Lien Payments (other than those described in subsection (D)(i) of the definition of System Junior Lien Payments) do not constitute in excess of twenty percent (20%) of the Annual Gross Junior Lien Debt Service; or

(iii) they are approved by the issuer of each Bond Credit Facility issued for the benefit of at least ten percent (10%) in aggregate principal amount of Junior Lien Bonds Outstanding.

"Series Payments" shall have the meaning set forth in the Master Senior Lien Resolution.

"SIB Loan" shall mean that certain State Infrastructure Bank Loan entered into between the Authority and the Department on April 1, 2005, in the initial aggregate principal amount of $35,000,000, with a final payment due on October 1, 2017. The SIB Loan is secured by System Pledged Revenues on a parity basis with the Junior Lien Bonds.

"Supplemental Junior Lien Authorizing Resolution" shall mean, as to any Series of Junior Lien Bonds, the resolution or resolutions of the Authority supplementing the Master Junior Lien Resolution and authorizing and providing for the sale and issuance of such Series of Junior Lien Bonds and includes any certificate of award, any trust indenture, any bond purchase

agreement or other document or instrument that is approved by or required to be executed (prior to the issuance of such Series of Junior Lien Bonds) by any such resolution.

"Supplemental Junior Lien Payments"

(A) shall mean payments payable to the Authority pursuant to any agreement between the Authority and any private or governmental entity, or under any law, statute, ordinance, resolution or other authorizing instrument of such an entity, which payments are available and expressly pledged by the Authority for the payment of debt service with respect to one or more Series, or all Series, of Junior Lien Bonds Outstanding hereunder, but which are restricted to use only in the event System Pledged Revenues or, if applicable, Series Junior Lien Payments, are insufficient to make payments required hereunder with respect to such Series of Junior Lien Bonds. Such payments must:

(i) by their terms automatically recur without appropriation, approval or similar action that is discretionary to such entity providing such payments for so long as any Junior Lien Bonds secured thereby are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the applicable Supplemental Junior Lien Authorizing Resolution are met; and

(ii) be available and be expressly pledged by the Authority for the payment of debt service on one or more Series of Junior Lien Bonds issued and outstanding under the Master Junior Lien Resolution.

(B) At the time of entering into such agreement, the Rating Agencies then maintaining a rating on any Junior Lien Bonds at the request of the Authority shall provide written confirmation to the Authority prior to the application of such payments that such payments would not:

(i) in the event any Junior Lien Bonds are then Outstanding on which there is no Bond Credit Facility or other credit enhancement facility securing the principal of and interest on such Junior Lien Bonds or from which such amounts are payable, result in the reduction or withdrawal of the rating then in effect for such Junior Lien Bonds, or

(ii) in the event all Junior Lien Bonds then Outstanding are so insured or enhanced, adversely affect the rating that would be given such Junior Lien Bonds if such Junior Lien Bonds were not so insured or enhanced.

(C) Interlocal Agreement Payments shall constitute Supplemental Junior Lien Payments only to the extent the public agency entering into the Interlocal Agreement with the Authority has consented to their application to Junior Lien Bonds issued under the Master Junior Lien Resolution. Supplemental Junior Lien Payments shall not include Series Junior Lien Payments or payments pursuant to a Bond Credit Facility or a Qualified Junior Lien Swap Agreement.

"Supplemental Junior Lien Payments Account" shall have the meaning ascribed thereto in Section 4.5 hereof (the full name of this fund is the "Expressway System Supplemental Junior Lien Payments Account").

"Supplemental Payments" shall have the meaning set forth in the Master Senior Lien Resolution.

"Swap Counterparty" means a Person who is a counterparty to a Qualified Junior Lien Swap Agreement. Such Person shall be a member of the International Swap Dealers Association and meet the requirements of applicable laws of the State and the applicable policies and procedures established by the Authority from time to time.

"System General Reserve Fund" shall mean the "Expressway System General Reserve Fund" established pursuant to Section 4.5(A)(ii) of the Master Senior Lien Bond Resolution.

"System General Revenue Fund" shall have the meaning ascribed thereto in Section 4.4 of the Master Senior Lien Bond Resolution (the full name of this fund is the "Expressway System General Revenue Fund").

"System Junior Lien Payments"

(A) shall mean, if any, payments to the Authority pursuant to any agreement between the Authority and the United States government, the State, any county, municipality, political subdivision, public body or other governmental entity, or under any law, statute, ordinance, resolution or other authorizing instrument of such an entity, which payments by their terms:

(i) automatically recur without appropriation, approval or similar action that is discretionary to the entity providing such payments for so long as any Junior Lien Bonds are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the applicable Supplemental Junior Lien Authorizing Resolution are met; and

(ii) are available and expressly pledged by the Authority for the payment of debt service on all Junior Lien Bonds issued and outstanding under the Master Junior Lien Resolution, and

(B) At the time of entering into such arrangement, the Rating Agencies then maintaining a rating on the Junior Lien Bonds at the request of the Authority shall provide written confirmation to the Authority prior to the application of such payments that such payments would not:

(i) in the event any Junior Lien Bonds are then outstanding on which there is no Bond Credit Facility or other credit enhancement facility securing the principal of and interest on such Junior Lien Bonds or from which such amounts are payable, result in the reduction or withdrawal of the rating then in effect for such Junior Lien Bonds, or

(ii) in the event all Junior Lien Bonds then Outstanding are so insured or enhanced, result in the reduction or withdrawal of the rating that would be given such Junior Lien Bonds if such Junior Lien Bonds were not so insured or enhanced.

(C) System Junior Lien Payments shall not include Series Junior Lien Payments, Supplemental Junior Lien Payments (including, without limitation Interlocal Agreement

Payments), payments in the nature of "operating revenues" (including, without limitation, leasehold and concession payments) that constitute Gross Revenues (as defined in the Master Senior Lien Bond Resolution) or payments pursuant to a Bond Credit Facility or a Qualified Junior Lien Swap Agreement.

(D) Payments described in subsection (A) above shall not be pledged as System Junior Lien Payments to secure payment of Junior Lien Bonds unless, in addition to meeting the requirements of subsections (A) and (B) above, either:

(i) they are a sales tax, gas or fuel tax, franchise fee, ad valorem tax, utility or other public service tax, excise tax, income tax or use tax; or

(ii) for any Series of Junior Lien Bonds, amounts derived from sources described in subparagraphs (A)(i) and (ii) hereof together with the Series Junior Lien Payments (other than described in subparagraph (D)(i) of the definition of Series Junior Lien Payments) do not constitute in excess of twenty percent (20%) of the Annual Gross Junior Lien Debt Service; or

(iii) they are approved by the issuer of each Bond Credit Facility issued for the benefit of at least ten percent (10%) in aggregate principal amount of Junior Lien Bonds outstanding.

"System Junior Lien Payments Account" shall have the meaning ascribed thereto in Section 4.5 hereof.

"System Payments" shall have the meaning set forth in the Master Senior Lien Resolution.

"System Pledged Revenues" shall have the meaning set forth in the Master Senior Lien Resolution, as follows:

> ***"System Pledged Revenues"*** *shall mean (1) Net Revenues plus System Payments (as defined in the Master Senior Lien Bond Resolution), and (2) until applied in accordance with the provisions of the Master Senior Lien Bond Resolution, amounts on deposit in the funds and accounts established under the Master Senior Lien Resolution, except for (A) monies on deposit in the Rebate Account, (B) monies in any fund or account to the extent that amounts on deposit in such fund or account are used to pay any Cost of Operation or Non-System Project Operating Expenses, and (C) monies deposited in a subaccount of the Debt Service Reserve Account to the extent that monies on deposit in such subaccount are pledged solely for the payment of a particular Series of Senior Lien Bonds under the Master Senior Lien Resolution.*

provided however, that the pledge of and lien on System Pledged Revenues granted to the Holders of the Junior Lien Bonds pursuant to the Master Junior Lien Resolution is junior, inferior and subordinate in all respects to the obligations of the Authority under the Master Senior Lien Bond Resolution, including, without limitation, any payment obligations with respect to Senior Lien Bonds issued thereunder.

"System Project" shall have the meaning set forth in the Master Senior Lien Resolution.

"System Projects Fund" shall have the meaning ascribed thereto in Section 4.5 of the Master Senior Lien Bond Resolution (the full name of this fund is the "Expressway System Projects Fund").

"Taxable Junior Lien Bonds" shall mean Junior Lien Bonds issued on the basis that the interest thereon is not, in any manner, exempt from federal income taxation or excludable from gross income for federal income tax purposes.

"Term Junior Lien Bonds" shall mean the Junior Lien Bonds of a Series which shall be stated to mature on one date and for the amortization of which payments are required to be made into the Junior Lien Bond Redemption Subaccount in the Junior Lien Sinking Fund Account as may be provided by a Supplemental Junior Lien Authorizing Resolution.

"TIFIA Act" shall mean the Transportation Infrastructure Finance and Innovation Act of 1998, § 1501 *et seq.* of Public Law 105-178 (as amended by Public Law 105-206, Public Law 109-59 and Public Law 112-141), as codified as 23 U.S.C. § 601, *et seq.*

"TIFIA Loan" shall mean any loan made to the Authority pursuant to the TIFIA Act.

"Trustee" shall mean, with respect to any Series of Junior Lien Bonds, the trustee designated by the Supplemental Junior Lien Authorizing Resolution authorizing the issuance of such Series of Junior Lien Bonds, or any successor thereto.

"Variable Rate Junior Lien Bonds" shall mean Junior Lien Bonds, which may be either Serial Junior Lien Bonds or Term Junior Lien Bonds, outstanding with a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire remaining term thereof.

"Verification Agent" shall mean an independent nationally recognized certified public accountant or other professional who regularly provides verification services selected by the Authority pursuant to a Supplemental Junior Lien Authorizing Resolution.

SECTION 1.3 CONSTRUCTION. The Master Junior Lien Resolution, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(A) The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms used in the Master Junior Lien Resolution shall refer to the Master Junior Lien Resolution in its entirety unless the context clearly indicates otherwise.

(B) Words in the singular number include the plural, and words in the plural include the singular.

(C) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.

(D) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.

(E) The titles or descriptive headings applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease of reference and in no way define, limit or describe the scope or intent of any provisions of the Master Junior Lien Resolution.

(F) Capitalized terms used in the preambles to the Master Junior Lien Resolution and not otherwise defined shall have the meanings given to such terms in this Article I.

SECTION 1.4 FINDINGS. It is hereby found, determined, and declared as follows:

(A) That, pursuant to Florida Statutes, Section 348.754, the Authority is empowered to acquire, hold, construct, improve, maintain, operate, own and lease, in the capacity of lessor, the System.

(B) The Master Junior Lien Resolution is being adopted by the Authority for the purpose of authorizing the issuance from time to time of Junior Lien Bonds of the Authority permitted by the terms of the Master Senior Lien Bond Resolution and in accordance with and subject to the terms of the Master Junior Lien Resolution and the Act.

(C) That the principal of and interest on the Junior Lien Bonds shall be payable from the System Pledged Revenues and Supplemental Payments in accordance with the terms hereof, and the pledge and lien on the System Pledged Revenues and Supplemental Payments shall be junior, inferior and subordinate to the Senior Lien Bonds issued pursuant to the Master Senior Lien Bond Resolution and in all other respects, and to the extent provided herein or in a Supplemental Junior Lien Authorizing Resolution, certain Series of Junior Lien Bonds may be secured by Supplemental Junior Lien Payments or Series Junior Lien Payments.

(D) That the Authority has previously entered into the SIB Loan with the Department, which is payable on a parity basis with the Junior Lien Bonds from System Pledged Revenues. For the sole purpose of establishing the priority of payments from System Pledged Revenues on parity with the Junior Lien Bonds issues hereunder, the SIB Loan shall be considered a Junior Lien Bond.

(E) That tolls, fares, or other charges are to be fixed, established and collected by the Authority pursuant to the provisions of the Master Senior Lien Resolution for the use of the System until the Junior Lien Bonds have been paid and retired.

SECTION 1.5 MASTER JUNIOR LIEN RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Junior Lien Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Master Junior Lien Resolution shall be deemed to be and shall constitute a contract between the Authority and such Junior Lien Bondholders (and any Bond Credit Facility Issuer); and the covenants and agreements herein set forth to be performed by the Authority shall be for the equal benefit, protection, and security of the legal Holders of any and all of the Junior Lien Bonds (and any

Bond Credit Facility Issuer), all of which shall be of equal rank and without preference, priority, or distinction as to any of the Junior Lien Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 1.6 LIMITED OBLIGATIONS. The Junior Lien Bonds and all obligations under the Master Junior Lien Resolution are limited obligations of the Authority payable solely from a subordinate lien on System Pledged Revenues, and, if applicable, any Supplemental Payments (including Interlocal Agreement Payments), Supplemental Junior Lien Payments or Series Junior Lien Payments hereafter pledged to the payment of one or more Series of Junior Lien Bonds and earnings on funds held in certain funds and accounts, as respectively provided in the Master Junior Lien Resolution. The subordinate pledge of and lien on System Pledged Revenues and Supplemental Payments hereunder is expressly junior, inferior and subordinate in all respects to the Senior Lien Bonds issued pursuant to the Master Senior Lien Bond Resolution as to the pledge of, lien on and source and security for payment from the System Pledged Revenues and Supplemental Payments and in all other respects. Neither the State of Florida, Lake County, Florida, Orange County, Florida, Osceola County, Florida, Seminole County, Florida, the City of Orlando, Florida, nor any political subdivision of the State of Florida shall be liable for the payment of the principal of, premium, if any, or interest on the Junior Lien Bonds, and the full faith and credit of the State of Florida, Lake County, Florida, Orange County, Florida, Osceola County, Florida, Seminole County, Florida, the City of Orlando, Florida, or of any other political subdivision of the State of Florida shall not be deemed to have been pledged for the payment of the principal of, premium, if any, or interest on the Junior Lien Bonds. The Authority has no taxing power. No owner of any of the Junior Lien Bonds shall ever have the right to compel the exercise of the ad valorem taxing power of Lake County, Florida, Orange County, Florida, Osceola County, Florida, Seminole County, Florida, the City of Orlando, Florida, or any other political subdivision of the State of Florida, or taxation in any form of real property located therein, or the application of any funds, other than funds pledged for the payment of the Junior Lien Bonds. The Junior Lien Bonds are not secured by a mortgage on or security interest in any of the real or personal property constituting part of the Expressway System.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION, AND REGISTRATION OF JUNIOR LIEN BONDS

SECTION 2.1 AUTHORIZATION OF THE JUNIOR LIEN BONDS.

(A) Subject and pursuant to the provisions of the Master Junior Lien Resolution, the Expressway Act, and other applicable provisions of law, Junior Lien Bonds are hereby authorized to be issued from time to time, as hereinafter provided, by the Authority. Unless otherwise specified by Supplemental Junior Lien Authorizing Resolution, Junior Lien Bonds issued under the Master Junior Lien Resolution shall be designated "Central Florida Expressway Authority Junior Lien Revenue Bonds", which may be issued in one or more Series as

hereinafter provided. The aggregate principal amount of the Junior Lien Bonds which may be executed, authenticated (if applicable) and issued and delivered under the Master Junior Lien Resolution is not limited except as may hereafter be provided in the Master Junior Lien Resolution or in any Supplemental Junior Lien Authorizing Resolution or as may be limited by law. The Authority is authorized to issue bond anticipation notes, in anticipation of the issuance of the Junior Lien Bonds, as provided by applicable law.

(B) The Junior Lien Bonds may, if and when authorized by one or more Supplemental Junior Lien Authorizing Resolutions, be issued in one or more Series. The designation of each Series shall include such further appropriate particular designation added to or incorporated in the title for the Junior Lien Bonds of such Series as the Authority may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

SECTION 2.2 DESCRIPTION OF JUNIOR LIEN BONDS. Unless otherwise specified by the Authority pursuant to a Supplemental Junior Lien Authorizing Resolution, the following terms shall apply to each Series of Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution:

(A) the Junior Lien Bonds shall be issued in the form of fully registered Junior Lien Bonds, which may be certificated or in book entry form, or both, as provided by a Supplemental Junior Lien Authorizing Resolution;

(B) the Junior Lien Bonds shall be dated as determined by a Supplemental Junior Lien Authorizing Resolution relating to the issuance of such Series of Junior Lien Bonds, shall be subject to redemption, purchase or tender all as set forth in the Supplemental Junior Lien Authorizing Resolution authorizing such Series of Junior Lien Bonds, and shall mature on such dates, in such years and in such amounts, as provided for by a Supplemental Junior Lien Authorizing Resolution;

(C) the Junior Lien Bonds of a Series shall be payable, with respect to interest, principal and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts;

(D) The subordinate pledge of and lien on System Pledged Revenues and Supplemental Payments hereunder is expressly junior, inferior and subordinate in all respects to the Senior Lien Bonds issued pursuant to the Master Senior Lien Bond Resolution as to the pledge of, lien on and source and security for payment from the System Pledged Revenues and Supplemental Payments and in all other respects. The subordinate pledge of and lien on System Pledged Revenues securing the Junior Lien Bonds is on parity with the pledge and lien on System Pledged Revenues securing the SIB Loan. The subordinate pledge of and lien on System Pledged Revenues hereunder securing the Junior Lien Bonds and the SIB Loan is senior to the pledge and lien on System Subordinate Pledged

Revenues (as defined in the Master Subordinate Lien Resolution) deposited into the System General Reserve Fund securing the payment by the Authority of obligations and amounts under the Master Subordinate Lien Bond Resolution, including without limitation, Subordinate Bonds issued thereunder and the Department Long Term Debt, provided, however, that certain Subordinate Bonds currently outstanding shall ascend to Junior Lien Bond status upon the repayment of the Department Long Term Debt in accordance with the Master Subordinate Lien Resolution and Section 4.3 hereof.

(E) the Junior Lien Bonds shall bear interest as provided by a Supplemental Junior Lien Authorizing Resolution, from their date at a rate not exceeding the maximum lawful rate per annum, with interest mailed, or in certain cases made by wire transfer as provided by a Supplemental Junior Lien Authorizing Resolution, to the registered Holder thereof by the Paying Agent at the address shown on the registration books of the Authority held by the Registrar as of the Record Date, provided, however, that if the Record Date is not a Business Day, then to the Registered Owner and at the registered address shown on the registration books of the Authority at the close of business on the Business Day next preceding such Record Date except for Capital Appreciation Junior Lien Bonds, which shall bear interest as described under the defined term "Accreted Amount," payable only upon redemption, acceleration or maturity thereof;

(F) the Junior Lien Bonds shall be lettered and shall be numbered in such manner as may be provided by Supplemental Junior Lien Authorizing Resolution; and

(G) the Junior Lien Bonds shall be in such denomination and such form as provided by the Authority herein, or pursuant to a Supplemental Junior Lien Authorizing Resolution.

(H) The Authority may authorize by Supplemental Junior Lien Authorizing Resolution the delivery of one or more Bond Credit Facilities with respect to any Series of Junior Lien Bonds (or may substitute one Bond Credit Facility for another) and the execution and delivery of any Junior Lien Bond Credit Facilities and related Bond Credit Facilities Agreements deemed necessary in connection therewith.

(I) The Authority may authorize by Supplemental Junior Lien Authorizing Resolution the issuance and delivery of one or more Reserve Account Credit Facilities and the execution and delivery of any Reserve Account Credit Facility Agreements deemed necessary in connection therewith.

(J) The Authority may authorize by Supplemental Junior Lien Authorizing Resolution the issuance of Variable Rate Junior Lien Bonds with tender, put, or similar features, or other types of Bonds described herein. The Authority may provide for the appointment of such remarketing agents, indexing

agents, tender agents or other agents as the Authority may determine in connection with such Junior Lien Bonds.

SECTION 2.3 EXECUTION OF JUNIOR LIEN BONDS. The Junior Lien Bonds shall be executed by the Chairman or Vice-Chairman of the Authority, and attested by the Secretary or an Assistant Secretary of the Authority, or such other officers as may be designated by Supplemental Junior Lien Authorizing Resolution, and the corporate seal of the Authority or a facsimile thereof shall be affixed thereto or reproduced thereon. The facsimile signatures of the Chairman or Vice-Chairman, and the Secretary or an Assistant Secretary, or such other officer, may be imprinted or reproduced on the Junior Lien Bonds, provided that, at least one signature, which may be that of the Registrar, required to be placed on the Junior Lien Bonds shall be manually subscribed. In the event that the laws of Florida relevant to the requirements for facsimile or manual signatures are changed prior to the delivery of the Junior Lien Bonds, then the signatures which are actually imprinted, reproduced, or manually subscribed on the Junior Lien Bonds shall be in compliance with said amended laws. In case any one or more of the officers who shall have signed or sealed any of the Junior Lien Bonds shall cease to be such officer of the Authority before the Junior Lien Bonds so signed and sealed shall have been actually sold and delivered, such Junior Lien Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Junior Lien Bonds had not ceased to hold such office. Any Junior Lien Bonds may be signed and sealed on behalf of the Authority by such person as at the actual time of the execution of such Junior Lien Bonds shall hold the proper office, although at the date of such Junior Lien Bonds such person may not have held such office or may not have been so authorized. A certification as to Circuit Court validation, if applicable, in the form hereinafter provided, shall be executed with the manual or facsimile signature of any present or future Chairman of the Authority.

SECTION 2.4 AUTHENTICATION. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Junior Lien Bond substantially in the form set forth in the Master Junior Lien Resolution or the Supplemental Junior Lien Authorizing Resolution authorizing such Junior Lien Bond shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Junior Lien Bond shall be conclusive evidence that such Junior Lien Bond has been authenticated and delivered hereunder. The Registrar's certificate of authentication on any Junior Lien Bond shall be deemed to have been executed by it if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Junior Lien Bonds issued hereunder. Each Series shall be authorized by the adoption of a Supplemental Junior Lien Authorizing Resolution, which shall specify such terms and conditions, relative to the Junior Lien Bonds of such Series, and such other matters relative thereto, not inconsistent with the Master Junior Lien Resolution, as the Authority shall determine, including but not limited to, the purpose or purposes for which each such Series of Junior Lien Bonds is being issued. The Authority shall deliver executed Junior Lien Bonds of each Series to the Registrar for authentication. Subject to the satisfaction of the conditions for authentication of Junior Lien Bonds set forth herein and in the Supplemental Junior Lien Authorizing Resolution, the Registrar shall authenticate such Junior Lien Bonds, and deliver them upon the order of the Authority to the purchasers thereof upon the payment by the purchasers to the Registrar for the account of the Authority of the purchase price therefor. Delivery of such Junior Lien Bonds by the Registrar shall be full acquittal to the

purchasers for the purchase price of such Junior Lien Bonds. The proceeds of the sale of such Junior Lien Bonds shall, however, be disposed of only as provided herein or as otherwise provided in the related Supplemental Junior Lien Authorizing Resolution.

SECTION 2.5 REGISTRATION, TRANSFER OR EXCHANGE. Unless otherwise provided by Supplemental Junior Lien Authorizing Resolution:

(A) The Junior Lien Bonds shall be issued only as fully registered Junior Lien Bonds without coupons. The Registrar shall be responsible for maintaining the books for the registration of and for the transfer of the Junior Lien Bonds in compliance with the agreement pursuant to which such Registrar acts as Registrar with respect to the Junior Lien Bonds.

(B) Upon surrender to the Registrar for transfer or exchange of any Junior Lien Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Registrar shall deliver in the name of the transferee or transferees a fully registered Junior Lien Bond of authorized denomination of the same Series and maturity for the aggregate principal amount which the Registered Owner is entitled to receive.

(C) The principal amount of the Junior Lien Bonds shall be paid to the Registered Owner or registered assigns on the maturity date of the Junior Lien Bonds, unless redeemed prior thereto as provided in a Supplemental Junior Lien Authorizing Resolution upon presentation and surrender of the Junior Lien Bonds at the principal office of the Registrar.

(D) Interest shall be paid on the Interest Payment Dates to the Registered Owner of record whose name appears on the books of the Registrar as of 5:00 p.m. (local time, New York, New York) on the Record Date, by check or draft mailed from the Registrar to the Junior Lien Bondholder, or upon the written request and at the expense of the Junior Lien Bondholder, by wire transfer for the account of such Junior Lien Bondholder as provided by a Supplemental Junior Lien Authorizing Resolution.

(E) All Junior Lien Bonds presented for transfer, purchase, exchange, redemption or payment (if so required by the Authority or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Authority and the Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

(F) Except as otherwise provided in a Supplemental Junior Lien Authorizing Resolution, the Authority and the Registrar may make a charge sufficient to reimburse either of them for any tax, fee, expense or other governmental charge that may be imposed in connection with any transfer or

exchange of Junior Lien Bonds. Such tax, fee, expense or other governmental charge shall be paid before any such new Junior Lien Bond shall be delivered.

(G) New Junior Lien Bonds delivered upon any transfer, purchase or exchange shall be valid obligations of the Authority, evidencing the same debt as the Junior Lien Bonds surrendered, shall be secured by the Master Junior Lien Resolution, and shall be entitled to all of the security and benefits hereof to the same extent as the Junior Lien Bonds surrendered.

(H) The Authority and the Registrar may treat the Registered Owner of any Junior Lien Bond as the absolute owner thereof for the purpose of receiving payment of, or on account of the principal or redemption price, if applicable, or interest on such Junior Lien Bond, and for all other purposes, whether or not such Junior Lien Bond shall be overdue, and shall not be bound by any notice to the contrary.

(I) The Authority may elect to use a book-entry or immobilization system for issuance and registration of any Series of Junior Lien Bonds, and the details of any such system shall be as fixed by a Supplemental Junior Lien Authorizing Resolution adopted prior to the time of issuance of such Series of Junior Lien Bonds.

(J) Notwithstanding the foregoing provisions of this Section 2.5, the Authority reserves the right, on or prior to the delivery of any particular Series of Junior Lien Bonds, to amend or modify the foregoing provisions relating to registration of the Junior Lien Bonds in order to comply with all applicable laws, rules, and regulations of the United States and the State of Florida relating thereto. The Authority also reserves the right to appoint a successor to the Registrar as bond registrar for all or any Series of the Junior Lien Bonds.

SECTION 2.6 NEGOTIABILITY. The Junior Lien Bonds issued under the Master Junior Lien Resolution shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code Investment Securities Law of the State of Florida, subject to the provisions for registration and transfer contained in the Master Junior Lien Resolution, the Supplemental Junior Lien Authorizing Resolution with respect to a particular Series of Junior Lien Bonds, and in the Junior Lien Bonds.

SECTION 2.7 DESTRUCTION OF JUNIOR LIEN BONDS. Whenever any Junior Lien Bond shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof or for replacement or transfer or exchange, such Junior Lien Bonds shall either be retained by the Registrar for a period of time specified in writing by the Authority or at the option of the Authority, shall be canceled and destroyed by the Registrar and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Authority.

SECTION 2.8 JUNIOR LIEN BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Junior Lien Bond shall be mutilated, or be destroyed, stolen

or lost, the Authority may in its discretion issue and deliver a new Junior Lien Bond of like tenor as the Junior Lien Bond so mutilated, destroyed, stolen, or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Junior Lien Bond destroyed, stolen or lost, and upon the Holder furnishing the Authority proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Authority may prescribe and paying such expenses as the Authority may incur. If any such Junior Lien Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Authority may pay the same, upon being indemnified as aforesaid, and if such Junior Lien Bond be lost, stolen or destroyed without surrender thereof.

Any such duplicate Junior Lien Bonds issued pursuant to this section shall constitute original, additional, contractual obligations on the part of the Authority and the Authority, whether or not the lost, mutilated, stolen or destroyed Junior Lien Bonds be at any time found by anyone and such duplicate Junior Lien Bonds shall be entitled to equal and proportionate benefits and rights as to lien, source and security for payment, pursuant to the Master Junior Lien Resolution, from the System Pledged Revenues. The Authority may, by Supplemental Junior Lien Authorizing Resolution, provide a different procedure for mutilated, stolen or lost Junior Lien Bonds issued under such Supplemental Junior Lien Authorizing Resolution.

SECTION 2.9 TEMPORARY JUNIOR LIEN BONDS. Until the definitive Junior Lien Bonds of any Series are prepared, the Authority may execute, in the same manner as is provided in Section 2.3, and deliver, upon authentication by the Registrar pursuant to Section 2.4 hereof, in lieu of definitive Junior Lien Bonds, but subject to the same provisions, limitations and conditions as the definitive Junior Lien Bonds, except as to the denominations thereof, one or more temporary Junior Lien Bonds substantially of the tenor of the definitive Junior Lien Bonds in lieu of which such temporary Bond or Junior Lien Bonds are issued, in denominations authorized by the Authority by Supplemental Resolution, and with such omissions, insertions and variations as may be, appropriate to temporary Junior Lien Bonds. The Authority, at its own expense, shall prepare and execute definitive Junior Lien Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Junior Lien Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Junior Lien Bonds, of the same aggregate principal amount and Series and maturity as the temporary Junior Lien Bonds surrendered. Until so exchanged, the temporary Junior Lien Bonds shall in all respects be entitled to the same benefits and security as definitive Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution. All temporary Junior Lien Bonds surrendered in exchange for another temporary Junior Lien Bond or Junior Lien Bonds or for a definitive Junior Lien Bond or Junior Lien Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.10 FORM OF JUNIOR LIEN BONDS. The text of the Junior Lien Bonds shall be substantially of the following tenor, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by the Master Junior Lien Resolution or any Supplemental Junior Lien Authorizing Resolution adopted prior to the issuance thereof; provided however that, to the extent permitted by applicable law, the Authority may adopt by Supplemental Junior Lien Authorizing Resolution additional forms of the Junior Lien Bonds, which may include, without limitation, forms of loan agreements, notes and other evidences of indebtedness.

No. SR-__ [CUSIP No. _____]

UNITED STATES OF AMERICA
STATE OF FLORIDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
JUNIOR LIEN REVENUE [REFUNDING] BOND
SERIES OF ____

MATURITY DATE _____

INTEREST RATE _____%

ORIGINAL ISSUE DATE _____

REGISTERED OWNER _____

PRINCIPAL AMOUNT _____DOLLARS

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (herein called the "Authority"), for value received, hereby promises to pay to the Registered Owner or registered assigns from the special funds hereinafter described, on the Maturity Date, unless redeemed prior thereto as hereinafter provided, upon the presentation and surrender hereof at the principal office of [Name of Registrar and Paying Agent], [City and State of Registrar and Paying Agent], as Registrar and Paying Agent, the Principal Amount shown above and to pay to the Registered Owner hereof, solely from such special funds, by check or draft mailed, or, in certain cases, by wire transfer, to such Registered Owner at his address as it appears at 5:00 p.m. (local time, New York, New York) on the Record Date, on the registration books kept by the Registrar under the Resolution hereinafter referred to, interest on such Principal Amount from the date hereof or from the most recent interest payment date to which interest has been paid, whichever is applicable, at the Interest Rate per annum specified above until the payment of said Principal Amount, such interest being payable on the first day of _____ and the first day of _____ in each year. The Record Date for the _____ payment is _____, and the Record Date for the _____ payment is _____. Both the principal of and interest on this Junior Lien Bond are payable in lawful money of the United States of America.

This Junior Lien Bond is one of an authorized issue of Junior Lien Revenue Bonds in the aggregate principal amount of _____ Dollars ($_____) (the "_____ Junior Lien Bonds") issued for the purpose of [_____ _____] under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including Chapter 348, Part III, Florida Statutes and other applicable provisions of law, and pursuant to and as more fully described in that certain Master Junior Lien Bond Resolution adopted by the Authority on _____,

2015 (the "Master Junior Lien Resolution"), as amended, supplemented or restated from time to time, and in particular, as supplemented by that certain _____ Supplemental Junior Lien Revenue Bond Resolution, adopted by the Authority on _____, 2015 (the "_____ Supplemental Resolution," and together with the Master Junior Lien Resolution, collectively, the "Junior Lien Resolution"). Capitalized terms used herein but not defined shall have the respective meanings set forth in the Junior Lien Resolution.

(Insert Redemption Provisions)

Under the Junior Lien Resolution the principal of and interest on this _____ Junior Lien Bond are payable from a subordinate lien on System Pledged Revenues of the Central Florida Expressway System (the "System"), Supplemental Payments and [describe other payments pledged to a particular Series of Junior Lien Bonds]. System Pledged Revenues currently consist primarily in each year of revenues (primarily toll revenues for use of the System) deposited into the System General Revenue Fund established under the Authority's Amended and Restated Master Bond Resolution, adopted by the Authority on February 3, 2003 (the "Master Senior Lien Bond Resolution"), that are available for the purposes of the Junior Lien Resolution.

The subordinate pledge of and lien on System Pledged Revenues and Supplemental Payments hereunder is expressly junior, inferior and subordinate in all respects to the Senior Lien Bonds issued pursuant to the Master Senior Lien Bond Resolution as to the pledge of, lien on and source and security for payment from the System Pledged Revenues and Supplemental Payments and in all other respects.

The pledge of and lien on System Pledged Revenues securing the Junior Lien Bonds is on parity with the pledge and lien on System Pledged Revenues securing the SIB Loan.

The pledge of and lien on System Pledged Revenues securing the Junior Lien Bonds and the SIB Loan is senior to the pledge and lien on such revenues deposited into the System General Reserve Fund securing the payment by the Authority of obligations and amounts under the Master Subordinate Lien Bond Resolution, including without limitation, Subordinate Bonds issued thereunder and the Department Long Term Debt.

Pursuant to the Junior Lien Resolution, the Authority may pledge additional revenue sources as System Junior Lien Payments as defined in the Junior Lien Resolution which shall constitute part of the System Pledged Revenues. The Authority is also permitted, pursuant to the Junior Lien Resolution, to pledge certain Supplemental Junior Lien Payments and Series Junior Lien Payments as security for the payment of Junior Lien Bonds issued thereunder. For the complete terms of the application of the System Pledged Revenues and the other terms thereof, reference is made to the Junior Lien Resolution.

Effective on and after the first to occur of: (A) the date that the Department Long Term Debt has been paid in full or fully defeased and discharged, or (B) the date that the Department has consented in writing to such amendment, the Subordinate Bonds shall be deemed to be issued and outstanding under the Master Junior Lien Resolution, and the amounts deposited into the accounts and subaccounts established under the Master Subordinate Lien Resolution for the security and payment of the Subordinate Bonds shall be transferred to the corresponding

accounts and subaccounts established under the Master Junior Lien Resolution, and transfers may be made and adopted by the Authority without the prior consent (written or otherwise) of the Holders of the Subordinate Bonds then Outstanding. Such ascension shall be treated as the issuance of Additional Junior Lien Bonds under the Master Junior Lien Resolution, the Authority shall comply with the requirements of Section 5.5 of the Master Junior Lien Resolution in connection with such ascension, and a Junior Lien Bond in the principal amount of Subordinate Bonds ascending will be issued to the holder of such Subordinate Bonds and such Subordinate Bonds shall be cancelled.

This _____ Junior Lien Bond has all the qualities and incidents of a negotiable investment security under the Uniform Commercial Code - Investment Securities Law of the State of Florida. The original Registered Owner and each successive Registered Owner of this _____ Junior Lien Bond is conclusively deemed by his acceptance hereof to have agreed that this _____ Junior Lien Bond shall be and have all the qualities and incidents of a negotiable investment security under the Uniform Commercial Code - Investment Securities Law of the State of Florida.

THE _____ JUNIOR LIEN BONDS SHALL BE LIMITED OBLIGATIONS OF THE AUTHORITY AND SHALL NOT OTHERWISE CONSTITUTE AN OBLIGATION EITHER GENERAL OR SPECIAL OF THE STATE OF FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA, OR OF ANY LOCAL GOVERNMENT THEREOF, AND NEITHER THE STATE OF FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA, NOR ANY LOCAL GOVERNMENT THEREOF SHALL BE LIABLE THEREON, NOR SHALL THE FAITH, REVENUES AND CREDIT OF THE STATE OF FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA, OR OF ANY LOCAL GOVERNMENT THEREOF BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE _____ JUNIOR LIEN BONDS. NO HOLDER OR HOLDERS OF ANY JUNIOR LIEN BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY ISSUED HEREUNDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA, OR TAXATION IN ANY FORM OF ANY REAL OR PERSONAL PROPERTY THEREIN, OR THE APPLICATION OF ANY OTHER FUNDS OF THE AUTHORITY OR THE STATE OF FLORIDA LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OR THE CITY OF ORLANDO, FLORIDA TO PAY THE JUNIOR LIEN BONDS OR THE INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. THE _____ JUNIOR LIEN BONDS ARE PAYABLE, BOTH AS TO PRINCIPAL AND INTEREST, SOLELY FROM A SUBORDINATE LIEN ON SYSTEM PLEDGED REVENUES[,] [DESCRIBE OTHER PAYMENTS PLEDGED AS SUPPLEMENTAL JUNIOR LIEN PAYMENTS SECURING THE _____ JUNIOR LIEN BONDS] [AND FROM] [DESCRIBE OTHER PAYMENTS PLEDGED AS SERIES JUNIOR LIEN PAYMENTS SECURING THE _____ JUNIOR LIEN BONDS].

This _____ Junior Lien Bond may be transferred only upon the books of the Authority kept by the Registrar, under the Resolution, upon surrender thereof at the principal office of the Registrar with an assignment duly executed by the Registered Owner or his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this _____ Junior Lien Bond. Upon any such transfer, there shall be executed in the name of the transferee, and the Registrar shall deliver a new registered bond or _____ Junior Lien Bonds in the same aggregate principal amount and series, maturity and interest rate of the authorized denominations as the surrendered bond.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS _____ JUNIOR LIEN BOND SET FORTH ON THE REVERSE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this _____ Junior Lien Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Florida applicable thereto, and that the issuance of this _____ Junior Lien Bond and of the issue of _____ Junior Lien Bonds of which this _____ Junior Lien Bond is one does not violate any constitutional or statutory limitation of indebtedness.

By purchasing and accepting delivery of this _____ Junior Lien Bond, the holders of the _____ Junior Lien Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

This _____ Junior Lien Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

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IN WITNESS WHEREOF, the Authority has issued this _____ Junior Lien Bond and has caused the same to be executed by the Chairman or Vice-Chairman of the Authority, either manually or by his facsimile signature, attested with the manual or facsimile signatures of the Secretary or an Assistant Secretary of the Authority, and a facsimile of the corporate seal of the Authority to be imprinted hereon, all as of the _____ day of _____, 20__.

(SEAL)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Name: _____
Its: [Vice] Chairman

ATTEST:

By:_____
[Assistant] Secretary

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This _____ Junior Lien Bond is one of the _____ Junior Lien Bonds of the issue described in the within mentioned Junior Lien Resolution.

_____
_____, AS REGISTRAR

By_____
Authorized Signature

Date of Authentication _____, 20__.

[CERTIFICATION OF VALIDATION
[If Applicable]

This _____ Junior Lien Bond is one of a Series of _____ Junior Lien Bonds which were validated and confirmed by Judgment of the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, rendered on _____ __, 20__.

_____
[Vice] Chairman]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

_____

(PLEASE PRINT OR TYPEWRITE NAME, SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE AND ADDRESS INCLUDING ZIP CODE OF ASSIGNEE)

_____

the within Junior Lien Bond of the Central Florida Expressway Authority and hereby irrevocably constitutes and appoints _____ attorney to transfer the said Junior Lien Bond on the Books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security Number or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants in the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____
under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III

REDEMPTION OF JUNIOR LIEN BONDS

SECTION 3.1 RIGHT OF REDEMPTION. The Junior Lien Bonds of each Series shall be subject to redemption prior to maturity at such times, at such redemption prices and upon such terms (in addition to the terms contained in the Master Junior Lien Resolution) and in such manner as may be determined by the Authority pursuant to a Supplemental Junior Lien Authorizing Resolution. To the extent that the terms regarding the redemption of a Series of Junior Lien Bonds are set forth in a Supplemental Junior Lien Authorizing Resolution and are inconsistent with the terms of the Master Junior Lien Resolution, the terms of the Supplemental Junior Lien Authorizing Resolution shall be controlling. The redemption of Junior Lien Bonds may be conditioned upon the occurrence or failure to occur of certain events or actions which shall be specified in the notice of redemption for such Junior Lien Bonds.

SECTION 3.2 NOTICE OF REDEMPTION. Unless otherwise provided by a Supplemental Junior Lien Authorizing Resolution, and unless waived by any Holder of Junior Lien Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Authority mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (20) days prior to the date fixed for redemption to each Holder of Junior Lien Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of Junior Lien Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Junior Lien Bonds to be redeemed. To the extent applicable to a Series of Junior Lien Bonds, any notice of optional redemption given pursuant to this Section 3.2 may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the Redemption Date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs.

Every official notice of redemption shall be dated and shall state: (a) the redemption date, (b) the redemption price of the Junior Lien Bonds to be redeemed, (c) if less than all outstanding Junior Lien Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Junior Lien Bond, the principal amount) of each Junior Lien Bond to be redeemed, (d) that on the redemption date the redemption price will become due and payable upon each such Junior Lien Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, (e) any conditions to the redemption, and (e) that such Junior Lien Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price plus accrued interest at the office of the Paying Agent.

In addition to the foregoing notice, further notice shall be given by the Authority as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed:

(A) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Junior Lien Bonds being redeemed; (2) the original issue date of the Junior Lien Bonds; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Junior Lien Bonds being redeemed.

(B) Each further notice of redemption shall be sent by registered or certified mail or overnight delivery service or telecopy to any to any Rating Agency whose rating is then on the Junior Lien Bonds, to the issuer of any Bond Credit Facility and to all registered securities depositories then in the business of holding substantial amounts of obligations of types similar to the type of which the Junior Lien Bonds consist and to one or more national information services that disseminate notices of prepayment or redemption of obligations such as the Junior Lien Bonds.

The notice of redemption described in this section need not be given as described above if the Junior Lien Bonds called for redemption are registered pursuant to a book-entry only system.

SECTION 3.3 SELECTION OF JUNIOR LIEN BONDS TO BE REDEEMED. The Junior Lien Bonds shall be redeemed in denominations of $5,000 each and integral multiples thereof or such other denominations as are approved by the Authority prior to delivery of any Junior Lien Bonds and integral multiples thereof. The Authority shall, at least thirty (30) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Junior Lien Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Junior Lien Bonds of a single maturity, the particular Junior Lien Bonds or portions of Junior Lien Bonds to be redeemed shall be selected by the Registrar from the Outstanding Junior Lien Bonds of the maturity or maturities designated by the Authority by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Junior Lien Bonds or portions of Junior Lien Bonds in principal amounts of $5,000 and such other denominations as are approved by the Authority prior to delivery of any Junior Lien Bonds and integral multiples thereof. Notwithstanding the foregoing, the Authority may provide by Supplemental Junior Lien Authorizing Resolution for the redemption of Outstanding Junior Lien Bonds held by a Bond Credit Facility Issuer prior to any other Junior Lien Bonds.

If less than all of the Outstanding Junior Lien Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Authority and Paying Agent (if the Registrar is not the Paying Agent for such Junior Lien Bonds) in writing of the Junior Lien Bonds or portions of Junior Lien Bonds selected for redemption and, in the case of any Junior Lien Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.4 REDEMPTION OF PORTIONS OF JUNIOR LIEN BONDS. Except as provided in any Supplemental Junior Lien Authorizing Resolution, any Junior Lien Bond which is to be redeemed only in part shall be surrendered at any place of payment specified

in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Authority shall execute and the Registrar shall authenticate and deliver to the Holder of such Junior Lien Bond, without service charge, a new Junior Lien Bond or Junior Lien Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Junior Lien Bonds so surrendered.

SECTION 3.5 PAYMENT OF REDEEMED JUNIOR LIEN BONDS. Official notice of redemption having been given substantially as aforesaid, the Junior Lien Bonds or portions of Junior Lien Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority shall default in the payment of the Redemption Price) such Junior Lien Bonds or portions of Junior Lien Bonds shall cease to bear interest. Upon surrender of such Junior Lien Bonds for redemption in accordance with said notice, such Junior Lien Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate redemption price, plus accrued interest. Each check or other transfer of funds issued by the Registrar and/or Paying Agent for the purpose of the payment of the redemption price of Junior Lien Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Junior Lien Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Junior Lien Bonds which have been redeemed shall be cancelled by the Registrar and shall not be reissued.

SECTION 3.6 OPTION TO SELL RIGHT TO REDEEM OR PURCHASE JUNIOR LIEN BONDS. The Authority shall be entitled to reserve or exercise the right to sell, assign or transfer one or more Option Rights with respect to any Series of Junior Lien Bonds as provided for in a Supplemental Junior Lien Authorizing Resolution adopted prior to the issuance of such Series of Junior Lien Bonds.

ARTICLE IV

SECURITY, FUNDS AND APPLICATION THEREOF

SECTION 4.1 JUNIOR LIEN BONDS NOT GENERAL INDEBTEDNESS OF THE STATE OF FLORIDA OR OF THE AUTHORITY. The Junior Lien Bonds or other obligations authorized pursuant to the Master Junior Lien Resolution (including without limitation, Qualified Junior Lien Swap Payments) shall not be and shall not constitute a general indebtedness of the State of Florida or the Authority, within the meaning of any constitutional, statutory or charter provisions or limitations; but shall be limited obligations of the Authority, payable solely from the subordinate lien on System Pledged Revenues and Supplemental Payments pledged pursuant to the Master Junior Lien Resolution, the amounts on deposit in the accounts and subaccounts established in accordance with the terms of the Master Junior Lien Resolution, or a Supplemental Junior Lien Authorizing Resolution with respect to a particular Series of Junior Lien Bonds, and, to the extent provided with respect to any Series of Junior Lien Bonds or other obligations, Supplemental Junior Lien Payments and Series Junior Lien Payments, all in the manner provided herein. No Holder or Holders of any Junior Lien Bonds or other obligations of the Authority issued hereunder shall ever have the right to compel the

exercise of the taxing power of the State of Florida, or taxation in any form of any real or personal property therein, or the application of any other funds of the Authority or the State of Florida to pay the Junior Lien Bonds or the interest thereon. The Authority has no taxing power.

SECTION 4.2 JUNIOR LIEN BONDS SECURED BY SUBORDINATE PLEDGE OF SYSTEM PLEDGED REVENUES.

(A) The payment of the principal of, premium, if any, and interest on all of the Junior Lien Bonds issued hereunder, including any Additional Junior Lien Bonds hereafter issued as provided herein or Qualified Junior Lien Swap Payments related to such Junior Lien Bonds, shall be secured forthwith equally and ratably by, and the Authority does hereby grant to the Holders of all of the Outstanding Junior Lien Bonds issued hereunder a lien on and pledge of the System Pledged Revenues in an amount sufficient to pay the principal of, premium, if any, and interest on the Junior Lien Bonds and to make the payments into the Junior Lien Sinking Fund Account and all other payments provided for in the Master Junior Lien Resolution, and such System Pledged Revenues are hereby irrevocably pledged to the payment of the principal of, premium, if any, and interest on the Junior Lien Bonds, and other payments provided for herein, as the same become due and payable.

(B) The pledge of and lien on System Pledged Revenues and Supplemental Payments hereunder is expressly junior, inferior and subordinate in all respects to the Senior Lien Bonds issued pursuant to the Master Senior Lien Bond Resolution as to the pledge of, lien on and source and security for payment from the System Pledged Revenues and Supplemental Payments and in all other respects. The subordinate pledge of and lien on System Pledged Revenues securing the Junior Lien Bonds is on parity with the pledge and lien on System Pledged Revenues securing the SIB Loan. The pledge of and lien on System Subordinate Pledged Revenues (as defined in the Master Subordinate Lien Resolution) deposited into the System General Reserve Fund securing the payment by the Authority of obligations and amounts under the Master Subordinate Lien Bond Resolution, including without limitation, Subordinate Bonds issued thereunder and the Department Long Term Debt, is expressly junior, inferior and subordinate in all respects to the Junior Lien Bonds and the SIB Loan; provided, however, that certain Subordinate Bonds currently outstanding shall ascend to Junior Lien Bond status upon the repayment of the Department Long Term Debt in accordance with the Master Subordinate Lien Resolution and Section 4.3 hereof.

(C) To the extent provided by a Supplemental Junior Lien Authorizing Resolution, a particular Series of Additional Junior Lien Bonds may also be secured by a pledge of or lien on Supplemental Junior Lien Payments or Series Junior Lien Payments or both. Any additional security for any Series of Additional Junior Lien Bonds provided by any pledge of or lien on Supplemental Junior Lien Payments or Series Junior Lien Payments or both shall not affect the parity status or the lien on and right to payment of such Additional Junior Lien Bonds from the System Pledged Revenues securing such Series of Additional Junior Lien Bonds. To the extent provided by a Supplemental Junior Lien Authorizing Resolution, particular Series of Junior Lien Bonds may also be secured by a separate subaccount of the Junior Lien Debt Service Reserve Subaccount established for such Series of Junior Lien Bonds.

SECTION 4.3 ASCENSION OF PRIORITY OF LIEN SECURING SUBORDINATE LIEN BONDS. Effective on and after the first to occur of: (A) the date that the Department Long Term Debt has been paid in full or fully defeased and discharged, or (B) the date that the Department has consented in writing to such amendment, the Subordinate Bonds currently issued and outstanding as of the date of the Master Junior Lien Resolution shall be deemed to be issued and outstanding under the Master Junior Lien Resolution, and the amounts deposited into the accounts and subaccounts established under the Master Subordinate Lien Resolution for the security and payment of such Subordinate Bonds shall be transferred to the corresponding accounts and subaccounts established under the Master Junior Lien Resolution. Such ascension and transfers may be made and adopted by the Authority without the prior consent (written or otherwise) of the Holders of the Subordinate Bonds then Outstanding or the Holders of Outstanding Junior Lien Bonds. Such ascension shall be treated as the issuance of Additional Junior Lien Bonds under the Master Junior Lien Resolution, the Authority shall comply with the requirements of Section 5.5 of the Master Junior Lien Resolution in connection with such ascension, and a Junior Lien Bond in the principal amount of Subordinate Bonds ascending will be issued to the holder of such Subordinate Bonds and such Subordinate Bonds shall be cancelled.

SECTION 4.4 APPLICATION OF PROCEEDS OF JUNIOR LIEN BONDS. Upon receipt of the proceeds from the sale of a Series of Junior Lien Bonds, the Authority shall deposit and apply such proceeds as provided by the Master Junior Lien Resolution and any Supplemental Junior Lien Authorizing Resolution applicable to such Series of Junior Lien Bonds.

SECTION 4.5 ESTABLISHMENT OF ACCOUNTS. The following accounts and subaccounts shall be established, continued and maintained under the Master Junior Lien Resolution so long as Junior Lien Bonds are Outstanding, and shall constitute accounts established under System General Revenue Fund and pursuant to Section 4.7(E) of the Master Senior Lien Bond Resolution:

(i) The "Expressway System Junior Lien Sinking Fund Account" (herein referred to as the "Junior Lien Sinking Fund Account"). There are also hereby created four (4) separate subaccounts in the Junior Lien Sinking Fund Account to be known as the "Junior Lien Interest Subaccount," the "Junior Lien Principal Subaccount," the "Junior Lien Bond Redemption Subaccount," and the "Junior Lien Debt Service Reserve Subaccount".

(ii) The "Expressway System Series Junior Lien Payments Account" (hereinafter referred to as the "Series Junior Lien Payments Account") provided that a Series of Junior Lien Bonds to which Series Junior Lien Payments have been pledged is Outstanding. To the extent necessary to segregate and separately account for Series Junior Lien Payments, the creation and establishment from time to time of separate subaccounts in the Series Junior Lien Payments Account are hereby authorized.

(iii) The "Expressway System Supplemental Junior Lien Payments Account" (hereinafter referred to as the "Supplemental Junior Lien Payments Account"), provided

that a Series of Junior Lien Bonds to which Supplemental Junior Lien Payments have been pledged is Outstanding. To the extent necessary to segregate and separately account for Supplemental Junior Lien Payments (including, without limitation, Interlocal Agreement Payments), the creation and establishment from time to time of one or more separate subaccounts (including, but not limited to, one or more "Interlocal Agreement Payments Subaccounts") in the Supplemental Junior Lien Payments Account are hereby authorized.

(iv) The "Expressway System Junior Lien Payments Account" (hereinafter referred to as the "System Junior Lien Payments Account") provided that System Junior Lien Payments have been pledged and are received by the Authority to secure the repayment of all Junior Lien Bonds. To the extent necessary to segregate and separately account for System Junior Lien Payments, the creation and establishment from time to time of separate subaccounts in the System Junior Lien Payments Account are hereby authorized.

(v) The "Expressway System Junior Lien Construction Account" (hereinafter referred to as the "Junior Lien Construction Account"). The Authority may, by Supplemental Junior Lien Authorizing Resolution, establish individual Construction Subaccounts for particular Series of Junior Lien Bonds issued pursuant to such Supplemental Junior Lien Authorizing Resolution.

(vi) The "Expressway System Junior Lien Bonds Rebate Account" (hereinafter referred to as the "Junior Lien Rebate Account"). The Authority may, by Supplemental Junior Lien Authorizing Resolution, establish individual Junior Lien Rebate Subaccounts for particular Series of Junior Lien Bonds.

(vii) Such other accounts or subaccounts as the Authority shall determine pursuant to a Supplemental Junior Lien Authorizing Resolution.

The Trustee appointed under the initial Supplemental Junior Lien Authorizing Resolution is hereby appointed as Trustee to establish and hold the Accounts established under this Section 4.5.

SECTION 4.6 DESCRIPTION OF ACCOUNTS AND SUBACCOUNTS.

(A) The amounts on deposit in each of the accounts and subaccounts created hereby, including without limitation, the Junior Lien Sinking Fund Account, the Series Junior Lien Payments Account, the Supplemental Junior Lien Payments Account, the System Junior Lien Payments Account and the Junior Lien Construction Account, but excluding the Junior Lien Rebate Account, shall constitute System Pledged Revenues and trust accounts for the purposes provided in the Master Junior Lien Resolution, and shall for the purposes of accounting be kept separate and distinct from all other funds of the Authority and used only for the purposes and in the manner provided herein.

(B) *Junior Lien Sinking Fund Account.*

(i) The Junior Lien Sinking Fund Account and the subaccounts therein (the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount, the Junior Lien Bond Redemption Subaccount, and the Junior Lien Debt Service Reserve Subaccount) shall be held pursuant to the Master Junior Lien Resolution by a Trustee and shall be used on a parity basis to pay debt service payments that are due and owing with respect to Junior Lien Bonds and the SIB Loan. The Series Junior Lien Payments Account, the System Junior Lien Payments Account, and the Junior Lien Construction Account shall be established and maintained by the Authority in a bank or trust company which is eligible under the laws of the State of Florida to receive deposits of municipal funds. The Supplemental Junior Lien Payments Account and the subaccounts therein shall be established and held in compliance with the document or agreement providing for such Supplemental Junior Lien Payments.

(ii) Amounts on deposit in the Junior Lien Bond Redemption Subaccount of the Junior Lien Sinking Fund Account shall be applied solely to the purchase or redemption of Junior Lien Bonds as provided herein. Moneys in the Junior Lien Bond Redemption Subaccount shall first be applied to the payment of the mandatory Junior Lien Sinking Fund Account installments coming due on the next semiannual and annual payment dates, if any and required mandatory redemption payments on the Junior Lien Bonds, if any. Unless otherwise provided by Supplemental Junior Lien Authorizing Resolution, the Authority may at any time purchase any Junior Lien Bonds at prices not greater than the then redemption price of said Junior Lien Bonds. If the Junior Lien Bonds are not then redeemable prior to maturity, the Authority may purchase said Junior Lien Bonds at prices not greater than the redemption price of such Junior Lien Bonds on the next ensuing redemption date. The Trustee shall be mandatorily obligated to use any moneys in the Junior Lien Bond Redemption Subaccount for the redemption prior to maturity of such Junior Lien Bonds in such manner and at such times as shall be determined by a Supplemental Junior Lien Authorizing Resolution; provided, that the Authority shall not be obligated to redeem, in advance of the amortization installment next coming due, such Junior Lien Bonds prior to maturity unless and until there are sufficient moneys on deposit in the Junior Lien Bond Redemption Subaccount to provide for the redemption of at least Twenty Five Thousand Dollars ($25,000) principal amount of Junior Lien Bonds at any one time. If by the application of moneys in the Junior Lien Bond Redemption Subaccount, the Authority shall purchase or call for redemption in any year Junior Lien Bonds in excess of the installment requirement for such year, such excess of Junior Lien Bonds so purchased or redeemed shall be credited in such manner and at such times over the remaining installment payment dates as the Authority shall determine.

(iii) Deposits to the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount and Junior Lien Bond Redemption Subaccount of the Junior Lien Sinking Fund Account shall not be required to the extent moneys are on deposit therein in sufficient amounts and available to make the payments which such deposits are intended to provide for, including, without limitation, amounts

derived from Series Junior Lien Payments, capitalized interest, Junior Lien Debt Service Reserve Subaccount interest earnings, investment earnings on the Junior Lien Interest, Junior Lien Principal and Junior Lien Bond Redemption Subaccounts and payments by a Swap Counterparty pursuant to a Qualified Junior Lien Swap Agreement providing for payments to the Authority.

(C) *Junior Lien Debt Service Reserve Subaccount.*

(i) The Junior Lien Debt Service Reserve Subaccount established hereunder shall be held by the Trustee for the Series of Junior Lien Bonds secured by such subaccount. The Authority shall be required to fully fund the Junior Lien Debt Service Reserve Subaccount in an amount equal to the Junior Lien Debt Service Reserve Requirement, if any, at the time of issuance of any Series of Junior Lien Bonds hereunder, provided however, that, if the Authority elects, by Supplemental Junior Lien Authorizing Resolution adopted prior to the issuance of such Series of Junior Lien Bonds, to fully fund the Junior Lien Debt Service Reserve Subaccount over a period specified in such resolution not to exceed sixty (60) months during which it shall make substantially equal monthly installments in order that the amounts on deposit therein and available amounts under any Reserve Account Credit Facility at the end of such period shall equal the Junior Lien Debt Service Reserve Requirement. If the Junior Lien Debt Service Reserve Subaccount is to be funded in installments as provided in this paragraph, the deposits required to be made to the Junior Lien Debt Service Reserve Subaccount pursuant to the foregoing may be limited to the amount which will be sufficient to pay the required monthly installments specified in such resolution, plus an additional amount necessary to make up any deficiencies caused by withdrawals or resulting from the valuation of investments of funds on deposit therein.

(ii) Moneys in the Junior Lien Debt Service Reserve Subaccount shall be used only for deposit into the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount or Junior Lien Bond Redemption Subaccount when the moneys on deposit in such subaccounts are insufficient to make required payments on the dates and times set forth on the Master Junior Lien Resolution. In the event that any moneys shall be withdrawn from the Junior Lien Debt Service Reserve Subaccount for deposit into the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount or Junior Lien Bond Redemption Subaccount, such withdrawals shall be subsequently restored from the first System Pledged Revenues (and to the extent provided in subsection 4.7(D) below, Series Junior Lien Payments) available to the Authority after all required payments have been made into the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount and Junior Lien Bond Redemption Subaccount, including any deficiencies for prior payments, unless restored by provision or reinstatement of a Reserve Account Credit Facility.

(iii) Any moneys in the Junior Lien Debt Service Reserve Subaccount in excess of the Junior Lien Debt Service Reserve Requirement for the Junior

Lien Bonds may be used for the purposes described in Section 4.7(H) of the Master Senior Lien Bond Resolution.

(iv) In lieu of the amounts required to be on deposit in the Junior Lien Debt Service Reserve Subaccount, the Authority may at any time cause to be deposited into the Junior Lien Debt Service Reserve Subaccount a Reserve Account Credit Facility for the benefit of the Junior Lien Bondholders in an amount, which together with other amounts on deposit therein shall equal the Junior Lien Debt Service Reserve Requirement or, if the Authority has exercised its option to fund the Junior Lien Debt Service Reserve Subaccount in installments, the amount then required to be on deposit in the Junior Lien Debt Service Reserve Subaccount in accordance with such election, which Reserve Account Credit Facility shall be payable or available to be drawn upon, as the case may be (upon the giving of notice as required thereunder) on any interest or principal payment date on which a deficiency exists in the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount or Junior Lien Bond Redemption Subaccount which cannot be cured by funds in any other fund or account held pursuant to the Master Junior Lien Resolution and available for such purpose. If a disbursement is made under the Reserve Account Credit Facility, the Authority shall be obligated to either reinstate the amount available under such Reserve Account Credit Facility or to deposit into the Junior Lien Debt Service Reserve Subaccount from the System Pledged Revenues (and to the extent provided in subsection 4.7(D) below, Series Junior Lien Payments), as herein provided, funds in the amount sufficient to cause the amount on deposit in the Junior Lien Debt Service Reserve Subaccount to equal the Junior Lien Debt Service Reserve Requirement or, if the Authority has exercised its option to fund the Junior Lien Debt Service Reserve Subaccount in installments, the amount then required to be on deposit in the Junior Lien Debt Service Reserve Subaccount in accordance with such election, or a combination of such alternatives.

(v) The Authority may also establish a separate subaccount in the Junior Lien Debt Service Reserve Subaccount for a particular Series of Junior Lien Bonds (a "Series Junior Lien Debt Service Reserve Subaccount") and provide a pledge of such subaccount to the payment of such Series of Junior Lien Bonds apart from the pledge provided herein. To the extent a Series of Junior Lien Bonds is secured separately by a Series Junior Lien Debt Service Reserve Subaccount, the Holders of such Junior Lien Bonds shall not be secured by any other moneys in the Junior Lien Debt Service Reserve Subaccount. Moneys in a Series Junior Lien Debt Service Reserve Subaccount shall be maintained at the Junior Lien Debt Service Reserve Subaccount Requirement applicable to such Series of Junior Lien Bonds secured by such subaccount; provided the Supplemental Junior Lien Authorizing Resolution authorizing such Series of Junior Lien Bonds may establish the Junior Lien Debt Service Reserve Subaccount Requirement relating to such Series Junior Lien Debt Service Reserve Subaccount at such level as the Authority deems appropriate. Moneys shall be deposited in the separate series subaccounts in the Junior Lien Debt Service Reserve Subaccount on a pro-rata basis. In the event the Authority shall maintain

a Reserve Account Credit Facility and moneys in such subaccount, the moneys shall be used prior to making any disbursements under such Reserve Account Credit Facility.

(vi) The Authority may by Supplemental Junior Lien Authorizing Resolution establish a Junior Lien Debt Service Reserve Subaccount Requirement of $0 or any other amount set forth as shall be set forth therein.

(D) *Junior Lien Construction Account.* The Junior Lien Construction Account shall constitute a trust fund for the purposes provided in the Master Junior Lien Resolution, shall for the purposes of accounting be kept separate and distinct from all other funds of the Authority and shall be used only for the purposes and in the manner provided herein and in any Supplemental Junior Lien Authorizing Resolution. The moneys deposited in the Junior Lien Construction Account shall be used and applied by the Authority solely for the payment of Project Costs. No withdrawals shall be made from the Junior Lien Construction Account for Project Costs without the written requisition of the Authority's Consulting Engineers and the further written approval of an Authorized Officer of the Authority. If for any reason the moneys in the Junior Lien Construction Account, or any part thereof, are not necessary for, or are not applied to the purposes provided in the Master Junior Lien Resolution, then upon certification of the Authority's Consulting Engineers that such unapplied proceeds are not needed for the purposes provided in the Junior Lien Construction Account, such proceeds shall be deposited in the following order:

(i) First, to the Junior Lien Debt Service Reserve Subaccount, an amount which shall be sufficient to make the amount then on deposit therein equal to the Junior Lien Debt Service Reserve Requirement, after taking into account the satisfaction of all or a portion of such requirement by means of a Reserve Account Credit Facility, or such other amount, if any, as shall be determined by subsequent resolution of the Authority.

(ii) Second, the balance, if any, may be used by the Authority for any lawful capital expenditures in connection with the System or the payment of debt service on, redemption, purchase or defeasance of Junior Lien Bonds.

SECTION 4.7 DISPOSITION OF SYSTEM PLEDGED REVENUES.

(A) After applying amounts on deposit in the System General Revenue Fund to satisfy the deposit requirements set forth in Section 4.7(A) through (D) of the Master Senior Lien Bond Resolution, amounts on deposit in the System General Revenue Fund shall next be used to the fullest extent necessary, on the fifteenth (15th) day of each month, or the next Business day if the fifteenth day of the month is not a Business Day, beginning on the fifteenth (15th) day of the first calendar month following the first date on which Junior Lien Bonds are issued and outstanding hereunder for deposit (together with amounts on deposit in the System Junior Lien Payments Account) into the Junior Lien Sinking Fund Account as follows:

(i) For deposit into the Junior Lien Interest Subaccount in the Junior Lien Sinking Fund Account such sums in equal monthly installments as shall be sufficient to pay: (1) periodic interest becoming due on the next periodic interest payment date with respect to Junior Lien Bonds that bear interest payable periodically, all as set forth in such Junior Lien Bonds, (2) any periodic interest payments due with respect to the SIB Loan, and (3) the amount of any Qualified Junior Lien Swap Payment payable by the Authority accruing in the payment period specified in the Qualified Junior Lien Swap Agreement;

(ii) For deposit into the Junior Lien Principal Subaccount in the Junior Lien Sinking Fund Account such sums in equal monthly installments as shall be sufficient to pay periodic principal payments on the Junior Lien Bonds and the SIB Loan which will mature and become due on the next principal payment or maturity date in such Fiscal Year, all as set forth in such Junior Lien Bonds; and

(iii) For deposit into the Junior Lien Bond Redemption Subaccount in the Junior Lien Sinking Fund Account such sums in equal monthly installments as shall be sufficient to pay the principal amount of periodic mandatory redemption payments on the next periodic redemption date with respect to Junior Lien Bonds subject to mandatory redemption, all as set forth in such Junior Lien Bonds.

Any monthly deposits required as set forth above, for the purpose of making payments into the Junior Lien Sinking Fund Account for any Series of Junior Lien Bonds, shall be adjusted, as appropriate, to reflect the frequency of Interest Payment Dates applicable to such Series and the frequency of payment of Qualified Junior Lien Swap Payments. On or before each interest Payment Date, the Authority shall make up any deficiencies in such interest deposit, based on the actual interest accruing through such date, from and to the extent monies remain on deposit in the System General Reserve Fund and are available for such purpose, or from other Series Junior Lien Payments, or Supplemental Junior Lien Payments available therefor.

(B) Amounts on deposit in the System General Revenue Fund shall next be used, to the fullest extent necessary, for deposit into the Junior Lien Debt Service Reserve Subaccount on the fifteenth (15th) day of each month in each year, beginning with the fifteenth (15th) day of the first calendar month following the first date on which any Junior Lien Bonds are issued and Outstanding hereunder, in an amount which, together with the funds on deposit therein and the available amounts under any Reserve Account Credit Facility as provided below, will be sufficient to make the amounts on deposit therein equal to the Junior Lien Debt Service Reserve Requirement.

(C) Thereafter, the balance of any amounts remaining in said System General Revenue Fund shall be applied by the Authority for the purposes described in Section 4.7(F) through (H) of the Master Senior Lien Bond Resolution; provided, however, that none of such amounts shall ever be used for the purposes provided in this subsection (C) unless all deposits required in subsections (A) and (B) above (in the order of priority set forth in (A) and (B) above), including any deficiencies for prior payments, have been made in full to the date of such use, and the Authority shall have fully complied with all covenants and agreements contained in the Master Junior Lien Resolution and provided further, however, that none of such amounts

shall ever be used for the purposes provided in this subsection (C) unless the Authority has determined that such payments will not impair its ability to make future deposits required in subsections (A) and (B) above (in the order of priority set forth in (A) and (B) above), including any deficiencies for prior payments.

(D) All Series Junior Lien Payments shall be deposited by the Authority into the Series Junior Lien Payments Account (or if established, the applicable subaccount therein) immediately upon receipt thereof. Amounts on deposit in the Series Junior Lien Payments Account shall be applied on the fifteenth (15th) day of each month, beginning on the fifteenth (15th) day of the first calendar month following the first date on which Junior Lien Bonds secured by such amounts thereby are issued and outstanding hereunder, to make the deposits to the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount and Junior Lien Bond Redemption Subaccount with respect to the respective Series of Junior Lien Bonds secured thereby pursuant to subsection 4.7(A) above to the extent and in the manner provided or permitted in the governing document providing for the payment of such Series Junior Lien Payments or, if the governing documents shall not so provide, then as directed by the Authority. Funds derived from Series Junior Lien Payments shall secure and only be used to make payments with respect to the particular Series of Junior Lien Bonds to which such payments are pledged and such amounts shall not be available or used to make payments with respect to any other Series of Junior Lien Bonds.

(E) All System Junior Lien Payments shall be deposited by the Authority into the System Junior Lien Payments Account in the System General Reserve Fund immediately upon receipt thereof.

SECTION 4.8 COLLECTION OF SUPPLEMENTAL JUNIOR LIEN PAYMENTS; APPLICATION OF SUPPLEMENTAL JUNIOR LIEN PAYMENTS ACCOUNT.

(A) All Supplemental Junior Lien Payments shall be deposited by the Authority into the Supplemental Junior Lien Payments Account in the System General Revenue Fund immediately upon receipt thereof. Whenever on the fifteenth (15th) day of each month the System Pledged Revenues and Series Junior Lien Payments are not sufficient to make the required deposits into the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount, Junior Lien Bond Redemption Subaccount or Junior Lien Debt Service Reserve Subaccount with respect to any Series of Junior Lien Bonds secured by Supplemental Junior Lien Payments, the Trustee shall notify, in the manner prescribed by the governing document providing for the payment of Supplemental Junior Lien Payments, the person holding the Supplemental Junior Lien Payments to pay the portion of such deficiency allocable to the Junior Lien Bonds secured by the Supplemental Junior Lien Payments, and upon receipt of Supplemental Junior Lien Payments the Authority or the Trustee shall deposit them into the accounts in the Junior Lien Sinking Fund Account in the order prescribed in Section 4.7(A) above for the application of System Pledged Revenues. Funds derived from Supplemental Junior Lien Payments shall secure and only be used to make payments with respect to the Series of Junior Lien Bonds for which such Supplemental Junior Lien Payments are available in accordance with the terms of the governing document providing for such Supplemental Junior Lien Payments and such amounts

shall not be available or used to make payments with respect to other Series of Junior Lien Bonds.

(B) It is expressly declared that it is the intention of the Authority under the Master Junior Lien Resolution that, to the extent thereof, all requirements for deposits in the Accounts in the Junior Lien Sinking Fund Account shall be met first by the System Pledged Revenues and Series Junior Lien Payments, and that Supplemental Junior Lien Payments shall be used only at the times and in the amounts required to meet any deficiencies in such accounts in the Junior Lien Sinking Fund Account and in accordance with any restrictions provided in the governing document providing for such Supplemental Junior Lien Payments. Supplemental Junior Lien Payments shall not be used by the Authority for other purposes unless otherwise authorized or permitted by the governing document providing for such Supplemental Junior Lien Payments.

SECTION 4.9 INVESTMENT AND VALUATION OF FUNDS.

(A) The Junior Lien Sinking Fund Account and the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount, Junior Lien Bond Redemption Subaccount and Junior Lien Debt Service Reserve Subaccount therein, the Series Junior Lien Payments Fund and all other special funds created and established by the Master Junior Lien Resolution shall constitute trust funds and shall be invested in Permitted Investments at the direction of the Authority as provided in this subsection except for moneys on deposit in the Junior Lien Sinking Fund Account, which may be invested at the direction of the Authority only in any of the first two categories of Permitted Investments as defined by the Master Junior Lien Resolution maturing not later than the final maturity of any of the Junior Lien Bonds.

(B) Moneys on deposit in all funds and accounts, except as provided herein, may be invested only in Permitted Investments maturing not later than the dates on which such moneys will be needed for the purposes of such fund or account.

(C) Unless otherwise provided by a Supplemental Junior Lien Authorizing Resolution, all income and earnings received from the investment and reinvestment of moneys on deposit in the Junior Lien Debt Service Reserve Subaccount shall be transferred on the next Business Day to the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount or Junior Lien Bond Redemption Subaccount for use for the next payment due from such accounts. All income and earnings received from the investment and reinvestment of moneys on deposit in the Junior Lien Interest Subaccount, Junior Lien Principal Subaccount and Junior Lien Bond Redemption Subaccount shall remain in such accounts for use for the next payment due from such account. All income and earnings received from the investment and reinvestment of moneys on deposit in the Junior Lien Construction Account shall remain in such fund for use in the expenditures required from such fund. All income and earnings on the Supplemental Junior Lien Payments Account and the Series Junior Lien Payment Account shall be applied in the manner provided in the document governing such payments. Notwithstanding the foregoing, earnings in all funds and accounts created hereunder shall be available for payment of the Junior Lien Bonds Rebate Amount as provided in subsection 5.1(A)(i) hereof.

(D) For the purpose of investing or reinvesting, the Authority may commingle moneys in the funds and accounts created and established hereunder which are held and maintained by the Authority, in order to achieve greater investment income; provided that the Authority shall separately account for the amounts so commingled. Except for the Junior Lien Sinking Fund Account and any escrow deposit trust fund created by a Supplemental Junior Lien Authorizing Resolution, the amounts required to be accounted for in each of the funds and accounts designated herein may be deposited in a single bank account for the System provided that adequate accounting procedures are maintained to reflect and control the restricted allocations of the amounts on deposit therein for the various purposes of such funds and accounts as herein provided. The designation and establishment of funds and accounts in and by the Master Junior Lien Resolution shall not be construed to require the establishment of any completely independent funds and accounts but rather is intended solely to constitute an allocation of certain revenues for certain purposes and to establish such certain priorities for application of certain revenues and assets as herein provided.

(E) In computing the amount in any Fund or Account created under the provisions of the Master Junior Lien Resolution for any purpose provided in the Master Junior Lien Resolution, obligations purchased as an investment of moneys therein shall be valued at the "cost" thereof, exclusive of accrued interest. A valuation of amounts on deposit in the Junior Lien Debt Service Reserve Subaccount shall be conducted by the Trustee holding such subaccount for the applicable Series of Junior Lien Bonds at least once a calendar year to determine if the amount on deposit therein is equal to the Junior Lien Debt Service Reserve Requirement or, if the Authority has exercised its option to fund the Junior Lien Debt Service Reserve Subaccount in installments, the amount then required to be on deposit in the Junior Lien Debt Service Reserve Subaccount in accordance with such election. If a deficiency exists, the Authority shall make up such deficiency with the first available System Pledged Revenues. If a surplus exists, as provided in the Master Junior Lien Resolution, such surplus shall be transferred to the Authority for deposit into the System General Revenue Fund.

ARTICLE V

COVENANTS

SECTION 5.1 COMPLIANCE WITH TAX REQUIREMENTS; JUNIOR LIEN BONDS REBATE ACCOUNT.

(A) Except with respect to Taxable Junior Lien Bonds, in addition to any other requirement contained in the Master Junior Lien Resolution, the Authority hereby covenants and agrees, for the benefit of the Holders from time to time of the Junior Lien Bonds, that it will comply with the requirements contained in Sections 103, 148 and other relevant sections of the Code as shall be necessary to preserve and maintain the exclusion from gross income for federal income tax purposes of interest on the Junior Lien Bonds. Specifically, without intending to limit in any way the generality of the foregoing, the Authority covenants and agrees, with respect to each Series of Junior Lien Bonds issued hereunder, other than Taxable Junior Lien Bonds:

(i) to pay or cause to be paid to the United States of America from the System Pledged Revenues and any other legally available funds, at the time required pursuant to Section 148(f) of the Code, the excess of the amount earned on all nonpurpose investments (as defined in Section 148(f)(6) of the Code) over the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the Junior Lien Bonds, plus any income attributable to such excess, or any penalty in lieu of rebate, pursuant to the Code (the "Junior Lien Bonds Rebate Amount");

(ii) to maintain and retain or cause to be maintained and retained all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Junior Lien Rebate Amount and required payments of the Junior Lien Rebate Amount as shall be necessary to comply with the Code;

(iii) to refrain from using proceeds from the Junior Lien Bonds, other than with respect to Junior Lien Bonds issued on the basis that they shall constitute private activity bonds, as defined by the Code, in a manner that might cause the Junior Lien Bonds, or any of them, to be classified as private activity bonds under Section 141(a) of the Code; and

(iv) to refrain from taking any action that would cause the Junior Lien Bonds, or any of them, to become arbitrage bonds under Section 148 of the Code.

(B) The Authority understands that the foregoing covenants impose continuing obligations, which will exist throughout the term of each Series of the Junior Lien Bonds (except Taxable Junior Lien Bonds), to comply with the requirements of the Code.

(C) Notwithstanding any other provision of the Master Junior Lien Resolution, the obligation of the Authority to pay the Junior Lien Bonds Rebate Amount to the United States of America and to comply with the other requirements of this Section 5.1 shall survive the defeasance or payment in full of the Junior Lien Bonds.

(D) As required by the Code, the Authority shall deposit or direct another to deposit into the Junior Lien Rebate Account (or appropriate Junior Lien Rebate Subaccount therein), which is hereby created and established, from investment earnings or moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the Authority an amount equal to the Junior Lien Bonds Rebate Amount. Such moneys deposited in the Junior Lien Rebate Account (or appropriate Junior Lien Rebate Subaccount therein) shall be used only for the payment of the Junior Lien Bonds Rebate Amount to the United States as required by subsection 5.1(A)(i) above. In

complying with the foregoing, the Authority may rely upon any instructions or opinions from a nationally recognized bond counsel.

(E) Notwithstanding anything in the Master Junior Lien Resolution to the contrary, to the extent moneys on deposit in the Junior Lien Rebate Account (or appropriate Junior Lien Rebate Subaccount therein) are insufficient for the purpose of paying the Junior Lien Bonds Rebate Amount, and other funds of the Authority are not available to pay the Junior Lien Bonds Rebate Amount, then the Junior Lien Bonds Rebate Amount shall be paid first from System Pledged Revenues and, to the extent the System Pledged Revenues are insufficient to pay the Junior Lien Bonds Rebate Amount, then from moneys on deposit in any of the funds and accounts created hereunder.

(F) After making the required determination or calculation of the Junior Lien Bonds Rebate Amount or causing the same to be made, the Authority may, to the extent permitted by the Code, withdraw funds which may be on deposit in the appropriate Junior Lien Rebate Account in an amount not to exceed an amount which would maintain a balance in such account sufficient to pay the then current cumulative Junior Lien Bonds Rebate Amount, and use such funds for any other purpose authorized by law.

(G) The Junior Lien Rebate Account (or appropriate Junior Lien Rebate Subaccount therein) into which the Junior Lien Bonds Rebate Amount shall be periodically deposited shall be held separate and apart from all other funds and accounts of the Authority and shall not be subject to a lien in favor of the Junior Lien Bondholders, but only to secure payment of the Junior Lien Bonds Rebate Amount, and the moneys in the Junior Lien Bonds Rebate Accounts shall be available for use only as herein provided.

(H) The Authority shall not be required to continue to comply with the requirements of this Section 5.1 in the event that the Authority receives an opinion of nationally recognized bond counsel that:

(i) such compliance is no longer required in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Junior Lien Bonds, or

(ii) compliance with some other requirement will comply with the provisions of the Code in respect of arbitrage rebate.

SECTION 5.2 TOLLS AND OTHER CHARGES.

(A) The Authority covenants that, as provided in Section 5.2 of the Master Senior Lien Resolution, and except as provided in subsection (D) of this Section 5.2 and in Section 5.3 hereof, it will at all times charge and collect or cause to be charged and collected tolls, leasehold payments, concession payments, revenues, rates, rents and other charges for the use of the System at rates not less than those set forth in any schedule of

such charges then in effect, and in any event at such rates as shall be required by the Expressway Act and as shall be required in order that:

(i) System Pledged Revenues, plus Supplemental Payments and Supplemental Junior Lien Payments, if any, in an amount not to exceed the aggregate Annual Aggregate Debt Service Requirement for such Fiscal Year for all Series of Senior Lien Bonds and Junior Lien Bonds to which such Supplemental Payments or Supplemental Junior Lien Payments, respectively, are pledged, in each Fiscal Year will be sufficient to make the deposits required to be made into (a) the Debt Service Reserve Account (and any Subaccounts therein with respect to one or more Series of Senior Lien Bonds) pursuant to section 4.7(D) of the Master Senior Lien Resolution, and (b) the Junior Lien Debt Service Reserve Subaccount pursuant to subsection 4.7(B) hereof and also shall equal at least one hundred twenty percent (120%) of the Annual Aggregate Debt Service Requirement in such Fiscal Year with respect to all Senior Lien Bonds and Junior Lien Bonds then Outstanding under the Master Senior Lien Resolution and the Master Junior Lien Resolution, respectively; provided, however, that System Pledged Revenues will in no event provide in each Fiscal Year less than one hundred twenty percent (120%) of the Annual Aggregate Debt Service Requirement for the Senior Lien Bonds and Junior Lien Bonds then Outstanding under the Master Senior Lien Resolution and the Master Junior Lien Resolution, respectively; and

(ii) System Pledged Revenues for each Fiscal Year shall be sufficient to pay one hundred percent (100%) of deposits and payments required pursuant to the Master Junior Lien Resolution.

The collection of System Pledged Revenues in any Fiscal Year in an amount in excess of the amounts required pursuant to the foregoing for any Fiscal Year shall not be taken into account as a credit against the requirements specified above for any subsequent Fiscal Year.

(B) On or before February 1 in each year the Authority shall complete a review of the financial condition of the Authority for the purpose of estimating whether the System Pledged Revenues for such Fiscal Year will be sufficient to provide together with Series Payments and Series Junior Lien Payments, System Payments and System Junior Lien Payments, and Supplemental Payments and Supplemental Junior Lien Payments, the amounts specified by subsection (A) of this Section 5.2 and shall by certificate of an Authorized Officer of the Authority make a determination with respect thereto. A copy of the resolution of the Authority making such determination properly certified by the Authority, together with a certificate of an Authorized Officer of the Authority setting forth a reasonably detailed statement of the actual and estimated System Pledged Revenues, Series Payments and Series Junior Lien Payments, System Payments and System Junior Lien Payments, and Supplemental Payments and Supplemental Junior Lien Payments and other pertinent information for the year upon which such determination was made, shall be available upon request to any interested party. If the Authority determines that such amounts may not be sufficient to comply with subsection

5.2(A) above, it will forthwith cause the Independent Consultant to make a study for the purpose of recommending a schedule of tolls and other rates and charges for the use of the Expressway System which, in the opinion of the Independent Consultant, will cause amounts to be received in the following Fiscal Year to be equal to the amounts necessary to satisfy the requirements of subsection 5.2(A) above for such following Fiscal Year. The Authority will cause additional amounts to be received in such following and each subsequent Fiscal Year sufficient to restore the amount of any deficiency at the earliest practicable time. If, in any Fiscal Year, the amounts received shall not be sufficient to comply with said subsection 5.2(A), the Authority shall (i) cause the Independent Consultant to make a study for the purpose stated in the immediately preceding sentence unless it has already obtained a revenue study and recommendation in compliance with such sentence, and (ii) as promptly as practicable and in any case no later than the next July 1, establish and place in effect a schedule of tolls and such other rates and charges as recommended by the Independent Consultant in order attempt to satisfy the requirements of subsection 5.2(A) above for such Fiscal Year.

(C) The failure in any Fiscal Year to comply with the covenant in subsection 5.2(A) above shall not constitute an Event of Default under the Master Junior Lien Resolution if the Authority shall comply with subsection (B) above; provided that if the Independent Consultant shall be of the opinion, as shown by its certificate filed with the Authority, that a schedule of tolls and other rates and charges for the Expressway System which would provide funds to meet the requirements specified in subsection (A) above is impracticable at that time, and the Authority therefore cannot comply with subsection (B) above, then the Authority shall fix and establish such schedule of tolls and other rates and charges as is recommended by the Independent Consultant to comply as nearly as practicable with the covenants in subsection (A) above, and in such event the failure of the Authority to comply with subsections (A) above shall not constitute an Event of Default under the provisions of the Master Junior Lien Resolution.

(D) The Authority covenants that tolls will be classified in a reasonable way to cover all traffic, so that the tolls will be uniform in application to all traffic falling within any reasonable class regardless of the status or character of any person, firm or corporation participating in the traffic, provided however, that classification of tolls based upon frequency, volume, time of such traffic, distance traveled, method of payment, or other method of classification used by comparable tolling authorities shall be deemed to be a reasonable classification for the purposes of the Master Junior Lien Resolution.

SECTION 5.3 FREE PASSAGE. The Authority covenants that it will not allow or permit any free use of the toll facilities of the Expressway System except to officials or employees of the Authority engaged in official business of the Authority or law enforcement officers or emergency vehicles while in the discharge of their official duties, or except as required by existing law.

SECTION 5.4 SALE AND LEASE OF PROPERTY.

(A) The Authority covenants that, except as otherwise permitted in Sections 5.4(B) and (C) hereof, it will not sell, lease or otherwise dispose of or encumber the

Expressway System or any part thereof, or properties or facilities thereof; provided, however, that, to the extent permitted by law, the Authority may, subject to the requirements of Section 5.13 hereof, and after obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Junior Lien Bond, lease or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the Expressway System, including but not limited to service stations, garages, stores, hotels, restaurants, recreational areas or facilities or other concessions, if such lease, contract, license or right does not, in the opinion of the Consulting Engineers, as shown by a certificate filed with the Authority, impede or restrict the operation by the Authority of the Expressway System.

(B) The Authority may, however, from time to time, sell, lease, abandon or otherwise permanently dispose of any real property, machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by it in connection with the Expressway System, or any materials used in connection therewith, if the Authority shall determine that such property is no longer essential in connection with its operation of the Expressway System. Any such abandonment, sale, lease or other disposition shall be in compliance with the terms of the Lease-Purchase Agreement, if applicable at the time of such abandonment, sale, lease or other disposition.

(C) The proceeds of the sale, lease or other disposition of any property forming part of the System under this section shall be deposited in the System General Revenue Fund described in the Master Senior Lien Bond Resolution and applied in accordance therewith.

Notwithstanding the provisions described above, to the extent permitted by law, the Authority may lease or make contracts generally referred to as lease-leaseback, like-kind exchange and sale-leaseback agreements in connection with the Expressway System or any part thereof.

SECTION 5.5 ISSUANCE OF ADDITIONAL JUNIOR LIEN BONDS.

(A) No Additional Junior Lien Bonds or other indebtedness, payable pari passu with Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution from System Pledged Revenues shall be issued or incurred after the issuance of any Junior Lien Bonds pursuant to the Master Junior Lien Resolution except upon the conditions and in the manner herein provided.

(B) The Authority may issue Additional Junior Lien Bonds for any lawful purpose for which the Authority is permitted to issue bonds, notes or other evidences of indebtedness, including without limitation: (i) for the same purposes that the Authority may issue Senior Lien Bonds under the Master Senior Lien Bond Resolution, (ii) for the purpose of refunding Outstanding Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution.

(C) No such Additional Junior Lien Bonds shall be issued unless the following, among other conditions, are complied with:

(i) The Authority must be current in all deposits into the various funds and accounts and all payments theretofore required to have been deposited or made by it under the provisions of the Master Senior Lien Bond Resolution and the Master Junior Lien Resolution and the Authority must be currently in compliance with the covenants and provisions of the Master Senior Lien Bond Resolution and the Master Junior Lien Resolution and any Supplemental Junior Lien Authorizing Resolution hereafter adopted for the issuance of Additional Junior Lien Bonds.

(ii) (a) The amount of the System Pledged Revenues and any Supplemental Payments or Supplemental Junior Lien Payments during the immediate preceding Fiscal Year or any twelve (12) consecutive calendar months selected by the Authority out of the fifteen (15) consecutive calendar months immediately preceding the issuance of said Additional Junior Lien Bonds, adjusted as hereinafter provided, as verified by the Verification Agent, equaled at least one hundred twenty percent (120%) of the Annual Aggregate Debt Service Requirement for the then current Fiscal Year without regard to the Additional Junior Lien Bonds proposed to be issued;

(b) The amount of the System Pledged Revenues without regard to Supplemental Payments and Supplemental Junior Lien Payments must equal at least one hundred twenty percent (120%) of the Annual Aggregate Debt Service Requirement for the then current Fiscal Year without regard to the Additional Junior Lien Bonds proposed to be issued.

(c) The System Pledged Revenues calculated pursuant to this subsection 5.5(C)(ii) may be adjusted, at the option of the Authority, if the Authority, prior to the issuance of the proposed Additional Junior Lien Bonds, shall have increased the tolls for transit over the toll facilities of the System. The Net Revenues for the twelve (12) consecutive months out of the fifteen (15) months immediately preceding the issuance of said Additional Junior Lien Bonds, shall be adjusted, based upon a certificate of the Independent Consultants, showing the Net Revenues which would have been derived from said System in such twelve (12) consecutive months as if such increased tolls of the System had been in effect during all of such twelve (12) consecutive months.

(iii) (a) If the Authority shall be constructing or shall be acquiring a System Project from the proceeds of such Additional Junior Lien Bonds and assuming, except as provided below, that the toll rates and charges in effect at the time of issuance of such Additional Junior Lien Bonds will be the toll rates and charges to be charged and collected from users of the System when such System Project is completed and open for transit, the annual System Pledged Revenues estimated by the Independent Consultant to be derived during ten (10) full Fiscal Years of operation after the estimated date of completion of the construction or acquisition of said System Project, plus an amount equal to the Supplemental Payments (not to exceed the portion of the Maximum Annual Debt Service Requirement attributable to the Series of Senior Lien Bonds secured by such

Supplemental Payments) and Supplemental Junior Lien Payments (not to exceed the portion of the Maximum Annual Junior Lien Debt Service Requirement attributable to the Series of Junior Lien Bonds secured by such Supplemental Junior Lien Payments) available (or, as provided by a projection of an Independent Consultant that would have been available had the pledge of such Supplemental Payments and Supplemental Junior Lien Payments been in effect) during any twelve (12) consecutive calendar months out of the fifteen (15) consecutive calendar months preceding the date of calculation, will be equal to at least one hundred twenty percent (120%) of the corresponding Annual Aggregate Debt Service Requirement on (a) all Senior Lien Bonds originally issued pursuant to the Master Senior Lien Resolution and then Outstanding, (b) all Junior Lien Bonds originally issued pursuant to the Master Junior Lien Resolution and then Outstanding, and (c) the Additional Junior Lien Bonds then proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments and Supplemental Junior Lien Payments must equal at least one hundred twenty percent (120%) of such Annual Aggregate Debt Service Requirement. As long as any Senior Lien Bonds and Junior Lien Bonds are Outstanding, any adjustment (including any increase or decrease) in the toll rate structure or other charges scheduled to be put in place may be incorporated into the System Pledged Revenues estimate by the Independent Consultant pursuant to this subsection 5.5(C)(iii) only if the Authority shall have established a forecast of tolls or other charges to be charged and collected from users of the System when such System Project is completed and open for transit. For purposes of calculating the System Pledged Revenues, the amount of System Payments and System Junior Lien Payments to be included shall be equal to the amount of such System Payments and System Junior Lien Payments received (or, as provided by a projection of an Independent Consultant, that would have been received had such System Payment and System Junior Lien Payment been in effect) in any twelve (12) consecutive calendar months out of the fifteen (15) consecutive calendar months preceding the date of calculation; and

(b) (i) System Pledged Revenues for the Existing System plus Supplemental Payments pledged to the Senior Lien Bonds for the preceding Fiscal Year or for twelve (12) consecutive months of the preceding fifteen (15) months, must equal at least the Maximum Annual Debt Service Requirement, and (ii) System Pledged Revenues for the Existing System plus Supplemental Junior Lien Payments pledged to the Junior Lien Bonds for the preceding Fiscal Year or for twelve (12) consecutive months of the preceding fifteen (15) months, must equal at least the Maximum Annual Junior Lien Debt Service Requirement.

(c) In calculating the System Pledged Revenues for purposes of this paragraph (iii) only, such System Pledged Revenues may be adjusted as follows:

(1) If a toll increase has been adopted for the Existing System prior to the issuance of the proposed Additional Junior Lien Bonds, the System Pledged Revenues may be adjusted, based on a certificate of the

Independent Consultant to show the System Pledged Revenues which would have been derived from said Existing System in such twelve consecutive months as if such tolls of said Existing System had been in place during all of such twelve consecutive months; and

(2) For the purposes of subsection (iii)(a) above, System Pledged Revenues for the Existing System may also include System Pledged Revenues estimated by the Independent Consultant to be generated in the first full Fiscal Year of operations of a System Project to be constructed or acquired with proceeds from the proposed Additional Junior Lien Bonds provided such System Project (or applicable segments thereof included in the projection) is reasonably expected to be opened for operation within three full Fiscal Years following the Fiscal Year in which the Additional Junior Lien Bonds are issued.

(iv) The following shall be delivered or provided before the issuance of Additional Junior Lien Bonds:

(a) Evidence of approval to the extent required under the governing document providing for such System Payments and System Junior Lien Payments; certified copies of any governing document providing for any Series Payments to secure any Series of Senior Lien Bonds; certified copies of any governing document providing for any Series Junior Lien Payments to secure such Series of Additional Junior Lien Bonds; a certified copy of any approval required pursuant to the governing document providing for any Supplemental Payments to the extent any Series of Senior Lien Bonds is secured by Supplemental Payments; a certified copy of any approval required pursuant to the governing document providing for any Supplemental Junior Lien Payments to the extent such series of Additional Junior Lien Bonds is secured by Supplemental Junior Lien Payments.

(b) A certificate of an Authorized Officer of the Authority stating that the Authority is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Master Senior Lien Bond Resolution, the Master Junior Lien Resolution or the Lease Purchase Agreement.

(c) A certificate from the Independent Consultant showing the System Pledged Revenues, Series Payments, Series Junior Lien Payments, Supplemental Payments and Supplemental Junior Lien Payments and adjustments thereto.

(v) Unless the Supplemental Junior Lien Authorizing Resolution for any Series of Junior Lien Bonds provides for the funding of the Junior Lien Debt Service Reserve Subaccount in installments as provided for in subsection 4.6(D) hereof, the Junior Lien Debt Service Reserve Subaccount shall be fully funded immediately upon the issuance of such Series of Junior Lien Bonds.

(D) In the event that the total amount of Junior Lien Bonds herein authorized to be issued is not issued simultaneously, such Junior Lien Bonds which are subsequently issued shall be subject to the restrictions, conditions and limitations of this subsection of Section 5.5.

(E) The Authority need not comply with subsections (C)(iii) or (C)(iv) of this Section 5.5 in the issuance of Additional Junior Lien Bonds if and to the extent the Junior Lien Bonds to be issued are Junior Lien Bonds issued to refund Outstanding Junior Lien Bonds (or outstanding Senior Lien Bonds of the Authority), if the Authority shall cause to be delivered the verification of a Verification Agent setting forth:

(i) the Annual Junior Lien Debt Service Requirement (and, if applicable, the annual debt service requirement for any Senior Lien Bonds to be refunded by such Junior Lien Bonds) for the then current and each future Fiscal Year to and including the latest maturity of any Junior Lien Bonds (or Senior Lien Bonds, if applicable) of any Series then Outstanding:

(a) with respect to the Junior Lien Bonds of all Series Outstanding immediately prior to the date of authentication and delivery of such refunding Junior Lien Bonds (and, if applicable, the Senior Lien Bonds subject to such refunding), and

(b) with respect to the Junior Lien Bonds of all Series to be Outstanding immediately thereafter, and

(ii) that the Annual Junior Lien Debt Service Requirement set forth for each Fiscal Year pursuant to (a)(2) above is no greater than that set forth for each such Fiscal Year pursuant to (a)(1) above (taking into account in (a)(1) the annual debt service requirement on any Senior Lien Bonds to be refunded, if applicable).

(G) The Authority may enter into one or more Qualified Junior Lien Swap Agreements with respect to one or more Series of Junior Lien Bonds issued hereunder. Qualified Junior Lien Swap Payments payable by the Authority under any such agreement shall be payable from the Junior Lien Interest Subaccount on a parity with interest payments with respect to Junior Lien Bonds issued and Outstanding hereunder. The Authority may, pursuant to Supplemental Junior Lien Authorizing Resolution or other supplemental resolution, grant to Swap Counterparties to such agreements a lien on System Pledged Revenues, Supplemental Junior Lien Payments and Series Junior Lien Payments to secure payment of such Qualified Junior Lien Swap Payments and provide the priority of payment thereof.

SECTION 5.6 INSURANCE.

(A) The Authority covenants that it will at all times cause to be maintained (individually, or through the Department, if required by the Lease-Purchase Agreement, or otherwise), to the extent reasonably obtainable, the following kinds and the following amounts of insurance, with such variations as shall reasonably be required to conform to

applicable standard or customary insurance practice and subject to such exceptions and permissible deductions as are ordinarily required:

(i) Multi risk insurance on the facilities of the Expressway System which are of an insurable nature and of the character usually insured by those operating similar facilities, covering direct physical loss or damage thereto from causes customarily insured against, in such amounts as the Independent Consultants shall certify to be necessary or advisable to provide against such loss or damage and to protect the interest of the Authority and the Junior Lien Bondholders;

(ii) Use and occupancy insurance covering loss of Revenues by reason of necessary interruption, total or partial, in the use of facilities of the Expressway System, due to loss or damage to any such facility on which multirisk insurance is maintained as provided in this section, in such amount as the Consulting Engineers shall certify will provide income during the period of interruption, but in no event less than 12 months, in the event of the occurrence of any such loss or damage, equal to the amount of the loss of Revenues, computed on the basis of Revenues for the corresponding period during the preceding calendar year, or if such facility was not in operation during the preceding calendar year, then computed on the basis of the Consulting Engineers' estimate, attributable to such loss or damage;

(iii) War risk insurance, if obtainable and cost-effective (as determined by the Authority) from the United States Government or any agency thereof, covering direct physical loss or damage, and loss of Revenues attributable thereto, on the facilities of the Expressway System which are insurable thereunder, in each case in the respective amount, as nearly as practicable, provided under subsections (i) and (ii) above;

(iv) During the period of construction or reconstruction of any portion of the facilities of the Expressway System, the Authority shall require contractors constructing any such portion of the facilities of the Expressway System to file Junior Lien Bonds or undertakings for the full performance of such contracts, and under which all risks from any cause whatsoever, without any exceptions, during the period of such construction, shall be assumed by such contractors; and

(v) Any additional or other insurance covering (a) loss or (b) damage for which the Authority is or may become liable.

(B) Unless required by the Lease-Purchase Agreement or otherwise, such policies shall be taken in the name of the Authority as its interests shall appear for the benefit of the Holders of the Senior Lien Bonds, and on a Junior Lien basis in accordance with the terms of the Master Senior Lien Bond Resolution and the Master Junior Lien Resolution, the Holders of the Junior Lien Bonds. The proceeds of such insurance policies covering loss or damage shall be paid to the Authority and held by the Authority in a special trust account for the sole purpose of reconstructing or replacing the facility or

reimbursing the Authority if the Authority has advanced funds for such reconstruction or replacement. Unless otherwise required by the Lease-Purchase Agreement, all policies providing use and occupancy insurance shall be made payable to and deposited with the Authority and the Authority shall have the sole right to receive any proceeds of such policies and to collect and receipt for claims thereunder. Any proceeds of use and occupancy insurance paid to the Authority shall be deposited promptly by the Authority into the System General Revenue Fund under the Master Senior Lien Bond Resolution and applied in accordance therewith.

(C) To the extent that the Department maintains insurance on behalf of the Authority, the Authority shall use its best efforts to obtain from the Department a summary of insurance carried pursuant to this section and a statement of proceeds received and the application thereof during such year.

SECTION 5.7 RECONSTRUCTION, APPLICATION OF INSURANCE PROCEEDS.

(A) If any useful portion of the Expressway System shall be damaged or destroyed, the Authority shall, as expeditiously as possible, cause the reconstruction or replacement thereof to be prosecuted continuously and diligently in accordance with plans and specifications approved by the Consulting Engineers if such plans and specifications are deemed necessary by such Engineers. The proceeds of any insurance paid on account of such damage or destruction, other than use and occupancy insurance, shall be available for, and to the extent necessary be applied to, the cost of such reconstruction or replacement. Proceeds of any insurance not applied within eighteen (18) months after receipt thereof by the Authority or the Department, as applicable, which a resolution of the Authority or the Department, as applicable, stating the intention to apply the same to the work of repairing or replacing the property damaged or destroyed shall not have been adopted by the Authority within such eighteen (18) months, or which the Authority shall at any time resolve not to be so applied, shall be paid into the System General Revenue Fund under the Master Senior Lien Bond Resolution and applied in accordance therewith.

(B) The proceeds of any public liability insurance paid to the Authority shall be held in a special trust account as security for the payment of such liability.

SECTION 5.8 BOOKS, ACCOUNTS, REPORTS AND RECORDS. The Authority covenants to keep books and records of the System, in which complete and correct entries shall be made in accordance with generally accepted accounting principles of all transactions relating to the System, and any holder of Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution, shall have the right upon written request and at such Junior Lien Bondholder's expense, to inspect said System and all parts thereof and to obtain copies of all records, accounts and data of the Authority relating thereto. The Authority shall within 180 days after the close of each Fiscal Year cause the books, records and accounts of the System for such Fiscal Year to be audited by a qualified and recognized independent firm of certified public accountants, and shall mail such report to the Consulting Engineers and the Independent Consultant and, upon written request and at the expense of a Holder of Junior Lien Bonds, said

report, or a reasonable summary thereof, shall be provided to any holder or holders of Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution. The Authority shall have prepared annually a certificate signed by an independent certified public accountant or firm of public accountants of recognized standing (who may be the public accountant or firm of public accountants who regularly audit the books of the Authority) as to the existence of any default under the Master Junior Lien Resolution. The Authority further covenants that it will keep an accurate record of the costs, revenues and expenses described in Section 5.9 of the Master Senior Lien Bond Resolution, as well as the receipt and application of System Pledged Revenues, Series Junior Lien Payments, if any, and Supplemental Junior Lien Payments, if any.

SECTION 5.9 ANNUAL BUDGET OF AUTHORITY. The Authority covenants that on or before the 1st day of April in each year, it will prepare a preliminary budget in accordance with Section 5.10 of the Master Senior Lien Bond Resolution, and which budget shall be prepared in a manner to satisfy the rate covenant set forth in Section 5.2 hereof. The Authority further covenants that on or before the first day of each Fiscal Year it will adopt a final Annual Budget for such Fiscal Year. If for any reason the Authority shall not have adopted the Annual Budget before the first day of any Fiscal Year, the Annual Budget for the preceding Fiscal Year, shall, until the adoption of the new Annual Budget, be deemed to be in force and shall be treated as the Annual Budget under the provisions of this Section 5.9. The Authority may at any time adopt an amended or supplemental Annual Budget for the remainder of the then current Fiscal Year.

SECTION 5.10 OPERATION AND MAINTENANCE OF THE SYSTEM. The Authority covenants that it will operate or cause the System to be operated properly and in a sound and economic manner and that it will maintain or cause the same to be maintained, preserve and keep the same, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted.

SECTION 5.11 CONSULTING ENGINEERS, INSPECTION.

(A) The Authority covenants that it will employ an independent engineer or engineering firm or corporation having a favorable repute for skill and experience in the duties imposed by the Master Junior Lien Resolution upon such Consulting Engineers, to supervise the acquisition and construction of all System Projects of the Authority.

(B) The Authority will make or cause to be made an annual inspection of the Expressway System and will make or cause to be made a report of such inspection and of the traffic earnings of the Expressway System. Copies of such reports or reasonable summaries thereof shall be maintained by the Authority and mailed, upon written request, to any Holders of Junior Lien Bonds, at the expense of such Holder.

(C) The Authority shall also, prior to the end of each Fiscal Year, cause the System to be inspected by the Consulting Engineer, who shall make a written report of such inspection and of the condition of the System and file such annual report with the Authority, and the Authority shall mail upon written request, and make available

generally, the report of said Consulting Engineer, or a reasonable summary thereof, to any Holder of Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution, at the expense of such Holder.

(D) The Authority shall also, prior to the end of each Fiscal Year, obtain from the Consulting Engineer such further certifications required by Section 5.12 of the Master Senior Lien Bond Resolution.

SECTION 5.12 NO NON-TOLLED ROADS. The Authority shall not participate financially in the acquisition, construction or operation of any non-tolled road except for a "feeder road." For the purposes of this section, "feeder road" shall mean any non-tolled road directly connecting to the Authority's right of way and extending not more than one centerline mile beyond the Authority's right of way.

SECTION 5.13 CO LOCATION OF COMPETING FACILITIES. Except as otherwise permitted herein, the Authority shall not consent to, authorize or approve the location on or use of any Expressway System right of way of or by any competing transportation related facility that is not owned, operated or under the jurisdiction and control of the Authority consistent with the provisions of the Master Senior Lien Bond Resolution, unless there shall first be obtained and filed with the Authority a report of an Independent Consultant required by Section 5.14 of the Master Senior Lien Bond Resolution.

SECTION 5.14 ADDITION OF NON SYSTEM PROJECTS TO THE SYSTEM. Non System Projects owned and controlled by the Authority may, by resolution of the Authority, be designated and become part of the Expressway System upon compliance with the terms and provisions of Section 5.15 of the Master Senior Lien Bond Resolution.

SECTION 5.15 ENFORCEMENT OF RIGHT TO RECEIVE GROSS REVENUES, SYSTEM JUNIOR LIEN PAYMENTS, SERIES JUNIOR LIEN PAYMENTS, AND SUPPLEMENTAL JUNIOR LIEN PAYMENTS. The Authority covenants to diligently enforce its right to receive the Gross Revenues (as defined in the Master Senior Lien Bond Resolution), System Junior Lien Payments, Series Junior Lien Payments and Supplemental Junior Lien Payments. The Authority will not take any action which will impair or adversely affect its right to receive Gross Revenues, System Junior Lien Payments, Series Junior Lien Payments and Supplemental Junior Lien Payments, or impair or adversely affect in any manner the pledge of System Pledged Revenues as provided or contemplated herein. The Authority shall take all actions required for it to qualify to receive the Gross Revenues, System Junior Lien Payments, Series Junior Lien Payments and Supplemental Junior Lien Payments in accordance with the governing instrument or instruments providing for such payments.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.1 EVENT OF DEFAULT. An "Event of Default" shall be considered to have occurred in the event that the Authority shall default in the payment of or otherwise fail to pay the interest on or the principal of any of the Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution as the same shall become due, or in the making of the payments into any Junior Lien Sinking Fund Account or any other payments required to be made by the Master Junior Lien Resolution, or in the event that the Authority or any officer, agent or employee thereof shall intentionally fail or refuse to comply with the provisions of the Master Junior Lien Resolution or shall default in any covenant made herein, and in the further event that any such default (other than a payment default) shall continue for a period of thirty (30) days. In determining whether an Event of Default shall have occurred, no effect shall be given to payments made under a Bond Credit Facility.

SECTION 6.2 REMEDIES. Any Holder of Junior Lien Bonds issued under the provisions of the Master Junior Lien Resolution or any trustee acting for such Junior Lien Bondholders in the manner hereinafter provided, may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State or granted and contained in the Master Junior Lien Resolution, the Master Senior Lien Bond Resolution (subject to the rights and priority of the holders of Senior Lien Bonds) and may enforce and compel the performance of all duties required by the Master Junior Lien Resolution or by any applicable statutes to be performed by the Authority or by any officer thereof, including the fixing, charging and collecting of rates, fees or other charges for the services and facilities of the System.

For purposes of this Section 6.2, to the extent any Series of Junior Lien Bonds, or any portion thereof, is secured by a Bond Credit Facility the issuer of which is not then in default thereunder, then such issuer shall be deemed to be the Holder of such Series or any portion thereof.

The Holder or Holders of Junior Lien Bonds in an aggregate principal amount of not less than twenty five per centum (25%) of Junior Lien Bonds issued under the Master Junior Lien Resolution then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution with authority to represent such Junior Lien Bondholders in any legal proceedings for the enforcement and protection of the rights of such Junior Lien Bondholders. Such certificate shall be executed by such Junior Lien Bondholders or their duly authorized attorneys or representatives, and shall be filed with the Executive Director of the Authority.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.1 MODIFICATION OR AMENDMENT.

(A) Except as otherwise provided in Section 7.1 (C) hereof, no modification or amendment of the Master Junior Lien Resolution or of any resolution amendatory thereof or supplemental thereto materially adverse to the Junior Lien Bondholders may be made without the consent in writing of (i) the Holders of a majority of the principal amount of the Junior Lien Bonds then Outstanding or (ii) in case less than all of the several Series of Junior Lien Bonds then Outstanding are affected by the modification or amendment, the Holders of a majority of the principal amount of the Junior Lien Bonds of each Series so affected and Outstanding at the time such consent is given; provided, however, that no modification or amendment shall permit a change in the maturity of such Junior Lien Bonds or a reduction in the rate of interest thereon, or affecting the unconditional promise of the Authority to fix, maintain and collect tolls for the use of the System or to pay the interest of and principal on the Junior Lien Bonds, as the same mature or become due, from the System Pledged Revenues of the System, or reduce the percentage of Holders of Junior Lien Bonds required above for such modification or amendments, or the lien on System Pledged Revenues, without the consent of the Holders of all the Junior Lien Bonds.

(B) For purposes of this Section 7.1, to the extent any Series of Junior Lien Bonds, or any portion thereof, is secured by a Bond Credit Facility the issuer of which is not then in default thereunder, then the consent of such issuer shall constitute the consent of the Holders of such Series or any portion thereof.

(C) The Master Junior Lien Resolution may be amended, changed, modified and altered without the consent of the Holders of Junior Lien Bonds, (i) to cure any ambiguity, correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein, (ii) to provide other changes including such changes as may be necessary in order to adjust the terms hereof so as to facilitate the issuance of Variable Rate Junior Lien Bonds, Balloon Junior Lien Bonds, Capital Appreciation Junior Lien Bonds, and a Junior Lien Commercial Paper Program which will not adversely affect the interest of such Holder of Junior Lien Bonds and (iii) to provide for the issuance of Junior Lien Bonds in coupon form if, in the opinion of a nationally recognized bond counsel, such issuance will not affect the exemption from federal income taxation of interest on the Junior Lien Bonds.

SECTION 7.2 DISCHARGE AND SATISFACTION OF JUNIOR LIEN BONDS. The covenants, liens and pledges entered into, created or imposed pursuant to the Master Junior Lien Resolution may be fully discharged and satisfied with respect to the Junior Lien Bonds in any one or more of the following ways:

(A) by paying the principal of and interest on Junior Lien Bonds when the same shall become due and payable at maturity or early redemption; or

(B) by depositing in the Junior Lien Interest Subaccount, the Junior Lien Principal Subaccount and the Junior Lien Bond Redemption Subaccount and/or in such other accounts which are irrevocably pledged to the payment of Junior Lien Bonds, as the Authority may hereafter create and establish by resolution, certain moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the principal, redemption premium, if any, and interest due and to became due on said Junior Lien Bonds on or prior to the redemption date or maturity date thereof; or

(C) by depositing in the Junior Lien Interest Subaccount, the Junior Lien Principal Subaccount and the Junior Lien Bond Redemption Subaccount and/or such other accounts which are irrevocably pledged to the payment of Junior Lien Bonds as the Authority may hereafter create and establish by resolution, moneys which together with other moneys lawfully available therefor when invested in such Defeasance Obligations, will provide moneys (principal and interest thereof at maturity) which shall be sufficient to pay the principal, redemption premium, if any, and interest due and to become due on said Junior Lien Bonds on or prior to a date fixed for redemption or the maturity date thereof.

Upon such payment or deposit in the amount and manner provided in this Section 7.2, Junior Lien Bonds shall be deemed to be paid and shall no longer be deemed to be Outstanding for the purposes of the Master Junior Lien Resolution and all liability of the Authority with respect to said Junior Lien Bonds shall cease, terminate and be completely discharged and extinguished, and the Holders thereof shall be entitled for payment solely out of the moneys or securities so deposited.

Notwithstanding the foregoing, all references to the discharge and satisfaction of Junior Lien Bonds shall include the discharge and satisfaction of any issue of Junior Lien Bonds, any portion of an issue of Junior Lien Bonds, any maturity or maturities of an issue of Junior Lien Bonds, any portion of a maturity of an issue of Junior Lien Bonds, or any combination thereof.

If any portion of the moneys deposited for the payment of the principal of and redemption premium, if any, and interest on any portion of Junior Lien Bonds is not required for such purpose, the Authority may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Junior Lien Bonds or otherwise existing under the Master Junior Lien Resolution.

In the event Junior Lien Bonds are to be discharged and satisfied as provided in other than subsection (A) of this Section 7.2, the Authority shall obtain a verification report of a Verification Agent verifying the sufficiency of amounts and investments in the refunding escrow fund to pay the principal of, premium, if any, and interest on such Junior Lien Bonds to the date or dates provided for the redemption or refunding of such Junior Lien Bonds.

SECTION 7.3 CONCERNING THE RESERVE ACCOUNT CREDIT FACILITY; BOND CREDIT FACILITY. As long as the Authority shall have a Reserve Account Credit Facility on deposit in the Junior Lien Debt Service Reserve Subaccount the Authority covenants that it will comply with the provisions of the Reserve Account Credit

Facility. As long as any Series of Junior Lien Bonds of the Authority are secured by a Bond Credit Facility the Authority covenants to comply with the requirements and conditions imposed on the Authority by the issuer of such the Junior Lien Bond Credit Facility.

SECTION 7.4 SEVERABILITY OF INVALID PROVISIONS. If any one of more of the covenants, agreements or provisions of the Master Junior Lien Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of the Master Junior Lien Resolution or of the Junior Lien Bonds issued hereunder.

SECTION 7.5 USE OF ADDITIONAL FUNDS FOR DEBT PAYMENT. Nothing herein contained shall preclude the Authority from using any legally available funds, in addition to the System Pledged Revenues, which may come into their possession, for the purpose of payment of principal of and interest on the Junior Lien Bonds, or the purchase or redemption of such Junior Lien Bonds in accordance with the provisions of the Master Junior Lien Resolution; provided, such legally available revenues shall not constitute System Pledged Revenues for purposes of compliance with the covenants contained herein.

SECTION 7.6 CAPITAL APPRECIATION JUNIOR LIEN BONDS. For the purposes of (i) receiving payment of the redemption price if a Capital Appreciation Bond is redeemed prior to maturity, or (ii) computing the amount of Junior Lien Bonds held by the Registered Owner of a Capital Appreciation Bond in giving to the Authority any notice, consent, request or demand pursuant to the Master Junior Lien Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Amount.

SECTION 7.7 AUTHORITY TO PURCHASE OBLIGATIONS. The Authority shall have the power to purchase its Junior Lien Bonds and other obligations out of any funds available therefor. The Authority may hold, cancel or resell such Junior Lien Bonds and other obligations subject to and in accordance with the proceedings of the Authority.

SECTION 7.8 SIMULTANEOUS DELIVERY. Any Series of Junior Lien Bonds shall be issued and delivered simultaneously with each other at such place and at such time as shall be determined by a Supplemental Junior Lien Authorizing Resolution.

SECTION 7.9 NONPRESENTMENT OF JUNIOR LIEN BONDS; FUNDS HELD FOR JUNIOR LIEN BONDS AFTER MATURITY OF JUNIOR LIEN BONDS. In the event any Junior Lien Bond shall not be presented to the Registrar and Paying Agent for payment within five years after the principal becomes due, either at maturity or otherwise, the funds for payment of said principal on deposit with the Registrar and Paying Agent shall be remitted to the Authority for disposition in accordance with the laws of Florida. In the event the Registrar and Paying Agent shall not have been able to pay the interest, either all or a portion thereof, on any Junior Lien Bond within five years after the principal thereof becomes due, either at maturity or otherwise, the funds on deposit with the Registrar and Paying Agent for the payment of said interest shall be remitted to the Authority for disposition in accordance with the

laws of Florida. The earnings on the funds which were held to pay the principal and the interest on said Bond shall be governed by the Registrar, Paying Agent and Transfer Agreement.

SECTION 7.10 AMENDMENT TO LEASE PURCHASE AGREEMENT. By purchasing and accepting delivery of Junior Lien Bonds, the Holders of the Junior Lien Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

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SECTION 7.11 TIME OF TAKING EFFECT. The Master Junior Lien Resolution shall not take effect until the issuance and delivery of the initial Series of Junior Lien Bonds issued pursuant to the Master Junior Lien Resolution.

Adopted on March 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Welton Cadwell, Chairman

ATTEST:

By:_____
Darleen Mazzillo, Assistant Secretary

Signed:

_____
Based upon review by Issuer's Counsel acting upon the direction of General Counsel, this Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

RESOLUTION NO. 2015-302

FIRST SUPPLEMENTAL JUNIOR LIEN REVENUE BOND RESOLUTION AUTHORIZING ISSUANCE OF JUNIOR LIEN REVENUE BOND, SERIES 2015 (FEDERAL TIFIA LOAN)

Resolution No. 2015-302

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

First Supplemental Junior Lien Revenue Bond Resolution Authorizing the Issuance of:

Junior Lien Revenue Bond, Series 2015
(Federal TIFIA Loan)

Adopted on March 12, 2015

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01 Authority for this Resolution 3
Section 1.02 Definitions 3

ARTICLE II
FINDINGS

Section 2.01 Findings 4

ARTICLE III
CONTRACTUAL OBLIGATIONS

Section 3.01 Contract; Priority 5
Section 3.02 TIFIA Loan Documents 5
Section 3.03 TIFIA Loan Agreement Covenants 5
Section 3.04 Additional Security 6
Section 3.05 Special Covenant Regarding Sale or Lease of Property 6

ARTICLE IV
AUTHORIZATION AND ISSUANCE OF SERIES 2015 BOND

Section 4.01 Authorization of Issuance and General Description of Series 2015 Bond 7
Section 4.02 Denominations, Numbers, Letters 7
Section 4.03 Payments 7
Section 4.04 Registration and Exchange 7
Section 4.05 Terms of Series 2015 Bond 9
Section 4.06 Source of Payment 9
Section 4.07 Form of Series 2015 Bond 11

ARTICLE V
APPROVAL OF TIFIA LOAN AGREEMENT AND
TRUSTEE PAYING AGENT AND REGISTRAR AGREEMENT

Section 5.01 Approval of Form of TIFIA Loan Agreement 11
Section 5.02 Trustee, Paying Agent and Registrar Agreement; Appointment of Trustee 12

ARTICLE VI
ESTABLISHMENT OF CERTAIN ACCOUNTS

Section 6.01 Master Junior Lien Resolution Accounts and TIFIA Loan Junior Lien Sinking Fund Subaccounts 12
Section 6.02 Series 2015 Junior Lien Cost of Issuance Account 13
Section 6.03 Series 2015 Junior Lien TIFIA Expenses Account 13
Section 6.04 Additional Funds, Accounts and Subaccounts 14

ARTICLE VII
TRUSTEE PROVISIONS

Section 7.01	Duty to Act	14
Section 7.02	Limitations on Liability	14
Section 7.03	Compensation	14
Section 7.04	Reliance	14
Section 7.05	Resignation	14
Section 7.06	Removal	15
Section 7.07	Successor Trustee	15
Section 7.08	Mergers and Consolidations	16

ARTICLE VIII
MISCELLANEOUS

Section 8.01	Authorizations	16
Section 8.02	Parties Interested Herein	16
Section 8.03	Controlling Law; Members; Members of Authority not Liable	17
Section 8.04	TIFIA Lender not Liable	17
Section 8.05	Consent to Amendments to Lease Purchase Agreement	17
Section 8.06	Effective Date	18

EXHIBIT A	FORM OF JUNIOR LIEN REVENUE BOND SERIES 2015
EXHIBIT B	FORM OF TIFIA LOAN AGREEMENT
EXHIBIT C	FORM OF TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

FIRST SUPPLEMENTAL JUNIOR LIEN REVENUE BOND RESOLUTION

THIS FIRST SUPPLEMENTAL JUNIOR LIEN REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTING THE MASTER JUNIOR LIEN BOND RESOLUTION OF THE AUTHORITY ADOPTED ON THE DATE HEREOF; AUTHORIZING THE ISSUANCE AND DELIVERY OF NOT TO EXCEED $200,000,000 IN AGGREGATE PRINCIPAL AMOUNT (EXCLUDING CAPITALIZED INTEREST) OF ITS JUNIOR LIEN REVENUE BOND, SERIES 2015 (FEDERAL TIFIA LOAN) FOR THE PURPOSES OF EVIDENCING A TRANSPORTATION INFRASTRUCTURE FINANCE AND INNOVATION ACT ("TIFIA") LOAN FROM THE U.S. DEPARTMENT OF TRANSPORTATION, THE PROCEEDS OF WHICH SHALL BE USED TO PAY OR REIMBURSE THE AUTHORITY FOR CERTAIN PROJECT COSTS ASSOCIATED WITH THE WEKIVA PARKWAY PROJECT; APPROVING THE DATE, INTEREST RATE, INTEREST PAYMENT DATES, PRINCIPAL AMOUNT, PROVISIONS FOR PREPAYMENT AND MATURITY SCHEDULE FOR SUCH LOAN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TIFIA LOAN AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT; APPOINTING A TRUSTEE, PAYING AGENT, AND REGISTRAR; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE ISSUANCE AND DELIVERY OF SAID BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 4.7(E) and 5.5(B) of its Master Bond Resolution Authorizing Central Florida Expressway Authority Revenue Bonds, adopted by the Authority on February 3, 2003 (the "Master Senior Lien Resolution"), the Authority is permitted to issue from time to time bonds, evidences of indebtedness or other obligations secured by a pledge of System Pledged Revenues and Supplemental Payments which is junior, inferior, and subordinate to the pledge of System Pledged Revenues and Supplemental Payments securing bonds, evidences of indebtedness and obligations issued under and pursuant to the Master Senior Lien Resolution; and

WHEREAS, on the date hereof, the Authority has adopted that certain Master Junior Lien Bond Resolution Authorizing Central Florida Expressway Authority Junior Lien Revenue Bonds, as the same may be supplemented and amended from time to time (the "Master Junior Lien Resolution") for the purposes of issuing, from time to time, bonds, evidences of indebtedness, or other obligations secured by a second priority lien on System Pledged Revenues and Supplemental Payments, which lien is junior, inferior and subordinate in all respects to the lien of System Pledged Revenues securing the Bonds issued and Outstanding under the Master Senior Lien Resolution; and

WHEREAS, after thorough analysis, the Authority has determined that it is in its best interest to supplement the Master Junior Lien Resolution to authorize the issuance and delivery of its Central Florida Expressway Authority Junior Lien Revenue Bond, Series 2015 (Federal TIFIA Loan) substantially in the form attached hereto as **EXHIBIT A** (the "Series 2015 Bond"), in the principal amount not to exceed $200,000,000 (excluding capitalized interest) as a Series of Junior Lien Bonds for the purposes of evidencing a TIFIA loan (as further defined herein, the "TIFIA Loan") to be made to the Authority under that certain TIFIA Loan Agreement to be entered into by and between the Authority and the U.S. Department of Transportation (as further defined herein, "USDOT"), acting by and through the Federal Highway Administrator (as further defined herein, the "TIFIA Lender"), substantially in the form attached hereto as **EXHIBIT B** (as further defined herein, the "TIFIA Loan Agreement"); and

WHEREAS, the proceeds of the TIFIA Loan will be used to pay or reimburse the Authority for a portion of the Eligible Project Costs (as defined in the TIFIA Loan Agreement) associated with those segments of the Wekiva Parkway Project that the Authority is responsible for designing, constructing and equipping; and

WHEREAS, the Authority desires to approve the form of the Series 2015 Bond; and

WHEREAS, the Authority desires to approve the form of the TIFIA Loan Agreement which governs the terms and provisions of the Series 2015 Bond; and

WHEREAS, the Authority desires to approve the form of and authorize the execution and delivery of a Trustee, Paying Agent and Registrar Agreement, substantially in the form attached hereto as **EXHIBIT C**; and

WHEREAS, the Authority desires to set forth certain terms, conditions and provisions for the TIFIA Loan and to provide certain further matters related to the authorization, sale, issuance and delivery of the Series 2015 Bond, the execution and delivery of the TIFIA Loan Agreement and other matters related thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

ARTICLE I

AUTHORITY AND DEFINITIONS

SECTION 1.01 Authority for this Resolution. This resolution (the "Resolution") is adopted and implemented pursuant to the Central Florida Expressway Authority enabling legislation, codified as Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of law not inconsistent with the foregoing (collectively, the "Act") and the Master Junior Lien Resolution.

SECTION 1.02 Definitions. All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in Section 1.2 of the Master Junior Lien Resolution or Section 1.2 of the Master Senior Lien Resolution. As used herein, the following terms shall have the meanings set forth below:

A. **"Bond Counsel's Opinion"** means a written opinion of an attorney or firm of attorneys selected by the Authority which is of nationally recognized standing in the field of law relating to municipal bonds and the exclusion from gross income for federal income tax purposes of interest on municipal bonds.

B. **"Chief Financial Officer"** means the Chief Financial Officer of the Authority and shall also include any person holding the position and title of Interim Chief Financial Officer.

C. **"Federal Government"** means, individually or collectively as context may require, the TIFIA Lender, the United States of America, or any other agency, authority, department, division or other entity under the Control (as defined in the TIFIA Loan Agreement) of the United States of America.

D. **"Financial Advisor"** means, collectively, Public Financial Management, Inc. and National Minority Consultants, Inc.

E. **"Lost Bond Affidavit"** means that certain affidavit of the TIFIA Lender (or any other Federal Government Holder of any Series 2015 Bond) described in Section 4.04.C. hereof.

F. **"Maturity Date"** means the final maturity date of the Series 2015 Bond which shall be July 1, 2049.

G. **"Secretary"** means the Secretary or any Assistant Secretary of the Authority.

H. **"Series 2015 Bond"** means the Central Florida Expressway Authority Junior Lien Revenue Bond, Series 2015 (Federal TIFIA Loan) authorized pursuant to this Resolution.

I. **"Series 2015 Junior Lien Cost of Issuance Account"** means the Account established in Section 6.02 hereof.

J. **"TIFIA Junior Lien Interest Subaccount"** means the Subaccount established in Section 6.01.A. hereof.

K. **"TIFIA Junior Lien Principal Subaccount"** means the Subaccount established in Section 6.01.B. hereof.

L. **"TIFIA Junior Lien Redemption Subaccount"** means the Subaccount established in Section 6.01.C. hereof.

M. **"TIFIA Junior Lien Reserve Subaccount"** means the Subaccount established in Section 6.01.D. hereof.

N. **"TIFIA Lender"** means the USDOT, acting by and through the Federal Highway Administrator, an agency of USDOT, as Holder of the Series 2015 Bond, and any transferee permitted under the TIFIA Loan Agreement.

O. **"TIFIA Loan"** means the loan expected to be made to the Authority by the TIFIA Lender in an amount not to exceed $200,000,000 (excluding capitalized interest) and evidenced by the Series 2015 Bond.

P. **"TIFIA Loan Agreement"** means that certain TIFIA Loan Agreement between the TIFIA Lender and the Authority, substantially in the form attached hereto as **EXHIBIT B**, entered into in connection with the making of the TIFIA Loan and the issuance of the Series 2015 Bond.

Q. **"TIFIA Loan Obligations"** shall have the meaning specified in Section 4.03 hereof.

R. **"Trustee"** means Wells Fargo Bank, N.A., as Trustee, Paying Agent and Registrar for the Series 2015 Bond, together with any successor Trustee, Paying Agent and Registrar therefor.

S. **"USDOT"** means the U.S. Department of Transportation, an agency of the United States of America.

ARTICLE II

FINDINGS

SECTION 2.01 Findings. The Authority hereby finds, determines and declares as follows:

A. The Resolution, together with the TIFIA Loan Agreement, supplements the Master Junior Lien Resolution.

B. The Authority owns, operates and derives revenues from the Expressway System.

C. It is necessary, desirable, convenient and in the best interest of the Authority that the Authority execute and deliver the TIFIA Loan Agreement and evidence its rights and obligations thereunder by issuing the Series 2015 Bond, all for the valid public purposes set forth in this Resolution.

D. Upon the issuance thereof, the Series 2015 Bond shall constitute Junior Lien Bonds under the Master Junior Lien Resolution and shall be entitled to all the security and benefits thereof.

E. Prior to the sale of the Series 2015 Bond, the Financial Advisor will provide the Authority with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and a truth-in-bonding statement in accordance with Section 218.385, Florida Statutes.

ARTICLE III

CONTRACTUAL OBLIGATIONS

SECTION 3.01 Contract; Priority. In consideration of the acceptance of the Series 2015 Bond authorized to be issued hereunder by those who shall hold the same from time to time, the Master Junior Lien Resolution, as supplemented by this Resolution, together with the TIFIA Loan Agreement, shall be deemed to be and shall constitute a contract between the Authority and the registered Holder of the Series 2015 Bond. The covenants and agreements set forth herein and in the Master Junior Lien Resolution to be performed by the Authority shall be for the equal benefit, protection and security of the registered Holder of the Series 2015 Bond, and the Series 2015 Bond shall be of equal, second priority rank with the SIB Loan or any Additional Junior Lien Bonds hereafter issued and Qualified Junior Lien Swap Payments related to any Junior Lien Bonds issued under the Master Junior Lien Resolution, without preference, priority or distinction over any other thereof. All applicable covenants contained in the Master Junior Lien Resolution shall be fully applicable to the Series 2015 Bond as if originally issued thereunder, except as otherwise specifically provided herein.

SECTION 3.02 TIFIA Loan Documents. During any period that the Series 2015 Bond or the TIFIA Loan Agreement remain Outstanding, or in effect, the Authority shall be obligated to comply with all terms, provisions and covenants set forth in the TIFIA Loan Agreement, the Master Junior Lien Resolution, this Resolution and the Master Senior Lien Resolution.

SECTION 3.03 TIFIA Loan Agreement Covenants. The TIFIA Loan Agreement contains covenants and agreements that, in some instances, provide for requirements in addition to, or impose limitations with respect to certain covenants and agreements set forth in the Master Senior Resolution or the Master Junior Resolution, including, but not limited to, requirements for certain notices to be provided; the incurrence of additional debt, annual aggregate debt service requirements; no defeasance of the Series 2015 Bond permitted, obligation to provide a parity pledge of any additional

collateral pledged to other Series of Junior Lien Bonds; and ascension of Subordinate Bonds pursuant to Section 4.3 of the Master Junior Resolution. The Authority hereby acknowledges that, to the extent any such requirements or limitations are in effect pursuant to the TIFIA Loan Agreement, the Authority must comply with the TIFIA Loan Agreement during any period the Series 2015 Bond or any obligations pursuant to the TIFIA Loan Agreement remain Outstanding.

SECTION 3.04 Additional Security. During any period that any obligations pursuant to the TIFIA Loan Agreement remain Outstanding, to the extent the Authority, directly or indirectly, enters into, otherwise consents to, or, as of the Effective Date (as defined in the TIFIA Loan Agreement) is a party to, any Contractual Obligation (as defined in the TIFIA Loan Agreement) with respect to Permitted Debt (as defined in the TIFIA Loan Agreement) issued pursuant to the Master Junior Resolution that includes the granting of a Lien (as defined in the TIFIA Loan Agreement) on or the pledging of any additional security, including, but not limited to, Series Junior Lien Payments or Supplemental Junior Lien Payments (any such the "Additional Security"), to any Holder of any other Junior Lien Bond, the TIFIA Lender shall, hereby, automatically be granted and, thereby, immediately have, a parity Lien on any such Additional Security as security for the TIFIA Loan, without further action on the part of either the Authority, the Trustee or the TIFIA Lender. The TIFIA Lender shall be immediately and automatically entitled to exercise all of its rights pursuant to the TIFIA Loan Agreement and the Master Junior Resolution with respect to the Additional Security. Upon the release, termination or other discharge of all Contractual Obligations that are entitled to Additional Security, the TIFIA Lender's Lien on such Additional Security shall also terminate. The Authority shall comply with the provisions of the TIFIA Loan Agreement, including Section 17(k) thereof, in connection with the granting of Additional Security.

SECTION 3.05 Special Covenant Regarding Sale or Lease of Property. Notwithstanding Section 5.4(A) of the Master Junior Lien Resolution, the Authority covenants that, except as otherwise permitted in Sections 5.4(B) and (C) of the Master Junior Lien Resolution, it will not sell, lease or otherwise dispose of or encumber the Expressway System or any part thereof, or properties or facilities thereof; provided, however, that, to the extent permitted by law, the Authority may, subject to the requirements of Section 5.13 of the Master Junior Lien Resolution, and after obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Junior Lien Bond, lease or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the Expressway System, including but not limited to service stations, garages, stores, hotels, restaurants, recreational areas or facilities or other concessions, if such lease, contract, license or right does not, in the opinion of the Consulting Engineers, as shown by a certificate filed with the Authority, impede or restrict the operation by the Authority of the Expressway System. For so long as the Series 2015 Bond is Outstanding, a copy of any opinion of Bond Counsel and Consulting Engineers obtained in accordance with this Section 3.05 shall be provided to the TIFIA Lender.

ARTICLE IV

AUTHORIZATION AND ISSUANCE OF SERIES 2015 BOND

SECTION 4.01 Authorization of Issuance and General Description of Series 2015 Bond.

A. Subject and pursuant to the provisions hereof and of the Master Junior Lien Resolution, the Series 2015 Bond to be known as the "Central Florida Expressway Authority Junior Lien Revenue Bond, Series 2015 (Federal TIFIA Loan)" is hereby authorized to be issued and delivered in one or more subseries in the aggregate principal amount of not to exceed $200,000,000 (excluding capitalized interest), or such lesser amount as may be approved by the Chairman, Vice Chairman or Deputy Executive Director of Finance and Administration of the Authority for the purposes of evidencing and securing the obligations of the Authority under the TIFIA Loan Agreement. The proceeds of the TIFIA Loan Agreement will be used to pay or reimburse the Authority for a portion of the Eligible Project Costs associated with those segments of the Wekiva Parkway Project that the Authority is responsible for designing, constructing and equipping.

B. The Series 2015 Bond shall be issued as fixed rate Junior Lien Bonds in accordance with the terms and provisions set forth in the TIFIA Loan Agreement.

C. The Junior Lien Debt Service Reserve Requirement with respect to the Series 2015 Bond shall be equal to the amount required from time to time by the TIFIA Loan Agreement.

SECTION 4.02 Denominations, Numbers, Letters. The Series 2015 Bond shall be issued solely in the form of fully registered bonds in a single denomination equal to the principal amount of the Series 2015 Bond. The Series 2015 Bond shall be numbered consecutively from 1 upward with the letter "R" and the series designation prefixed to the number.

SECTION 4.03 Payments. The principal of, premium, if any, and interest on the Series 2015 Bond, and all other amounts due and payable under the TIFIA Loan Agreement (including, without limitation, any fees and expenses, indemnity payments or other obligations provided in the TIFIA Loan Agreement) (collectively, "TIFIA Loan Obligations"), shall be payable in accordance with the terms and provisions of the TIFIA Loan Agreement and the Trustee, Paying Agent and Registrar Agreement and shall be payable as provided in Section 4.06 hereof.

SECTION 4.04 Registration and Exchange.

A. The registration of any Series 2015 Bond may be transferred upon the registration books as provided in the Master Junior Lien Resolution. In all cases of a transfer of a Series 2015 Bond, the Trustee, in its capacity as registrar (the "Registrar") shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Series 2015 Bond or Bonds of the same Series, maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. Subject to and except as set forth in Section 8.04 of this Resolution with respect to the Federal Government, the Authority and the Registrar may charge the registered owner for the registration of every transfer or exchange of a Series 2015 Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Authority) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2015 Bond shall be delivered.

B. The Authority and the Trustee, in its capacities as trustee, registrar and paying agent, may deem and treat the registered Holder of any Series 2015 Bond as the absolute Holder of such Series 2015 Bond for the purpose of receiving payment of the principal thereof and the interest and premiums, if any, thereon. Series 2015 Bond may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2015 Bond, of other authorized denominations of the same Series and maturity.

C. Notwithstanding Section 2.8 of the Master Junior Lien Resolution, in case any Series 2015 Bond shall be mutilated, or be destroyed, stolen or lost (as context may require, the "Original Series 2015 Bond"), the TIFIA Lender (or any other Federal Government Holder of a Series 2015 Bond) may deliver to the Authority a Lost Bond Affidavit (attaching thereto either (a) in the event of a mutilated Original Series 2015 Bond, such mutilated Original Series 2015 Bond, or (b) in the event of a destroyed, stolen or lost Original Series 2015 Bond, a copy of such Original Series 2015 Bond) and upon such delivery in accordance with this Section 4.04.C., the Authority shall issue and deliver a new Series 2015 Bond of like tenor as the Series 2015 Bond so mutilated, destroyed, stolen, or lost, in exchange and substitution for such mutilated, destroyed, stolen, or lost Original Series 2015 Bond (the "Replacement Series 2015 Bond"); provided that, if such Original Series 2015 Bond has been mutilated, the Authority shall cancel such mutilated Original Series 2015 Bond, in connection with the issuance of such Replacement Series 2015 Bond.

The Lost Bond Affidavit, together with any required attachments, shall be delivered, by nationally recognized courier service or hand delivery, to the Authority at its notice address set forth in Section 37 of the TIFIA Loan Agreement.

The TIFIA Lender shall furnish the Authority its affidavit, pursuant to which the TIFIA Lender shall certify, acknowledge and agree as follows (a "Lost Bond Affidavit"):

(a) that the TIFIA Lender is the Holder of the Original Series 2015 Bond (attaching, as applicable, a copy or mutilated original of the Original Series 2015 Bond to its affidavit, as set forth in this Section 4.04.C.);

(b) that the TIFIA Lender (i) is unable to locate the Original Series 2015 Bond, after having made a diligent search of the TIFIA Lender's records and files and (ii) to the TIFIA Lender's knowledge, has not returned the Original Series 2015 Bond to the Borrower;

(c) that the Original Series 2015 Bond: (i) has not heretofore been sold, assigned or transferred, (ii) is not, on the date of such certification, pledged, hypothecated or encumbered by the TIFIA Lender, (iii) has not been marked paid or satisfied on its face and was never released, paid off or satisfied, (iv) has either been lost, mislaid or misfiled, and (vi) that the loss of custody of the Original Series 2015 Bond was not the result of a transfer by the TIFIA Lender or a lawful seizure;

(d) that if the Original Series 2015 Bond is located by the TIFIA Lender, then the TIFIA Lender will (i) not hereafter assign, pledge, hypothecate, encumber or otherwise dispose of the Original Series 2015 Bond or any interest therein, and (ii) notify the Authority that the Original Series 2015 Bond has been located, and deliver the Original Series 2015 Bond promptly to the Authority to be destroyed; and

(e) that upon issuance of the Replacement Series 2015 Bond, the Authority shall have no further obligations in respect of the Original Series 2015 Bond, and in no way shall any recovery of amounts owed under the Replacement Series 2015 Bond lead to a duplicative recovery for amounts that had been owed under the Original Series 2015 Bond.

In the event the Authority receives the Original Series 2015 Bond following the issuance of a Replacement Series 2015 Bond pursuant to certification (d) above, the Authority shall promptly confirm such receipt in writing to the TIFIA Lender and the Trustee and immediately destroy the Original Series 2015 Bond.

SECTION 4.05 Terms of Series 2015 Bond. The Series 2015 Bond shall be dated the date of delivery thereof, shall mature on the Maturity Date, shall bear interest payable from such date, payable semiannually on January 1 and July 1 of each year, commencing on the date provided for in the TIFIA Loan Agreement, at such rates and subject to prepayment in whole or in part and other terms, all as set forth and provided for in the TIFIA Loan Agreement and the Series 2015 Bond.

SECTION 4.06 Source of Payment.

A. The Series 2015 Bond and the TIFIA Loan Obligations shall constitute a "Junior Lien Bond" as such term is used in the Master Junior Lien Resolution. The

pledge of and second priority lien on System Pledged Revenues and Supplemental Payments securing the Series 2015 Bond and the TIFIA Loan Obligations, any additional Junior Lien Bonds and the SIB Loan is expressly junior, subordinate and inferior in all respects to the pledge and first priority lien on System Pledged Revenues deposited into the System General Revenue Fund securing the payment by the Authority of obligations and amounts under the Master Senior Lien Bond Resolution, including without limitation, Senior Lien Bonds. The subordinate pledge of and second priority lien on System Pledged Revenues securing the Series 2015 Bonds and the TIFIA Loan Obligations and any additional Junior Lien Bonds is on parity with the pledge and second priority lien on System Pledged Revenues securing the SIB Loan. The subordinate pledge of and second priority lien on System Pledged Revenues securing the Series 2015 Bonds, the TIFIA Loan Obligations and any additional Junior Lien Bonds and the SIB Loan is senior to the pledge and third priority lien on System Subordinate Pledged Revenues (as defined in the Master Subordinate Lien Resolution) deposited into the System General Reserve Fund securing the payment by the Authority of obligations and amounts under the Master Subordinate Lien Bond Resolution, including without limitation, Subordinate Bonds issued thereunder and the Department Long Term Debt.

B. THE SERIES 2015 BONDS, ANY ADDITIONAL JUNIOR LIEN BONDS OR OTHER OBLIGATIONS AUTHORIZED PURSUANT TO THE MASTER JUNIOR LIEN RESOLUTION (INCLUDING WITHOUT LIMITATION, QUALIFIED JUNIOR LIEN SWAP PAYMENTS) SHALL NOT BE AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE STATE OF FLORIDA OR THE AUTHORITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISIONS OR LIMITATIONS; BUT SHALL BE LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM A SUBORDINATE LIEN ON SYSTEM PLEDGED REVENUES AND SUPPLEMENTAL PAYMENTS, THE AMOUNTS ON DEPOSIT IN THE ACCOUNTS AND SUBACCOUNTS ESTABLISHED IN ACCORDANCE WITH THE TERMS OF THE MASTER JUNIOR LIEN RESOLUTION, OR THIS RESOLUTION.

NEITHER THE STATE OF FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA, NOR ANY POLITICAL SUBDIVISION OF THE STATE OF FLORIDA SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE JUNIOR LIEN BONDS, AND THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA, OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE JUNIOR LIEN BONDS. THE AUTHORITY HAS NO TAXING POWER. NO OWNER OF ANY OF THE JUNIOR LIEN BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA

COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, OR TAXATION IN ANY FORM OF REAL PROPERTY LOCATED THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED FOR THE PAYMENT OF THE JUNIOR LIEN BONDS. THE JUNIOR LIEN BONDS ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE EXPRESSWAY SYSTEM.

C. No recourse shall be had for the payment of the principal of or premium or interest on the Series 2015 Bond, an amounts due and owing under the TIFIA Loan Agreement, or for any claim based thereon or on the Master Junior Lien Resolution, this Resolution, the TIFIA Loan Agreement, or otherwise with respect thereto or hereto against any board member, officer or employee of the Authority or any person executing the Series 2015 Bond or the TIFIA Loan Agreement, and nothing in the Series 2015 Bond, the Master Junior Lien Resolution, this Resolution, or the TIFIA Loan Agreement shall create or give rise to any personal liability of any such board member, officer or employee of the Authority or person executing the Series 2015 Bond or the TIFIA Loan Agreement.

SECTION 4.07 Form of Series 2015 Bond. The Series 2015 Bond shall be in substantially the form attached as **EXHIBIT A** hereto and to the TIFIA Loan Agreement, with such insertions or omissions, endorsements and variations as may be necessary and appropriate to reflect the final terms and provisions of the TIFIA Loan Agreement, all as may be approved by the Chairman, Vice Chairman or Deputy Executive Director of Finance and Administration of the Authority, execution and delivery of the Series 2015 Bond to be conclusive evidence of such approval.

ARTICLE V

APPROVAL OF TIFIA LOAN AGREEMENT AND

TRUSTEE PAYING AGENT AND REGISTRAR AGREEMENT

SECTION 5.01 Approval of Form of TIFIA Loan Agreement. The form of TIFIA Loan Agreement attached hereto as **EXHIBIT B** is hereby approved, subject to such changes, insertions and omissions and filling of blanks therein as may be approved and made to such form of TIFIA Loan Agreement by the Chairman, Vice Chairperson or Deputy Executive Director of Finance and Administration or other Authorized Officer of the Authority executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval. The Chairman, Vice Chairman or Deputy Executive Director of Finance and Administration or other Authorized Officer is hereby authorized to execute the TIFIA Loan Agreement on behalf

of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve.

SECTION 5.02 Trustee, Paying Agent and Registrar Agreement; Appointment of Trustee. The form of the Trustee, Paying Agent and Registrar Agreement attached hereto as **EXHIBIT C** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Trustee, Paying Agent and Registrar Agreement by the officers of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. The Chairman, Vice Chairman or Deputy Executive Director of Finance and Administration is hereby authorized to execute the Trustee, Paying Agent and Registrar Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution. Wells Fargo Bank, N.A. (as defined herein, the "Trustee") is hereby designated as the initial Trustee, Paying Agent and Registrar under the Master Junior Lien Resolution, this Resolution, and the Trustee, Paying Agent and Registrar Agreement and shall serve until it resigns or is removed pursuant to Article VII of this Resolution and the Trustee, Paying Agent and Registrar Agreement, and a successor Trustee is appointed for the Series 2015 Bond as provided in Article VII of this Resolution. The Trustee shall signify its acceptance of all of the duties and obligations imposed upon it by the Master Junior Lien Resolution, this Resolution and the TIFIA Loan Agreement, by executing the Trustee, Registrar and Paying Agent Agreement. For so long as the Series 2015 Bonds shall remain Outstanding, the Trustee pursuant to the Master Junior Lien Resolution and the Trustee, Registrar and Paying Agent for the Series 2015 Bonds shall, at all times, be the same entity meeting the qualifications of Article VII hereof.

ARTICLE VI

ESTABLISHMENT OF CERTAIN ACCOUNTS

SECTION 6.01 Master Junior Lien Resolution Accounts and TIFIA Loan Junior Lien Sinking Fund Subaccounts. The Authority hereby directs the Trustee to establish the Accounts described in Section 4.5 of the Master Junior Lien Resolution. In addition, the Authority hereby creates, and directs the Trustee to establish the following subaccounts in the Junior Lien Sinking Fund Account, all of which shall be held by the Trustee solely for the benefit of the Holder of the Series 2015 Bond:

A. within the Junior Lien Interest Subaccount of the Junior Lien Sinking Fund Account, the "Central Florida Expressway Authority Series 2015 TIFIA Loan Interest Subaccount" (the "TIFIA Junior Lien Interest Subaccount"). The Authority shall deposit and the Trustee shall disburse amounts on deposit in the TIFIA Junior Lien Interest Subaccount in accordance with the terms and provisions of the Master Junior Lien Resolution, this Resolution and the TIFIA Loan Agreement.

B. within the Junior Lien Principal Subaccount of the Junior Lien Sinking Fund Account, the "Central Florida Expressway Authority Series 2015 TIFIA Loan Principal Subaccount" (the "TIFIA Junior Lien Principal Subaccount"). The Authority shall deposit and the Trustee shall disburse amounts on deposit in the TIFIA Junior Lien Principal Subaccount in accordance with the terms and provisions of the Master Junior Lien Resolution, this Resolution and the TIFIA Loan Agreement.

C. within the Junior Lien Bond Redemption Subaccount of the Junior Lien Sinking Fund Account, the "Central Florida Expressway Authority Series 2015 TIFIA Loan Redemption Subaccount" (the "TIFIA Junior Lien Redemption Subaccount"). The Authority shall deposit and the Trustee shall disburse amounts on deposit in the TIFIA Junior Lien Redemption Subaccount in the event that the Authority prepays all or a portion of the TIFIA Loan (other than prepayments of principal pursuant to the Loan Amortization Schedule attached to the TIFIA Loan Agreement as Exhibit G and regular installments of interest due and payable thereon), all in accordance with the terms and provisions of the Master Junior Lien Resolution, this Resolution and the TIFIA Loan Agreement.

D. within the Junior Lien Debt Service Reserve Subaccount of the Junior Lien Sinking Fund Account, the "Central Florida Expressway Authority Series 2015 TIFIA Loan Debt Service Reserve Subaccount" (the "TIFIA Junior Lien Reserve Subaccount"). The Authority shall deposit and the Trustee shall disburse amounts on deposit in the TIFIA Junior Lien Reserve Subaccount in accordance with the terms and provisions of the Master Junior Lien Resolution, this Resolution and the TIFIA Loan Agreement. Amounts on deposit in the TIFIA Junior Lien Reserve Subaccount shall be held solely for the benefit of the Series 2015 Bond and shall not, in any event, secure any other obligations of the Authority, including, but not limited to, other Bonds which are currently Outstanding, or may be issued in the future under the Master Senior Lien Resolution, the Master Junior Lien Resolution, or the Master Subordinate Lien Bond Resolution, adopted by the Authority on November 28, 2012.

SECTION 6.02 Series 2015 Junior Lien Cost of Issuance Account. The Authority hereby establishes with the Trustee the "Central Florida Expressway Authority Junior Lien Revenue Bond, Series 2015 Cost of Issuance Account" (the "Series 2015 Junior Lien Cost of Issuance Account") as a separate account under the Master Junior Lien Resolution. Amounts deposited into the Series 2015 Junior Lien Cost of Issuance Account shall be used only for the payment of costs associated with the original issuance of the Series 2015 Bond.

SECTION 6.03 Series 2015 Junior Lien TIFIA Expenses Account. The Authority hereby establishes with the Trustee the "Central Florida Expressway Authority Junior Lien Revenue Bond, Series 2015 TIFIA Expenses Account" (the "Series 2015 Junior Lien TIFIA Expenses Account") as a separate account under the Master Junior Lien Resolution. Amounts deposited into the Series 2015 Junior Lien TIFIA Expenses Account shall be used for the payment of any TIFIA Loan Obligations that are not

otherwise paid from the Accounts and Subaccounts established hereunder or under the Master Junior Lien Resolution.

SECTION 6.04 Additional Funds, Accounts and Subaccounts. The Authority may, by certificate of an Authorized Officer in connection with the issuance of the Series 2015 Bond, and based on the advice of the Financial Advisor, establish separate funds, accounts or subaccounts associated with the Series 2015 Bond, as the Authority may reasonably determine are necessary or desirable in connection with the issuance of the Series 2015 Bond.

ARTICLE VII

TRUSTEE PROVISIONS

SECTION 7.01 Duty to Act. The Trustee shall not be under any obligation to institute any suit, take any remedial proceeding under this Resolution or the Master Junior Lien Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified by or on behalf of the Authority to its satisfaction against any and all reasonable cost and expenses, outlays and counsel fees and other disbursements and against all liability not due to its misconduct, negligence or bad faith.

SECTION 7.02 Limitations on Liability. The Trustee shall not be liable or responsible because of the failure of the Authority to perform any act required by this Resolution or the Master Junior Lien Resolution. The Trustee shall not be liable in connection with the performance of its duties under this Resolution or the Master Junior Lien Resolution except for its own misconduct, negligence or bad faith.

SECTION 7.03 Compensation. The Authority shall, out of System Pledged Revenues available pursuant to Section 4.7(E) of the Master Junior Lien Resolution, pay to the Trustee such reasonable compensation as shall be agreed upon between the Authority and the Trustee.

SECTION 7.04 Reliance. The Trustee shall be protected and shall incur no liability for acts or omissions made in good faith, reasonably and in accordance with the terms of this Resolution, upon any resolution, order, notice, request, consent, waiver, or other paper or document which it shall, in good faith, reasonably believe to be genuine and to have been adopted and signed by an Authorized Officer or to have been prepared and furnished pursuant to the provisions of this Resolution. The Trustee shall not be responsible for determining what are Permitted Investments.

SECTION 7.05 Resignation. The Trustee may resign and thereby become discharged from the trust created under this Resolution or the Master Junior Lien

Resolution by notice, in writing, to be given to the Authority and the Holder of the Series 2015 Bond not less than ninety (90) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment and acceptance of a successor trustee pursuant to Section 7.07 hereof if said appointment and acceptance shall be before the time specified by such notice. No resignation shall become effective until a successor has been appointed and accepted the responsibilities hereunder.

SECTION 7.06 Removal. The Trustee may be removed at any time by the Authority. The Authority shall promptly provide the Holder of the Series 2015 Bond with written notice of such removal; provided that, for so long as the TIFIA Lender is the Holder of all or any portion of the Series 2015 Bond, the TIFIA Lender shall receive notice of such removal in accordance with Section 16(g) of the TIFIA Loan Agreement. No removal shall become effective until a successor has been appointed and accepted the responsibilities hereunder.

SECTION 7.07 Successor Trustee.

A. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of Trustee shall become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall, within thirty (30) days, appoint a successor Trustee, not unacceptable to the TIFIA Lender, to fill such vacancy. The Trustee appointed under this section shall be a bank or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity. Any such successor Trustee shall have combined capital, surplus, and undivided profits of at least $50,000,000.

B. Every successor Trustee appointed under this Resolution pursuant to Sections 7.05, 7.06 and 7.07 A. shall execute, acknowledge and deliver to its predecessor, and also to the Authority, an instrument in writing accepting such appointment, and thereupon such successor Trustee without further act, deed, or conveyance, shall become fully vested with all monies, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 7.03, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor; and every predecessor Trustee shall deliver all property and moneys held by it under this Resolution, the Master Junior Lien Resolution and the Trustee Registrar and Paying Agent Agreement to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee,

any such instrument in writing shall, on request, be executed, acknowledged and delivered by the Authority.

SECTION 7.08 Mergers and Consolidations. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee shall sell or transfer all or substantially all of the bond administration portion of its corporate trust business, provided that such company shall be a bank, or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity, have combined capital, surplus, and undivided profits of at least $50,000,000, shall be successor to the Trustee without the execution or filing of any paper or performance of any further act.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 Authorizations. The Chairman or the Vice Chairman is hereby authorized to countersign the Series 2015 Bond by his or her manual or facsimile signature in the manner provided herein. The Chairman, Vice Chairman, Secretary, Executive Director, Deputy Executive Director of Finance and Administration, Chief Financial Officer or other Authorized Officer, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, instruments, contracts, and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, the Executive Director, Deputy Executive Director of Finance and Administration and the Chief Financial Officer of the Authority are hereby designated as the primary officers of the Authority charged with the responsibility of issuing the Series 2015 Bond. In the absence or unavailability of the Chairman, the Vice Chairman is hereby authorized to act in his place. If any officer of the Authority who has signed the Series 2015 Bond or any other documents, certificates, instruments, contracts, and agreements in furtherance of this Resolution shall cease to hold such office before the delivery date of such Series 2015 Bond, documents, certificates, instruments, contracts, and agreements, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery.

SECTION 8.02 Parties Interested Herein. Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, the Paying Agent, and the registered Holder of the Series 2015 Bond, any right, remedy or claim under or by reason

of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agent, if any, and the registered Holder of the Series 2015 Bond.

SECTION 8.03 Controlling Law; Members; Members of Authority not Liable. All covenants, stipulations, obligations and agreements of the Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Authority in his or her individual capacity, and neither the members of the Governing Body of the Authority nor any official executing the Series 2015 Bond shall be liable personally on the Series 2015 Bond or under this Resolution or shall be subject to any personal liability or accountability by reason of the issuance of the Series 2015 Bond or the execution thereof by the Authority or such officers thereof.

SECTION 8.04 TIFIA Lender not Liable. Anything herein or in the Master Junior Lien Resolution to the contrary notwithstanding, at any time that the Federal Government, including the TIFIA Lender, is the registered owner no fees, expenses, charges or other payments shall be required with respect to or in connection with any matter, covenant, stipulation or agreement herein described and the Federal Government, including the TIFIA Lender, shall not be liable for any fees, expenses charges or other payments under the Master Junior Resolution or this Resolution other than disbursements of the TIFIA Loan pursuant to the TIFIA Loan Agreement.

SECTION 8.05 Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the Series 2015 Bond, the Holder of the Series 2015 Bond shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

SECTION 8.06 Effective Date. This Resolution shall become effective upon approval.

This Resolution was approved and adopted by the Central Florida Expressway Authority on March 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Welton Cadwell, Chairman

ATTEST:

By:_____
Darleen Mazzillo, Assistant Secretary

Signed:

_____
Based upon review by Issuer's Counsel acting upon the direction of General Counsel, this Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

EXHIBIT A

FORM OF JUNIOR LIEN REVENUE BOND SERIES 2015

[Attached]

EXHIBIT A

FORM OF TIFIA BOND

R-1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
JUNIOR LIEN REVENUE BOND, SERIES 2015
(WEKIVA PARKWAY PROJECT)

(TIFIA _____)
TIFIA BOND

Maximum Principal Amount: $ [Maximum Amount of TIFIA Loan]

Effective Date: _____ Final Maturity Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the State of Florida (the "State"), created under the laws of the State (the "**Borrower**"), for value received, hereby promises to pay to the order of the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, acting by and through the Federal Highway Administrator, or its assigns (the "**TIFIA Lender**"), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all disbursements (the "**Disbursements**") made by the TIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the TIFIA Loan Agreement, dated as of the date hereof, between the TIFIA Lender and the Borrower (the "**TIFIA Loan Agreement**"), being hereinafter referred to as the "**Outstanding Principal Sum**"), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the TIFIA Loan Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in the TIFIA Loan Agreement. Each Disbursement made by the TIFIA Lender to the Borrower pursuant to the TIFIA Loan Agreement and each prepayment made on account of the Outstanding Principal Sum, shall be recorded by or on behalf of the TIFIA Lender in **Exhibit G** to the TIFIA Loan Agreement in accordance with the terms of the TIFIA Loan Agreement. The principal hereof shall be payable in the manner and at the place provided in the TIFIA Loan Agreement in accordance with **Exhibit G** to the TIFIA Loan Agreement, as revised from time to time in accordance with the TIFIA Loan Agreement, until paid in full. Such **Exhibit G** shall be revised or completed by or on behalf of the TIFIA Lender in accordance with the terms of the TIFIA Loan Agreement. Payments hereon are to be made in accordance with Section 37 of the TIFIA Loan Agreement as the same become due. Principal of and interest on this TIFIA Bond shall be paid in funds available on or before the due date and in any lawful coin or currency of the United States of America which at the date of payment is legal tender for the payment of public and private debts.

This TIFIA Bond is executed under and pursuant to the TIFIA Loan Agreement and the Master Junior Lien Bond Resolution, as supplemented by the First Supplemental Junior Lien Revenue Bond Resolution, each adopted by the Borrower on March 12, 2015 (together, the

"**Junior Resolution**"), and is issued pursuant to the Junior Resolution to evidence the obligations of the Borrower under the TIFIA Loan Agreement to repay the loan made by the TIFIA Lender and any other payments of any kind required to be paid by the Borrower under the TIFIA Loan Agreement or the other TIFIA Loan Documents referred to therein. Reference is made to the TIFIA Loan Agreement and to all amendments and supplements thereto for a description of the security pledged and assigned and the provisions, among others, with respect to the nature and extent of the security, the rights, duties and other obligations of the Borrower, the terms on which this TIFIA Bond is issued and secured, and the rights of the Bondholder of the TIFIA Bond. The terms and conditions set forth herein concerning payment and other rights and remedies of the Bondholder of the TIFIA Bond are descriptive only and are subject in all cases to the terms and conditions as set forth in the Senior Resolution, the Junior Resolution and the TIFIA Loan Agreement. All capitalized terms used in this TIFIA Bond and not defined herein shall have the meanings set forth in the TIFIA Loan Agreement.

This TIFIA Bond shall be registered on the books of the Registrar (as defined in the Junior Resolution) to be kept for that purpose by the Registrar. In all cases of a transfer of this TIFIA Bond, the Registrar shall at the earliest practical time in accordance with the terms of the Junior Resolution enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered TIFIA Bond of the same Series, maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds.

This TIFIA Bond shall be subject to mandatory prepayment in accordance with the TIFIA Loan Agreement.

This TIFIA Bond may be prepaid at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be prepaid are to be determined in accordance with the TIFIA Loan Agreement; provided, however, such prepayments shall be in principal amounts of at least $1,000,000 and any integral multiple of $1.00 in excess thereof), at any time or from time to time, without penalty or premium, by paying to the TIFIA Lender such principal amount of the TIFIA Bond to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment in accordance with the TIFIA Loan Agreement.

Payment of the obligations of the Borrower under this TIFIA Bond is secured by the System Pledged Revenues pursuant to the Junior Resolution referred to in the TIFIA Loan Agreement.

The obligations of the Borrower under this TIFIA Bond, the TIFIA Loan Agreement and the other TIFIA Loan Documents referred to therein are in all respects in right of security (a) junior, inferior and subordinate to the Senior Lien Bonds and Hedging Obligations under the Senior Resolution (other than Hedging Termination Obligations in connection with Senior Lien Bonds), (b) on parity with (i) the other Junior Lien Bonds and Hedging Obligations under the Junior Resolution (other than Hedging Termination Obligations in connection with Junior Lien Bonds), and (ii) Hedging Termination Obligations pursuant to Hedging Agreements entered into in connection with Senior Lien Bonds, and (c) senior to (i) the Subordinate Bonds and Hedging Obligations under the Subordinate Resolution and (ii) Hedging Termination Obligations pursuant

to Hedging Agreements entered into in connection with Junior Lien Bonds, all in the manner and to the extent provided in the Junior Resolution referred to in the TIFIA Loan Agreement.

On each payment due date, payments hereon are to be made in the manner and at the place specified by the TIFIA Lender pursuant to Section 9(f) of the TIFIA Loan Agreement.

Any delay on the part of the TIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist, and be performed precedent to and in the issuance of this TIFIA Bond have happened, exist and have been performed as so required. This TIFIA Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

IN WITNESS WHEREOF, Central Florida Expressway Authority has caused this TIFIA Bond to be executed in its name and its seal to be affixed hereto and attested by its duly authorized officer, all as of the Effective Date set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION

This TIFIA Bond is the TIFIA Bond described in the within-mentioned Junior Resolution.

WELLS FARGO BANK, N.A. as Trustee

By: _____
(Authorized Signer)

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells, assigns and transfers unto

(Please Insert Social Security or other identifying number of Assignee(s)):

the within note and all rights thereunder.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

FORM OF TIFIA LOAN AGREEMENT

[Attached]

BMO Draft #8
3/3/15

UNITED STATES
DEPARTMENT OF TRANSPORTATION

TIFIA LOAN AGREEMENT

For Up to $[193,695,000]

With

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

For the

WEKIVA PARKWAY PROJECT
(TIFIA – 20____)

Dated as of _____, 2015

TABLE OF CONTENTS

		Page
SECTION 1.	Definitions	2
SECTION 2.	Interpretation	44
SECTION 3.	TIFIA Loan Amount	45
SECTION 4.	Disbursement Conditions	45
SECTION 5.	Term	47
SECTION 6.	Interest Rate	47
SECTION 7.	Outstanding TIFIA Loan Balance and Revisions to Exhibit G and the Loan Amortization Schedule	47
SECTION 8.	Security and Priority; Flow of Funds	48
SECTION 9.	Payment of Principal and Interest	48
SECTION 10.	Prepayment	51
SECTION 11.	[Reserved]	52
SECTION 12.	Compliance with Laws	52
SECTION 13.	Conditions Precedent	52
SECTION 14.	Representations and Warranties of Borrower	58
SECTION 15.	Representations and Warranties of TIFIA Lender	64
SECTION 16.	Affirmative Covenants	64
SECTION 17.	Negative Covenants	75
SECTION 18.	Indemnification	78
SECTION 19.	Sale of TIFIA Loan	79
SECTION 20.	Events of Default and Remedies	79
SECTION 21.	Accounting and Audit Procedures; Inspections; Reports and Records	84
SECTION 22.	Financial Plan, Statements, and Reports	85
SECTION 23.	Project Oversight and Monitoring	89
SECTION 24.	No Personal Recourse	90
SECTION 25.	No Third Party Rights	90
SECTION 26.	Borrower's Authorized Representative	91
SECTION 27.	TIFIA Lender's Authorized Representative	91
SECTION 28.	Servicer	91
SECTION 29.	Fees and Expenses	91
SECTION 30.	Amendments and Waivers	92
SECTION 31.	Governing Law	93
SECTION 32.	Severability	93
SECTION 33.	Successors and Assigns	93
SECTION 34.	Remedies Not Exclusive	93
SECTION 35.	Delay or Omission Not Waiver	93
SECTION 36.	Counterparts	93
SECTION 37.	Notices; Payment Instructions	93
SECTION 38.	Effectiveness	95
SECTION 39.	Termination	95
SECTION 40.	Integration	95

SCHEDULE I – Project Budget

SCHEDULE II – Construction Schedule

SCHEDULE 14 (t) – Environmental Compliance

SCHEDULE 14 (u) – Principal Project Contracts & Governmental Authorizations

SCHEDULE 14 (v) – Insurance

SCHEDULE 14 (y) – Intellectual Property

EXHIBIT A – Form of TIFIA Bond

EXHIBIT B – Anticipated TIFIA Loan Disbursement Schedule

EXHIBIT C – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

EXHIBIT D – Requisition Procedures

EXHIBIT E – United States Department of Transportation, Federal Highway Administration Compliance With Laws

EXHIBIT F – FHWA Oversight / Compliance Agreement

EXHIBIT G – TIFIA Debt Service

EXHIBIT H – Opinions Required of Counsel to Borrower

EXHIBIT I – Form of Certificate of Trustee

EXHIBIT J – Form of Omnibus Certificate of Borrower

EXHIBIT K – List of Outstanding Obligations

EXHIBIT L – List of Existing Swap Agreements

EXHIBIT M – Other Contractual Obligations

EXHIBIT N-1 – Flow of Funds Pursuant to the Senior Resolution

EXHIBIT N-2 – Flow of Funds Pursuant to the Junior Resolution

TIFIA LOAN AGREEMENT

THIS TIFIA LOAN AGREEMENT (this "**Agreement**"), dated as of the Effective Date, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and an agency of the State of Florida (the "**State**"), created under the laws of the State, with an address of 4974 ORL Tower Road, Orlando, Florida 32807, formerly known as the Orlando-Orange County Expressway Authority (the "**Borrower**"), and the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, an agency of the United States of America, acting by and through the Federal Highway Administrator (the "**Administrator**"), with an address of 1200 New Jersey Avenue, S.E., Washington, DC 20590 (the "**TIFIA Lender**").

RECITALS:

WHEREAS, the Congress of the United States of America (the "**Congress**") has found that a well-developed system of transportation infrastructure is critical to the economic well-being, health and welfare of the people of the United States and, in furtherance thereof, has enacted the Transportation Infrastructure Finance and Innovation Act of 1998 ("**TIFIA**"), § 1501 *et seq.* of Public Law 105-178 (as amended by Public Law 105-206, Public Law 109-59 and Public Law 112-141) (the "**Act**"), as codified as 23 U.S.C. § 601, *et seq.*; and

WHEREAS, Section 603 of the Act authorizes the TIFIA Lender to enter into agreements with one or more obligors to make secured loans; and

WHEREAS, the Borrower has requested that the TIFIA Lender make the TIFIA Loan (as defined herein) in a principal amount not to exceed $[193,695,000] (excluding capitalized interest) to be used to pay a portion of the Eligible Project Costs (as defined herein) related to the Project (as defined herein) pursuant to the application for TIFIA credit assistance received on November 26, 2014 (the "**Application**"); and

WHEREAS, on [_____], the Secretary (as defined herein) approved TIFIA credit assistance for the Project in the form of a direct loan in an aggregate principal amount not to exceed $[193,695,000] (excluding capitalized interest) and waived the non subordination requirements of Section 603(b)(6)(A) of the Act in accordance with Section 603(b)(6)(B) of the Act; and

WHEREAS, the TIFIA Lender is prepared to extend credit upon the terms and conditions hereof; and

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the TIFIA Bond (as defined herein) in accordance with the terms and provisions hereof and of the TIFIA Bond and the Junior Resolution (as defined herein); and

WHEREAS, the TIFIA Lender has entered into this Agreement in reliance upon, among other things, the Traffic and Revenue Study (as defined herein) and the Base Case Projections (as defined herein) delivered by the Borrower.

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and

intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the TIFIA Lender as follows:

SECTION 1. Definitions. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this Section 1 or as otherwise defined in this Agreement. Any term used in this Agreement that is defined by reference to any other agreement, including, but not limited to, the Related Documents (as defined herein), shall continue to have the meaning specified in such agreement on the Effective Date, whether or not such agreement remains in effect.

"**Acceptable Credit Rating**" means, (a) in connection with a Qualified Hedge, with respect to any Person, the rating of its unsecured, senior long-term indebtedness (or, if such Person has no such rating, then its issuer rating or corporate credit rating) is no lower than (i) at the time such Person executes, delivers or issues a Qualified Hedge, 'A+', 'A1' or the equivalent rating from any Nationally Recognized Rating Agency, and (ii) at any time thereafter, 'A', 'A2' or the equivalent rating from any Nationally Recognized Rating Agency, or (b) in connection with an irrevocable letter of credit or insurance policy to be deposited into a debt service reserve account in accordance with the terms of the Senior Resolution and the Junior Resolution, "A+", "A1" or the equivalent rating from any Nationally Recognized Rating Agency.

"**Accreted Amount**" means, with respect to any Capital Appreciation Bonds, as of the date of calculation, the amount established pursuant to the Supplemental Resolution authorizing such Capital Appreciation Bonds as the amount representing the initial public offering price plus the accumulated and compounded interest on such Bonds to the date of calculation.

"**Act**" has the meaning ascribed thereto in the recitals. In addition, the Act includes those sections of law which are codified in Title 23, United States Code.

"**Additional Bonds**" (a) means any of the following obligations that are issued after the Effective Date and satisfy the applicable requirements of the Senior Resolution, Junior Resolution or Subordinate Resolution, as the case may be, with respect to the issuance of any additional indebtedness:

(i) Senior Lien Bonds or Junior Lien Bonds, that, except to the extent otherwise provided with respect to Completion Bonds in subclause (iv) below, satisfy the requirements of subparagraphs (b) through (f) below;

(ii) Subordinate Bonds (including, without limitation, Subordinate Bonds issued at a Variable Interest Rate, irrespective of whether there is any Hedging Agreement in connection therewith and any Commercial Paper Program);

(iii) Project Bond Anticipation Notes;

(iv) Completion Bonds, so long as, prior to the issuance of such bonds, (A) the Borrower delivers a Certificate to the TIFIA Lender to the effect that the additional investment is necessary and that the proceeds, together with other funds available to complete the Project, are expected to be sufficient to complete the construction of the Project; provided, that the aggregate

amount of Completion Bonds incurred shall not exceed ten percent (10%) of the total amounts included in the Project Budget as of the Effective Date without the prior written consent of the TIFIA Lender, (B) the Consulting Engineer confirms, in writing to the TIFIA Lender, the content of such Certificate, and (C) the Borrower satisfies the requirements of subparagraph (f) below; and

(v) so long as the Borrower satisfies the requirements of subparagraphs (e) and (f) below and the Borrower receives the written consent of the TIFIA Lender prior to any such issuance, Variable Interest Rate Bonds, other than Subordinate Bonds that bear interest at a Variable Interest Rate.

(b) With respect to the issuance of Senior Lien Bonds or Junior Lien Bonds, the Borrower must deliver to the TIFIA Lender, prior to the issuance of such Senior Lien Bonds or Junior Lien Bonds:

(i) a Certificate certifying that (A) the Borrower is current on all deposits into all various funds and accounts and all payments theretofore required to have been deposited or made by the Borrower under the provisions of the Senior Resolution, the Junior Resolution and the Subordinate Resolution, (B) there exists no Event of Default, as such term is defined in each of the Senior Resolution, the Junior Resolution and this Agreement, and (C) the amount of the Net Revenues during the immediately preceding Borrower Fiscal Year, or any twelve (12) consecutive calendar months selected by the Borrower out of the fifteen (15) consecutive calendar months immediately preceding the issuance of such Senior Lien Bonds or Junior Lien Bonds, subject to such adjustments as are required pursuant to the definitions of Senior Debt Service or Junior Debt Service set forth in this Agreement, as the case may be, as verified by the Verification Agent, equaled at least one hundred twenty percent (120%) of the Annual Aggregate Debt Service Requirement (excluding any obligations being refunded) and the Senior Lien Bonds or Junior Lien Bonds proposed to be issued; and

(ii) a Certificate stating that, based upon reasonable assumptions (which assumptions, and related calculations, shall be set forth in such Certificate), the projected Net Revenues for the current Borrower Fiscal Year and each of the subsequent Borrower Fiscal Years through the repayment in full of the TIFIA Loan are sufficient to meet the Rate Coverage Test (taking into account the Senior Lien Bonds or Junior Lien Bonds proposed to be issued and excluding any obligation being refunded).

(c) If all or any portion of the proceeds of any Senior Lien Bonds or Junior Lien Bonds will be used solely to refinance any of the outstanding obligations of the Borrower secured by the same Lien on System Pledged Revenues as the obligation being refinanced (the "**Refinanced Portion**"), prior to the issuance of such Senior Lien Bonds or Junior Lien Bonds, the Borrower must deliver to the TIFIA Lender a Certificate certifying, with respect to the Refinanced Portion only, that:

(i) the net proceeds thereof (after deducting any required deposit to a debt service reserve fund and the costs of issuance, as applicable, for the Senior Lien Bonds or the Junior Lien Bonds) do not exceed the principal amount of the obligations being refinanced; and

(ii) for each Borrower Fiscal Year during which the TIFIA Loan remains Outstanding, as applicable, (A) with respect to Senior Lien Bonds, the Annual Gross Debt Service taking into account all of the then Outstanding Senior Lien Bonds (other than the Refinanced Portion of such Senior Lien Bonds) and the Additional Bonds, is forecasted to be less than the Annual Gross Debt Service forecasted for each such Borrower Fiscal Year in the Base Case Projections or (B) with respect to Junior Lien Bonds, Annual Gross Junior Lien Debt Service, taking into account all of the then Outstanding Junior Lien Bonds (other than the Refinanced Portion of such Junior Lien Bonds) and the Additional Bonds, is forecasted to be less than the Annual Gross Junior Lien Debt Service forecasted for each such Borrower Fiscal Year in the Base Case Projections.

(d) Notwithstanding the provision of Section 5.6(F)(ii) of the Senior Resolution and except as provided in subclause (iv) of subparagraph (a) above, Senior Lien Bonds that constitute Completion Bonds within such provision of the Senior Resolution must comply with the provisions of Section 5.6(C)(iii) of the Senior Resolution.

(e) Notwithstanding the provisions of the Senior Resolution or the Junior Resolution, Commercial Paper Program shall not be issued pursuant to the Senior Resolution or the Junior Resolution, without the prior written consent of the TIFIA Lender.

(f) The Nationally Recognized Rating Agency that provided the most recent public ratings of the Senior Lien Bonds and the Junior Lien Bonds, including the TIFIA Loan, in accordance with Section 16(j) of this Agreement shall have confirmed that the incurrence of such Senior Lien Bonds or Junior Lien Bonds shall not result in a downgrade of the credit ratings of the Senior Lien Bonds, the Junior Lien Bonds, and the TIFIA Loan, respectively, below the lower of the credit ratings as of the Effective Date or the then-existing credit ratings.

"**Additional Project Contracts**" means any contract, agreement, letter of intent, understanding or instrument (other than a Principal Project Contract or Other Project Contracts) entered into by the Borrower after the Effective Date, providing for the design, construction, testing, start-up, safety, financial services, operation or maintenance of the Project or the System, or otherwise relating to the Project or the System; provided, however, that a contract or agreement shall not constitute an Additional Project Contract if it (a) is entered into (i) in the ordinary course of business in connection with the furnishing of goods or equipment, the performance of services, or Project or System operations or maintenance; or (ii) for necessary Project-related or System-related expenditures; (b) commits the Borrower to spend, or is reasonably expected to involve expenditures by the Borrower in one contract of no more than $5,000,000 or no more than $10,000,000 in any series of related contracts; and (c) is for a term not exceeding two (2) years.

"**Administrative Expenses**" means all of the reasonable expenses of the Borrower which are contained in the Annual Budget and approved and authorized to be expended in accordance with Section 5.10 of the Senior Resolution. Administrative Expenses shall not include costs and expenses that are included as Cost of Operation or Cost of Maintenance.

"**Administrator**" has the meaning ascribed thereto in the preamble.

"**Agreement**" has the meaning ascribed thereto in the preamble.

"**Annual Aggregate Debt Service Requirement**" means, for any Borrower Fiscal Year, the annual aggregate sum of the Senior Debt Service, Junior Debt Service and, for so long as the Series 2012A Bonds have not ascended to the status of a Junior Lien Bond in accordance with Section 4.3 of the Junior Resolution, the Subordinate Bond debt service requirements with respect to the Series 2012A Bonds.

"**Annual Budget**" means the budget required to be adopted by the Borrower each Borrower Fiscal Year pursuant to Section 5.10 of the Senior Resolution, as such budget may be amended from time to time.

"**Annual Gross Debt Service**" has the meaning ascribed thereto in the Senior Resolution.

"**Annual Gross Junior Lien Debt Service**" has the meaning ascribed thereto in the Junior Resolution.

"**Anticipated TIFIA Loan Disbursement Schedule**" means the schedule set forth as **Exhibit B**, reflecting the anticipated disbursement of proceeds of the TIFIA Loan; as such schedule may be amended from time to time pursuant to Section 4(e).

"**Application**" has the meaning ascribed thereto in the recitals.

"**Authorized Amount**" means, with respect to any Commercial Paper Program, the maximum principal amount of commercial paper which is then authorized by the Borrower to be Outstanding at any one time pursuant to such Commercial Paper Program.

"**Balloon Junior Lien Bonds**" means Junior Lien Bonds (and repayment obligations on any Credit Facility relating thereto), other than Junior Lien Bonds which mature within one year of the date of issuance thereof, twenty-five percent (25%) or more of the principal installments on which, during any period of twelve (12) consecutive months, (a) are due or (b) at the option of the holder thereof may be redeemed.

"**Balloon Senior Lien Bonds**" means Senior Lien Bonds (and repayment obligations on any Credit Facility relating to such Senior Lien Bonds), other than Senior Lien Bonds which mature within one year of the date of issuance thereof, twenty-five (25%) or more of the principal installments on which, during any period of twelve (12) consecutive months, (a) are due or (b) at the option of the holder thereof may be redeemed.

"**Bank Lending Margin**" means in respect of any Variable Interest Rate Bonds, the "**Applicable Margin**" or comparable interest rate margin as defined in the financing documents related to such Variable Interest Rate Bonds.

"**Bank Secrecy Act**" means the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder.

"**Bankruptcy Related Event**" means, with respect to any Person (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of such Person or any of its debts, or of a substantial part of the assets thereof, under any Insolvency Laws, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for such Person or for a substantial part of the assets thereof and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered, (b) such Person shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official therefor or for a substantial part of the assets thereof, (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, (iii) solely with respect to the Borrower, fail to make two (2) consecutive payments of TIFIA Debt Service required to have been paid pursuant to the provisions of Section 9, (iv) make a general assignment for the benefit of creditors, (v) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in subparagraph (a) of this definition, (vi) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any Insolvency Law, (vii) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (vi), inclusive, of this subparagraph (b), or (viii) take any action for the purpose of effecting any of the foregoing, including seeking approval or legislative enactment by any Governmental Authority to authorize commencement of a voluntary proceeding under any Insolvency Law, or (c) any Person shall (i) commence a process of exercising any remedies in connection with the System Pledged Revenues or, (ii) in connection with any event of default under the Senior Resolution, Junior Resolution or Subordinate Resolution, as applicable, otherwise apply amounts on deposit in, or credited to, any of the accounts established under the Senior Resolution, Junior Resolution or the Subordinate Resolution, other than the application of such amounts to the payment of regularly scheduled principal and interest then due and payable on, or any prepayments permitted with respect to, any applicable Senior Lien Bonds, Junior Lien Bonds (including the TIFIA Bond) or Subordinate Bonds, pursuant to the applicable resolution or document.

"**Base Case Financial Model**" means a financial model prepared by the Borrower forecasting the revenues and expenditures of the Project and the System, including Eligible Project Costs of the Project, for time periods through the Final Maturity Date of the TIFIA Loan and based upon assumptions and methodology provided by the Borrower and acceptable to the TIFIA Lender as of the Effective Date or, if the execution and delivery is on any date other than the Effective Date, the date of such execution and delivery, which model shall be provided to the TIFIA Lender as a fully functional Microsoft Excel – based financial model.

"**Base Case Projections**" means the initial forecast for the Project and the System prepared as of the Effective Date using the Base Case Financial Model.

"**Bond**" means any bonds (including the TIFIA Bond) or any other evidences of indebtedness for borrowed money issued by the Borrower, from time to time, pursuant to the Senior Resolution, the Junior Resolution or the Subordinate Resolution.

"**Bond Anticipation Notes**" means any notes or obligations issued by the Borrower pursuant to the terms of the Senior Resolution or the Junior Resolution in anticipation of the future issuance of Senior Lien Bonds or Junior Lien Bonds in an amount sufficient to satisfy such notes or obligations in full (the "**Future Bonds**"), respectively, the proceeds of which will be applied to the repayment of such notes or obligations; provided, that there shall exist, at the time such notes or obligations are issued, a firm commitment, evidenced by an official action of the Borrower or an effective debt obligation, to issue the Future Bonds prior to the maturity date of such notes or obligations.

"**Bond Redemption Account**" has the meaning ascribed thereto in the Senior Resolution.

"**Bondholder**" means the TIFIA Lender, when used with respect to the TIFIA Bond, and the registered owner of such Bond, when used with respect to any other Bond.

"**Borrower**" has the meaning ascribed thereto in the preamble.

"**Borrower Fiscal Year**" means (a) as of the Effective Date, a fiscal year of the Borrower commencing on July 1 of any calendar year and ending on June 30 of the immediately succeeding calendar year, (b) such other fiscal year as the Borrower may hereafter adopt after giving thirty (30) days' prior written notice to the TIFIA Lender, or (c) such other fiscal year as may be established by the laws of the State, with prompt written notice of the same to the TIFIA Lender.

"**Borrower's Authorized Representative**" means any Person who shall be designated as such pursuant to Section 26.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which offices of the Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York, Orlando, Florida or the city and state in which the Trustee has its principal corporate trust office.

"**Calculation Date**" means each January 1 and July 1 occurring after the Effective Date.

"**Calculation Period**" means a twelve-month (12-month) period ending on a Calculation Date.

"**Capital Appreciation Bonds**" means either Capital Appreciation Senior Lien Bonds or Capital Appreciation Junior Lien Bonds.

"**Capital Appreciation Junior Lien Bonds**" means Junior Lien Bonds issued under the Junior Resolution, the interest on which (a) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Authorizing Resolution authorizing the issuance of such

Junior Lien Bonds, and (b) is payable only at maturity or optional redemption prior to maturity. Such term shall also include Junior Lien Bonds which are convertible to bonds on which all interest is paid on a current basis, but only during such periods for which interest is accumulated and not paid on a current basis.

"**Capital Appreciation Senior Lien Bonds**" means Senior Lien Bonds issued under the Senior Resolution, the interest on which (a) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Authorizing Resolution authorizing the issuance of such Senior Lien Bonds, and (b) is payable only at maturity or optional redemption prior to maturity.

"**Capitalized Interest Period**" means the period from (and including) the Effective Date to (but excluding) the first day of the initial Payment Period.

"**Certificate**" means a certificate of the Borrower certifying, in writing, as to such matters as the context may require and signed by the Borrower's Authorized Representative.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Commercial Paper Program**" means commercial paper notes or obligations, in each case with a maturity of not more than two hundred seventy (270) days from the date of issuance thereof which are issued and reissued by the Borrower from time to time pursuant to Article II of the Senior Resolution or Article II of the Junior Resolution, and are Outstanding up to an Authorized Amount.

"**Completion Bonds**" means Additional Bonds that are issued in accordance with each of the requirements of subclause (a)(iv) of subparagraph (a) of the definition of "**Additional Bonds**" and the proceeds of which are used exclusively to complete the construction of the Project, to fund debt service reserve fund requirements, if any, and costs of issuance of such Completion Bonds.

"**Congress**" has the meaning ascribed thereto in the recitals.

"**Construction Contract**" means each prime contract entered into by the Borrower and a Construction Contractor with respect to acquisition, construction or installation of the Segments compromising a portion of the Project.

"**Construction Contractor**" means a party to a Construction Contract, other than the Borrower.

"**Construction Fund**" means the Construction Fund established pursuant to Section 4.5 of, and as defined in, the Senior Resolution.

"**Construction Period**" means the period from the Effective Date through the Substantial Completion Date.

"**Construction Schedule**" means (a) the initial schedule or schedules on which the proposed construction timetables for elements of the Project are set forth, attached as **Schedule**

II, and (b) any updates thereto (required pursuant to Section 22(a)(iii)(B)) as set forth in the Financial Plan most recently approved by the TIFIA Lender.

"**Consulting Engineer**" means, initially, Atkins North America, and any qualified independent replacement consulting engineer or engineering firm or corporation selected by the Borrower to perform the acts and carry out the duties provided for such Consulting Engineer in the Senior Resolution and, subject to Section 16(r), not unacceptable to the TIFIA Lender.

"**Contractual Obligation**" means, as to any Person, any contractual provision or any security issued by such Person or of any indenture, mortgage, deed of trust, loan agreement, lease agreement, contract, agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property or assets is bound. Contractual Obligations of the Borrower as of the Effective Date include Existing Indebtedness, Existing Hedges (as defined in Section 16(o)(ii)) and Other Contractual Obligations, as listed and described in **Exhibit M**.

"**Control**" means, when used with respect to any particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities or partnership or other ownership interests, by contract or otherwise, and which shall include the right to assume control by a Bondholder or Governmental Authority; and the terms "**Controlling**," "**Controlled by**" and "**under common Control with**" have meanings correlative to the foregoing.

"**Corridor Consultant Contract**" means the contract by and between the Borrower and CH2M Hill, Inc., a Delaware corporation dated, January 27, 2011, related to consulting services, including, but not limited to, design consulting services.

"**Cost of Maintenance**" means all costs and expenses which are the obligation of the Borrower in keeping the System open to public travel (excluding all costs included in Cost of Operation and Administrative Expenses). Cost of Maintenance does not include such costs with respect to Non-System Projects, unless such Non-System Projects have been designated as part of the System in accordance with Section 5.15 of the Senior Resolution.

"**Cost of Operation**" means all costs and expenses which are the obligation of the Borrower attributable to the System and includes, without limitation, costs of collecting and accounting for tolls, insurance, employee bond premiums, fees of the Consulting Engineers, Independent Consultants, accountants, legal fees, and, with respect to toll facilities, all other expenses which would not be incurred if such facilities were being operated as free facilities (excluding all costs included in Cost of Maintenance and Administrative Expenses). Cost of Operation does not include (a) such costs with respect to Non-System Projects (unless designated part of the System pursuant to Section 5.15 of the Senior Resolution), or (b) any provision for interest, depreciation, amortization or similar charges.

"**County Interlocal Agreement Payments**" means payments received by the Borrower pursuant to the Amended and Restated Interlocal Agreement dated, as of August 20, 1985, by and between Orange County, Florida and the Borrower, as supplemented and amended from time to time, providing for payments by Orange County, Florida to or for the account of the Borrower

of eighty percent (80%) of the "second gas tax" distributed to Orange County, Florida pursuant to Section 9(c) of Article XII of the Florida Constitution, as amended, to secure payment of certain Senior Lien Bonds.

"**Covenant Default**" has the meaning ascribed thereto in Section 20(a)(vi).

"**CPI**" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (not seasonally adjusted), or its successor, published by the Bureau of Labor Statistics, with, unless otherwise specified herein, January 2015 as the base period.

"**Credit Facility**" means, with respect to any Series of Bonds issued under the Senior Resolution or the Junior Resolution, any letter of credit, standby bond purchase agreement, line of credit, policy of bond insurance, surety bond, guarantee or similar instrument, or any agreement relating to the reimbursement of any payment thereunder (or any combination of the foregoing), which is obtained by the Borrower and is issued by a financial institution, insurance provider or other Person and which provides security or liquidity in respect of any Permitted Debt. The term "Credit Facility" shall not include any Reserve Account Credit Facility as defined in the Junior Resolution.

"**Credit Facility Issuer**" means any bank, insurance company, surety company or other financial institution issuing a Credit Facility.

"**Cross-over Date**" means, with respect to Cross-over Refunding Senior Lien Bonds, the date on which the principal portion of the related Cross-over Refunded Senior Lien Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Senior Lien Bonds.

"**Cross-over Refunded Senior Lien Bonds**" means Senior Lien Bonds or other parity obligations refunded by Cross-over Refunding Senior Lien Bonds.

"**Cross-over Refunding Senior Lien Bonds**" means Senior Lien Bonds issued for the purpose of refunding Senior Lien Bonds or other parity obligations upon the irrevocable deposit of the proceeds of such Cross-over Refunding Senior Lien Bonds in escrow in satisfaction of the requirements of the Senior Resolution or any Supplemental Authorizing Resolution, as applicable to the Cross-over Refunded Senior Lien Bonds, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Senior Lien Bonds (subject to possible use to pay principal of the Cross-over Refunding Senior Lien Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Senior Lien Bonds until the Cross-over Date.

"**Debt Service Payment Commencement Date**" means January 1, 2023, or, if such date is not a Business Day, the immediately succeeding Business Day.

"**Default Rate**" means an interest rate of 200 basis points above the TIFIA Interest Rate.

"**Design Contractors**" means, individually or collectively as the context may require, HNTB Corporation, a [_____] corporation, Bowyer-Singleton & Associates, Inc., a

[_____] corporation, Atkins North America, Inc., a [_____] corporation, Parsons Transportation Group, Inc., a [_____] corporation and DRMP, Inc., a [_____] corporation.

"**Design Services Agreements**" means, collectively, Segment 1A Design Services Agreement, Segment 1B Design Services Agreement, Segment 2A Design Services Agreement, Segment 2B Design Services Agreement and Segment 2C Design Services Agreement.

"**Development Default**" means (a) the Borrower fails to diligently prosecute the work related to the Project, or (b) the Borrower fails to complete the Project in accordance with the Financial Plan most recently approved by the TIFIA Lender.

"**Division of Bond Finance**" means the Division of Bond Finance of the State Board of Administration or any successor thereto.

"**Effective Date**" means March [_____], 2015.

"**Eligible Project Costs**" means amounts in the Project Budget, substantially all of which are paid by or for the account of the Borrower in connection with the Project, including prior Project expenditures for the three (3) year period preceding the date of the Application, all of which shall arise from the following:

(a) development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, permitting, preliminary engineering and design work and other preconstruction activities;

(b) construction, reconstruction, rehabilitation, replacement and acquisition of real property (including land related to the Project and improvements to land), environmental mitigation, construction contingencies and acquisition of equipment; or

(c) capitalized interest necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses and other carrying costs during construction.

"**Eligible Project Costs Documentation**" has the meaning ascribed thereto in Section 4(c)(v).

"**Environmental Laws**" has the meaning ascribed thereto in Section 14(t).

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"**Escrowed Interest**" means amounts irrevocably deposited in escrow in accordance with the requirements of the Senior Resolution, or any Supplemental Authorizing Resolution in connection with the issuance of Parity Senior Lien Bonds for refunding purposes or Cross-over Refunding Senior Lien Bonds secured by such amounts or earnings on such amounts which are required to be applied to pay interest on such Cross-over Refunding Senior Lien Bonds or the related Cross-over Refunded Senior Lien Bonds.

"**Event of Default**" has the meaning ascribed thereto in Section 20(a).

"**Event of Loss**" means any event or series of events that causes any portion of the System or the Project to be damaged, destroyed or rendered unfit for normal use for any reason whatsoever, including through a failure of title, or any loss of such property, or a condemnation.

"**Existing Indebtedness**" means any indebtedness of the Borrower, including any Senior Lien Bonds, any Junior Lien Bonds, the SIB Loan, and any Subordinate Bonds, any of which have been issued or incurred prior to the Effective Date, as listed and described in **Exhibit K**.

"**Expressway Act**" means the Central Florida Expressway Authority enabling legislation, codified as Chapter 348, Part III, Florida Statutes, as the same may be amended and supplemented from time to time.

"**FDOT**" means the Florida Department of Transportation or any successor agency.

"**FFY**" has the meaning ascribed thereto in Section 29(a).

"**FHWA**" means the Federal Highway Administration, an agency of USDOT.

"**FHWA Division Office**" means the FHWA, Florida Division in Tallahassee, Florida.

"**FHWA Oversight/Compliance Agreement**" [means the agreement by and between the FHWA Division Office and the Borrower attached as **Exhibit F** and incorporated herein.]

"**Final Maturity Date**" means July 1, 2049.

"**Financial Plan**" means (a) the financial plan to be delivered within sixty (60) days after the Effective Date in accordance with Section 22(a), and (b) any updates thereto required pursuant to Section 22(a) each of which shall incorporate relevant data, information and findings from the most recent five-year (5-year) work plan adopted by the Borrower, the most recent traffic and earnings projections provided by the Traffic Consultant, and any life cycle capital cost report prepared by the Consulting Engineer, including, but not limited to, the report required pursuant to Section 5.11(c) of the Junior Resolution.

"**Financial Statements**" has the meaning ascribed thereto in Section 14(aa).

"**First Supplemental Junior Lien Authorizing Resolution**" means that certain First Supplemental Junior Lien Revenue Bond Resolution authorizing the issuance of the TIFIA Bond, adopted by the Borrower on March 12, 2015.

"**Fixed Level Payment**" has the meaning ascribed thereto in Section 9(d).

"**Floater/Inverse Floater Debt**" means Permitted Debt which bears interest at a Variable Interest Rate (or a multiple of a Variable Interest Rate) and with respect to which each of the following conditions is met: (a) such Permitted Debt is issued concurrently in two (2) halves of equal principal amount of floating interest rate Permitted Debt and inverse floating rate Permitted Debt, with each half bearing a Variable Interest Rate (or multiple of a Variable Interest Rate); (b) such Permitted Debt and such other Permitted Debt, unless linked to bear a fixed rate of interest, are required to remain outstanding in equal principal amounts at all times; and (c) the net effect of such equal principal amounts and Variable Interest Rates (or multiples of Variable Interest Rates) is at all times a fixed interest rate to the Borrower.

"**Funding Agreement**" means the Funding Agreement by and between the Borrower and SunTrust Bank dated, November 29, 2012, related to the Series 2012A Bonds, as amended or supplemented from time to time.

"**GAAP**" means generally accepted accounting principles as defined by the American Institute of Certified Public Accountants or such other nationally recognized professional body, in effect from time to time in the United States of America.

"**Government**" means the United States of America and its departments and agencies.

"**Government Obligations**" means (a) direct obligations of, or obligations on which the timely payment of principal and interest are fully and unconditionally guaranteed by, the Government, (b) bonds, debentures or notes issued by any of the following federal agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks, Export-Import Bank of the United States, Government National Mortgage Association or Federal Land Banks, (c) obligations issued or guaranteed by a Person controlled or supervised by and acting as an instrumentality of the Government pursuant to authority granted by the Congress, and (d) evidences of ownership of proportionate interests in future interest or principal payments on obligations specified in subparagraphs (a), (b) and (c) of this definition held by a bank or trust company as custodian and which underlying obligations are not available to satisfy any claim of the custodian or any Person claiming through the custodian or to whom the custodian may be obligated, in each case.

"**Governmental Approvals**" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority.

"**Governmental Authority**" means any federal, state, provincial, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency, authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the United States of America or its territories or possessions, including the State and its counties and municipalities, and their respective courts, agencies, instrumentalities and regulatory bodies, or any entity that acts "on behalf of" any of the foregoing, whether as an agency or authority of such body.

"**Gross Revenues**" means (a) all tolls, leasehold payments, concession payments, revenues, rates, rents, charges and other income and receipts derived by or for the account of the Borrower from the leasing, use or operation of the System, (b) investment income received on any amounts held in funds and accounts pursuant to the Senior Resolution, the Junior Resolution and the Subordinate Resolution, including the System General Revenue Fund, the System General Reserve Fund, the System Projects Fund, the Construction Fund, the OM&A Fund and the Renewal and Replacement Fund, and (c) the proceeds of any use or occupancy insurance on any portion of the System. "Gross Revenues" shall not include Supplemental Payments, Series Payments, System Payments, revenues derived from the operation of Non-System Projects (unless designated part of the System pursuant to Section 5.15 of the Senior Resolution), payments pursuant to a Credit Facility, payments pursuant to a Qualified Hedge, or the proceeds of any gifts, grants, or other payments to the Borrower, from the United States Government, the State or any public or private instrumentality, individual or entity that are not in the nature of an operating, concession or rental payment with respect to the use and operation of the System.

"**Hedge Deposit**" has the meaning ascribed thereto in Section 16(p).

"**Hedging Acquisition Account**" means the applicable fund or account established by the Borrower under the applicable Supplemental Resolution authorizing any Variable Interest Rate Bonds.

"**Hedging Agreement**" means (a) the ISDA Master Agreement and the related schedules and confirmations, to be entered into by the Borrower and a Hedging Bank prior to the first disbursement of funds hereunder, (b) any other agreement entered into, or to be entered into, by the Borrower and a Hedging Bank for a Hedging Transaction, which other agreements, in each case, shall be in form and substance acceptable to the TIFIA Lender, and (c) any other documentation directly relating to the foregoing.

"**Hedging Banks**" means any Qualified Hedge Provider that becomes a party to a Hedging Agreement and its permitted successors.

"**Hedging Obligations**" means, collectively, the payment of (a) all scheduled amounts payable to the Hedging Banks by the Borrower under the Hedging Agreements (including interest accruing after the date of any filing by the Borrower of any petition in bankruptcy or the commencement of any bankruptcy, insolvency or similar proceeding with respect to the Borrower), net of all scheduled amounts payable to the Borrower by such Hedging Banks, and (b) all other indebtedness, fees, indemnities and other amounts payable by the Borrower to the Hedging Banks under such Hedging Agreements, net of all other indebtedness, fees, indemnities and other amounts payable by the Hedging Banks to the Borrower under such Hedging Agreements; provided, that Hedging Obligations shall not include Hedging Termination Obligations. For the avoidance of doubt, all calculations of such amounts payable under the Hedging Agreements shall be made in accordance with the terms of the applicable Hedging Agreements.

"**Hedging Termination Obligations**" means the aggregate amount payable to the Hedging Banks by the Borrower upon the early termination or early unwind of all or a portion of

the Hedging Agreements, net of all amounts payable to the Borrower by such Hedging Banks upon the early unwind of all or a portion of such Hedging Agreements. For the avoidance of doubt, all calculations of such amounts payable under the Hedging Agreements shall be made in accordance with the terms of the applicable Hedging Agreements.

"**Hedging Transaction**" means any interest rate protection agreement, interest rate swap transaction, interest rate "cap," "collar" or "floor" transaction, interest rate future, interest rate option or other similar interest rate hedging arrangement.

"**Indemnitee**" has the meaning ascribed thereto in Section 18.

"**Independent Consultant**" means an independent licensed professional engineer (or firm of independent licensed professional engineers) of recognized national standing in the field of estimating and projecting traffic on, or revenues of, toll facilities who has been selected by the Borrower and, subject to Section 16(r), is not unacceptable to the TIFIA Lender.

"**Insolvency Laws**" means the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership or similar law now or hereafter in effect.

"**Interagency Agreement**" means the Interagency Agreement Reassignment of Operations, dated January 20, 1995, by and between FDOT and the Borrower.

"**Interest Account**" has the meaning ascribed thereto in the Senior Resolution.

"**Interim Payment Date**" means any day occurring during a Payment Period that (a) is a date on which interest on or principal of Senior Lien Bonds, Junior Lien Bonds, or Subordinate Bonds is scheduled to be paid, and (b) is not a Semi-Annual Payment Date.

"**Interim Payment Period**" means, at any time that interest on or principal of any Senior Lien Bonds, Junior Lien Bonds or Subordinate Bonds is scheduled to be paid on an Interim Payment Date, the period commencing on the immediately preceding Payment Date and ending on such Interim Payment Date.

"**Interlocal Agreement**" means any agreement entered into by the Borrower and any other public agency of the State, of any other state, or of the Government, pursuant to the provisions of Chapter 163, Florida Statutes.

"**Interlocal Agreement Payments**" means payments received by the Borrower pursuant to an Interlocal Agreement, including County Interlocal Agreement Payments.

"**Investment Grade Rating**" means a public rating no lower than 'BBB-', 'Baa3' or the equivalent public rating from a Nationally Recognized Rating Agency.

"**Junior Debt Service**" (a) subject to the provisions of subparagraphs (b) and (c) below, means, at any time, the amounts required to be deposited in the applicable Borrower Fiscal Year into: (i) the Junior Lien Interest Subaccount in the Junior Lien Sinking Fund Account, for the

payment of interest on all Series of Junior Lien Bonds during such Borrower Fiscal Year; (ii) the Junior Lien Principal Subaccount in the Junior Lien Sinking Fund Account, for the payment of the principal of all Series of Junior Lien Bonds during such Borrower Fiscal Year, based on the assumption that all Series of Junior Lien Bonds will remain Outstanding until their respective stated maturity dates (or mandatory Junior Lien Sinking Fund Account redemption date as provided in (iii)); and (iii) the Junior Lien Bond Redemption Subaccount in the Junior Lien Sinking Fund Account, for the payment of mandatory Junior Lien Sinking Fund Account redemption installments on all Series of Junior Lien Bonds that constitute Term Junior Lien Bonds as provided in the Junior Resolution, provided that:

(b)(i) in determining the amount of such required deposits, a credit shall be allowed for amounts already on deposit therein, including, without limitation, (A) interest earnings on amounts deposited into the Junior Lien Interest Subaccount in the Junior Lien Sinking Fund Account, the Junior Lien Principal Subaccount in the Junior Lien Sinking Fund Account, the Junior Lien Bond Redemption Subaccount in the Junior Lien Sinking Fund Account, and the Junior Lien Debt Service Reserve Subaccount (amounts on deposit in the Junior Lien Debt Service Reserve Subaccount securing one or more Series of Junior Lien Bonds will be deducted from the amount of principal due at final maturity of such Junior Lien Bonds, and in each preceding year until such amounts are exhausted), (B) capitalized interest, and (C) deposits of Series Junior Lien Payments, but only with respect to debt service payments for the Series of Junior Lien Bonds secured by Series Junior Lien Payments, not to exceed the total amounts at any time required to be deposited into the accounts set forth in subparagraphs (a)(i), (ii), and (iii) above, taking into consideration the credits provided for in this subparagraph (b)(i)(A) and (B);

(ii) for the purposes of calculating the requirements of Section 5.2 of the Junior Resolution, for the collection of tolls and other charges, and the requirements of Section 5.5 of the Junior Resolution, for the issuance of Additional Junior Lien Bonds;

(A) the amount of interest earnings on the accounts as provided in subparagraph (b)(i)(A) above for the applicable Borrower Fiscal Year shall be calculated using the lower of: (x) the current interest rate in effect for such investments; or (y) the average interest rate in effect for such investments during any twelve (12) consecutive calendar months of the fifteen (15) consecutive calendar months immediately preceding the date of calculation;

(B) the amount of credit allowed in subparagraph (b)(i)(C) above for Series Junior Lien Payments for the applicable Borrower Fiscal Year for each Series of Junior Lien Bonds secured by Series Junior Lien Payments shall not exceed eighty percent (80%) of the Series Junior Lien Payments expected to be available for deposit into the accounts set forth in subparagraphs (a)(i), (ii) and (iii) above, as determined by the governing document providing for the payment of such Series Junior Lien Payments, or to the extent the Series Junior Lien Payments are not determined by the governing document, in the amounts that would have been available for such deposits as estimated by an Independent Consultant, had such Series Junior Lien Payments been in effect for the immediately preceding Borrower Fiscal Year; and

(C) the amount of principal and interest payments on the SIB Loan in the applicable Borrower Fiscal Year shall be added to the Junior Debt Service for such Borrower Fiscal Year;

(iii) when calculating the amount of such required deposits during such Borrower Fiscal Year for Variable Interest Rate Junior Lien Bonds bearing interest at a variable rate which cannot be ascertained for any particular Borrower Fiscal Year, the interest rate on such Variable Interest Rate Junior Lien Bonds shall be assumed to be: (A) for Variable Interest Rate Junior Lien Bonds that are Outstanding for twenty-four (24) months or more on the date of calculation, the highest average interest rate borne by such Variable Interest Rate Junior Lien Bonds for any preceding thirty (30) day period as of the date of calculation, and (B) for Variable Interest Rate Junior Lien Bonds that are Outstanding less than twenty-four (24) months on the date of calculation, the Bond Buyer Revenue Bond Index (or a recognized comparable market index if such index is no longer in effect) most recently published prior to the time of calculation;

(iv) when calculating the amount of such required deposits during such Borrower Fiscal Year for any Series of Variable Interest Rate Junior Lien Bonds with respect to which a Hedging Agreement is in effect pursuant to which the Borrower has agreed to pay a counterparty an amount based on a fixed interest rate, such Series of Variable Interest Rate Junior Lien Bonds shall be deemed to bear interest at an effective rate equal to the fixed interest rate payable by the Borrower under such Hedging Agreement; provided, that such effective fixed rate may be utilized only if such Hedging Agreement does not result in a reduction or withdrawal of any credit rating by a Nationally Recognized Rating Agency then in effect with respect to the Junior Lien Bonds and so long as such Hedging Agreement is contracted to remain in full force and effect through the stated maturity date of the Variable Interest Rate Junior Lien Bonds;

(v) when calculating the amount of such required deposits during such Borrower Fiscal Year for any Series of Junior Lien Bonds which bear interest at a fixed rate with respect to which a Hedging Agreement is in effect pursuant to which the Borrower has agreed to pay to a counterparty an amount based on a variable or floating interest rate, the Junior Debt Service shall include the interest payable on such Series of Junior Lien Bonds, less fixed amounts to be received by the Borrower under such Hedging Agreement, plus the amount of the floating payments (estimated in a manner similar to that described in subparagraph (b)(iv) above, unless another method of estimation is more appropriate, in the opinion of the Borrower's financial advisor, or similar agent, for such floating payments) to be made by the Borrower under the Hedging Agreement; provided, that the above described calculation of the Junior Debt Service may be utilized only if such Hedging Agreement does not result in a reduction or withdrawal of any credit rating by a Nationally Recognized Rating Agency then in effect with respect to the Junior Lien Bonds and so long as such Hedging Agreement is contracted to remain in full force and effect through the stated maturity date of the such Series of Junior Lien Bonds;

(vi) when calculating the amount of such required deposits during such Borrower Fiscal Year for any Series of Balloon Junior Lien Bonds, there shall be treated as payable in such Borrower Fiscal Year the amount of principal installments which would have been payable during such Borrower Fiscal Year had the principal of each Series of Balloon

Junior Lien Bonds Outstanding been amortized over a period of thirty (30) years thereafter, on a level debt service basis at an interest rate equal to the rate borne by such Balloon Junior Lien Bonds on the date of calculation;

(vii) when calculating the amount of such required deposits during such Borrower Fiscal Year with respect to any Capital Appreciation Junior Lien Bonds, all amounts payable on such Capital Appreciation Junior Lien Bonds shall be considered a principal payment in the year it becomes due; and

(viii) when calculating the amount of such required deposits during such Borrower Fiscal Year with respect to any Commercial Paper Program the obligations of which constitute Junior Lien Bonds, such amount shall include the sum of all principal and interest payments that would be payable during such Borrower Fiscal Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of thirty (30) years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Borrower's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

provided, further, however, that there shall be excluded from the calculation of the amount of such required deposits, interest on Junior Lien Bonds to the extent that Escrowed Interest or capitalized interest is available to pay such interest.

(c) Notwithstanding the provisions in subparagraph (b) above, in calculating Junior Debt Service for any future period (except as otherwise specifically provided herein):

(i) any Permitted Debt bearing interest at a Variable Interest Rate shall be deemed to bear interest at the Bank Lending Margin plus the fixed rate on the applicable Qualified Hedge (which shall reflect any premium or margin payable thereon);

(ii) to the extent the requirements of Section 16(o) have been waived so that paragraph (i) above no longer applies, any Variable Interest Rate Bonds for which the interest rate payable thereon has not yet been determined shall be deemed to bear interest at all times prior to the maturity date thereof at a rate which is the highest twelve-month (12-month) rolling average of one month (1 month) LIBOR over the past ten (10) years preceding the date of calculation plus the Bank Lending Margin; provided, that if such index is no longer published, the index to be used shall be that index which the TIFIA Lender, in consultation with the Borrower, determines most closely replicates it;

(iii) any Put Bonds Outstanding during such period which by their terms are not required to be paid by the Borrower upon tender by the holder thereof shall be assumed to mature on the stated maturity date thereof;

(iv) any Put Bonds Outstanding during such period which by their terms are required to be paid by the Borrower upon tender by the holder thereof shall be assumed to mature on the earliest to occur of (A) the stated maturity date thereof, (B) the date provided in an applicable Supplemental Junior Lien Authorizing Resolution, or (C) if the Credit Facility securing such Put Bonds expires within six (6) months or less of the date of calculation and has not been renewed or replaced, the expiration date of such Credit Facility; provided, however, if the Credit Facility Issuer is rated in one of the three (3) highest rating categories (without regard to gradations within such rating categories) as of the calculation date, then, taking into account the length of any reimbursement period for amounts available to be drawn under such Credit Facility, the assumed maturity date may be extended to the final date allowable for reimbursement of the Credit Facility Provider pursuant to the terms of such Credit Facility;

(v) the principal amount of any Put Bonds tendered for payment by the Borrower which are required to be paid by the Borrower which have not yet been purchased in lieu of such payment by the Borrower shall be deemed to mature on the date required to be paid pursuant to such tender;

(vi) the principal and/or interest portion (whether by redemption or otherwise) of Capital Appreciation Bonds shall be the Accreted Amount thereof due and payable during such period; and

(vii) when calculating Junior Debt Service no adjustment described in subclause (vi) of the definition of Annual Junior Lien Debt Service Requirement contained in the Junior Resolution shall be taken into account.

"**Junior Lien Bonds**" means an obligation or evidences of indebtedness for borrowed money secured by or payable from System Pledged Revenues, the Lien on such System Pledged Revenues being subordinate to the Lien granted to the Bondholders of Senior Lien Bonds, on parity with the Lien granted to Bondholders of Junior Lien Bonds and senior to the Lien granted to Bondholders of Subordinate Bonds, incurred by the Borrower from time to time and shall include the notes (including, but not limited to, any Commercial Paper Program), bonds (including, but not limited to, Variable Interest Rate Junior Lien Bonds, Bond Anticipation Notes and Completion Bonds) and other evidences of indebtedness or obligations authorized by, issued and Outstanding under the Junior Resolution, including, but not limited to, Variable Interest Rate Junior Lien Bonds, fixed rate Junior Lien Bonds, Balloon Junior Lien Bonds, Capital Appreciation Junior Lien Bonds, any Additional Bonds issued pursuant to the Junior Resolution, the TIFIA Loan, the SIB Loan or other indebtedness which is designated as "Junior Lien Bonds" for the purposes of the Junior Resolution.

"**Junior Lien Interest Subaccount**" has the meaning ascribed thereto in the Junior Resolution.

"**Junior Lien Principal Subaccount**" has the meaning ascribed thereto in the Junior Resolution.

"**Junior Lien Sinking Subaccount**" has the meaning ascribed thereto in the Junior Resolution.

"**Junior Resolution**" means that certain Master Junior Lien Bond Resolution, adopted by the Borrower on March 12, 2015, as the same may be amended or supplemented from time to time in accordance with its terms pursuant to a Supplemental Junior Lien Authorizing Resolution.

"**Junior Resolution Documents**" means the Junior Resolution, each Hedging Agreement, each Credit Facility, and each other agreement, instrument and document, executed and delivered pursuant to or in connection with any of the foregoing, in each case related to a Junior Lien Bond.

"**Lease Purchase Agreement**" means the lease purchase agreement with respect to the System or any portion thereof, if any, by and among FDOT, the Borrower and the Division of Bond Finance, together with any amendments or supplements thereto made in accordance with the terms of such Lease Purchase Agreement.

"**Level Payment Commencement Date**" means July 1, 2028, or, if such date is not a Business Day, the immediately succeeding Business Day.

"**Level Payment Period**" means the period commencing on the Level Payment Commencement Date, and ending on the Final Maturity Date (or on such earlier date upon which the TIFIA Loan shall be paid in full).

"**Lien**" means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, attachment, lien (statutory or other), charge or other security interest, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any sale-leaseback arrangement, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under the UCC or any other applicable law.

"**Loan Amortization Schedule**" means the Loan Amortization Schedule reflected in the applicable column of **Exhibit G**, delivered pursuant to Section 9(h), as amended from time to time in accordance with Section 7 and Section 9(h).

"**Long Dated Qualified Hedge**" has the meaning ascribed thereto in Section 16(p)(i).

"**Loss Proceeds**" means any proceeds of insurance resulting from any Event of Loss.

"**Material Adverse Effect**" means a material adverse change in (a) the Project or the System, (b) the business, operations, properties, condition (financial or otherwise) or prospects of the Borrower or the System, (c) the legality, validity or enforceability of any material provision of the Senior Resolution, any Junior Resolution Document, the Subordinate Resolution, the Lease Purchase Agreement, any TIFIA Loan Document or any Principal Project Contract, (d) the ability of the Borrower to perform or comply with any of its material obligations under the

Senior Resolution, any Junior Resolution Document, the Subordinate Resolution, the Lease Purchase Agreement, or any TIFIA Loan Document, (e) the ability of the Borrower or any Principal Project Party to perform or comply with any of its material obligations under any Principal Project Contract to which it is a party, (f) the validity, enforceability or priority of the Liens provided under the Senior Resolution and any Junior Resolution Documents on the System Pledged Revenues in favor of the respective Secured Parties or (g) the TIFIA Lender's rights or remedies available under any TIFIA Loan Document.

"**Misrepresentation Default**" has the meaning ascribed thereto in Section 20(a)(vi).

"**Nationally Recognized Rating Agency**" means Standard & Poor's Rating Group, Moody's Investors Service, Inc., Fitch Ratings or any other nationally recognized statistical rating organization identified as such by the Securities and Exchange Commission.

"**NEPA**" means the National Environmental Policy Act of 1969, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time.

"**Net Loss Proceeds**" means remaining Loss Proceeds after excluding any proceeds of business interruption insurance, delay-in-start-up insurance, proceeds covering liability of the Borrower to third parties, proceeds derived from the National Flood Insurance Program (42 U.S.C. 4011 et seq., as amended) and Loss Proceeds used or to be used by the Borrower to repair or restore the Project or the System in accordance with Section 5.8 of the Senior Resolution.

"**Net Revenues**" means the amount remaining after the deduction from Gross Revenues of the Cost of Maintenance, the Cost of Operation, required deposits to the OM&A Reserve Account and Administrative Expenses.

"**Non-System Project**" means one or more facilities and other real and personal property, or any interest therein and improvements thereto, which the Borrower may now own or hereafter acquire, design, construct, maintain, operate, finance, improve, reconstruct, rehabilitate, lease or otherwise undertake for transportation or transportation related purposes. In accordance with Section 16(c), each Non-System Project shall be designated as a Non-System Project by an authorized corporate resolution of the Borrower and Non-System Projects shall not be part of the System unless designated as such pursuant to Section 5.15 of the Senior Resolution.

"**Non-System Project Operating Expenses**" means the expenses incurred by the Borrower for operation, maintenance and repair, ordinary replacement and ordinary reconstruction of a Non-System Project or any part thereof and shall include, without limiting the generality of the foregoing, administrative expenses, premiums and reserves for insurance and self-insurance, fees or premiums for a Credit Facility, legal and engineering expenses, payments into pension, retirement, health and hospitalization funds, and any other expenses required to be paid by the Borrower in connection with the operation of such Non-System Project, all to the extent properly and directly attributable to the operation of such Non-System Project, and rental payments in connection with operating leases entered in the ordinary course of business, all to the extent properly and directly attributable to a Non-System Project, and the expenses and

compensation of the fiduciaries required to be paid under agreements applicable to such Non-System Projects; but does not include (a) any costs or expenses for new construction or for major reconstruction or (b) any provision for interest, depreciation, amortization or similar charges.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"**OM&A Fund**" means the OM&A Fund established pursuant to Section 4.5 of, and as defined in, the Senior Resolution.

"**OM&A Reserve Account**" means the OM&A Reserve Account established pursuant to Section 4.5(A)(i) of, and as defined in, the Senior Resolution.

"**Other Loan Documents**" has the meaning ascribed thereto in Section 20(a)(vi).

"**Other Material Indebtedness**" has the meaning ascribed thereto in Section 20(a)(v).

"**Other Project Contracts**" means, collectively, the Personnel Service Contract, the Toll Services Contract and the Interagency Agreement.

"**Outstanding**", when used with reference to the Senior Lien Bonds, the Junior Lien Bonds or Subordinate Bonds means, as of any date or determination, all applicable obligations theretofore authenticated and delivered except for:

(a) Bonds theretofore canceled by the Registrar or delivered to the Registrar for cancellation;

(b) Bonds which are deemed paid in full and no longer outstanding as provided under the applicable Senior Resolution, Junior Resolution or Subordinate Resolution;

(c) Bonds in lieu of which other Bonds have been issued pursuant to the provisions of the applicable Senior Resolution, Junior Resolution or Subordinate Resolution relating to the Bond mutilated, destroyed, stolen or lost, unless evidence satisfactory to the registrar has been received that any such Bond is held by a bona fide purchaser; and

(d) Bonds held by or for the account of the Borrower, for purposes of any consent or other action to be taken under the applicable Senior Resolution, Junior Resolution or Subordinate Resolution by the Bondholders of a specified percentage of principal amount of applicable Bonds.

"**Outstanding TIFIA Loan Balance**" means the aggregate principal amount drawn by the Borrower and then Outstanding (including capitalized interest) with respect to the TIFIA Loan, as determined in accordance with Section 7.

"**Paired Obligations**" means any Series of Senior Lien Bonds (or portion thereof) designated as Paired Obligations in a Supplemental Authorizing Resolution authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (a) the principal of

which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (b) the interest rates which, taken together, result in an irrevocably fixed interest rate obligation of the Borrower for the term of such Senior Lien Bonds.

"**Parity Senior Lien Bonds**" means additional obligations evidenced by Senior Lien Bonds issued under the provisions and within the limitations of Section 5.6 of the Senior Resolution, payable from the System Pledged Revenues pari passu with Senior Lien Bonds originally authorized and issued pursuant to the Senior Resolution. Such Senior Lien Bonds shall be deemed to have been issued pursuant to the Senior Resolution and all of the covenants and other provisions of the Senior Resolution (except as to the pledge of Supplemental Payments and Series Payments, if any, as to such Series of Senior Lien Bonds, and details of such Series of Senior Lien Bonds evidencing such pari passu additional obligations inconsistent therewith), shall be for the equal benefit, protection and security of the holders of any Senior Lien Bonds originally authorized and issued pursuant to the Senior Resolution and holders of any Senior Lien Bonds evidencing additional obligations subsequently issued within the limitations of and in compliance with Section 5.6 of the Senior Resolution. All of such Senior Lien Bonds, regardless of the time or times of their issuance shall rank equally with respect to their Lien on the System Pledged Revenues, and their sources and security for payment therefrom without preference of any Senior Lien Bonds over any other.

"**Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, and all regulations promulgated thereunder.

"**Payment Date**" means each Semi-Annual Payment Date or Interim Payment Date.

"**Payment Default**" has the meaning ascribed thereto in Section 20(a)(i).

"**Payment Period**" means any period of six (6) months that ends on a Semi-Annual Payment Date, commencing with the six-month (6-month) period ending on the Debt Service Payment Commencement Date.

"**Permitted Debt**" means:

(a) Existing Indebtedness in the amounts as set forth in **Exhibit K**;

(b) the TIFIA Loan;

(c) Additional Bonds;

(d) reimbursement obligations in respect of letters of credit, and other financial obligations, arising under the Principal Project Contracts or any other agreement executed by the Borrower in connection with the Project that (i) are payable as Total Project Costs, Cost of Operation, or Cost of Maintenance, and (ii) do not, in the aggregate, have face amounts exceeding $5,000,000;

(e) purchase money obligations or capitalized leases incurred to finance discrete items of equipment not comprising an integral part of the Project or the System that (i) are payable as Cost of Operation or Cost of Maintenance and (ii) do not, in the aggregate, have annual debt service or lease payment obligations exceeding $500,000;

(f) trade accounts payable (other than for borrowed money), so long as such trade accounts payable are payable not later than ninety (90) days after the respective goods are delivered or the respective services are rendered;

(g) working capital loans that are payable as Cost of Operation or Cost of Maintenance; provided, that the principal amount of such loans shall not exceed $5,000,000 in the aggregate at any time and shall be repaid within three (3) years;

(h) indebtedness incurred in respect of Qualified Hedges; and

(i) any bond, note, certificate, warrant, lease, contract or other financial obligation or security of the Borrower that is not secured, in whole or in part, by a Lien on the System Pledged Revenues, including, but not limited to, a bond, note, certificate, warrant, lease, contract or other financial obligation or security of the Borrower issued or entered into to finance Non-System Projects.

"**Permitted Hedging Termination**" means the early termination, in whole or in part, of any Qualified Hedge (a) at the request of the Borrower as a result of a determination by the Borrower that such (or any part of such) Qualified Hedge is no longer necessary or required under the terms of this Agreement, (b) pursuant to the terms of any Hedging Agreement evidencing such Qualified Hedge that provides for the notional amount of such Qualified Hedge to amortize or otherwise be reduced from time to time, or (c) as may be required pursuant to Section 16(o)(i)(G).

"**Permitted Investments**" means (with respect to the investment of the proceeds of the TIFIA Loan or any account established and maintained related to the TIFIA Loan, including the Project Accounts):

(a) Government Obligations;

(b) certificates of deposit where the certificates are collaterally secured by securities of the type described in subparagraph (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest, but this collateral is not required to the extent the certificates of deposit are insured by an agency of the Government;

(c) repurchase agreements with counterparties that have an Acceptable Credit Rating, when collateralized by securities of the type described in subparagraph (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the repurchase agreement so collateralized, including interest;

(d) investment agreements or guaranteed investment contracts rated, or with any financial institution whose senior long-term debt obligations are rated, or guaranteed by a financial institution whose senior long-term debt obligations are rated, at the time such agreement or contract is entered into, in one of the two (2) highest Rating Categories for comparable types of obligations by any Nationally Recognized Rating Agency; and

(e) money market funds that invest solely in obligations of the United States, its agencies and instrumentalities, and having a rating by a Nationally Recognized Rating Agency equal to the then applicable credit rating of the United States of America by such Nationally Recognized Rating Agency;

provided, that Permitted Investments must mature or be redeemable at the election of the holder as follows: (i) with respect to Permitted Investments maintained in the TIFIA Debt Service Reserve Account, not later than the next Semi-Annual Payment Date; (ii) with respect to Permitted Investments maintained in the TIFIA Debt Service Account corresponding to amounts needed for the payment of interest, not later than the next Semi-Annual Payment Date; and (iii) with respect to Permitted Investments maintained in the TIFIA Debt Service Account corresponding to amounts needed for the repayment of principal on the TIFIA Loan, not later than the next Semi-Annual Payment Date.

"**Permitted Liens**" means:

(a) liens imposed pursuant to the TIFIA Loan Documents;

(b) liens imposed pursuant to the Senior Resolution, the Junior Resolution Documents, the Subordinate Resolution, the SIB Loan Agreement, any Hedging Agreements existing as of the Effective Date, any Hedging Agreements in connection with Qualified Hedges, any Hedging Agreements in connection with Subordinate Bonds (so long as such Lien is on parity with or junior to the Subordinate Bonds), the Lease Purchase Agreement, and other forms of Permitted Debt; provided, however, that, liens imposed pursuant to contracts generally referred to as lease-leaseback, like-kind exchange and sale-leaseback agreements in connection with the System or any part thereof, described in Sections 5.4 of the Senior Resolution, the Junior Resolution and the Subordinate Resolution shall not constitute Permitted Liens unless consented to in writing by the TIFIA Lender;

(c) liens imposed by law for taxes that are not yet due or are being contested in compliance with Section 16(n);

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 16(n);

(e) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance, and other social security laws or regulations;

(f) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(g) judgment Liens in respect of judgments that do not constitute an Event of Default under Section 20(a)(vii);

(h) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that, in any case, do not secure any monetary obligations, interfere with the ordinary conduct of business of the Borrower, or, if such real property is being incorporated into or used in connection with the Project, do not materially detract from the value of the affected property or impair operation or maintenance of the System;

(i) any Lien on any property or asset of the Borrower existing on the Effective Date; provided, that (i) such Lien shall not apply to any other property or asset of the Borrower, and (ii) such Lien shall secure only those obligations which it secures on the Effective Date and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(j) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower; provided, that, if such property or asset is being acquired in connection with or for use in the Project, (i) such Lien is not created in contemplation of or in connection with such acquisition, (ii) such Lien shall not apply to any other property or assets of the Borrower, and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof; and

(k) purchase money security interests in equipment hereafter acquired by the Borrower; provided, that (i) such security interests secure indebtedness for borrowed money permitted by Section 17(a), (ii) such security interests are incurred, and the indebtedness secured thereby is created, within ninety (90) days after such acquisition, (iii) the indebtedness secured thereby does not exceed the fair market value of such equipment at the time of such acquisition, and (iv) such security interests do not apply to any other property or assets (other than accessions to such equipment) of the Borrower.

"**Person**" means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any Governmental Authority.

"**Personnel Service Contract**" means the contract by and between the Borrower and ACS State and Local Solutions, Inc., a [_____] corporation dated, August 1, 2009, related to the operation of the E-Pass customer service and violation enforcement.

"**Principal Project Contracts**" means the Design Services Agreements, the Corridor Consultant Contract, the Lease Purchase Agreement, the Wekiva Interlocal Agreement and each Construction Contract.

"**Principal Project Party**" means any Person (other than the Borrower) that is a party to a Principal Project Contract and any surety or guarantor of such a Person with respect to such Person's obligations under such Principal Project Contract, for so long as such Principal Project Contract remains in effect.

"**Project**" means all Segments of the Wekiva Parkway Project comprising approximately ten (10) miles located in Orange County, Florida and Lake County, Florida.

"**Project Accounts**" means the TIFIA Debt Service Account and the TIFIA Debt Service Reserve Account.

"**Project Bond Anticipation Notes**" means the Bond Anticipation Notes expected to be issued on or about May 5, 2015, in the not to exceed par amount of [$200,000,000.00], the proceeds of which will be used to pay Eligible Project Costs and financing costs related to the issuance of the Project Bond Anticipation Notes, including, but not limited to, funding any debt service reserve account, and which the Borrower anticipates refinancing with proceeds of the TIFIA Loan.

"**Project Budget**" means the budget for the Project in the aggregate amount of $[_____] attached to this Agreement as **Schedule I** showing a summary of all reasonably anticipated Eligible Project Costs for each Segment and the Project as a whole and the estimated sources and uses of funds for each Segment of the Project, as amended from time to time with the approval of the TIFIA Lender.

"**Put Bonds**" means Permitted Debt which by its terms may be tendered by and at the option of the holder thereof for payment prior to the stated maturity or redemption date thereof either (a) by the Borrower and by the Person and/or from the source specified in a Supplemental Resolution or (b) without recourse to the Borrower, by the Person and/or from the source specified in a Supplemental Resolution; provided, however, that such payment by the Borrower shall in any event be required to be supported by a Credit Facility.

"**Qualified Hedge**" means, to the extent, from time to time, permitted by law, with respect to Senior Lien Bonds or Junior Lien Bonds constituting Additional Bonds, any Hedging Transaction entered into, subsequent to the Effective Date, with a Qualified Hedge Provider and meeting the requirements of Section 16(o).

"**Qualified Hedge Provider**" means any bank or trust company authorized to engage in the banking business that is organized under or licensed as a branch or agency under the laws of the United States or any state thereof that has an Acceptable Credit Rating.

"**Rate Coverage Test**" has the meaning ascribed thereto in Section 16(l).

"**Rating Category**" means one of the generic rating categories of a Nationally Recognized Rating Agency without regard to any refinement or gradation of such rating by a numerical modifier or otherwise.

"**Related Documents**" means the Senior Resolution, the Junior Resolution Documents, the TIFIA Loan Documents, the Subordinate Resolution, the SIB Loan Agreement, the Funding Agreement, the Hedging Agreements, the Principal Project Contracts, and the Other Project Contracts.

"**Renewal and Replacement Fund**" means the Renewal and Replacement Fund established pursuant to Section 4.5(A) of, and as defined in, the Senior Resolution.

"**Requisition**" has the meaning ascribed thereto in Section 4(a).

"**Reserve Accounts**" means the Junior Debt Service Reserve Subaccount, the TIFIA Debt Service Reserve Account, the Renewal and Replacement Fund, the OM&A Reserve Account and the System Project Fund.

"**Revised Financial Model**" means the Base Case Financial Model, as it may be updated from time to time pursuant to Section 22(a)(ii).

"**Rights of Acceleration**" means, with respect to any Contractual Obligation or this Agreement, the remedies available upon an event of default of the Borrower or an event of termination thereunder, include the right to accelerate and to declare immediately due and payable all or any portion of the principal of any Series of Senior Lien Bonds, Junior Lien Bonds or Subordinate Lien Bonds.

"**Secretary**" means the United States Secretary of Transportation.

"**Secured Parties**" means the Trustee, the TIFIA Lender, any other Bondholders and, as applicable, the Hedging Banks and Credit Facility Issuers.

"**Segment 1A**" means that certain portion of the Wekiva Parkway (SR 429) new limited access roadway from SR 429/US 441 Interchange to north of Ponkan Road, which is approximately 2.304 miles long, including 2.057 miles of roadway and 0.247 miles of structures, bridge structures, and pond sites. The approximate project limits include, but are not limited to, the new interchange ramps to/from the Wekiva Parkway (SR 429) north at the US 441 Connector Road, new bridges at Fudge Road, Southfork Drive, and the potential floodplain just north of Southfork Drive, Yothers Road, and Ponkan Road.

"**Segment 1A Design Services Agreement**" means that certain Design Services Agreement Project No. 429-202 dated, May 21, 2012, together with Supplements 1 through 3, by and between the Borrower and HNTB Corporation, as the same may be further amended and supplemented related to Segment 1A.

"**Segment 1B**" means that certain portion of the Wekiva Parkway (SR 429) new limited access roadway from north of Ponkan Road to north of Kelly Park Road, which is approximately

2.323 miles long, including 2.028 miles of roadway and 0.115 miles of structures, bridge crossings, pond sites. The approximate project limits includes, but are not limited to, the new interchange ramps to/from the Wekiva Parkway (SR 429) at Kelly Park Road, new bridges over Kelly Park Road and the floodplain just north of Ponkan Road, and improvements to Kelly Park Road within the interchange and improvements at the Kelly Park Road/Plymouth Sorrento Road intersection.

"**Segment 1B Design Services Agreement**" means that certain Design Services Agreement Project No. 429-203,dated, May 21, 2012, together with Supplements 1 through 4 and Novation, by and between the Borrower and Bowyer-Singleton & Associates, Inc., as the same may be further amended and supplemented related to Segment 1B.

"**Segment 2A**" means that certain portion of the Wekiva Parkway (SR 429) new limited access roadway from east of the SR 429/ SR 46 Systems Interchange to east of Mount Plymouth Road (SR 435), which is approximately 2.040 miles long, including 1.919 miles of roadway and 0.121 miles of structures, bridge structures, and pond sites. The work will include, but is not limited to, new bridges over Morris Access Road, utility easements, and Mount Plymouth Road (CR 435).

"**Segment 2A Design Services Agreement**" means that certain Design Services Agreement Project No. 429-205 dated, August 29, 2012, together with Supplements 1 through 4, by and between the Borrower and Parsons Transportation Group, Inc., as the same may be further amended and supplemented related to Segment 2A.

"**Segment 2B**" means that certain portion of the Wekiva Parkway (SR 429) new limited access interchange with Realigned SR 46, which is approximately 6.491 miles long, including 5.941 miles of roadway and 0.624 miles of structures on the mainline and ramps J, K, L, and M, bridge structures, and pond sites. The work will include, but is not limited to, new bridges as needed for the proposed multi-level interchange for both mainline and ramps including bridges over Ondich Road and Plymouth Sorrento Road.

"**Segment 2B Design Services Agreement**" means that certain Design Services Agreement Project No. 429-204 dated, June 27, 2012, together with Supplements 1 through 3, by and between the Borrower and Atkins North America, Inc., as the same may be further amended and supplemented related to Segment 2B.

"**Segment 2C**" means the widening and realignment of SR 46 from east of Round Lake Road to northwest of the SR 429/SR 46 Systems Interchange, which is approximately 1.680 miles long, including 1.575 miles of roadway and 0.105 miles of structures, bridge structures, and pond sites. The approximate project limits include, but are not limited to, maintaining Coronado Somerset Drive as a contiguous roadway and extending Oak Lane approximately 2,200 linear feet.

"**Segment 2C Design Services Agreement**" means that certain Design Services Contract Project No. 429-206 dated, December 7, 2012, together with Supplements 1 and 2, by and

between the Borrower and DRMP, Inc., as the same may be further amended and supplemented related to Segment 2C.

"**Segments**" means, collectively, any one or more of Segment 1A, Segment 1B, Segment 2A, Segment 2B and Segment 2C.

"**Semi-Annual Payment Date**" means each January 1 and July 1 or, if such date is not a Business Day, the next Business Day following such January 1 or July 1.

"**Senior Debt Service**" (a) subject to the provisions of subparagraph (b) and (c) below, means, at any time, the amounts required to be deposited in the applicable Borrower Fiscal Year into: (i) the Interest Account in the Sinking Fund established under the Senior Resolution, for the payment of interest on any Series of Senior Lien Bonds during such Borrower Fiscal Year, (ii) the Principal Account in the Sinking Fund established under the Senior Resolution, for the payment of the principal of any Series of Senior Lien Bonds during such Borrower Fiscal Year, based on the assumption that any Series of Senior Lien Bonds will remain Outstanding until their respective stated maturity dates (or mandatory sinking fund redemption date as provided in (iii)); and (iii) the Bond Redemption Account for the payment of mandatory sinking fund redemption installments on any Series of Senior Lien Bonds that constitute Term Senior Lien Bonds as provided in the Senior Resolution; provided, however, that:

(b) (i) in determining the amount of such required deposits, a credit shall be allowed for amounts already on deposit therein, including, without limitation, (A) interest earnings on amounts deposited into the Interest Account in the Sinking Fund established under the Senior Resolution, the Principal Account in the Sinking Fund established under the Senior Resolution, the Bond Redemption Account, and the Senior Debt Service Reserve Accounts (amounts on deposit in the Senior Debt Service Reserve Accounts securing one or more Series of Senior Lien Bonds will be deducted from the amount of principal due at final maturity of such Senior Lien Bonds, and in each preceding year until such amounts are exhausted), (B) capitalized interest, and (C) deposits of Series Payments, but only with respect to debt service payments for the Series of Senior Lien Bonds secured by Series Payments, not to exceed the total amounts at any time required to be deposited into the accounts set forth in subparagraphs (a)(i),(ii) and (iii) above, taking into consideration the credits provided for in this subparagraph (b)(i)(A) and (B);

(ii) for the purposes of calculating the requirements of Section 5.2 of the Senior Resolution, for the collection of tolls and other charges, and the requirements of Section 5.6 of the Senior Resolution, for the issuance of Parity Senior Lien Bonds:

(A) the amount of interest earnings on the accounts as provided in subparagraph (b)(i)(A) above for the applicable Borrower Fiscal Year shall be calculated using the lower of: (x) the current interest rate in effect for such investments, or (y) the average interest rate in effect for such investments during any twelve (12) consecutive calendar months of the fifteen (15) consecutive calendar months immediately preceding the date of calculation;

(B) the amount of credit allowed in subparagraph (b)(i)(C) above for Series Payments for the applicable Borrower Fiscal Year for each Series of Senior Lien Bonds

secured by Series Payments shall not exceed eighty percent (80%) of the Series Payments expected to be available for deposit into the accounts set forth in subparagraphs (a)(i), (ii) and (iii) above, as determined by the governing document providing for the payment of such Series Payments, or to the extent the Series Payments are not determined by the governing document, in the amounts that would have been available for such deposits as estimated by an Independent Consultant, had such Series Payments been in effect for the immediately preceding Borrower Fiscal Year;

(iii) when calculating the amount of such required deposits during such Borrower Fiscal Year for any Series of Variable Interest Rate Bonds bearing interest at a variable rate which cannot be ascertained for any particular Borrower Fiscal Year, the interest rate on such Variable Interest Rate Bonds shall be assumed to be: (A) for Variable Interest Rate Bonds that are Outstanding for twenty-four (24) months or more on the date of calculation, the highest average interest rate borne by such Variable Interest Rate Bonds for any preceding thirty (30) day period as of the date of calculation; and (B) for Variable Interest Rate Bonds that are Outstanding less than twenty-four (24) months on the date of calculation, the Bond Buyer Revenue Bond Index (or a recognized comparable market index if such index is no longer in effect) most recently published prior to the time of calculation;

(iv) when calculating the amount of such required deposits during such Borrower Fiscal Year for any Series of Variable Interest Rate Bonds with respect to which a Hedging Agreement is in effect pursuant to which the Borrower has agreed to pay a counterparty an amount based on a fixed interest rate, such Series of Variable Interest Rate Bonds shall be deemed to bear interest at an effective rate equal to the fixed interest rate payable by the Borrower under such Hedging Agreement; provided, that such effective fixed rate may be utilized only if such Hedging Agreement does not result in a reduction or withdrawal of any rating then in effect with respect to the Senior Lien Bonds and so long as such Hedging Agreement is contracted to remain in full force and effect through the stated maturity date of the Variable Interest Rate Bonds;

(v) when calculating the amount of such required deposits during such Borrower Fiscal Year for any Series of Senior Lien Bonds which bear interest at a fixed rate with respect to which a Hedging Agreement is in effect pursuant to which the Borrower has agreed to pay to a counterparty an amount based on a variable or floating interest rate, the Senior Debt Service shall include the interest payable on such Series of Senior Lien Bonds, less fixed amounts to be received by the Borrower under such Hedging Agreement plus the amount of the floating payments (estimated in a manner similar to that described in (b)(iii) above, unless another method of estimation is more appropriate, in the opinion of the Borrower's financial advisor, underwriter or similar agent, for such floating payments) to be made by the Borrower under the Hedging Agreement; provided, that the above described calculation of the Senior Debt Service may be utilized only if such Hedging Agreement does not result in a reduction or withdrawal of any rating then in effect with respect to the Senior Lien Bonds and so long as such Hedging Agreement is contracted to remain in full force and effect through the stated maturity date of the such Series of Senior Lien Bonds;

(vi) when calculating the amount of such required deposits during such Borrower Fiscal Year for any Series of Balloon Senior Lien Bonds, there shall be treated as payable in such Borrower Fiscal Year the amount of principal installments which would have been payable during such Borrower Fiscal Year had the principal of each Series of Balloon Senior Lien Bonds Outstanding been amortized, from the end of the fifth (5^{th}) anniversary of the issuance of such Balloon Senior Lien Bonds over a period of twenty-five (25) years thereafter, on a level debt service basis at an interest rate equal to the rate borne by such Balloon Senior Lien Bonds on the date of calculation, provided, that if the date of calculation is within twelve (12) months before the actual maturity of such Balloon Senior Lien Bonds or Repayment Obligations, the full amount of principal payable at maturity shall be included in such calculation;

(vii) when calculating the amount of such required deposits during such Borrower Fiscal Year with respect to any Capital Appreciation Senior Lien Bonds, all amounts payable on Capital Appreciation Senior Lien Bonds shall be considered a principal payment in the year it becomes due;

(viii) when calculating the amount of such required deposits during such Borrower Fiscal Year with respect to any Commercial Paper Program, such amount shall include the sum of all principal and interest payments that would be payable during such Borrower Fiscal Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of thirty (30) years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Borrower's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise); and

(ix) when calculating the amount of such required deposits on Paired Obligations, the interest rate on such Senior Lien Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the Borrower with respect to such Paired Obligations;

provided, further, however, that there shall be excluded from the calculation of the amount of such required deposits (X) interest on Senior Lien Bonds (including Cross-over Refunding Senior Lien Bonds or cross-over refunded Senior Lien Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest, and (Y) principal on Cross-over Refunded Senior Lien Bonds to the extent that the proceeds of Cross-over Refunding Senior Lien Bonds are irrevocably deposited in escrow in satisfaction of the requirements of the Senior Resolution, and such proceeds or the earnings thereon are required to be applied to pay such principal (subject to the possible use to pay the principal of the Cross-over Refunding Senior Lien Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such principal.

(c) Notwithstanding the provisions above, in calculating Senior Debt Service for any future period (except as otherwise specifically provided herein):

(i) any Permitted Debt bearing interest at a Variable Interest Rate shall be deemed to bear interest at the Bank Lending Margin plus the fixed rate on the applicable Qualified Hedge (which shall reflect any premium or margin payable thereon);

(ii) to the extent the requirements of Section 16(o) of this Agreement have been waived so that paragraph (a) of this definition no longer applies, any Variable Interest Rate Bonds for which the interest rate payable thereon has not yet been determined shall be deemed to bear interest at all times prior to the maturity date thereof at a rate which is the highest twelve-month (12-month) rolling average of one month (1 month) LIBOR over the past ten (10) years preceding the date of calculation plus the Bank Lending Margin; provided, that if such index is no longer published, the index to be used shall be that index which the TIFIA Lender, in consultation with the Borrower, determines most closely replicates it;

(iii) any Put Bonds Outstanding during such period which by their terms are not required to be paid by the Borrower upon tender by the holder thereof shall be assumed to mature on the stated maturity date thereof;

(iv) any Put Bonds Outstanding during such period which by their terms are required to be paid by the Borrower upon tender by the holder thereof shall be assumed to mature on the earliest to occur of (A) the stated maturity date thereof, (B) the date provided in an applicable Supplemental Authorizing Resolution, or (C) if the Credit Facility securing such Put Bonds expires within six (6) months or less of the date of calculation and has not been renewed or replaced, the expiration date of such Credit Facility; provided, however, if the Credit Facility Issuer is rated in one of the three (3) highest rating categories (without regard to gradations within such rating categories) as of the calculation date, then, taking into account the length of any reimbursement period for amounts available to be drawn under such Credit Facility, the assumed maturity date may be extended to the final date allowable for reimbursement of the Credit Facility Provider pursuant to the terms of such Credit Facility;

(v) the principal amount of any Put Bonds tendered for payment by the Borrower which are required to be paid by the Borrower which have not yet been purchased in lieu of such payment by the Borrower shall be deemed to mature on the date required to be paid pursuant to such tender;

(vi) the principal and/or interest portion (whether by redemption or otherwise) of Capital Appreciation Bonds shall be the Accreted Amount thereof due and payable during such period; and

(vii) when calculating Senior Debt Service no adjustment described in subclause (vi) of the definition of Annual Debt Service Requirement contained in the Senior Resolution shall be taken into account.

"**Senior Debt Service Coverage Ratio**" means, for any Calculation Period, the ratio of Net Revenues for such Calculation Period to Senior Debt Service for such Calculation Period.

"**Senior Debt Service Reserve Account**" means the Debt Service Reserve Account established pursuant to and as defined in the Senior Resolution or a related Supplemental Authorizing Resolution.

"**Senior Debt Service Reserve Required Balance**" means the Debt Service Reserve Requirement as defined in the Senior Resolution.

"**Senior Lien Bonds**" means an obligation or evidences of indebtedness for borrowed money secured by or payable from System Pledged Revenues, the Lien on such System Pledged Revenues being senior to the Lien granted to the Bondholders of the Junior Lien Bonds and the Subordinate Bonds incurred by the Borrower from time to time, and shall include notes (including, but not limited to, any Commercial Paper Program), bonds (including, but not limited to, Parity Senior Lien Bonds, Variable Interest Rate Bonds, Bond Anticipation Notes and Completion Bonds) and other evidences of indebtedness or obligations authorized by, issued and Outstanding under the Senior Resolution.

"**Senior Resolution**" means that certain Amended and Restated Master Bond Resolution, adopted by the Borrower on February 3, 2003, as amended and supplemented from time to time in accordance with its terms pursuant to a Supplemental Authorizing Resolution.

"**Series**" means (a) with respect to Senior Lien Bonds issued under the Senior Resolution, all of the Senior Lien Bonds authenticated and delivered on original issuance and pursuant to the Senior Resolution or any Supplemental Authorizing Resolution authorizing such Senior Lien Bonds as a separate Series of Senior Lien Bonds or any Senior Lien Bonds thereafter authenticated and delivered in lieu of or in substitution for such Senior Lien Bonds pursuant to Article II of the Senior Resolution, regardless of variations in maturity, interest rate or other provisions, and (b) with respect to Junior Lien Bonds issued under the Junior Resolution, all of the Junior Lien Bonds authenticated and delivered on original issuance and pursuant to the Junior Resolution or any Supplemental Authorizing Resolution authorizing such Junior Lien Bonds as a separate Series of Junior Lien Bonds or any Junior Lien Bonds thereafter authenticated and delivered in lieu of or in substitution for such Junior Lien Bonds pursuant to Article II of the Junior Resolution, regardless of variations in maturity, interest rate or other provisions.

"**Series 2012A Bonds**" means the Bonds known as the General Reserve Fund Obligation Bonds, Series 2012A, originally issued pursuant to the Subordinate Resolution, as supplemented by the First Supplemental Subordinate Lien Revenue Bond Resolution adopted on November 28, 2012. The terms and conditions of the Series 2012A Bonds are set forth in the Funding Agreement.

"**Series Junior Lien Payments**" has the meaning ascribed thereto in the Junior Resolution.

"**Series Payments**" means payments which are either:

(a) payable to the Borrower pursuant to any agreement by and between the Borrower and any private, non-governmental corporation, organization, association, individual or other

entity, which payments by their terms automatically recur without approval that is discretionary to such entity providing such payments for so long as any Senior Lien Bonds secured thereby are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the applicable Supplemental Authorizing Resolution are met, or

(b) payable to the Borrower pursuant to any agreement by and between the Borrower and the United States government, the State, any county, municipality, political subdivision, public body or other governmental entity, or under any law, statute, ordinance, resolution or other authorizing instrument of such an entity, which payments by their terms automatically recur without appropriation, approval or similar account that is discretionary to such entity providing such payments for so long as any Senior Lien Bonds secured thereby are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the applicable Supplemental Authorizing Resolution are met; and

in each case above, available and expressly pledged by the Borrower for the payment of debt service on one or more, but less than all Senior Lien Bonds issued and Outstanding under the Senior Resolution.

"**Servicer**" means such entity or entities as the TIFIA Lender may designate from time to time to perform or assist the TIFIA Lender in performing certain duties hereunder.

"**Short Term Qualified Hedge**" has the meaning ascribed thereto in Section 16(p)(i).

"**SIB Loan**" means that certain State Infrastructure Bank Loan entered into by and between the Borrower and FDOT on April 1, 2005, in the initial aggregate principal amount of $35,000,000, with a final payment due on October 1, 2017. The SIB Loan is secured by System Pledged Revenues on a parity basis with the TIFIA Loan and the other Junior Lien Bonds.

"**SIB Loan Agreement**" means that certain State Infrastructure Bank Loan Agreement dated, April 1, 2005, by and between the FDOT and the Borrower evidencing the SIB Loan.

"**Sinking Fund**" has the meaning ascribed thereto in the Senior Resolution.

"**State**" has the meaning ascribed thereto in the preamble.

"**Subordinate Bonds**" means an obligation or evidences of indebtedness for borrowed money secured by or payable from System Pledged Revenues, the Lien on such System Pledged Revenues being junior to the Lien granted to the Bondholders of the Senior Lien Bonds and the Junior Lien Bonds incurred by the Borrower from time to time, and shall include notes (including, but not limited to, any Commercial Paper Program), bonds (including, but not limited to, Variable Interest Rate Bonds and Bond Anticipation Notes) and other evidences of indebtedness or obligations authorized by, issued and Outstanding under the Subordinate Resolution and includes the Series 2012A Bonds for so long as the Series 2012A Bonds have not ascended to the status of a Junior Lien Bond in accordance with Section 4.3 of the Junior Resolution.

"**Subordinate Resolution**" means that certain Master Subordinate Lien Bond Resolution, adopted by the Borrower on November 28, 2012, as amended or supplemented from time to time.

"**Subordinated Hedging Termination Obligations**" means Hedging Termination Obligations under the Hedging Agreements other than those arising as a result of a Permitted Hedging Termination or as a result of a tax or illegality event or upon failure of the Borrower to pay any Hedging Obligations when due.

"**Subsequent Qualified Hedge**" has the meaning ascribed thereto in Section 16(o)(i)(C).

"**Substantial Completion**" means the opening of all Segments of the Project to vehicular traffic.

"**Substantial Completion Date**" means the date on which Substantial Completion occurs. As of the Effective Date, the Substantial Completion Date is projected to be June 30, 2018, which may, hereafter, be adjusted in the Financial Plan in accordance with Section 22(a)(iii).

"**Supplemental Authorizing Resolution**" means a resolution supplementing or modifying the provisions of the Senior Resolution.

"**Supplemental Junior Lien Authorizing Resolution**" means a resolution supplementing or modifying the provisions of the Junior Resolution, including the First Supplemental Junior Lien Authorizing Resolution.

"**Supplemental Junior Lien Payments**" (a) means payments payable to the Borrower pursuant to any agreement by and between the Borrower and any private or governmental entity, or under any law, statute, ordinance, resolution or other authorizing instrument of such an entity, which payments are available and expressly pledged by the Borrower for the payment of debt service with respect to one or more Junior Lien Bonds Outstanding under the Junior Resolution, but which are restricted to use only in the event System Junior Lien Pledged Revenues or, if applicable, Systems Junior Lien Payments, are insufficient to make payments required hereunder with respect to such Junior Lien Bonds. Such Payments must:

(i) by their terms automatically recur without appropriation, approval or similar action that is discretionary to such entity providing such payments for so long as any Junior Lien Bonds secured thereby are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the applicable Supplemental Junior Lien Authorizing Resolution are met; and

(ii) be available and be expressly pledged by the Borrower for the payment of debt service on the Junior Lien Bonds issued and Outstanding under the Junior Resolution.

(b) At the time of entering into such agreement, the Nationally Recognized Rating Agencies then maintaining a public rating on any Junior Lien Bonds at the request of the

Borrower shall provide written confirmation to the Borrower prior to the application of such payments that such payments would not:

(i) in the event any Junior Lien Bonds are then Outstanding on which there is no Credit Facility securing the principal of and interest on such Junior Lien Bonds or from which such amounts are payable, result in the reduction or withdrawal of the rating then in effect for such Junior Lien Bonds; or

(ii) in the event all Junior Lien Bonds then Outstanding are so insured or enhanced, adversely affect the rating that would be given such Junior Lien Bonds if such Junior Lien Bonds were not so insured or enhanced.

(c) Interlocal Agreement Payments shall constitute Supplemental Junior Lien Payments only to the extent the public agency entering into the Interlocal Agreement with the Borrower has consented to their application to the Junior Lien Bonds issued under the Junior Resolution. Supplemental Junior Lien Payments shall not include Series Junior Lien Payments or payments pursuant to a Credit Facility or a Hedging Agreement.

"**Supplemental Payments**" (a) means payments payable to the Borrower pursuant to any agreement by and between the Borrower and any private or governmental entity, or under any law, statute, ordinance, resolution or other authorizing instrument of such an entity, which payments are available and expressly pledged by the Borrower for the payment of debt service with respect to the Senior Lien Bonds Outstanding under the Senior Resolution, but which are restricted to use only in the event System Pledged Revenues or, if applicable, Series Payments, are insufficient to make payments required under the Senior Resolution with respect to such Senior Lien Bonds. Such payments must:

(i) by their terms automatically recur without appropriation, approval or similar action that is discretionary to such entity providing such payments for so long as the Senior Lien Bonds secured thereby are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the Senior Resolution are met; and

(ii) be available and be expressly pledged by the Borrower for the payment of debt service on one or more Series of Bonds issued and Outstanding under the Senior Resolution.

(b) At the time of entering into such arrangement, the Nationally Recognized Rating Agencies then maintaining a rating on the Senior Lien Bonds at the request of the Borrower shall provide written confirmation to the Borrower prior to the application of such payments that such payments would not:

(i) in the event any Senior Lien Bonds are then Outstanding on which there is no Credit Facility securing the principal of and interest on such Senior Lien Bonds or from which such amounts are payable, result in the reduction or withdrawal of the rating then in effect for such Senior Lien Bonds; or

(ii) in the event all Senior Lien Bonds then Outstanding are so insured or enhanced, adversely affect the rating that would be given such Senior Lien Bonds if such Senior Lien Bonds were not so insured or enhanced.

(c) County Interlocal Agreement Payments shall constitute Supplemental Payments only to the extent Orange County, Florida has consented to their application to the Senior Lien Bonds issued under the Senior Resolution. Supplemental Payments shall not include Series Payments or payments pursuant to Credit Facility or a Hedging Agreement.

"**Supplemental Resolutions**" means, together, the Supplemental Authorizing Resolutions and the Supplemental Junior Lien Authorizing Resolutions.

"**System**" means the entire Central Florida Expressway System as in existence on the Effective Date, including but not limited to, all approaches, roads, bridges, avenues of access for such System and those extensions, additions, or improvements to the System as contemplated by the Senior Resolution, the Junior Resolution, the Subordinate Resolution or the Expressway Act, including the System Projects. In no event shall the Non-System Projects be part of the System unless they meet all of the requirements of Section 5.15 of the Senior Resolution.

"**System General Reserve Fund**" means the System General Reserve Fund established pursuant to Section 4.5(A)(ii) of, and as defined in, the Senior Resolution.

"**System General Revenue Fund**" means the System General Revenue Fund established pursuant to Section 4.4 of, and as defined in, the Senior Resolution.

"**System Junior Lien Payments**" means, if any, payments to the Borrower pursuant to any agreement by and between the Borrower and the Government, the State, any county, municipality, political subdivision, public body or other governmental entity, or under any law, statute, ordinance, resolution or other authorizing instrument of such an entity; provided, however,

(a) such payments, by their terms:

(i) automatically recur without appropriation, approval or similar action that is discretionary to the entity providing such payments for so long as any Junior Lien Bonds are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the applicable Supplemental Junior Lien Authorizing Resolution are met; and

(ii) are available and expressly pledged by the Borrower for the payment of debt service on all Junior Lien Bonds issued and Outstanding under the Junior Resolution;

(b) at the time of entering into such arrangement, the Nationally Recognized Rating Agencies then maintaining a public rating on the Junior Lien Bonds at the request of the Borrower shall provide written confirmation to the Borrower prior to the application of such payments that such payments would not:

(i) in the event any Junior Lien Bonds are then Outstanding on which there is no Credit Facility securing the principal of and interest on such Junior Lien Bonds or from which such amounts are payable, result in the reduction or withdrawal of the rating then in effect for such Junior Lien Bonds; or

(ii) in the event all Junior Lien Bonds then Outstanding are so insured or enhanced, result in the reduction or withdrawal of the rating that would be given such Junior Lien Bonds if such Junior Lien Bonds were not so insured or enhanced;

(c) System Junior Lien Payments shall not include the Series Junior Lien Payments, the Supplemental Junior Lien Payments (including, without limitation the Interlocal Agreement Payments), payments in the nature of "operating revenues" (including, without limitation, leasehold and concession payments) that constitute Gross Revenues or payments pursuant to a Credit Facility or a Qualified Junior Lien Swap Agreement;

(d) payments described in subparagraph (a) above shall not be pledged as System Junior Lien Payments to secure payment of Junior Lien Bonds unless, in addition to meeting the requirements of subparagraphs (a) and (b) above, either:

(i) they are a sales tax, gas or fuel tax, franchise fee, ad valorem tax, utility or other public service tax, excise tax, income tax or use tax; or

(ii) for any Junior Lien Bonds, amounts derived from sources described in subparagraphs (a)(i) and (ii) hereof together with the Series Junior Lien Payments (other than described in subparagraph (d)(i) of the definition of Series Junior Lien Payments) do not constitute in excess of twenty percent (20%) of the Annual Gross Junior Lien Debt Service; or

(iii) they are approved by the issuer of each Credit Facility issued for the benefit of at least ten percent (10%) in aggregate principal amount of the Junior Lien Bonds Outstanding.

"**System Payments**" (a) means payments payable to the Borrower pursuant to any agreement by and between the Borrower and the Government, the State, any county, municipality, political subdivision, public body or other governmental entity, or under any law, statute, ordinance, resolution or other authorizing instrument of such an entity, which payments by their terms:

(i) automatically recur without appropriation, approval or similar action that is discretionary to such entity providing such payments for so long as any Senior Lien Bonds are Outstanding or until such earlier time as all conditions for the release of such payments, if any, provided in the applicable Supplemental Authorizing Resolution are met; and

(ii) are available and expressly pledged by the Borrower for the payment of debt service on all Senior Lien Bonds issued and Outstanding under the Senior Resolution.

(b) At the time of entering into such arrangement, the Nationally Recognized Rating Agencies then maintaining a rating on the Senior Lien Bonds at the request of the Borrower shall

provide written confirmation to the Borrower prior to the application of such payments that such payments would not:

(i) in the event any Senior Lien Bonds are then Outstanding on which there is no Credit Facility or other credit enhancement facility securing the principal of and interest on such Senior Lien Bonds or from which such amounts are payable, result in the reduction or withdrawal of the rating then in effect for such Senior Lien Bonds; or

(ii) in the event all Senior Lien Bonds then Outstanding are so insured or enhanced, result in the reduction or withdrawal of the rating that would be given such Senior Lien Bonds if such Senior Lien Bonds were not so insured or enhanced.

(c) System Payments shall not include Series Payments, Supplemental Payments (including, without limitation, County Interlocal Agreement Payments), payments in the nature of "operating revenues" (including, without limitation, leasehold and concession payments) that constitute Gross Revenues or payments pursuant to a Credit Facility or a Hedging Agreement.

(d) Payments described in subparagraph (a) above shall not be pledged as System Payments to secure payment of any Senior Lien Bonds unless, in addition to meeting the requirements of subparagraphs (a) and (b) above, either:

(i) they are a sales tax, gas or fuel tax, franchise fee, ad valorem tax, utility or other public service tax, excise tax, income tax or use tax; or

(ii) for any Senior Lien Bonds, amounts derived from sources described in subparagraphs (a)(i) and (ii) hereof together with the Series Payments (other than described in subparagraph (d)(i) of the definition of Series Payments) do not constitute in excess of twenty percent (20%) of the Annual Gross Debt Service; or

(iii) they are approved by the issuer of each Credit Facility issued for the benefit of at least ten percent (10%) in aggregate principal amount of Senior Lien Bonds Outstanding.

"**System Pledged Revenues**" means, collectively, (a) Net Revenues, plus System Payments, and (b) until applied in accordance with the provisions of the Senior Resolution, amounts on deposit in the funds and accounts established under the Senior Resolution, except for (i) monies on deposit in the Rebate Account, as defined in the Senior Resolution, (ii) monies in any fund or account to the extent that amounts on deposit in such fund or account are used to pay any Cost of Operation or Non-System Project Operating Expenses, and (iii) monies deposited in a subaccount of the Reserve Account established under the Senior Resolution to the extent that monies on deposit in such subaccount are pledged solely for the payment of a particular Series of Bonds under the Senior Resolution.

"**System Project**" means (a) the acquisition, construction or purchase of: (i) of any tolled roads and bridges, and (ii) avenues of access, appurtenances and additional rights of way or such other improvements, necessary for the safe and efficient operation of the System, (b) such roads, bridges, avenues of access, appurtenances and rights of way so acquired, constructed or

purchased, and (c) the conducting of engineering and design studies as required or convenient for further expansion, additions and improvements to the System, as authorized by the Expressway Act. System Projects must be designated as such by authorized resolution of the Borrower and may be part of a larger work plan approved by the Borrower.

"**System Projects Fund**" means the System Projects Fund established pursuant to Section 4.5(A)(iv) of, and as defined in, the Senior Resolution.

"**Term Junior Lien Bonds**" means the Junior Lien Bonds of a Series which shall be stated to mature on one date and for the amortization of which payments are required to be made into the Junior Lien Bond Redemption Subaccount in the Junior Lien Sinking Fund Account as may be provided by a Supplemental Authorizing Resolution.

"**Term Senior Lien Bonds**" means the Senior Lien Bonds of a Series which shall be stated to mature on one date and for the amortization of which payments are required to be made into the Bond Redemption Account in the Sinking Fund as may be provided by a Supplemental Authorizing Resolution.

"**TIFIA**" has the meaning ascribed thereto in the recitals.

"**TIFIA Bond**" means the Bond delivered by the Borrower in substantially the form attached hereto as **Exhibit A.**

"**TIFIA Debt Service**" means (a) with respect to any Semi-Annual Payment Date occurring on or after the Debt Service Payment Commencement Date and prior to the Level Payment Commencement Date, the principal portion of the Outstanding TIFIA Loan Balance and any interest payable thereon, in each case, (i) as set forth on **Exhibit G,** and (ii) due and payable on such Semi-Annual Payment Date in accordance with the provisions of Section 9(c)(i), and (b) with respect to any Semi-Annual Payment Date occurring on or after the Level Payment Commencement Date, the entire amount of each Fixed Level Payment required to be paid pursuant to Section 9(d).

"**TIFIA Debt Service Account**" means, collectively, the TIFIA Junior Lien Principal Subaccount, the TIFIA Junior Lien Interest Subaccount and the TIFIA Junior Lien Redemption Subaccount, each created pursuant to the First Supplemental Junior Lien Authorizing Resolution and established and held by the Trustee under the Trust Agreement.

"**TIFIA Debt Service Reserve Account**" means the TIFIA Junior Lien Reserve Subaccount created pursuant to the First Supplemental Junior Lien Authorizing Resolution and established and held by the Trustee under the Trust Agreement.

"**TIFIA Debt Service Reserve Required Balance**" means an amount equal to the maximum annual TIFIA Debt Service in any Borrower Fiscal Year as of any date of measurement.

"**TIFIA Interest Rate**" has the meaning ascribed thereto in Section 6.

"**TIFIA Lender**" has the meaning ascribed thereto in the preamble.

"**TIFIA Lender's Authorized Representative**" means the Administrator and any other Person who shall be designated as such pursuant to Section 27.

"**TIFIA Loan**" means the secured loan made by the TIFIA Lender to the Borrower hereunder, pursuant to the Act, in a principal amount not to exceed $[193,695,000] (excluding capitalized interest), to be used to reimburse Eligible Project Costs previously paid or incurred by or on behalf of the Borrower in connection with the Project, and may be used to refinance Project Bond Anticipation Notes.

"**TIFIA Loan Documents**" means this Agreement, the TIFIA Bond, the Junior Resolution, the First Supplemental Junior Lien Authorizing Resolution in respect of the TIFIA Bond, and any other Junior Resolution Document.

"**Toll Services Contract**" means the contract by and between the Borrower and Florida Toll Services, a joint venture of Washington Group International, Inc., an Ohio Corporation, and Alltech, Inc., a Parsons Brinckerhoff Company, a Delaware Corporation dated, July 1, 2005, related to toll facility operations and management services, as amended and supplemented from time to time.

"**Total Debt Service Coverage Ratio**" means, for any Calculation Period, the ratio of Net Revenues for such Calculation Period to the Annual Aggregate Debt Service Requirement for such Calculation Period.

"**Total Project Costs**" means (a) the costs paid or incurred (to the extent paid, such costs shall be reimbursed to the Person who paid such costs) or to be paid or incurred by the Borrower in connection with or incidental to the acquisition, design, construction and equipping of the Project, including legal, administrative, engineering, planning, design, insurance and financing costs, (b) payments when due (whether at the maturity of principal, the due date of interest, or upon optional or mandatory prepayment) on any indebtedness of the Borrower (other than the TIFIA Loan) incurred for the Project, including capitalized interest on the Senior Lien Bonds, (c) costs of equipment and supplies and initial working capital and reserves required by the Borrower for the commencement of operation of the Project, including general administrative expenses and overhead of the Borrower, and (d) the repayment of obligations incurred by the Borrower, the proceeds of which obligations were used to pay items (a) through (c) of this definition.

"**Traffic and Revenue Study**" means, collectively, the Wekiva Parkway Traffic and Revenue Study Update dated, June/July 2014, and the FY 2013 General Traffic and Earnings Consultant Annual Report dated, June 2014, prepared by the Traffic Consultant, and any amendments, supplements or updates thereto.

"**Traffic Consultant**" means, initially, CDM Smith, Inc., and any replacement traffic consultant firm selected by the Borrower and, subject to Section 16(r), not unacceptable to the TIFIA Lender.

"**Trust Agreement**" means that certain Registrar, Paying Agent and Trustee Agreement dated, March [_____] 2015, by and between the Borrower and the Trustee.

"**Trustee**" means Wells Fargo Bank, a national banking association with corporate trust powers, in its capacity as Trustee for the TIFIA Lender appointed by the Borrower pursuant to the Supplemental Junior Lien Authorizing Resolution authorizing the TIFIA Bonds under the Junior Resolution and its successors and assigns.

"**Uncontrollable Force**" means any cause beyond the control of the Borrower, including: (a) a hurricane, a tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, or act of God; (provided, that the Borrower shall not be required to settle any strike or labor disturbance in which it may be involved); or b) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Borrower and the Borrower does not control the administrative agency or governmental officer or body; provided, that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Borrower.

"**Uniform Commercial Code**" or "**UCC**" means the Uniform Commercial Code, as in effect from time to time in the State.

"**USDOT**" means the United States Department of Transportation.

"**Variable Interest Rate**" means a variable interest rate to be borne by any Permitted Debt. The method of computing such variable interest rate shall be specified in the Supplemental Resolution of the Borrower pursuant to which such Permitted Debt is incurred. Such Supplemental Resolution shall also specify either: (a) the particular period or periods of time for which each value of such variable interest rate shall remain in effect; or (b) the time or times upon which any change in such variable interest rate shall become effective.

"**Variable Interest Rate Bonds**" means Permitted Debt which bears a Variable Interest Rate but does not include any Permitted Debt for which the interest rate has been fixed during the remainder of the term thereof to maturity; provided, however, that Permitted Debt bearing a Variable Interest Rate shall not be deemed Variable Interest Rate Bonds if (a) the Borrower has entered into a Qualified Hedge with respect to such Permitted Debt during the period for which such Qualified Hedge is in effect or (b) such Permitted Debt constitutes Floater/Inverse Floater Debt; provided, further, that Permitted Debt bearing a fixed rate of interest shall be deemed Variable Interest Rate Bonds to the extent that the Borrower has entered into a Qualified Hedge pursuant to which the Borrower is obligated to pay a floating rate of interest and receives a fixed rate of interest and shall be deemed to bear interest at the lesser of the rate determined pursuant to subparagraph (a) of the definition of the term Senior Debt Service or the maximum interest rate, if any, payable pursuant to such Qualified Hedge.

"**Variable Interest Rate Junior Lien Bonds**" means any Series of Variable Interest Rate Bonds that constitute Junior Lien Bonds.

"**Verification Agent**" means an independent nationally recognized certified public accountant or other professional who regularly provides verification services selected by the Borrower pursuant to a Supplemental Resolution and, subject to Section 16(r), not unacceptable to the TIFIA Lender.

"**Warranty**" means any warranty or covenant, expressed or implied, statutory, contractual or otherwise, imposed upon or provided by or obligation undertaken by any contractor, subcontractor, architect, engineer, consultant, professional, vendor, distributor, supplier or other person or entity performing, providing or furnishing any labor, services, work, supplies, materials, equipment, hardware, software, systems, testing, inspection, licenses or other items, rights or interests rights relating to the title, design, workmanship, materials, fabrication, assembly, construction, installation, quality, durability, reliability, operation, performance, intellectual property rights in and/or, compliance with applicable laws of any or all improvements, facilities, installations, components, elements, systems, items, rights or interests constituting the Project, and any obligation or agreement to correct, repair, remediate, restore or replace during the applicable warranty period any defects, deficiencies, insufficiencies, noncompliances and infringements in breach or violation of such warranty.

"**Wekiva Interlocal Agreement**" means the Interlocal Agreement by and between FDOT and Central Florida Expressway Authority (formerly the Orlando-Orange County Expressway Authority) for construction and operation of the Wekiva Parkway dated, June 11, 2014, as amended and supplemented from time to time.

"**Wekiva Parkway Project**" means the four-lane divided and six-lane divided limited access toll facility, which begins in Orange County, Florida at the terminus of SR 429/SR 414 (John Land Apopka Expressway) at US 441 just west of CR 437 and extends to the north/northeast into Lake County, Florida, turning east and crossing the Wekiva River into Seminole County, Florida and terminating at I-4, all as more particularly described in the Finding of No Significant Impact dated, May 11, 2012, and issued by FHWA.

SECTION 2. Interpretation. Unless the context shall otherwise require, the words "hereto," "herein," "hereof" and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Whenever the Borrower's knowledge is implicated in this Agreement or the phrase "to the Borrower's knowledge" or a similar phrase is used in this Agreement, the Borrower's knowledge or such phrase(s) shall be interpreted to mean to the best of the Borrower's knowledge after reasonable and diligent inquiry and investigation. Unless the context shall otherwise require, references to any Person shall be deemed to include such Person's successors and permitted assigns. Unless the context shall otherwise require, references to sections, subparagraphs, schedules, exhibits, appendices and provisions are to the applicable

sections, subparagraphs, schedules, exhibits, appendices and provisions of this Agreement. The schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement. The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms thereof and hereof. Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 37 and signed by a duly authorized representative of such party.

SECTION 3. TIFIA Loan Amount. The principal amount of the TIFIA Loan shall not exceed $[193,695,000]; provided, however, that the total federal assistance provided to the Project shall not exceed eighty percent (80%) of Eligible Project Costs. TIFIA Loan proceeds shall be disbursed from time to time in accordance with Section 4.

SECTION 4. Disbursement Conditions.

(a) TIFIA Loan proceeds shall be disbursed solely in respect of Eligible Project Costs previously paid or incurred by or on behalf of the Borrower in connection with the Project and may be used to redeem Project Bond Anticipation Notes. Each disbursement of the TIFIA Loan shall be made pursuant to a requisition and certification (collectively, a "**Requisition**") in the form set forth in **Appendix One** to **Exhibit D**, along with all documentation and other information required thereby, submitted by the Borrower to, and approved by, the TIFIA Lender, all in accordance with the procedures of **Exhibit D** and subject to the requirements of this Section 4 (i) with respect to the initial disbursement, the conditions set forth in Section 13(a), and (ii) with respect to each subsequent disbursement, the conditions set forth in Section 13(b); provided, however, that no disbursements of TIFIA Loan proceeds shall be made on or after the date that is one (1) year after the Substantial Completion Date.

(b) The Borrower shall deliver copies of each Requisition to the TIFIA Lender, the FHWA TIFIA Joint Program Office (HITJ), the Servicer and the FHWA Division Office on or before the first day of each month for which a disbursement is requested, or the next succeeding Business Day if such first day is not a Business Day. If the TIFIA Lender shall expressly approve a Requisition or shall not expressly deny a Requisition, disbursements of funds shall be made on the fifteenth (15^{th}) day of the month for which a disbursement has been requested, or on the next succeeding Business Day if such fifteenth (15^{th}) day is not a Business Day. Express TIFIA Lender approval or denial shall be substantially in the form annexed hereto as **Appendix Three** to **Exhibit D**. In no event shall disbursements be made more than once each month. At the time of any disbursement, the sum of all prior disbursements of TIFIA Loan proceeds and the disbursement then to be made shall not exceed the cumulative disbursements through the end of the then-current year set forth in the Anticipated TIFIA Loan Disbursement Schedule, as the same may be amended from time to time.

(c) The Borrower anticipates that it will draw down all of the proceeds of the TIFIA Loan to reimburse the Borrower for its prior payment of Eligible Project Costs, including for the purpose of paying or redeeming the Project Bond Anticipation Notes. In connection with Eligible Project Costs, irrespective of whether such costs were paid with the proceeds of Project Bond Anticipation Notes, the Borrower shall deliver to the TIFIA Lender, the FHWA Division Office and the Servicer (if any), no later than, (i) with respect to Eligible Project Costs incurred by or on behalf of the Borrower prior to, and up to one (1) month after, the Effective Date, the last Business Day of the second (2nd) month immediately following the Effective Date, (ii) with respect to Eligible Project Costs incurred by or on behalf of the Borrower after the one month (1 month) period referred to in subclause (i) above, the last Business Day of each month immediately following such second (2nd) month referred to in subclause (ii) above, and a duly executed Certificate certifying as to the following:

(i) the amount of Eligible Project Costs financed from the proceeds of the Project Bond Anticipation Notes for the preceding month;

(ii) that such proceeds of the Project Bond Anticipation Notes were expended solely in connection with the payment or reimbursement of Eligible Project Costs;

(iii) the amount of Eligible Project Costs paid by or on behalf of the Borrower in the preceding month from sources other than the Project Bond Anticipation Notes and identifying such sources;

(iv) that there does not currently exist any Event of Default, or any event that with the giving of notice or the passage of time or both would constitute an Event of Default; and, if there does currently exist an Event of Default, or any event that with the giving of notice or the passage of time or both would constitute an Event of Default, the Certificate shall specify all the actions that the Borrower is taking to remedy or prevent each such Event of Default; and

(v) such Certificate shall be delivered to the TIFIA Lender, along with supporting documentation, copies of all invoices and other records relating to its incurrence or payment of such Eligible Project Costs (the "**Eligible Project Costs Documentation**"), which shall be satisfactory to the TIFIA Lender in order for the TIFIA Lender to verify that such proceeds of the Project Bond Anticipation Notes were expended for Eligible Project Costs and to audit such other Eligible Project Costs paid by or on behalf of the Borrower. All Eligible Project Costs Documentation shall have been delivered to the TIFIA Lender, the Servicer (if any) and the FHWA Division Office not less than one month (1 month) prior to the Borrower's submission of the Requisition contemplated in paragraph (b) above.

(d) The Certificate and Eligible Project Costs Documentation referred to above is intended to document Eligible Project Costs in connection with the reimbursement of such Eligible Project Costs, or for the purpose of paying or redeeming, in whole or part, the Project Bond Anticipation Notes in respect of which the proceeds thereof were used to pay such documented Eligible Project Costs, and the TIFIA Lender shall review each such Certificate for compliance with TIFIA disbursement requirements. In no event shall the Borrower issue and/or deliver a Requisition for the reimbursement of any Eligible Project Costs in connection with

which Eligible Project Costs Documentation has not been delivered to the TIFIA Lender. The applicable amount of Eligible Project Costs will be disbursed following the Borrower's submittal of a Requisition and upon satisfaction of the conditions precedent to closing set forth in Section 13(a), and the conditions precedent to disbursement set forth in Section 4(a) and Section 13(b).

(e) The Borrower may amend the Anticipated TIFIA Loan Disbursement Schedule by submitting a revised version thereof to the TIFIA Lender no later than thirty (30) days prior to the proposed effective date thereof, together with a detailed explanation of the reasons for such revisions. Such revised Anticipated TIFIA Loan Disbursement Schedule shall become effective upon the TIFIA Lender's written approval thereof, which approval shall be granted in the TIFIA Lender's sole discretion.

SECTION 5. Term. The term of the TIFIA Loan shall extend from the Effective Date to the Final Maturity Date or to such earlier or later date as all amounts due or to become due to the TIFIA Lender hereunder have been paid.

SECTION 6. Interest Rate. The interest rate with respect to the TIFIA Loan (the "**TIFIA Interest Rate**") shall be [___] percent ([__]%) per annum. Interest will be computed on the Outstanding TIFIA Loan Balance (as well as on any past due interest) from time to time on the basis of a 365-day or 366-day year, as appropriate, for the actual number of days elapsed and will be compounded semi-annually; provided, however, that, in the event of a Payment Default, the Borrower shall pay interest on any overdue amount, from its due date to the date of actual payment, at the Default Rate. Upon the occurrence of an Event of Default described in Section 20(a)(iii) or Section 20(a)(xii), the interest rate on the Outstanding TIFIA Loan Balance shall be the Default Rate and shall continue to bear interest at such rate until, with respect to (a) an Event of Default described in Section 20(a)(iii), such Development Default has been cured, or (b) an Event of Default described in Section 20(a)(xii), the TIFIA Loan has been paid in full.

SECTION 7. Outstanding TIFIA Loan Balance and Revisions to Exhibit G and the Loan Amortization Schedule. The Outstanding TIFIA Loan Balance will be (a) increased on each occasion on which the TIFIA Lender disburses loan proceeds hereunder, by the amount of such disbursement of loan proceeds, (b) increased on each occasion on which interest on the TIFIA Loan is capitalized pursuant to the provisions of Section 9(b), by the amount of interest so capitalized, (c) increased on each occasion on which the interest portion of any TIFIA Debt Service is not paid by the Borrower on the applicable Semi-Annual Payment Date, by the amount of such unpaid interest, which shall be capitalized, and (d) decreased upon each payment or prepayment of the principal amount of the TIFIA Loan, by the amount of principal so paid. The TIFIA Lender may in its discretion at any time and from time to time, or when so requested by the Borrower, advise the Borrower by written notice of the amount of the Outstanding TIFIA Loan Balance as of the date of such notice, and its determination of such amount in any such notice shall be deemed conclusive absent manifest error. Upon any determination of the Outstanding TIFIA Loan Balance (including as of the Debt Service Payment Commencement Date and as of the date of any prepayment of the TIFIA Loan), the TIFIA Lender may, but shall not be obligated to, make applicable revisions to **Exhibit G** pursuant to Section 9(h) and in such event shall provide the Borrower with a copy of such **Exhibit G** as revised, but no failure to provide or delay in providing the Borrower with such copy shall affect any of the obligations of

the Borrower under this Agreement or the other TIFIA Loan Documents. The Loan Amortization Schedule in **Exhibit G**, as of the Effective Date, has been determined based on the Anticipated TIFIA Loan Disbursement Schedule in effect on the Effective Date.

SECTION 8. Security and Priority; Flow of Funds.

(a) As security for the TIFIA Loan, the Borrower shall pledge, assign and grant, or shall cause to be pledged, assigned and granted, to the Trustee for the benefit of the TIFIA Lender, Liens on the System Pledged Revenues in accordance with the provisions of the Junior Resolution Documents. The TIFIA Loan shall be secured by the Liens on the System Pledged Revenues, which Liens shall be: (i) junior, inferior and subordinate in all respects only (except as otherwise required by law) to the Liens on the System Pledged Revenues of the Senior Lien Bonds and Hedging Obligations under the Senior Resolution (other than Hedging Termination Obligations in connection with Senior Lien Bonds); (ii) on parity with (A) the other Junior Lien Bonds and Hedging Obligations under the Junior Resolution (other than Hedging Termination Obligations in connection with Junior Lien Bonds), and (B) Hedging Termination Obligations pursuant to Hedging Agreements entered into in connection with Senior Lien Bonds, and (iii) senior to the Liens on the System Pledged Revenues of (A) the Subordinate Bonds and Hedging Obligations under the Subordinate Resolution and (B) Hedging Termination Obligations pursuant to Hedging Agreements entered into in connection with Junior Lien Bonds.

(b) Except (i) for Permitted Liens; or (ii) to the extent otherwise provided in paragraph (a) of this Section 8, the System Pledged Revenues will be free and clear of any pledge, Lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge of the Borrower created under the Junior Resolution Documents, and all corporate action on the part of the Borrower with respect to granting such Liens has been duly and validly taken.

(c) The Borrower shall not use System Pledged Revenues to make any payments or satisfy any obligations other than in accordance with the provisions of this Section 8 and the Senior Resolution, the Junior Resolution or the Subordinate Resolution, as applicable, and shall not apply any portion of the System Pledged Revenues in contravention of this Agreement, the Senior Resolution, the Junior Resolution or the Subordinate Resolution.

(d) All Gross Revenues shall be deposited in the System General Revenue Fund and applied in the order of priority set forth in **Exhibit N-1**, and in accordance with the requirements specified in Section 4.7 of the Senior Resolution. Amounts deposited pursuant to paragraph E of **Exhibit N-1** shall be applied in the order of priority set forth in **Exhibit N-2** and in accordance with the requirements specified in Section 4.7 of the Junior Resolution.

SECTION 9. Payment of Principal and Interest.

(a) Payment Dates. The Borrower agrees to pay the principal of and interest on the TIFIA Loan by making payments in accordance with the provisions of this Agreement and the First Supplemental Junior Lien Authorizing Resolution on each Semi-Annual Payment Date and on each other date (including the Final Maturity Date and, to the extent applicable, any date on

which payment thereof is due by reason of the acceleration of the maturity of the TIFIA Loan) on which payment thereof is required to be made hereunder. Any payment of the TIFIA Bond shall be treated as a payment of the TIFIA Loan and any prepayment of the TIFIA Loan shall be treated as redemption of the TIFIA Bond.

(b) Capitalized Interest Period. No payment of the principal of or interest on the TIFIA Loan is required to be made during the Capitalized Interest Period. On each January 1 and July 1 occurring during the Capitalized Interest Period, interest accrued on the TIFIA Loan in the six-month (6-month) period ending immediately prior to such date shall be capitalized and added to the Outstanding TIFIA Loan Balance. Within thirty (30) days after the end of the Capitalized Interest Period, the TIFIA Lender shall give written notice to the Borrower stating the Outstanding TIFIA Loan Balance as of the close of business on the last day of the Capitalized Interest Period, which statement thereof shall be deemed conclusive absent manifest error; provided, however, that no failure to give or delay in giving such notice shall affect any of the obligations of the Borrower hereunder or under any of the other TIFIA Loan Documents.

(c) Payment of TIFIA Debt Service.

(i) On each Semi-Annual Payment Date occurring on or after the Debt Service Payment Commencement Date and prior to the Level Payment Commencement Date, the Borrower shall pay TIFIA Debt Service in the amounts set forth in respect of such Semi-Annual Payment Date on **Exhibit G**, which payments shall be made in accordance with Section 9(f); and

(ii) On each Semi-Annual Payment Date commencing on the Level Payment Commencement Date, the Borrower shall pay TIFIA Debt Service in the amount of one hundred percent (100%) of the Fixed Level Payment, which payments shall be made in accordance with Section 9(f).

(d) Fixed Level Payments. On each Semi-Annual Payment Date occurring during the Level Payment Period, the Borrower shall make payments of principal and interest (each a "**Fixed Level Payment**"), which payments shall be approximately equal in amount on an annual basis. The amount of the Fixed Level Payment shall be calculated as of the Level Payment Commencement Date in such manner that the Outstanding TIFIA Loan Balance as of such date shall be reduced to $0 on the Final Maturity Date (assuming that interest accrues during such period on the principal balance of such TIFIA Loan at the rate per annum set forth in Section 6 in the absence of an Event of Default, that all Fixed Level Payments are made in a timely manner during such period, and that no additional payments of principal of or interest on the TIFIA Loan are made during such period). Within thirty (30) days prior to the beginning of the Level Payment Period, the TIFIA Lender shall give written notice to the Borrower of the amount of the related Fixed Level Payment, which amount shall be deemed conclusive absent manifest error, but no failure to provide or delay in providing the Borrower with such notice shall affect any of the obligations of the Borrower under this Agreement or the other TIFIA Loan Documents. To the extent that any prepayments of the TIFIA Loan shall be made during the Level Payment Period in addition to the Fixed Level Payments, such prepayments shall be applied to the

remaining Outstanding TIFIA Loan Balance and the resulting Fixed Level Payments shall be recalculated as provided in Section 10(c) and reflected in a revised **Exhibit G**.

(e) Accrual of Amounts on Interim Payment Dates.

(i) If any Senior Lien Bonds, Junior Lien Bonds or Subordinate Bonds require the payment of principal or interest on any Interim Payment Date after the Debt Service Payment Commencement Date, the Borrower shall promptly notify the Servicer and the TIFIA Lender thereof in writing, identifying the period covered by such Interim Payment Period and the Interim Payment Date.

(ii) On any such Interim Payment Date during the period on and after the Debt Service Payment Commencement Date, the Borrower shall transfer or otherwise deposit, or cause to be transferred or otherwise deposited, into the TIFIA Debt Service Account an amount equal to the amount of TIFIA Debt Service due and payable on the next succeeding Semi-Annual Payment Date (as shown on **Exhibit G**, as the same may be revised as provided in Section 7) multiplied by a fraction, the numerator of which is equal to the number of months contained in the Interim Payment Period ending on such Interim Payment Date and the denominator of which is equal to six (6).

(iii) In the event that an Interim Payment Date is other than the first Business Day of a calendar month, the method for calculating any amount required to be transferred or deposited into the TIFIA Debt Service Account pursuant to this Section 9(e) shall be determined at such time by the parties hereto.

(f) Manner of Payment. Payments under this Agreement and the TIFIA Bond shall be made by wire transfer, on or before each Semi-Annual Payment Date, in immediately available funds in accordance with payment instructions provided by the TIFIA Lender's Authorized Representative pursuant to Section 37, as modified in writing from time to time by the TIFIA Lender's Authorized Representative. The Borrower may make any such payment or portion thereof (or direct the Trustee to make such payment) with funds then on deposit in the TIFIA Debt Service Account.

(g) Final Maturity Date. Notwithstanding anything herein to the contrary, the Outstanding TIFIA Loan Balance and any accrued interest thereon shall be due and payable in full on the Final Maturity Date (or, to the extent applicable, on any earlier date on which the maturity of the TIFIA Loan shall be accelerated pursuant to the provisions of Section 20).

(h) TIFIA Bond; Adjustments to Loan Amortization Schedule. As evidence of the Borrower's obligation to repay the TIFIA Loan, the Borrower shall issue and deliver to the TIFIA Lender, on or prior to the Effective Date, the TIFIA Bond substantially in the form of **Exhibit A**, having a maximum principal amount (excluding capitalized interest) of $[193,695,000] (subject to increase or decrease as herein provided) and bearing interest at the rate set forth in Section 6. The TIFIA Lender is hereby authorized to modify the Loan Amortization Schedule included in **Exhibit G** from time to time in accordance with Section 7 to reflect (i) the amount of each disbursement made under this Agreement, (ii) the date and amount

of any principal or interest due and payable or to become due and payable by the Borrower under this Agreement, (iii) each repayment or prepayment in respect of the principal amount of the TIFIA Loan, and (iv) such other information as the TIFIA Lender may determine is necessary for administering the TIFIA Loan and this Agreement. Absent manifest error, the TIFIA Lender's determination of such matters as set forth on **Exhibit G** shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other TIFIA Loan Document.

(i) No Defeasance. Anything to the contrary in any Junior Resolution Document notwithstanding, the TIFIA Loan (as represented by the TIFIA Bond) shall not be subject to defeasance and no amounts in respect of the TIFIA Loan shall be considered or deemed to have been paid until the TIFIA Lender shall have received irrevocable payment in immediately available funds in accordance with the requirements for payment set forth in this Agreement.

SECTION 10. Prepayment.

(a) Mandatory. The Borrower shall prepay the TIFIA Loan in whole or in part, without penalty or premium, from any Net Loss Proceeds deposited in the System General Revenue Fund and available for prepayment of the TIFIA Loan after application in accordance with Section 5.8 of the Senior Resolution and in accordance with Section 5.7 of the Junior Resolution. Any Net Loss Proceeds available for prepayment of the TIFIA Loan shall be deposited in the Junior Lien Bond Redemption Subaccount in the Junior Lien Sinking Fund for application in accordance with this Section 10(a).

Each prepayment pursuant to this Section 10(a) shall be accompanied by a Certificate identifying the provision of this Agreement pursuant to which such prepayment is being made and containing a calculation in reasonable detail of the amount of such prepayment.

(b) Optional. The Borrower may prepay the TIFIA Loan in whole or in part (and, if in part, the amounts thereof to be prepaid shall be determined by the Borrower; provided, however, that such prepayments shall be in principal amounts of at least $1,000,000, or any integral multiple of $1.00 in excess thereof), at any time or from time to time, without penalty or premium, by paying to the TIFIA Lender such principal amount of the TIFIA Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment of the TIFIA Loan shall be made on such date and in such principal amount as shall be specified by the Borrower in a written notice delivered to the TIFIA Lender. In the case of any prepayment, such written notice shall be delivered to the TIFIA Lender not less than ten (10) days or more than thirty (30) days prior to the date set for prepayment.

(c) General. Notice having been given as provided in Section 10(b), the principal amount of the TIFIA Loan stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being prepaid, together with a sum sufficient to pay all fees, costs and expenses in connection with such prepayment and,

in the case of prepayment in whole, to pay all other amounts payable under this Agreement. The amount of principal and interest due and payable as a result of a mandatory or optional prepayment shall be paid (i) in case the entire unpaid balance of the principal of the TIFIA Bond is to be prepaid, on or prior to presentation and surrender of such TIFIA Bond evidencing the obligation to repay such TIFIA Loan to the Borrower or its representative at the principal office of the TIFIA Lender, and (ii) in case only part of the unpaid balance of principal of such TIFIA Bond is to be prepaid, the TIFIA Lender may make a notation on **Exhibit G** indicating the amount of principal of and interest on such TIFIA Bond then being prepaid. All such partial prepayments of principal shall be applied to reduce future payments due on the TIFIA Loan on a pro rata basis across all remaining scheduled principal payments such that they remain fixed and level from the date of prepayment to Final Maturity, or as otherwise agreed to by the TIFIA Lender, in its sole discretion. If said monies shall not have been so paid on the prepayment date, such principal amount of such TIFIA Bond shall continue to bear interest until payment thereof at the rate provided for in Section 6.

SECTION 11. [Reserved].

SECTION 12. Compliance with Laws. The Borrower shall, and shall require its contractors and subcontractors to, abide by all applicable federal and state laws. The list of federal laws attached as **Exhibit E** is illustrative of the type of requirements generally applicable to transportation projects and is not intended to be exhaustive. The FHWA Division Office has oversight responsibility for ensuring compliance with all applicable provisions of federal law. Pursuant to the FHWA Oversight/Compliance Agreement, the FHWA Division Office will be responsible for certain Project oversight activities. The Borrower agrees to cooperate with the FHWA Division Office in carrying out its duties under the FHWA Oversight / Compliance Agreement. The Borrower agrees that there will be no irreversible or irretrievable commitment of resources, including physical construction, before all State and/or federal environmental permits required for commencement of construction of the relevant portion of the Project are finalized and approved by the appropriate resource agencies. In the event that an environmental permit that has not been obtained is required after construction has begun, the Borrower shall take immediate steps to acquire that permit. If the Borrower begins construction before all required permits have been obtained, the Borrower shall assume the risk of any loss associated therewith.

SECTION 13. Conditions Precedent.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective and the TIFIA Lender shall have no obligation to make the initial disbursement of loan proceeds to the Borrower until each of the following conditions precedent shall have been satisfied or waived in writing by the TIFIA Lender:

(i) the Borrower shall have duly executed and delivered to the TIFIA Lender this Agreement and the TIFIA Bond, each in form and substance satisfactory to the TIFIA Lender;

(ii) the Borrower shall have delivered to the TIFIA Lender certified, complete, and fully executed copies of the Junior Resolution, the Senior Resolution, the Supplemental Resolutions, the Subordinate Resolution and any supplements thereto and the SIB Loan Agreement, together with any amendments, waivers or modifications thereto, in each case that have been entered into on or prior to the Effective Date, and each such document shall be in full force and effect and in form and substance satisfactory to the TIFIA Lender, and all conditions contained in such documents to the closing of the transactions contemplated thereby shall have been fulfilled or effectively waived; (provided, that, for purposes of this Section 13(a)(ii), any such waiver shall be subject to the TIFIA Lender's consent in its sole discretion);

(iii) counsel to the Borrower shall have rendered to the TIFIA Lender legal opinions satisfactory to the TIFIA Lender in its sole discretion that include those opinions set forth on **Exhibit H**;

(iv) the Borrower shall have delivered to the TIFIA Lender a duly executed certificate from the Trustee in the form attached hereto as **Exhibit I**;

(v) the Borrower shall have provided a Certificate as to the absence of debarment, suspension or voluntary exclusion from participation in Government contracts, procurement and non-procurement matters substantially in the form attached hereto as **Exhibit C** with respect to the Borrower and its principals (as defined in 2 C.F.R. § 180.995);

(vi) the Borrower shall have provided to the TIFIA Lender evidence satisfactory to the TIFIA Lender that the Project has satisfied the applicable planning and programmatic requirements of 23 U.S.C. §§ 134 and 135;

(vii) the Borrower shall have provided evidence to the TIFIA Lender's satisfaction, no more than thirty (30), but no less than fourteen (14), days prior to the Effective Date, of the assignment by at least two (2) Nationally Recognized Rating Agencies of a public rating of "A-" or better to the Senior Lien Bonds and a public rating of "A-" or better on the TIFIA Loan;

(viii) the Borrower shall have provided evidence to the TIFIA Lender's satisfaction that it has met the conditions set forth in Section 603(b)(6)(B) of the Act, including that, as of the Effective Date, (A) the Borrower is a public agency that is financing ongoing capital programs and has Outstanding Senior Lien Bonds under the Senior Resolution, (B) the TIFIA Loan is rated in the "A" Rating Category or higher by a Nationally Recognized Rating Agency, and (C) the TIFIA Loan is secured and payable from System Pledged Revenues, which are revenues not affected by Project performance;

(ix) the Borrower shall have delivered to the TIFIA Lender a Certificate in the form attached hereto as **Exhibit J** as to the satisfaction of certain conditions precedent set forth in this Section 13(a) as required by the TIFIA Lender, designating the Borrower's Authorized Representative, and confirming such person's position and incumbency;

(x) the Borrower shall have demonstrated to the TIFIA Lender's satisfaction the aggregate of all sources of funds forecasted to be available to pay Total Project Costs, as shown in the Base Case Financial Model and Project Budget, and that such funds shall be sufficient to pay Total Project Costs and to achieve Substantial Completion;

(xi) the Borrower shall have delivered to the TIFIA Lender an original fully executed counterpart (or a certified copy) of the Traffic and Revenue Study in form and substance acceptable to the TIFIA Lender;

(xii) the Borrower shall have provided to the TIFIA Lender certified, complete, and fully executed copies of each Principal Project Contract and each Other Project Contract, together with any amendments, waivers or modifications thereto, in each case that has been entered into on or prior to the Effective Date and each such agreement shall be in full force and effect and in form and substance satisfactory to the TIFIA Lender;

(xiii) solely with respect to the effectiveness of this Agreement, the Borrower shall have provided the TIFIA Lender with evidence satisfactory to the TIFIA Lender that, as of the Effective Date (A) the maximum principal amount of the TIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed thirty-three percent (33%) of reasonably anticipated Eligible Project Costs and (B) as required pursuant to Section 603(b)(9) of the Act, the total federal assistance provided to the Project, including the maximum principal amount of the TIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof), does not exceed eighty percent (80%) of Eligible Project Costs;

(xiv) the Borrower shall have demonstrated to the TIFIA Lender's satisfaction that it has all permits and Governmental Approvals necessary to commence construction of the Project;

(xv) the Borrower shall have delivered to the TIFIA Lender a certified Base Case Financial Model acceptable to the TIFIA Lender on or prior to the Effective Date demonstrating that the projected System Pledged Revenues shall be sufficient to meet the Loan Amortization Schedule and satisfy the Rate Coverage Test contained in Section 16(l);

(xvi) the Borrower shall have paid all invoices delivered by the TIFIA Lender to the Borrower prior to the Effective Date for the reasonable fees and expenses of the TIFIA Lender's counsel and financial advisors and any auditors or other consultants employed by the TIFIA Lender for the purposes hereof;

(xvii) the Borrower shall have provided evidence of compliance with NEPA;

(xviii) the TIFIA Lender shall have delivered its initial TIFIA Lender's Authorized Representative certificate;

(xix) the Borrower shall have delivered such other agreements, documents, instruments, opinions and other items required by the TIFIA Lender, all in form and substance

satisfactory to the TIFIA Lender, including evidence that all other Project funding requirements have been met;

(xx) the Borrower shall have obtained a Data Universal Number System number, a number from the Federal System for Award Management (formerly the federal Central Contractor Registry), and a Federal Employer Identification Number;

(xxi) the Borrower shall have delivered to the TIFIA Lender (A) certificates of insurance evidencing that the Borrower has obtained insurance with respect to the System with responsible insurers, as described in Section 16(f), against liability and against loss and damage of the kinds outlined in Section 5.7 of the Senior Resolution and that each liability and loss and damage policy of the Borrower (other than workers' compensation insurance) reflects the TIFIA Lender as an additional insured, and (B) at the TIFIA Lender's request, copies of any such insurance policies;

(xxii) the Borrower shall have provided to the TIFIA Lender evidence that the Borrower is duly organized and validly existing under the Expressway Act, with full power, authority and legal right to own its properties and carry on its business as now conducted, including a copy of the Expressway Act, as in effect on the Effective Date, and a copy of all resolutions authorizing the Borrower to execute and deliver, and to perform its obligations under, the TIFIA Loan Documents;

(xxiii) the Borrower shall have provided the TIFIA Lender records of the Eligible Project Costs incurred prior to the Effective Date, in form and substance satisfactory to the TIFIA Lender and in sufficient time prior to the Effective Date to permit the TIFIA Lender and the FHWA Division Office to audit such costs;

(xxiv) the Borrower shall have provided evidence to the TIFIA Lender's satisfaction that the performance security instruments to be delivered or received by the Borrower under any Principal Project Contract as of the Effective Date have been obtained and delivered and that each such instrument is in full force and effect; and

(xxv) the representations and warranties of the Borrower set forth in this Agreement (including Section 14) and in each other Related Document shall be true and correct, as of the Effective Date and as of the initial disbursement of the TIFIA Loan, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(b) Notwithstanding anything in this Agreement to the contrary, the TIFIA Lender shall have no obligation to make any disbursement of loan proceeds to the Borrower (including the initial disbursement hereunder) until each of the following conditions precedent has been satisfied or waived in writing by the TIFIA Lender:

(i) [Reserved];

(ii) the Borrower shall have provided the Financial Plan, or the most recent update thereto, in each case in accordance with Section 22(a), which Financial Plan (or update

thereto) (A) reflects that amortization of the principal amount of any Senior Lien Bonds or Junior Lien Bonds issued to finance a portion of the Total Project Costs, other than the Project Bond Anticipation Notes, shall not commence until after the end of the Capitalized Interest Period and on or after the Debt Service Payment Commencement Date and (B) sets forth the detailed uses by source for the Project in accordance with the Project Budget;

(iii) to the extent not previously delivered to the TIFIA Lender, the Borrower shall have delivered to the TIFIA Lender certified, complete and fully executed copies of any Supplemental Resolution adopted by the Borrower pursuant to the Senior Resolution, Junior Resolution Documents, and the Subordinate Resolution entered into after the Effective Date;

(iv) the Borrower shall have provided (A) a Certificate certifying to the TIFIA Lender that the Borrower has acquired or controls all Project rights-of-way required to complete the Project, (B) to the extent not previously delivered to the TIFIA Lender, certified, complete and fully executed copies of all available agreements related to the acquisition or control of any Project right-of-way, and (C) all Principal Project Contracts and all Additional Project Contracts (including, in each case, any amendment, modification or supplement thereto) entered into after the Effective Date;

(v) the Borrower shall have demonstrated to the TIFIA Lender's satisfaction that it has all permits and Governmental Approvals necessary as of the time of the applicable disbursement for the operation and maintenance of the Project;

(vi) each of the insurance policies obtained by the Borrower in satisfaction of the conditions in Section 13(a)(xxi) is in full force and effect, and no notice of termination thereof has been issued by the applicable insurance provider;

(vii) at the time of, and immediately after giving effect to, any disbursement of TIFIA Loan proceeds then currently requested, no Event of Default or event of default under any other Related Document and no event which with the giving of notice or the passage of time or both would constitute an Event of Default or event of default under any Related Document, in each case, shall have occurred and be continuing;

(viii) to the extent necessary to make the corresponding representations and warranties true, accurate and complete as of the date of any disbursement of loan proceeds hereunder, the Borrower shall have delivered an updated version of Schedule 14(v), in form and substance satisfactory to the TIFIA Lender in its sole discretion;

(ix) the representations and warranties of the Borrower set forth in this Agreement (including Section 14) and in each other Related Document shall be true and correct in all material respects (except to the extent any representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of each date on which any disbursement of the TIFIA Loan is made, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (except to the extent any such representation and warranty itself is qualified by "materiality,"

"Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of such earlier date);

(x) no Material Adverse Effect, or any event or condition that could reasonably be expected to result in a Material Adverse Effect, shall have occurred since the date the Borrower submitted the Application to the TIFIA Lender;

(xi) the Borrower shall have delivered to the TIFIA Lender a Requisition that complies with the provisions of Section 4, and the TIFIA Lender shall have approved (or deemed to have approved in accordance with Section 4(b)) such Requisition;

(xii) the Borrower shall have delivered such other agreements, documents, certificates, instruments, opinions and other items required by the TIFIA Lender, all in form and substance satisfactory to the TIFIA Lender;

(xiii) [Reserved];

(xiv) the Borrower shall have paid in full all invoices received from the TIFIA Lender as of the date of disbursement of the TIFIA Loan, for the reasonable fees and expenses of the TIFIA Lender's counsel and financial advisors and any auditors or other consultants employed by the TIFIA Lender for the purposes hereof;

(xv) the Borrower shall have provided evidence of the funding of the TIFIA Debt Service Reserve Account in the amount of the TIFIA Debt Service Reserve Required Balance;

(xvi) the Borrower shall provide copies of the resolutions and amendments to the Funding Agreement evidencing the reclassification of the Series 2012A Bond as a Bond issued pursuant to the Junior Resolution and entitled to the Lien priority of a Junior Lien Bond (the "**2012A Junior Lien Bond**").;

(xvii) the Borrower shall have issued the Project Bond Anticipation Notes and shall have delivered complete copies of the principal offering documentation and certified, complete and fully executed copies of any Supplemental Authorizing Resolution related to such Bond offering;

(xviii) the Project has achieved Substantial Completion;

(xix) the Borrower shall have (A) paid in full all outstanding principal and accrued interest on the SIB Loan and delivered a Certificate to the TIFIA Lender as to the satisfaction of the same and the discharge of the related Lien on System Pledged Revenues, or (B) gross funded in an irrevocable escrow in an amount sufficient to pay all scheduled principal and interest due on the SIB Loan through its maturity date and delivered evidence of same in the form of a letter from the escrow agent to the TIFIA Lender acknowledging receipt of such amounts in escrow and a certified copy of the escrow agreement and a defeasance opinion from bond counsel to the Borrower to the effect that the SIB Loan is no longer outstanding and no longer has the benefit of a pledge of or Lien on System Pledged Revenues; and

(xx) the Borrower shall have provided evidence to the TIFIA Lender's satisfaction that the performance security instruments to be delivered or received by the Borrower under any Principal Project Contract in effect at the time of the initial disbursement of the TIFIA Loan have been obtained and delivered and that each such instrument is in full force and effect;

SECTION 14. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that, as of the Effective Date and, as to each of the representations and warranties below other than those contained in clauses (b) and (l) of this Section, as of each date on which any disbursement of the TIFIA Loan is requested or made:

(a) Organization; Power and Authority. The Borrower is a body politic and corporate and an agency of the State, duly organized, validly existing and in good standing under the laws of the State, has full legal right, power and authority to enter into the Related Documents then in existence, to execute and deliver the TIFIA Bond, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of the Related Documents.

(b) Officers' Authorization. As of the Effective Date, the officers of the Borrower executing the Related Documents to which the Borrower is a party are duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the TIFIA Loan Documents has been duly authorized, executed and delivered by the Borrower and constitutes the legal, valid and binding agreement of the Borrower enforceable in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of the Related Documents to which the Borrower is a party, the consummation of the transactions contemplated in the Related Documents and the fulfillment of or compliance with the terms and conditions of the Related Documents will not conflict in any material respect with, or constitute a violation, breach or default (with due notice or the passage of time or both) by the Borrower of or under, any applicable law, including the Expressway Act, or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(e) Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of the Borrower or any other Person, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with (i) the execution and delivery by the Borrower of the Related Documents,

except as have been obtained or made and as are in full force and effect, or (ii) the consummation of any transaction contemplated by the Related Documents or the fulfillment of or compliance by the Borrower with the terms and conditions of the Related Documents, except as have been obtained or made and as are in full force and effect or as are ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

(f) Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending, or to the knowledge of the Borrower after reasonable inquiry and investigation, threatened against or affecting the System or any of the Segments constituting a portion of the Project, the Borrower or the assets, properties or operations of the Borrower, that in any case could reasonably be expected to result in a Material Adverse Effect. To the Borrower's knowledge, there are no actions of the type described above pending or, threatened against or affecting any of the Principal Project Parties, except for matters arising after the Effective Date that could not reasonably be expected to result in a Material Adverse Effect. The Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any Governmental Approval, which default could reasonably be expected to result in a Material Adverse Effect.

(g) Security Interests. The Junior Resolution establishes, in favor of the Trustee for the benefit of the TIFIA Lender, the valid and binding pledge of and Liens on the System Pledged Revenues which they purport to create; such Liens are in full force and effect and are not subordinate or junior to any other Liens in respect of the System Pledged Revenues except pursuant to the Senior Resolution and the Borrower is not in breach of any covenants set forth in Section 16(a), the Senior Resolution, the Junior Resolution Documents, the Subordinate Resolution, the SIB Loan Agreement or the Lease Purchase Agreement with respect thereto. As of the date hereof, (i) no documents or instruments are required or necessary to be recorded or filed for record in any place to establish the Trustee's Lien in and to the System Pledged Revenues (for the benefit of the Secured Parties) to the extent contemplated by the Junior Resolution Documents, and (ii) all taxes and filing fees, if any, that are due and payable in connection with the execution, delivery or recordation of any Junior Resolution Documents in effect as of the date hereof have been paid.

(h) No Debarment. Neither the Borrower nor any of its principals (as defined in 2 C.F.R. § 180.995) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters or delinquent on a Government debt as more fully set forth in the Certificate delivered in substantially the form of **Exhibit C**.

(i) Accuracy of Representations and Warranties. The representations, warranties and certifications of the Borrower set forth in the Related Documents are true and accurate, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(j) Compliance with NEPA. The Borrower has complied, with respect to the Project, with all applicable requirements of NEPA.

(k) Transportation Improvement Program. The Project has been included in the MetroPlan Orlando's 2030 Long Range Transportation Plan and in the State transportation plan, and in the approved State transportation improvement program, in each case to the extent required by 23 U.S.C. § 602(a)(3).

(l) Credit Ratings. The obligations of the Borrower under the Senior Resolution and the Junior Resolution, including the obligations of the Borrower under this Agreement, have received a public Investment Grade Rating in at least the "A" Rating Category from at least two (2) Nationally Recognized Rating Agencies, and written evidence of such public ratings has been provided to the TIFIA Lender prior to the Effective Date, and no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(m) No Defaults. The Borrower is not in default under the terms of any Related Document, and no event has occurred or condition exists which, with due notice or lapse of time or both, would constitute an Event of Default.

(n) Permits. All authorizations, consents, approvals, licenses, permits and reviews required as of the Effective Date and any subsequent date on which this representation is made (or deemed made) for the undertaking and completion by the Borrower of the Project and for the operation and management of the System have been obtained or effected and are in full force and effect and there is no basis for the revocation of any such authorization, consent, commitments or approval.

(o) Principal Project Contracts and Other Project Contracts. Each Principal Project Contract and each Other Project Contract is in full force and effect and all conditions precedent to the obligations of the respective parties under each Principal Project Contract and each Other Project Contract have been satisfied. The Borrower has delivered to the TIFIA Lender a fully executed and complete copy of each such Principal Project Contract, each Other Project Contract and each Additional Project Contract (including in each case all exhibits, schedules and other attachments) that is in effect, including any amendments or modifications thereto and any related credit support instruments or side letters. No event has occurred that gives the Borrower or, to the Borrower's knowledge, any Principal Project Party, the right to terminate any such Principal Project Contract. No event has occurred that gives the Borrower or, to the Borrower's knowledge, any counterparty to an Other Project Contract, the right to terminate any such Other Project Contract. The Borrower is not in breach of any material term in or in default under any of such agreements or contracts, and to the knowledge of the Borrower no party to any of such agreements or contracts is in breach of any material term therein or in default thereunder.

(p) Information. The information furnished by the Borrower to the TIFIA Lender, when taken as a whole, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading as of the date made or furnished; provided, that no representation or warranty is made with regard to projections or other forward-looking statements provided by or on behalf of the Borrower (including the Base Case Financial Model, any Revised Financial Model and the assumptions therein) except that the assumptions in the Base Case Financial Model and any Revised Financial Model were reasonable in all material respects when made.

(q) OFAC. None of the Borrower, nor, to the knowledge of the Borrower, any Principal Project Party (i) is in violation of (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder, (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State, or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal, or (ii) is a Person (A) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws, (B) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws, (C) that is named on the list of "**Special Designated Nationals or Blocked Persons**" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list), (D) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents under any other applicable law, (E) that is owned, controlled by, or affiliated with any Person identified in subclause (A), (B), (C) or (D) of this subclause (ii), or (F) that is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions, laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business.

(r) [Reserved].

(s) Compliance with Law. The Borrower is in compliance in all material respects with, and has conducted (or caused to be conducted) its business and operations and the business and operations of the System in compliance in all material respects with, all applicable laws (other than Environmental Laws, which are addressed in subparagraph (t) of this Section 14). To the Borrower's knowledge, each Principal Project Party is, and has caused its respective contractors and subcontractors to be, in compliance in all material respects with all applicable laws, including those set forth on **Exhibit E.** No notices of violation of any applicable law have been issued, entered or received by the Borrower or, to the Borrower's knowledge and solely in respect of the System or any Principal Project Contract, any Principal Project Party, that in each case could reasonably be expected to result in a Material Adverse Effect.

(t) Environmental Matters. Except as set forth in **Schedule 14(t)**, the Borrower and, to the Borrower's knowledge, each other Principal Project Party is in compliance with all applicable laws relating to (i) air emissions, (ii) discharges to surface water or ground water, (iii) noise emissions, (iv) solid or liquid waste disposal, (v) the use, generation, storage, transportation or disposal of toxic or hazardous substances or wastes, (vi) biological resources (such as threatened and endangered species) or (vii) other environmental, health or safety matters (collectively, "**Environmental Laws**"), in each case to the extent related to the Project or the System. All Governmental Approvals for the Project and the System relating to Environmental Laws have been, or, when required, will be, obtained and are (or, as applicable, will be) in full force and effect. The Borrower has not received any communication or notice (written or oral),

whether from a Governmental Authority, employee, citizens group, or any other Person, that alleges that the Borrower is not in full compliance with all Environmental Laws and Governmental Approvals relating thereto in connection with the Project and the System and, to the Borrower's knowledge, there are no circumstances that may prevent or interfere with full compliance in the future. **Schedule 14(t)** lists all Governmental Approvals relating to Environmental Laws for the Project and the System. The Borrower has provided to the TIFIA Lender all assessments, reports, data, results of investigations or audits, and other information in the possession of or reasonably available to the Borrower regarding environmental matters pertaining to the Project and the System.

(u) Sufficient Rights and Utilities. On or before sending out any notice to proceed with respect to construction on any Segment of the Project, the Borrower will possess either valid legal and beneficial title to, leasehold title in, or other valid legal rights with respect to the real property relating to such Segment, in each case as is necessary and sufficient for the construction, operation, maintenance and repair of the Project. The Principal Project Contracts and the Governmental Approvals listed in **Schedule 14(u)** create rights in the Borrower sufficient to enable the Borrower to own, construct, operate, maintain and repair the Project and to perform its obligations under the Principal Project Contracts to which it is a party. All utility services, means of transportation, facilities and other materials necessary for the construction and operation of the Project (including, as necessary, gas, electrical, water and sewage services and facilities) are, or will be when needed, available to the Project and arrangements in respect thereof have been made on commercially reasonable terms.

(v) Insurance. **Schedule 14(v)** lists all insurance policies of any nature maintained by the Borrower with respect to the Project and the System as of the Effective Date, as well as a summary of the terms of each such policy. The Borrower is in compliance with all insurance obligations required under each Principal Project Contract. The Borrower shall update **Schedule 14(v)** at the time of each disbursement of the TIFIA Loan to include any additional policies related to Project through the Substantial Completion Date.

(w) Title. The Borrower has valid legal and beneficial title to, or a valid leasehold interest in, the Gross Revenues, personal property and other assets held by the Borrower (including the System Pledged Revenues, funds and accounts on which it purports to grant Liens pursuant to the Senior Resolution, the Junior Resolution Documents or the Subordinate Resolution), in each case free and clear of any Lien of any kind, except for Permitted Liens.

(x) No Liens. Except for Permitted Liens, the Borrower has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien on the System Pledged Revenues or upon the System or any of its revenues, properties or assets in relation to the System.

(y) Intellectual Property. Except as set forth in **Schedule 14(y)**, the Borrower owns, or has adequate licenses or other valid rights to use, all material patents, trademarks, service marks, trade names, copyrights, franchises, formulas, licenses and other rights with respect thereto, and has obtained assignment of all licenses and other rights of whatsoever nature necessary for the Project and the System and the operation of its business as currently

contemplated without, to the Borrower's knowledge, any conflict with the rights of others. Excluding the use of commercially available "off-the-shelf" software, to the Borrower's knowledge, no product, process, method, substance, part or other material produced or employed or presently contemplated to be produced by or employed by the Project or the System infringes or will infringe any patent, trademark, service mark, trade name, copyright, franchise, formula, license or other intellectual property right of any third party.

(z) Investment Company Act. The Borrower is not, and after applying the proceeds of the TIFIA Loan will not be, required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and is not "controlled" by a company required to register as an "investment company" under the Investment Company Act of 1940, as amended.

(aa) Financial Statements. Each income statement, balance sheet and statement of operations and cash flow (collectively, "**Financial Statements**") delivered to the TIFIA Lender pursuant to Section 22(d) has been prepared in accordance with GAAP and presents fairly, in all material respects, the financial condition of the Borrower as of the respective dates of the balance sheets included therein and the results of operations of the Borrower for the respective periods covered by the statements of income included therein. Except as reflected in such Financial Statements, there are no liabilities or obligations of the Borrower of any nature whatsoever for the period to which such Financial Statements relate that are required to be disclosed in accordance with GAAP.

(bb) Taxes. The Borrower has filed all tax returns required by applicable laws to be filed by it, and, to the extent applicable, has paid (i) all income taxes payable by it that have become due pursuant to such tax returns, and (ii) all other material taxes and assessments payable by it that have become due (other than those taxes that it is contesting in good faith and by appropriate proceedings, for which adequate reserves have been established to the extent required by GAAP).

(cc) ERISA. The Borrower is not subject to ERISA. The Borrower has no funding deficiency with respect to any employee benefit plan which could reasonably be expected to materially and adversely affect the ability of the Borrower to perform its obligations hereunder or under any other TIFIA Loan Documents to which it is a party, and the Borrower is otherwise in compliance with terms of any such plan in which the Borrower or any of its employees participate to the extent any such failure to comply could reasonably be expected to materially and adversely affect the ability of the Borrower to perform its obligations hereunder or under any other TIFIA Loan Documents to which it is a party.

(dd) [Reserved].

(ee) Sufficient Funds. The aggregate of all funds that are (i) undrawn but committed, or reasonably expected to be available, under the Senior Resolution, the Junior Resolution, and the Subordinate Resolution and this Agreement, (ii) received or receivable delay payments and insurance proceeds in respect of any casualty loss (other than any proceeds of business interruption insurance, delay-in-start-up insurance and proceeds covering liability of the

Borrower to third parties), and (iii) available under any other unused funding that is committed or reasonably expected to be available, will be sufficient to pay all Eligible Project Costs and other amounts necessary to achieve Substantial Completion.

(ff) Sovereign Immunity. The Borrower cannot assert any immunity as a governmental entity from lawsuits, other actions and claims, and any judgments with respect to the enforcement of the contractual obligations of the Borrower under this Agreement or any other TIFIA Loan Document.

(gg) [Reserved].

(hh) Patriot Act. The anti-money laundering provisions of the Patriot Act are not applicable to the Borrower as of the Effective Date..

SECTION 15. Representations and Warranties of TIFIA Lender. The TIFIA Lender represents and warrants that:

(a) Power and Authority. The TIFIA Lender has all requisite power and authority to make the TIFIA Loan and to perform all transactions contemplated by the Related Documents to which it is a party.

(b) Due Execution; Enforceability. The Related Documents to which it is a party have been duly authorized, executed and delivered by TIFIA Lender, and are legally valid and binding agreements of the TIFIA Lender, enforceable in accordance with their terms.

(c) Officers' Authorization. The officers of the TIFIA Lender executing each of the Related Documents to which the TIFIA Lender is a party is duly and properly in office and fully authorized to execute the same on behalf of the TIFIA Lender.

SECTION 16. Affirmative Covenants. The Borrower covenants and agrees as follows until the date the TIFIA Bond and the obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are paid in full, unless the TIFIA Lender waives compliance in writing:

(a) Securing Liens. The Borrower shall at any and all times, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, securing and confirming the Liens in and to the System Pledged Revenues (whether now existing or hereafter arising) granted to the Trustee for the benefit of the TIFIA Lender pursuant to the Junior Resolution Documents, and the other Bondholders pursuant to the Senior Resolution, the Junior Resolution or the Subordinate Resolution or intended so to be granted pursuant to the Senior Resolution, the Junior Resolution or the Subordinate Resolution, or which the Borrower may become bound to grant, and the System Pledged Revenues are and will be free and clear of any pledge, Lien, charge or encumbrance thereon or with respect thereto that has priority over, or equal rank with, the Liens created by the Junior Resolution Documents, other than as permitted by such documents or by this Agreement, and all corporate action on the part of the Borrower to that end shall be duly and

validly taken at such times. The Borrower shall at all times, to the extent permitted by law, defend, preserve and protect the Liens on the System Pledged Revenues granted pursuant to the terms of the Senior Resolution, the Junior Resolution and the Subordinate Resolution and all the rights of the Trustee for the benefit of the TIFIA Lender under the Junior Resolution Documents against all claims and demands of all Persons whomsoever, subject to Permitted Liens.

(b) Copies of Documents. The Borrower shall furnish to the TIFIA Lender a copy of any draft and final offering documents and any authorizing Supplemental Resolution and cash flow projections prepared in connection with the incurrence of any Permitted Debt or other indebtedness subject to approval by the TIFIA Lender, prior to the incurrence of any such Permitted Debt or other indebtedness, as well as copies of any continuing disclosure documents, prepared by or on behalf of the Borrower in connection with the incurrence of such Permitted Debt, in each case promptly following the preparation or filing thereof and, with respect to executed and delivered contracts, within three (3) Business Days of the execution and delivery thereof. The Borrower shall provide to the TIFIA Lender, promptly after execution thereof, a copy of each Additional Project Contract that commits the Borrower to spend, or is reasonably expected to involve expenditures by the Borrower of, more than $2,500,000.

(c) Non-System Projects. The Borrower shall designate each Non-System Project as a Non-System Project by an authorized resolution of the Borrower and deliver notice of the same to the TIFIA Lender in accordance with Section 16(g). Non-System Projects shall not be part of the System unless designated as such pursuant to Section 5.15 of the Senior Resolution.

(d) Prosecution of Work. The Borrower shall diligently prosecute the work relating to the Project and complete the Project in accordance with the Construction Schedule, and in accordance with the highest standards of Borrower's industry, using its best efforts at all times.

(e) Operations and Maintenance.

(i) The Borrower shall (A) operate and maintain the System (1) in a reasonable and prudent manner, and (2) substantially in accordance with the Financial Plan (except as necessary to prevent or mitigate immediate threats to human health and safety or to prevent or mitigate physical damage to material portions of the System), and (B) maintain the System in good repair, working order and condition and in accordance with the requirements of the Expressway Act, the Senior Resolution and the Lease Purchase Agreement. The Borrower shall at all times do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the rights, licenses, permits, franchises and authorizations material to the conduct of its business, and comply in all material respects with all applicable federal, state and local laws, rules, regulations, orders, decrees, judgments or administrative decisions, whether now in effect or hereafter enacted, of any Governmental Authority having jurisdiction over the Borrower or its assets or operations.

(ii) The Borrower shall have the right to incur Cost of Operation, Cost of Maintenance and Administrative Expenses or Total Project Costs without any consent or approval of the TIFIA Lender, the Consulting Engineer or any other person if such costs do not exceed an amount equal to one hundred ten percent (110%) of the amount budgeted therefor as

set forth in the applicable Financial Plan. Any Cost of Operation, Cost of Maintenance and Administrative Expenses or Total Project Costs in excess of such amounts will require the approval of the TIFIA Lender (in consultation with the Consulting Engineer).

(f) Insurance.

(i) The Borrower shall at all times maintain or cause to be maintained insurance for the construction of the Project, with responsible insurers, as is customarily maintained in the United States with respect to works and properties of like character, against accident to, loss of or damage to such works or properties, which shall include pollution and other environmental liability and remediation related coverage, and in the case of the Construction Contractors' liability policies (other than workers' compensation insurance), shall reflect the TIFIA Lender as an additional insured.

(ii) The Borrower shall at all times maintain with responsible insurers or through a program of self-insurance all such insurance on the System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to such works or properties. The Borrower shall prepay the TIFIA Loan in whole or in part, without penalty or premium, from any Net Loss Proceeds deposited in the System General Revenue Fund and available for prepayment of the TIFIA Loan after application in accordance with Section 5.8 of the Senior Resolution and Section 5.7 of the Junior Resolution. Any Net Loss Proceeds available for prepayment of the TIFIA Loan shall be deposited in the Junior Lien Bond Redemption Subaccount in the Junior Lien Sinking Fund for application in accordance with Section 10(a) hereof. The Borrower shall also (by self-insuring or maintaining with responsible insurers or by a combination thereof) provide for workers' compensation insurance for Borrower's workers and insurance against public liability and property damage to the System to the extent reasonably necessary to protect the Borrower and the TIFIA Lender.

(iii) Promptly upon request by the TIFIA Lender, the Borrower shall deliver to the TIFIA Lender copies of any underlying insurance policies obtained by or on behalf of the Borrower in respect of the Project or the System, which, in the case of the Construction Contractors' liability policies (other than workers' compensation insurance), shall reflect the TIFIA Lender as an additional insured.

(iv) The Borrower shall deliver to the TIFIA Lender (A) insurance brokers' letters, and (B) certificates of insurance, in each case promptly after Borrower's receipt thereof and in any event no later than when required to be delivered pursuant to the Senior Resolution. Upon the request of the TIFIA Lender, the Borrower shall deliver to the TIFIA Lender copies of the underlying insurance policies.

(g) Notice. The Borrower shall, within five (5) Business Days after the Borrower learns of the occurrence, give the TIFIA Lender notice of any of the following events, setting forth details of such event:

(i) Events of Default: any Event of Default or any event that, with the giving of notice, the passage of time or both, would constitute an Event of Default hereunder;

(ii) Litigation: (A) the filing of any actual litigation, suit or action or (B) the delivery to the Borrower of any written claim or written threat of litigation, suit or action, that, in the case of either subclause (A) or subclause (B), could reasonably be expected to have a Material Adverse Effect, and (C) following any such notice, any material changes in the status of any of the foregoing;

(iii) Insurance Claim: any insurance claims related to the Project in excess of $5,000,000 or related to the System in excess of $10,000,000, either individually or in the aggregate;

(iv) Amendments: any amendments delivered to, received from or entered into with any counterparty under a Principal Project Contract or other Related Document;

(v) Defaults: any material breach or default or event of default on the part of the Borrower or any other party under any Principal Project Contract or other Related Document;

(vi) Uncontrollable Force: the occurrence of any Uncontrollable Force that could reasonably be expected to result in a Material Adverse Effect;

(vii) Project Changes: any (A) change to the Total Project Costs forecasts in excess of ten percent (10%) of total forecasted Total Project Costs, or (B) material change to the Construction Schedule;

(viii) Other Adverse Events: the occurrence of any other event or condition that could reasonably be expected to result in a Material Adverse Effect;

(ix) Changes in Governance: any amendments to the Expressway Act affecting the manner of governance of the Borrower;

(x) Ascension of Priority: (A) the termination of the Lease Purchase Agreement, and (B) the issuance and delivery of the 2012A Junior Lien Bond (as such term is defined in Section 13(b)(xvi));

(xi) Substantial Completion: Substantial Completion of the Project and the completion of each Segment of the Project;

(xii) Project Funding: the incurrence of Permitted Debt;

(xiii) ERISA: the Borrower becomes subject to ERISA. Any such notice shall include a Certificate certifying that neither the Borrower, nor any ERISA Affiliate maintains or otherwise has any liability in respect of any plan or other arrangement that is subject to ERISA or Section 412 of the Code;

(xiv) Acceleration Rights: the Borrower enters into or otherwise consents to any Contractual Obligation (or amendment thereto) that provides for Rights of Acceleration, or such Contractual Obligation is released, terminated or otherwise discharged; provided, that such notice shall be delivered in accordance with Section 16(m);

(xv) Additional Security: the Borrower enters into or otherwise consents to any Contractual Obligation (or amendment thereto) that provides for Additional Security; provided such notice shall be delivered in accordance with Section 17(k) and Section 3.04 of the Supplemental Junior Lien Authorizing Resolution related to the TIFIA Bond;

(xvi) Non-System Projects: the Borrower designates a Non-System Project pursuant to Section 5.15 of the Senior Resolution and in accordance with Section 16(c);

(xvii) Appointment of Replacement Trustee: the Borrower appoints a new Trustee;

(xviii) Trustee: any resignation or termination of the Trustee, in it capacity as Trustee, Registrar and Paying Agent (each as defined in the Junior Resolution), pursuant to the Trust Agreement and the Junior Resolution, as supplemented by the First Supplemental Junior Lien Authorizing Resolution;

(xix) Toll Rates: any changes in the toll schedule in effect as of the Effective Date for all or any portion of the System and any change in the toll rates from those set forth in the toll schedule in effect as of the Effective Date, provided however, that no notice shall be required for programmed increases in the toll rates set forth in the toll schedule in effect as of the Effective Date; and

(xx) Patriot Act: the requirement to establish an anti-money laundering compliance program if the Patriot Act becomes applicable to Borrower, in accordance with Section 16(v).

(h) Remedied Action. Within thirty (30) calendar days after the Borrower learns of the occurrence of an event specified in Section 16(g) (other than events specified in subparagraphs (iii), (iv) and (ix) through (xiii) thereof), the Borrower's Authorized Representative shall provide a statement to the TIFIA Lender, setting forth the actions the Borrower proposes to take with respect thereto.

(i) Maintain Legal Structure. The Borrower shall maintain its existence as a body politic and corporate and agency of the State, organized and existing under the laws of the State.

(j) Annual Rating. The Borrower shall, commencing in June 2016, no later than the last Business Day of June of each year during the term of the TIFIA Loan, at no cost to the TIFIA Lender, provide to the TIFIA Lender a public rating on the Senior Lien Bonds and the TIFIA Loan by a Nationally Recognized Rating Agency, together with the rating report or letter delivered by such Nationally Recognized Rating Agency in connection with such rating, in each case prepared no earlier than June 1 of such year.

(k) Maintenance of Accounts.

(i) The Borrower shall maintain the Debt Service Reserve Account, as defined in the Senior Resolution, including all subaccounts therein in an amount equal to the respective Debt Service Reserve Requirement, as defined in and pursuant to the Senior Resolution. The

Borrower shall maintain the Junior Debt Service Reserve Subaccount, as defined in the Junior Resolution, including all subaccounts therein, in an amount equal to the respective Junior Lien Debt Service Reserve Requirement as defined in and pursuant to the Junior Resolution. The Borrower shall maintain the TIFIA Debt Service Reserve Account in an amount equal to the TIFIA Debt Service Reserve Required Balance in accordance with the provisions of this Agreement. Amounts in the Debt Service Reserve Account shall be made available to ensure the timely payment of Senior Debt Service on the Senior Lien Bonds. Amounts in the Junior Lien Debt Service Reserve Subaccount shall be made available to ensure the timely payment of Junior Debt Service on the Junior Lien Bonds and amounts in the TIFIA Debt Service Reserve Account shall be made available to ensure the timely payment of TIFIA Debt Service on the TIFIA Loan. Other than with respect to the TIFIA Debt Service Reserve Account, the Borrower may replace all or a portion of the required balance of each such debt service reserve account, in accordance with the terms of the Senior Resolution and the Junior Resolution, as the case may be, with an irrevocable letter of credit, insurance policy or similar instrument provided by a financial institution with an Acceptable Credit Rating; provided, that the provider of such letter of credit, insurance policy or similar instrument being used to satisfy the required balance of a debt service reserve account established under the Junior Resolution is not granted a Lien on the System Pledged Revenues greater than the Lien granted to the TIFIA Lender.

(ii) The Borrower shall cause the Reserve Accounts to be funded in such amounts and under such conditions as are required by the Senior Resolution, the Junior Resolution, and this Agreement, as the case may be.

(iii) Amounts on deposit in the Project Accounts shall be held uninvested or invested in Permitted Investments. Any such Permitted Investments must mature or be redeemable at the election of the holder on or prior to the date on which the funds invested in such Permitted Investments are needed for any payment from the applicable Project Account.

(l) Rate Coverage.

(i) The Borrower shall, subject to the remainder of this paragraph, fix, charge and collect rates and charges such that Net Revenues in the current Calculation Period and each subsequent Calculation Period through the Final Maturity Date of the TIFIA Loan shall be projected to produce a Total Debt Service Coverage Ratio at least equal to one hundred twenty percent (120%) in each such Calculation Period (the "**Rate Coverage Test**"). In connection with its preparation of an Annual Budget for each Borrower Fiscal Year while the TIFIA Bond is Outstanding, the Borrower shall prepare a statement in which it sets forth its conclusion as to whether Net Revenues for the current Borrower Fiscal Year and for the immediately succeeding Borrower Fiscal Year will be sufficient to comply with the Rate Coverage Test, which statement include the numbers, assumptions and other information on which it is based. If the Annual Budget adopted by Borrower for any Borrower Fiscal Year, the audited financial reports delivered by the Borrower to the TIFIA Lender pursuant to Section 22(d)(ii), the Borrower's certification required by Section 5.2(B) of the Senior Resolution or if the forecast furnished by the Borrower pursuant hereto demonstrates that Net Revenues does not satisfy the Rate Coverage Test for any Calculation Period until the Final Maturity Date, or if the Borrower fails to satisfy the Rate Coverage Test in respect of any Calculation Period then ended, the Borrower shall cause

the Independent Consultant to make a study for the purpose of recommending a schedule of tolls and other rates and charges for the use of the System which, in the opinion of the Independent Consultant, will cause amounts to be received in the following Borrower Fiscal Year equal to the amounts necessary to satisfy the Rate Coverage Test for each Borrower Fiscal Year in which the TIFIA Bond remains Outstanding. The Borrower will take the actions required by the Independent Consultant in such study that cause additional amounts to be received in such following and each subsequent Borrower Fiscal Year sufficient to restore the amount of any deficiency at the earliest practicable time. If, in any Borrower Fiscal Year, the amounts projected to be received shall not be sufficient to comply with the Rate Coverage Test, the Borrower shall (A) cause the Independent Consultant to make a study for the purpose stated in the immediately preceding sentence unless it has already obtained a revenue study and recommendation in compliance with such sentence, and (B) as promptly as practicable and in any case no later than the next July 1, establish and place in effect a schedule of tolls and such other rates and charges as recommended by the Independent Consultant.

(ii) The failure in any Borrower Fiscal Year to comply with the Rate Coverage Test shall not constitute an Event of Default under this Agreement if the Borrower shall comply with the first paragraph of this subparagraph (l); provided, that if the Independent Consultant is of the opinion, as shown by its certificate filed with the Borrower, that a schedule of tolls and other rates and charges for the System that would provide funds to meet the requirements of the Rate Coverage Test above is impracticable at that time, and the Borrower therefore cannot comply with the Rate Coverage Test above, then the Borrower shall fix and establish such schedule of tolls and other rates and charges as is recommended by the Independent Consultant to comply as nearly as practicable with the Rate Coverage Test above.

(m) Acceleration.

(i) On and after the date of the initial disbursement of the proceeds of the TIFIA Loan, to the extent the Borrower, directly or indirectly, enters into, otherwise consents to, or is a party to, any Contractual Obligation with respect to Permitted Debt that includes Rights of Acceleration, then, subject to subclause (iii) below, Section 20(d)(iii) shall automatically be of no further force and effect and the TIFIA Lender shall immediately and automatically be entitled to exercise any and all Rights of Acceleration hereunder.

(ii) The Borrower shall promptly, upon the occurrence of the Borrower entering into or otherwise consenting to any Contractual Obligation (or amendment thereto) that provides for Rights of Acceleration, but not later than five (5) days after execution of any such Contractual Obligation (or amendment thereto), provide written notice of the same to the TIFIA Lender, together with a copy of any loan documents, security agreements, or other agreements evidencing such Contractual Obligation and a Certificate certifying as to all of the Contractual Obligations then in effect and containing Rights of Acceleration; provided, that the TIFIA Lender shall maintain the benefit of the Rights of Acceleration hereunder from and after the effective date of any Contractual Obligation that provides for Rights of Acceleration, as provided in subclause (i) above, even if the Borrower fails to provide, in any event, either, such notice, or any such requested amendment.

(iii) At any time during the term of this Agreement that (A) no Contractual Obligation then in effect (other than this Agreement) provides for Rights of Acceleration, whether by amendment removing all such Rights of Acceleration or by release, termination or other discharge of all such Contractual Obligations, or (B) any such Contractual Obligation then in effect provides for Rights of Acceleration, but no event of default shall have occurred and be continuing pursuant to such Contractual Obligation for which the Rights of Acceleration may be exercised by the Borrower's counterparty; or upon the release, termination or other discharge of all such Contractual Obligations (other than this Agreement) that provide for Rights of Acceleration, Section 20(d)(iii) shall be in effect. The Borrower shall promptly, upon the occurrence of (1) an event of default pursuant to any such Contractual Obligation for which the Rights of Acceleration may be exercised by the Borrower's counterparty and (2) the release, termination or other discharge of any such Contractual Obligation (other than this Agreement) that provides for Rights of Acceleration or amendment thereto, but not later than five (5) days after the occurrence of such event, provide written notice of the same to the TIFIA Lender, together with, as applicable, a copy of any notice of event of default or loan documents and security agreements evidencing the removal of such Rights of Acceleration or the release, termination or other discharge of such Contractual Obligation.

(n) Material Obligations. The Borrower shall pay its material obligations promptly and in accordance with their terms and pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon it or upon the System Pledged Revenues or its other income or profits or in respect of its property, before the same shall become delinquent or in default, as well as all lawful and material claims for labor, materials and supplies or other claims which, if unpaid, might give rise to a Lien upon such properties or any part thereof; provided, however, that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy, claim or Lien so long as the validity or amount thereof shall be contested by the Borrower in good faith by appropriate proceedings and so long as the Borrower shall have set aside adequate reserves with respect thereto in accordance with and to the extent required by GAAP, applied on a consistent basis.

(o) Hedging.

(i) Subject to the provisions of subclause (ii) below:

(A) to protect against fluctuations in interest rates, the Borrower shall make arrangements for a Qualified Hedge to be in place and maintained at all times with respect to any Senior Lien Bonds and any Junior Lien Bonds that bear interest at a Variable Interest Rate. With respect to Variable Interest Rate Bonds issued subsequent to the Effective Date, the Borrower, at all times when the TIFIA Loan is Outstanding, shall have in full force and effect Qualified Hedges with an aggregate notional amount of not less than ninety-eight percent (98%) (and not more than one hundred two percent (102%)) of the aggregate principal amount of the Variable Interest Rate Bonds projected by the Borrower from time to time to be Outstanding during the term of the TIFIA Loan, and such Qualified Hedges shall have a stated maturity date not earlier than the final maturity date of the related Senior Lien Bond or Junior Lien Bond, as applicable;

(B) each Qualified Hedge shall provide for a fixed interest rate or interest rate cap resulting in fixed payment amounts payable by the Borrower. The Borrower's obligations to pay (1) Hedging Obligations, and (2) Hedging Termination Obligations shall be from the sources and in the priority specified in the Senior Resolution, the Junior Resolution or the Subordinate Resolution, as applicable. The Borrower shall ensure that, as of the day following the termination date of any Qualified Hedge, either (x) a Subsequent Qualified Hedge (as defined below) is in full force and effect to the extent any Senior Lien Bonds, Junior Lien Bonds, or Subordinate Bonds bear interest at a Variable Interest Rate, or (y) the Variable Interest Rate Bonds have been converted to a fixed rate, in each case in accordance with this Agreement;

(C) any Qualified Hedge entered into subsequent to termination of a Qualified Hedge (a "**Subsequent Qualified Hedge**") shall (1) commence no later than the termination date of the Qualified Hedge which is terminating and terminate no earlier than the date which is the first (1st) anniversary of the effective date of such Subsequent Qualified Hedge, or (2) commence no later than the termination date of the existing Qualified Hedge and terminate no earlier than the final maturity date of the Variable Interest Rate Bonds;

(D) the Borrower shall not commence seeking any bids from any Qualified Hedge Provider for a Subsequent Qualified Hedge unless, at least thirty (30) days prior thereto, the Borrower has delivered to the TIFIA Lender evidence satisfactory to the TIFIA Lender and certified by the Borrower's Authorized Representative that the process to be utilized by the Borrower for selecting such Subsequent Qualified Hedge is a competitive process designed to obtain a fair market price and to avoid conflicts of interest. At the **time** the Subsequent Qualified Hedge is priced, the Borrower shall provide to the TIFIA Lender a certificate from a qualified third party acceptable to the TIFIA Lender to the effect that either the underlying LIBOR based fixed rate or the price of acquiring such Subsequent Qualified Hedge is a fair price based on the interest rate market at the time such Qualified Hedge is priced;

(E) the Trustee shall be granted a security interest in each Qualified Hedge and payments due under each Qualified Hedge in order to secure the Borrower's obligations to the TIFIA Lender under this Agreement. The Hedging Agreements shall provide that all **payments** due thereunder to the Borrower shall be made directly to the Borrower for deposit and disbursement in accordance with the Senior Resolution, the Junior Resolution, or the Subordinate Resolution and any related Supplemental Resolution, as the case may be;

(F) the Borrower shall neither terminate (other than Permitted Hedging Terminations), transfer nor consent to any transfer (other than to a Qualified Hedge Provider) of any **existing** Qualified Hedge without the TIFIA Lender's prior written consent as long as the Borrower is required to maintain a Qualified Hedge pursuant to this Agreement; and

(G) if at any time a Hedging Bank no longer satisfies the requirements for a Qualified Hedge Provider, the Borrower shall cause such disqualified Hedging Bank to be replaced by a Qualified Hedge Provider within ten (10) Business Days of the date on which such Hedging Bank failed to qualify as a Qualified Hedge Provider, whether by means of a transfer of the disqualified Hedging Bank's Hedging Agreement to a Qualified Hedge Provider or by means of a termination of such disqualified Hedging Bank's Hedging Agreement and replacement

thereof by a Hedging Agreement with a Qualified Hedge Provider on terms and conditions that satisfy the requirements of this Section 16(o).

(ii) The provisions of Section 16(o)(i) shall not apply to any Hedging Agreements with respect to Senior Lien Bonds (A) that were entered into prior to the Effective Date and which are listed in Exhibit L (each an "**Existing Hedge**"), and (B) the replacement of any Existing Hedge resulting from a novation (not a termination) of such Existing Hedge, provided, that, with respect to subclause (B), (X) the material terms of any replacement Hedging Agreement shall not differ from the material terms of the Hedging Agreement related to the Existing Hedge and (Y) such replacement Hedging Obligation is provided by a Qualified Hedge Provider.

(p) Hedge Deposits.

(i) The Borrower is required to make payments to the paying agent (each a "**Hedge Deposit**") for deposit into the Hedging Acquisition Account established under the Supplemental Resolution authorizing the Variable Interest Rate Bonds (A) on the Semi-Annual Payment Date occurring twelve (12) months prior to entering into each Subsequent Qualified Hedge with a term of one (1) year or less (a "**Short Term Qualified Hedge**"), and (B) on each of the Semi-Annual Payment Dates occurring twelve (12) and six (6) months prior to entering into each Subsequent Qualified Hedge with a term greater than one (1) year (a "**Long Dated Qualified Hedge**").

(ii) The Hedge Deposit for a Short Term Qualified Hedge shall be the mid-market amount estimated by the Borrower at that time to be necessary to purchase, at the scheduled termination of the then existing Qualified Hedge, a Subsequent Qualified Hedge obligating the Borrower to make payments based on a fixed rate of interest or interest rate cap for a period of one (1) year or less having a notional amount equal to the principal amount of the Variable Interest Rate Bonds projected to be Outstanding during the term of such Qualified Hedge.

(iii) The first Hedge Deposit for a Long Dated Qualified Hedge shall be the mid-market amount estimated by the Borrower at that time to be necessary to provide one-half of the funds needed to purchase, at the scheduled termination of the then existing Qualified Hedge, a Subsequent Qualified Hedge obligating the Borrower to make payments based on a fixed rate of interest or interest rate cap for a period of greater than one (1) year having a notional amount equal to the principal amount of the Variable Interest Rate Bonds projected to be Outstanding during the term of such Qualified Hedge. The second Hedge Deposit for a Long Dated Qualified Hedge shall be the mid-market amount, if any, estimated by the Borrower at that time to be necessary, when added to the amount deposited for the first Hedge Deposit for a Long Dated Qualified Hedge, to purchase, at the scheduled termination date of the then existing Qualified Hedge, a Subsequent Qualified Hedge obligating the Borrower to make payments based on a fixed rate of interest or interest rate cap for a period of greater than one (1) year, having a notional amount equal to the principal amount of the Variable Interest Rate Bonds projected to be Outstanding during the term of such Qualified Hedge.

(iv) For the purpose of determining the required Hedge Deposits, the Borrower shall provide the anticipated notional amounts of the Subsequent Qualified Hedge to a qualified third party who shall in turn calculate the amount of the Hedge Deposit in accordance with subclauses (ii) and (iii) above. The Borrower shall select, subject to the TIFIA Lender's approval, the qualified third party at least fifteen (15) days prior to the applicable Semi-Annual Payment Date.

(v) The Borrower's obligation to make any Hedge Deposit payments shall be from the sources and in the priority specified in the Supplemental Resolution authorizing the Variable Interest Rate Bonds.

(vi) Provided that no Event of Default has occurred and is continuing, funds on deposit in the Hedging Acquisition Account shall be applied towards the purchase of a Subsequent Qualified Hedges. Any remaining balance in the Hedging Acquisition Account after such purchase which exceeds the amount required to satisfy the Hedge Deposit requirements in this subclause (iv) shall be transferred to the System General Revenue Fund.

(q) OFAC Compliance. None of the Borrower, the Principal Project Parties, nor, to the Borrower's knowledge, any Person owning (excluding Persons owning securities effected on a recognized public stock exchange, unless such securities were acquired in a transaction involving an initial public offering) or Controlling any of them, in each case, if the OFAC regulations are applicable to such entity, (i) shall violate (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act, (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State, or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal, or (ii) shall be a Person (A) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws, (B) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws, (C) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list), (D) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents under any other applicable law, (E) that is owned, Controlled by, or affiliated with any Person identified in clause (A), (B), (C) or (D) of this subclause (ii), or (F) is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions, anti-money laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business. The Borrower shall not knowingly make a payment to any Principal Project Party that has violated any of the laws referenced in subclause (i) of the preceding sentence or that is a Person described in subclause (ii) of the preceding sentence.

(r) Replacement Consultants. The Borrower shall provide to the TIFIA Lender written notice of the Borrower's intent to select any replacement Consulting Engineer, Independent Consultant, Traffic Consultant or Verification Agent, together with the name and a summary of the relevant experience and qualifications of the proposed replacement. Upon receipt of any such notice from the Borrower, the TIFIA Lender shall have fifteen (15) Business Days to disapprove the selection. In the event the TIFIA Lender shall not disapprove such selection within the fifteen (15) Business Day period, the proposed selection shall be deemed approved by the TIFIA Lender.

(s) Events of Loss; Loss Proceeds. If an Event of Loss shall occur with respect to the Project or System or any part thereof, the Borrower shall (i) diligently pursue all of its rights to compensation against all relevant insurers, reinsurers and Governmental Authorities, as applicable, in respect of such event, and (ii) pay or apply all Loss Proceeds stemming from such event in accordance with Section 10(a) of this Agreement and Section 5.8(A) of the Senior Resolution.

(t) [Reserved].

(u) Discharge of Obligations Under Lease Purchase Agreement and Ascension of Series 2012A Bond. Upon the payment or discharge of Borrower's obligations under the Lease Purchase Agreement, the Borrower shall (i) cause the 2012A Junior Lien Bond (as such term is defined in Section 13(b)(xvi)) to be issued and to be delivered to SunTrust Bank, and (ii) deliver a copy of such Series 2012A Junior Lien Bond to the TIFIA Lender. The Series 2012A Bond shall not be entitled to the benefits of a Junior Lien Bond (including payment of principal and interest on parity with the Junior Lien Bonds) until such time as the Borrower's obligations under the Lease Purchase Agreement are paid or discharged and the 2012A Junior Lien Bond is executed, authenticated and issued.

(v) Patriot Act. If the anti-money laundering provisions of the Patriot Act become applicable to the Borrower, then the Borrower will provide written notice to TIFIA of the same in accordance with Section 16(g)(xvii) and will promptly establish an anti-money laundering compliance program.

SECTION 17. Negative Covenants. The Borrower covenants and agrees as follows until the date the TIFIA Bond and the obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are paid in full, unless the TIFIA Lender waives compliance in writing.

(a) Permitted Indebtedness.

(i) Except for Permitted Debt, the Borrower shall not, without the prior written consent of the TIFIA Lender, issue or incur indebtedness of any kind; provided, that the Borrower shall not incur any indebtedness of any kind payable from or supported by the System Pledged Revenues, including Permitted Debt, without the prior written consent of the TIFIA Lender following the occurrence of and during the continuation of an Event of Default. Prior to the incurrence of Permitted Debt described in subparagraph (a)(iv) of the definition of

"Additional Bonds", the Borrower shall provide a Certificate to the TIFIA Lender certifying that such proposed indebtedness is authorized pursuant to this Section 17(a) and satisfies the applicable requirements under the definition of "Additional Bonds."

(ii) Except for Permitted Debt, the Borrower shall not issue or incur Variable Interest Rate Bonds without the prior written consent of the TIFIA Lender.

(b) No Lien Extinguishment or Adverse Amendments. The Borrower shall not, and shall not permit any Person to, without the prior written consent of the TIFIA Lender, either (i) extinguish the Liens on the System Pledged Revenues, (ii) amend, modify or supplement any Related Document in a manner that could adversely affect the TIFIA Lender in connection with the TIFIA Loan, (iii) waive or permit a waiver of any provision of any Related Document in a manner that could adversely affect the TIFIA Lender in connection with the TIFIA Loan, or (iv) terminate, assign, amend or modify, or waive timely performance by any party of material covenants under any Principal Project Contract except for termination, assignment, amendment, modification or waiver that could not reasonably be expected to have a Material Adverse Effect. Except as otherwise agreed by the TIFIA Lender in writing, the Borrower will provide to the TIFIA Lender copies of any proposed amendments to any Related Document at least thirty (30) days prior to the effective date thereof.

(c) No Prohibited Liens. Except for Permitted Liens, the Borrower shall not create, incur, assume or permit to exist any Lien on (i) any property or asset now owned or hereafter acquired by it or (ii) the System Pledged Revenues, or assign or sell any income or revenues (including accounts receivable) relating to the System or rights in respect of any thereof. Except as provided in the Senior Resolutions, the Junior Resolution and the Subordinate Resolution, the Borrower shall not assign any of its rights under or pursuant to any Principal Project Contract and shall not permit a Lien to encumber the Borrower's rights or privileges under any Principal Project Contract.

(d) Ascension of Priority of Lien. Other than the Series 2012A Bonds, following the Effective Date, the provisions of Section 4.3 of the Junior Resolution shall not apply to any Subordinate Bond to be issued under the Subordinate Resolution.

(e) Additional Project Contracts. The Borrower shall not, without the prior written consent of the TIFIA Lender, enter into any Additional Project Contract (or series of related contracts) that will result in a greater than ten percent (10%) increase in the Total Project Costs reflected in the Financial Plan most recently approved by the TIFIA Lender.

(f) No Prohibited Sale or Assignment. The Borrower shall not sell or assign its rights in and to the Project or the System, a substantial portion of the assets included in the Project or the System, or its rights and obligations under any Related Document, unless such sale or assignment could not reasonably be expected to result in a Material Adverse Effect and is made by the Borrower in the ordinary course of business.

(g) Transactions with other Governmental Authorities. Except for the transactions expressly contemplated in the Principal Project Contracts, and the other Related Documents, the

Borrower shall not (i) sell or transfer any property or assets to, or purchase or acquire any property or assets of Governmental Authorities, or (ii) otherwise engage in any transactions with Governmental Authorities in connection with the Project or the System (including the Governmental Authorities of the State) the terms and provisions of which are materially adverse to the Borrower, the Project or the System or that would have a Material Adverse Effect.

(h) Document Amendment; Borrower Fiscal Year. The Borrower shall not at any time (i) amend or modify the Senior Resolution, the Junior Resolution or any other Related Document (other than any amendment or modification of a ministerial nature and that is not adverse to the interests of any Secured Party under the Senior Resolution, the Junior Resolution or in the System Pledged Revenues), or (ii) adopt any fiscal year other than the Borrower Fiscal Year, except as may be established by laws of the State, with prompt written notice of the same to the TIFIA Lender or such other fiscal year as the Borrower may hereafter adopt after giving thirty (30) days prior written notice to the TIFIA Lender.

(i) No Prohibited Business. The Borrower will not at any time engage in any business or activity other than the design, construction, operation and maintenance of the System and activities and purposes authorized by the Expressway Act.

(j) Change in Legal Structure; Mergers and Acquisitions. The Borrower shall not, and shall not agree to, (i) acquire by purchase or otherwise the business, property or fixed assets of, or equity interests or other evidence of beneficial ownership interests in, any Person, other than purchases or other acquisitions of inventory or materials or spare parts or capital expenditures, each in the ordinary course of business in compliance with the applicable budget; or (ii) reorganize, consolidate with or merge into another Person unless (A) such merger or consolidation is with or into another entity established and Controlled by the State, and in each case, including reorganization, does not adversely affect or impair to any extent or in any manner (1) the System Pledged Revenues, or (2) the availability of the System Pledged Revenues for the payment and security of the obligations of the Borrower under this Agreement, and (B) the Borrower provides to the TIFIA Lender, no later than sixty (60) days prior to the date of reorganization, consolidation or merger, prior written notice of such reorganization, consolidation or merger and the agreements and documents authorizing the reorganization, consolidation or merger, satisfactory in form and substance to the TIFIA Lender. The documents authorizing any reorganization, consolidation or merger shall contain a provision, satisfactory in form and substance to the TIFIA Lender, that, following such reorganization, consolidation or merger, the successor will assume, by operation of law or otherwise, the due and punctual performance and observance of all of the covenants, representations, warranties, agreements and conditions of this Agreement and the other Related Documents to which the Borrower is a party. In addition, the Borrower shall provide any and all information concerning such reorganization, consolidation or merger as shall have been reasonably requested by the TIFIA Lender.

(k) No Additional Security.

(i) The Borrower shall not grant a Lien on or pledge any additional security, including, but not limited to, Series Junior Lien Payments or Supplemental Junior Lien Payments

(any such the "**Additional Security**"), to any Bondholder of any other Junior Lien Bond. To the extent the Borrower, directly or indirectly, enters into, otherwise consents to, or, as of the Effective Date, is a party to, any Contractual Obligation with respect to Permitted Debt issued pursuant to the Junior Resolution that includes Additional Security, the TIFIA Lender shall immediately and automatically be entitled to a parity Lien on any such Additional Security as security for the TIFIA Loan and such Additional Security shall be pledged, assigned and granted to the Trustee for the benefit of the TIFIA Lender in accordance with the provisions of the Junior Resolution and Section 3.04 of the Supplemental Junior Lien Authorizing Resolution related to the TIFIA Bond. The TIFIA Lender shall be immediately and automatically entitled to exercise all of its rights pursuant to this Agreement and the Junior Resolution with respect to the Additional Security. Upon the release, termination or other discharge of the Lien on or pledge of the applicable Additional Security under all such Contractual Obligations entitled thereto, the TIFIA Lender's Lien on any such Additional Security shall immediately and automatically be released, terminated and discharged, without further action by the Borrower.

(ii) The Borrower shall promptly, upon grant of a Lien or pledge of any Additional Security (and upon release, termination or discharge of any such grant or pledge), but not later than five (5) days after the grant or pledge thereof (and upon release, termination or discharge of any such grant or pledge), provide written notice of the same to the TIFIA Lender, together with a copy of any loan documents, security agreements, or other agreements evidencing such Lien or pledge (or release, termination or discharge of the same, as applicable) and, in any event, a Certificate certifying as to all of the Additional Security then in effect; provided, that the TIFIA Lender shall maintain the Lien on the Additional Security hereunder from and after the effective date of any grant or pledge thereof until the release, termination or discharge thereof, as provided in subclause (i) above, even if the Borrower fails to provide, in any event, either, such notice, or any such Certificate of the grant or pledge thereof.

SECTION 18. Indemnification. To the fullest extent permitted by applicable law, the Borrower shall indemnify the TIFIA Lender and any official, employee, agent or representative of the TIFIA Lender (each such Person being herein referred to as an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, fines, penalties, costs and expenses (including the fees, charges and disbursements of any counsel for any Indemnitee and the costs of environmental remediation), whether known, unknown, contingent or otherwise, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (a) the execution, delivery and performance of this Agreement or any of the other Related Documents, (b) the TIFIA Loan or the use of the proceeds thereof, or (c) the violation of any law, rule, regulation, order, decree, judgment or administrative decision relating to the environment, the preservation or reclamation of natural resources, the management, release or threatened release of any hazardous material or to health and safety matters; in each case arising out of or in direct relation to the Project or the System; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. In case any action or proceeding is brought against an Indemnitee by reason of any claim with respect to which such Indemnitee is entitled to indemnification hereunder, the Borrower shall be entitled, at its expense, to participate in the

defense thereof; provided, that such Indemnitee has the right to retain its own counsel, at the Borrower's expense, and such participation by the Borrower in the defense thereof shall not release the Borrower of any liability that it may have to such Indemnitee. Any Indemnitee against whom any indemnity claim contemplated in this Section 18 is made shall be entitled, after consultation with the Borrower and upon consultation with legal counsel wherein such Indemnitee is advised that such indemnity claim is meritorious, to compromise or settle any such indemnity claim. Any such compromise or settlement shall be binding upon the Borrower for purposes of this Section 18. Nothing herein shall be construed as a waiver of any legal immunity that may be available to any Indemnitee. To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any of the other Related Documents, the TIFIA Loan and the other transactions contemplated hereby and thereby, or the use of the proceeds thereof. All amounts due to any Indemnitee under this Section 18 shall be payable promptly upon demand therefor. The obligations of the Borrower under this Section 18 shall survive the payment or prepayment in full or transfer of the TIFIA Bond, the enforcement of any provision of this Agreement or the other Related Documents, any amendments, waivers (other than amendments or waivers in writing with respect to this Section) or consents in respect hereof or thereof, any Event of Default, and any workout, restructuring or similar arrangement of the obligations of the Borrower hereunder or thereunder.

SECTION 19. Sale of TIFIA Loan. The TIFIA Lender shall not sell the TIFIA Loan at any time prior to the Substantial Completion Date. After such date, the TIFIA Lender may sell the TIFIA Loan to another entity or reoffer the TIFIA Loan into the capital markets only in accordance with the provisions of this Section 19. Such sale or reoffering shall be on such terms as the TIFIA Lender shall deem advisable. The TIFIA Lender shall provide (a) at least sixty (60) days prior to any sale or reoffering of the TIFIA Loan, written notice to the Borrower to the effect that the TIFIA Lender is considering the sale or reoffering of the TIFIA Loan, and (b) at least thirty (30) days prior to any sale or reoffering of the TIFIA Loan, written notice to the Borrower confirming TIFIA Lender's intention to consummate such a sale or reoffering; provided, however, that no such notice shall be required during the continuation of any Event of Default. The provision of any notice pursuant to this Section 19 shall not (i) obligate the TIFIA Lender to sell, nor (ii) provide the Borrower with any rights or remedies in the event the TIFIA Lender, for any reason, does not sell the TIFIA Loan.

SECTION 20. Events of Default and Remedies.

(a) An "**Event of Default**" shall exist under this Agreement if:

(i) Payment Default. The Borrower shall fail to pay any of the principal amount of or interest on the TIFIA Loan (including TIFIA Debt Service required to have been paid pursuant to the provisions of Section 9, and any mandatory prepayment required pursuant to the provisions of Section 10(a)), when and as the payment thereof shall be required under this Agreement or the TIFIA Bond or on the Final Maturity Date (each such failure, a "**Payment Default**");

(ii) Covenant Default. The Borrower shall fail to observe or perform any covenant, agreement or obligation of the Borrower under this Agreement, the TIFIA Bond or any other TIFIA Loan Document (other than in the case of any Payment Default or any Development Default), and such failure shall not be cured within thirty (30) days after receipt by the Borrower from the TIFIA Lender of written notice thereof; provided, however, that if such failure is capable of cure but cannot reasonably be cured within such thirty (30) day period, then no Event of Default shall be deemed to have occurred or be continuing under this subclause (ii) if and so long as within such thirty (30) day period the Borrower shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured; provided such failure is cured within one hundred eighty (180) days of the first occurrence of such failure;

(iii) Development Default. A Development Default shall occur, in which case the TIFIA Lender may (A) suspend the disbursement of TIFIA Loan proceeds under this Agreement and (B) pursue such other remedies as provided in this Section 20. If so requested by the TIFIA Lender in connection with a Development Default, the Borrower shall immediately repay any unexpended TIFIA Loan proceeds previously disbursed to the Borrower;

(iv) Misrepresentation Default. Any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the TIFIA Loan Documents (or in any certificates delivered by the Borrower in connection with the TIFIA Loan Documents) shall prove to have been false or misleading in any material respect when made;

(v) Acceleration of Bonds or Other Material Indebtedness. Any acceleration shall occur of the maturity of the Senior Lien Bonds, the Junior Lien Bonds, the Subordinate Bonds, or of any other indebtedness of the Borrower, including any Contractual Obligations, in an aggregate principal amount equal to or greater than $1,000,000 that is senior to, on parity with, or subordinate to, the TIFIA Loan in right of payment or in right of security ("**Other Material Indebtedness**"), or any such Senior Lien Bonds, Junior Lien Bonds, Subordinate Bonds or Other Material Indebtedness shall not be paid in full upon the final maturity thereof;

(vi) Cross Default.

(A) Except with respect to any Related Document, any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the documents under which any Other Material Indebtedness (as defined in paragraph (v) above) shall be created or incurred (the "**Other Loan Documents**"), shall prove to be false or misleading in any material respect (each a "**Misrepresentation Default**"), or any default shall occur in respect of the performance of any covenant, agreement or obligation of the Borrower under the Other Loan Documents, and such default shall be continuing after the giving of any applicable notice and the expiration of any applicable grace period specified in the terms of such Other Loan Documents (as the case may be) with respect to such default (each a "**Covenant Default**"), if the effect of such Misrepresentation Default or Covenant Default shall permit the immediate acceleration of the maturity of any or all of the Other Material Indebtedness (as the case may be) and, in the case of any such Misrepresentation Default or Covenant Default, the Borrower shall have failed to cure such Misrepresentation Default or Covenant Default or to

obtain an effective written waiver thereof in accordance with the terms of such Other Material Indebtedness;

(B) the Borrower shall default in the timely performance of any covenant, agreement or obligation under any Related Document or any Related Document shall be terminated prior to its scheduled expiration (unless in any case such default or termination could not reasonably be expected to have a Material Adverse Effect), and the Borrower shall have failed to cure such default or to obtain an effective written waiver thereof prior to the expiration of the applicable grace period specified in any such Related Document, or to obtain an effective revocation of such termination (as the case may be); provided, however, that no Event of Default shall be deemed to have occurred or be continuing under this subclause if, in the case of any termination of a Principal Project Contract, the Borrower replaces such Principal Project Contract with a replacement agreement (1) entered into with another counterparty that (x) is of similar or greater creditworthiness and experience as the counterparty being replaced was at the time the applicable Principal Project Contract was originally executed (or otherwise reasonably acceptable to the TIFIA Lender) and (y) is not, at the time of such replacement, suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or state department or agency, (2) on substantially the same terms and conditions as the Principal Project Contract being replaced (or otherwise reasonably acceptable to the TIFIA Lender), and (3) effective not later than ninety (90) days following the date of termination of the Principal Project Contract being replaced; and

(C) the Borrower shall fail to pay principal of, or interest on any indebtedness described in paragraph (k) of the definition of Permitted Debt as and when such amounts become due and payable (unless in any case such default could not reasonably be expected to have a Material Adverse Effect on the System Pledged Revenues or the operation and maintenance of the System).

(vii) Judgments. One or more judgments for the payment of money in an aggregate amount in excess of $5,000,000 and not otherwise covered by insurance shall be rendered against the Borrower and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower to enforce any such judgment;

(viii) [Reserved];

(ix) Failure to Maintain Existence; Change in Legal Structure. The Borrower shall fail to maintain its existence as a body politic and corporate and agency of the State under the laws of the State or the Expressway Act shall be amended, modified or repealed in any manner that could reasonably be expected to result in a Material Adverse Effect;

(x) [Reserved];

(xi) Occurrence of a Bankruptcy Related Event. A Bankruptcy Related Event shall occur with respect to (A) the Borrower, or (B) any Principal Project Party, provided,

however, that no Event of Default shall be deemed to have occurred or be continuing under this subclause (xi) if, (1) in the case of any termination of a Design Services Agreement or Construction Contract, the Borrower replaces such Design Services Agreement or Construction Contract with a replacement agreement, (x) is entered into with another counterparty that (I) is of similar or greater creditworthiness and experience as the counterparty being replaced was at the time the applicable Design Services Agreement or Construction Contract was originally executed (or otherwise reasonably acceptable to the TIFIA Lender), and (II) is not, at the time of such replacement, suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or state department or agency, (y) on substantially the same terms and conditions as the applicable Design Services Agreement or Construction Contract being replaced (or otherwise reasonably acceptable to the TIFIA Lender), and (z) effective as of the date of termination of the Design Services Agreement or Construction Contract being replaced, or (2) if the Bankruptcy Related Event occurs prior to the expiration of any period covered by a Warranty related to such Design Services Agreement or Construction Contract, as applicable, the Borrower shall have provided evidence satisfactory to the TIFIA Lender demonstrating that the Borrower has identified and committed sufficient financial resources and, itself, has the operating expertise to undertake the obligations subject to any applicable Warranty under the applicable Design Services Agreement or Construction Contract, as applicable, and (3) in the case of any termination of an agreement or contract with any other Principal Project Party, the Borrower replaces such agreement or contract with a replacement agreement or contract, (x) entered into with another counterparty that (I) is of similar or greater creditworthiness and experience as the counterparty being replaced was at the time the applicable agreement or contract was originally executed (or otherwise reasonably acceptable to the TIFIA Lender), and (II) is not, at the time of such replacement, suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or state department or agency, (y) on substantially the same terms and conditions as the applicable agreement or contract being replaced (or otherwise reasonably acceptable to the TIFIA Lender), and (z) effective as of the date of termination of the agreement or contract being replaced;

(xii) Project Abandonment. The Borrower shall abandon the Project;

(xiii) TIFIA Loan Documents. (A) Any TIFIA Loan Document ceases to be in full force and effect (other than as a result of the termination thereof in accordance with its terms) or becomes void, voidable, illegal or unenforceable, or the Borrower contests in any manner the validity or enforceability of any TIFIA Loan Document or denies it has any further liability under any TIFIA Loan Document, or purports to revoke, terminate or rescind any TIFIA Loan Document, or (B) the Supplemental Junior Lien Authorizing Resolution ceases (other than as expressly permitted thereunder) to be effective to grant a valid and binding security interest on any material portion of the System Pledged Revenues other than as a result of actions or a failure to act by the Trustee, and with the priority purported to be created thereby; or

(xiv) Cessation of Operations. Operation of the System shall cease for a continuous period of not less than one hundred eighty (180) days unless such cessation of operations shall occur by reason of an Uncontrollable Force and the Borrower shall have in force an insurance policy or policies under which the Borrower is entitled to recover substantially all

Annual Aggregate Debt Service, TIFIA Debt Service and costs and expenses of the Borrower during such cessation of operations.

(b) Upon the occurrence of an Event of Default described in subclause (iii) of Section 20(a), all obligations of the TIFIA Lender hereunder with respect to the disbursement of any undisbursed amounts of the TIFIA Loan shall immediately be deemed terminated.

(c) [Reserved].

(d) (i) Upon the occurrence of any Event of Default described in subclause (xi)(A) of Section 20(a), all obligations of the TIFIA Lender hereunder with respect to the disbursement of any undisbursed amounts of the TIFIA Loan shall automatically be deemed terminated, and the unpaid principal amount of the TIFIA Loan, together with all interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under this Agreement, the TIFIA Bond or the other TIFIA Loan Documents, shall automatically become immediately due and payable, without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived.

(ii) Upon the occurrence of any other Event of Default, the TIFIA Lender, by written notice to the Borrower, may (A) suspend or terminate all of its obligations hereunder with respect to the disbursement of any undisbursed amounts of the TIFIA Loan, and (B) declare the unpaid principal amount of the TIFIA Bond to be, and the same shall thereupon forthwith become, immediately due and payable, together with the interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under this Agreement, the TIFIA Bond or the other TIFIA Loan Documents, all without presentment, demand, notice, protest or other requirements of any kind, all of which are hereby expressly waived.

(iii) For so long as (A) there are no Contractual Obligations of the Borrower in effect that provide for Rights of Acceleration or (B) there are Contractual Obligations of the Borrower in effect that provide for Rights of Acceleration, but no event of default has occurred and is continuing pursuant to any such Contractual Obligation for which the Rights of Acceleration may be exercised by the Borrower's counterparty, the TIFIA Lender shall forbear with respect to exercising its Rights of Acceleration hereunder.

(e) Whenever any Event of Default hereunder shall have occurred and be continuing, the TIFIA Lender:

(i) shall be entitled and empowered to institute any actions or proceedings at law or in equity to enforce the collection of any sums due and unpaid hereunder or under the TIFIA Bond or the other TIFIA Loan Documents;

(ii) may prosecute any such judgment or final decree against the Borrower and collect in the manner provided by law out of the property of the Borrower the moneys adjudged or decreed to be payable, but only in accordance with and to the extent permitted under the Junior Resolution;

(iii) may take such actions at law or in equity as may appear necessary or desirable to collect all amounts payable by the Borrower under this Agreement, the TIFIA Bond or the other TIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the TIFIA Bond or the other TIFIA Loan Documents; and

(iv) to the extent the Florida Uniform Commercial Code is applicable to any collateral then pledged to the TIFIA Lender pursuant to the Junior Resolution including, but not limited to, the System Pledged Revenues, shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to such collateral.

(f) Whenever any Event of Default hereunder shall have occurred and be continuing, the TIFIA Lender may suspend or debar the Borrower from further participation in any Government program administered by the TIFIA Lender and to notify other departments and agencies of such default.

(g) No action taken pursuant to this Section 20 shall relieve Borrower from its obligations pursuant to this Agreement, the TIFIA Bond or the other TIFIA Loan Documents, all of which shall survive any such action.

(h) Whenever any Event of Default hereunder shall have occurred and be continuing and the TIFIA Lender pursues its rights and remedies hereunder in an action or proceeding at law, the Borrower hereby consents to nonexclusive venue and personal jurisdiction in the Federal Courts in Orange County, Florida.

SECTION 21. Accounting and Audit Procedures; Inspections; Reports and Records.

(a) The Borrower shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all Project and System-related transactions (including collection of System Pledged Revenues, and any other revenues attributable to the System, and TIFIA Loan requisitions received and disbursements made with regard to the Project), so that audits may be performed to ensure compliance with and enforcement of this Agreement. The Borrower shall use accounting, audit and fiscal procedures conforming to GAAP, including, with respect to the TIFIA Loan, accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts Outstanding.

(b) So long as the TIFIA Loan or any portion thereof shall remain Outstanding and until five (5) years after the TIFIA Loan shall have been paid in full, the TIFIA Lender shall have the right, upon reasonable prior notice, to visit and inspect any of the locations or properties of the Borrower, to examine its books of account and records, to make copies and extracts therefrom at the Borrower's expense, and to discuss the Borrower's affairs, finances and accounts with, and to be advised as to the same by, its officers and employees and its independent public accountants (and by this provision the Borrower irrevocably authorizes its independent public accountants to discuss with the TIFIA Lender the affairs, finances and accounts of the Borrower, whether or not any representative of the Borrower is present, it being understood that nothing contained in this Section 21(b) is intended to confer any right to exclude

any such representative from such discussions), all at such reasonable times and intervals as the TIFIA Lender may desire. The Borrower agrees to pay all out-of-pocket expenses incurred by the TIFIA Lender in connection with the TIFIA Lender's exercise of its rights under this Section 21(b) at any time when an Event of Default shall have occurred and be continuing.

(c) The Borrower shall maintain and retain all files relating to the Project, the System and the TIFIA Loan until five (5) years after the later of the date on which (i) all rights and duties hereunder and under the TIFIA Bond (including payments) have been fulfilled and any required audits have been performed, and (ii) any litigation relating to the Project, the System, the TIFIA Loan or this Agreement is finally resolved or, if the TIFIA Lender has reasonable cause to extend such date, a date to be mutually agreed upon by the TIFIA Lender and the Borrower. The Borrower shall provide to the TIFIA Lender in a timely manner all records and documentation relating to the Project or the System that the TIFIA Lender may reasonably request from time to time.

(d) The Borrower shall provide to the TIFIA Lender, promptly after the sending or receipt thereof, copies of (i) all reports or other written materials, other than those that are ministerial in nature, sent to, or received from, any Nationally Recognized Rating Agency that has provided, or is being requested to provide, a rating on any indebtedness of the Borrower, (ii) all notices and other written communications, other than those that are non-substantive or ministerial in nature, received by it from the Trustee or any Bondholder, (iii) all reports, notices and other written materials, other than those that are non-substantive or ministerial in nature, required to be sent to the Trustee or any Bondholder, including all such notices, other than those that are non-substantive or ministerial in nature, relating to any of the Principal Project Contracts; unless, in each case, the TIFIA Lender notifies the Borrower that any such reports, notices and/or other written materials no longer need to be provided.

(e) The TIFIA Lender shall have the right to conduct from time to time independent financial and compliance audits of the Borrower in accordance with the Single Audit Act of 1984, as amended, and Office of Management and Budget Circular A 133, "Audits of State and Local Governments" (as applicable), or as otherwise requested by the TIFIA Lender. Upon reasonable notice, the Borrower shall cooperate fully in conducting audits and shall provide full access to any books, documents, papers or other records which are pertinent to the System, the Project or the TIFIA Loan, to the Secretary, or the designee thereof, for necessary project or programmatic audits pursuant to 23 U.S.C. § 603, 49 C.F.R. § 80.19, 31 U.S.C. § 6503(h) and 31 U.S.C. § 7503(b).

SECTION 22. Financial Plan, Statements, and Reports.

(a) The Borrower shall provide to the TIFIA Lender and the FHWA Division Office, within sixty (60) days after the Effective Date and annually thereafter not later than ninety (90) days after the beginning of each Borrower Fiscal Year, a Financial Plan. The Financial Plan submitted within sixty (60) days after the Effective Date should be consistent in all respects with the projections, assumptions and other information contained or reflected in the Base Case Financial Model. The initial and each subsequent Financial Plan delivered hereunder shall be subject to approval by the TIFIA Lender, the FHWA Division Office and, for the period through

the Substantial Completion Date, FHWA's Office of Innovative Program Delivery. The FHWA Division Office's approval of such Financial Plan, which consolidates all prior financial plans, is required prior to physical commencement of construction of the Project.

(i) The Financial Plan shall be prepared in accordance with recognized financial reporting standards, such as those in the "Guide for Prospective Financial Information" of the American Institute of Certified Public Accountants, shall meet FHWA's Major Project Financial Plan requirements, as amended from time to time, and shall be in form and substance satisfactory to the TIFIA Lender.

(ii) The Financial Plan shall include: (A) a Certificate to the effect that the Financial Plan, including the assumptions and supporting documentation, is accurate and reasonable to the best of the Borrower's knowledge and belief; (B) a Certificate demonstrating that annual projected System Pledged Revenues shall be sufficient to meet the Loan Amortization Schedule and to meet the Rate Coverage Test established pursuant to Section 16(l); and (C) an electronic copy of a Revised Financial Model for the period from inception thereof through the Final Maturity Date, in substantially the form heretofore provided to the TIFIA Lender, based upon assumptions and projections with respect to the System Pledged Revenues, expenses and other financial aspects of the Project and the System which shall reflect the prior experience and current status of the Project and the System, and the expectations of management with respect to the Project and the System, as of the most recent practicable date prior to the delivery of such Revised Financial Model.

(iii) For the period through Substantial Completion, the Financial Plan shall: (A) provide the current estimate of the total cost of the Project and the remaining cost to complete the Project, identify any significant cost changes since the previous Financial Plan, discuss reasons for and implications of the cost changes, and include a summary table showing the history of Total Project Costs by major activity or category in comparison to the Base Case Financial Model and the preceding Financial Plan; (B) provide updates to the Construction Schedule for completing the Project, including the projected Substantial Completion Date; (C) identify major milestones for each phase of the Project and compare current milestone dates for each of the Segments, with milestone dates in the Base Case Financial Model and since the preceding Financial Plan, and discuss reasons for changes in Project milestones; (D) provide current estimates of sources and uses of funds for the Project, identify any significant funding changes since the preceding Financial Plan, discuss reasons for and implications of the funding changes, and include a summary table showing the history of Project funding in comparison to the Base Case Financial Model and the preceding Financial Plan; (E) provide an updated cash flow schedule showing annual cash needs versus available revenue and funding to meet those needs and identify any potential revenue and funding shortfalls, and addressing contingency measures that will or may be taken to address any shortfalls; (F) based on the updated cash flow schedule, provide projected Senior Debt Service Coverage Ratio and projected Total Debt Service Coverage Ratio through the Final Maturity Date; (G) provide cost containment strategies and risk mitigation plans that have been or may be implemented to address factors that are affecting or could affect the scheduled completion of the Project or financial viability of the System; (H) provide the total value of approved changes in Project design or scope, and provide a listing of each individual change valued at $5,000,000 or more, setting forth the rationale or

need for the proposed change and describing the impact of such change on the Project; (I) contain, in form and substance satisfactory to the TIFIA Lender, a written narrative report on the progress of design, permitting, acquisition and construction of the Project since the Effective Date and since the preceding Financial Plan, describing in reasonable detail all significant activities concerning Project status including any material matters that may affect the future performance of the Borrower's obligations under this Agreement and the causes thereof; and (J) comply in all respects with FHWA's Major Project Financial Plan requirements.

(iv) For the period following Substantial Completion until repayment of the TIFIA Loan in full, the Financial Plan shall: (A) provide an updated cash flow schedule showing annual cash inflows (System Pledged Revenues) and outflows (Cost of Operation, Cost of Maintenance, Administrative Expenses, Capital Expenditures, Senior Debt Service, Junior Debt Service, TIFIA Debt Service (whether or not required to be paid pursuant to the provisions of Section 9), replenishment of reserves and other uses) with a narrative identifying any potential revenue or funding shortfall and discussing contingency measures that will or may be taken to address any shortfalls; (B) provide current and estimated amounts of System Pledged Revenues received and the amounts deposited into each of the accounts and subaccounts established under the Senior Resolution, the Junior Resolution, Subordinate Resolution, and the amount disbursed from such funds and accounts, as well as, the balance in each of the funds and accounts; (C) provide an updated schedule of actual and projected System Pledged Revenues, showing projected Total Debt Service Coverage Ratio through the Final Maturity Date; (D) provide a schedule of then current toll rates and planned increases with respect to the Project and the System; and (E) include a written narrative report explaining any variances in costs or revenues in comparison to the Base Case Financial Model and the preceding Financial Plan and describing in reasonable detail any material matters that may affect the future performance of the Borrower's obligations under this Agreement and the causes thereof to include traffic and revenue reports, operational contracts, and third party transactions.

(b) Not later than ninety (90) days following Substantial Completion, the Borrower shall provide the TIFIA Lender with a final written narrative report, summarizing all significant activities and events, since delivery of the Base Case Financial Model, affecting the operation, maintenance, financing, or management of the Project and the System in a form reasonably satisfactory to the TIFIA Lender. Such report shall include an updated cash flow schedule and currently projected Total Debt Service Coverage Ratios for all Borrower Fiscal Years during the term of the TIFIA Loan. For the avoidance of doubt, the Borrower must comply with the continued reporting requirements of the FHWA Major Projects Financial Plan Guidance, as amended from time to time.

(c) For the period through Substantial Completion, the Borrower shall provide the TIFIA Lender with written notification at least thirty (30) days prior to instituting any increase or decrease of the overall Total Project Costs in an amount equal to or greater than $2,500,000, which notification shall set forth the nature of the proposed increase or decrease and an estimate of the impact of such increase or decrease on the capital costs and operating costs of the Project, and the Financial Plan. The Borrower's notice shall demonstrate that the proposed increase or decrease is consistent with the provisions of this Agreement, is necessary or beneficial to the Project and does not materially impair the TIFIA Lender's security or the Borrower's ability to

comply with its obligations under the Related Documents, including any financial ratios or covenants included therein.

(d) The Borrower shall furnish to the TIFIA Lender:

(i) as soon as available, but no later than sixty (60) days after the end of the first (1st), second (2nd) and third (3rd) quarterly period of each Borrower Fiscal Year, an unaudited income statement and balance sheet of the Borrower as of the end of such period and the related unaudited statements of operations and of cash flow of the Borrower for such period and for the portion of the fiscal year through the end of such period, setting forth in each case in comparative form the figures for the previous period, certified by the chief executive officer or chief financial officer of the Borrower or any Borrower's Authorized Representative fairly stating in all material respects the financial condition of the Borrower as at the end of such period and the results of its operations and its cash flows for such period (subject to normal year-end audit adjustments); and

(ii) as soon as available, but no later than one hundred eighty (180) days after the end of each Borrower Fiscal Year, a copy of the audited statement of revenues, expenses and changes in net position and statement of net position of the Borrower as of the end of such fiscal year and the related audited statements of cash flow of the Borrower for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, certified without a "going concern" or like qualification or exception, or qualification as to the scope of the audit, by an independent public accounting firm selected by the Borrower and which is reasonably acceptable to the TIFIA Lender.

(e) All such financial statements with respect to the Borrower shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP (or in the case of non-U.S. Persons, substantially equivalent principles) applied consistently throughout the periods reflected therein (except for changes approved or required by the independent public accountants certifying such statements and disclosed therein).

(f) All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except for changes approved or required by the independent public accountants certifying such statements and disclosed therein).

(g) The Borrower shall furnish to the TIFIA Lender, together with each delivery of annual audited or interim unaudited financial statements of the Borrower pursuant to Section 22(d), a certificate signed by the chief executive officer or chief financial officer of the Borrower or any Borrower's Authorized Representative, stating whether or not, to the Borrower's knowledge, during the quarterly or annual period (as the case may be) covered by such financial statements, there occurred any Event of Default or event which, with notice or lapse of time or both, would become an Event of Default, and, if any such Event of Default or other event shall have occurred during such period, the nature of such Event of Default or other event and the actions that the Borrower has taken or intends to take in respect thereof.

SECTION 23. Project Oversight and Monitoring.

(a) Project Development, Design and Construction. The TIFIA Lender shall have the right in its sole discretion to monitor (or direct its agents to monitor) development, including environmental compliance, design, right-of-way acquisition, and construction of the Project. FHWA oversight of Project development, environmental compliance, design, right-of-way acquisition, and construction monitoring shall be conducted pursuant to the FHWA Oversight / Compliance Agreement, which may be amended from time to time upon mutual agreement of the Borrower and the FHWA Division Office, or when so required by federal statute or otherwise required by the Congress. The Borrower agrees to cooperate in good faith with the TIFIA Lender in the conduct of such monitoring by promptly providing the TIFIA Lender with such reports, documentation or other information as shall be requested by the TIFIA Lender, or its agents, including any independent engineer reports, documentation or information.

(b) Reporting. The Borrower shall furnish to the TIFIA Lender:

(i) Monthly Construction Progress Report. On or before the last Business Day of any calendar month during the Construction Period, a report executed by a Borrower's Authorized Representative (A) of the amount of Total Project Costs expended since the Effective Date as well as during the preceding calendar month and the amount of Total Project Costs estimated to be required to complete the Project, (B) providing an assessment of the overall construction progress of each Segment since the date of the last report and since the Effective Date, together with an assessment of how such progress compares to the Construction Schedule, (C) specifying the projected completion date for each Segment and the Substantial Completion Date, (D) providing a detailed description of all material problems (including actual and anticipated cost and/or schedule overruns, if any) encountered or anticipated in connection with the construction of each Segment since the date of the last report, together with an assessment of how such problems may impact the Construction Schedule and the meeting of critical dates thereunder and a detailed description of the proposed solutions to any such problems, (E) specifying the delivery status of major equipment and the effect, if any, that the anticipated delivery dates of such equipment has on the overall Construction Schedule, (F) specifying any proposed or pending change orders, (G) specifying any material changes or deviations from the Borrower's land procurement plans or schedule, and (H) a discussion or analysis of such other matters related to the Project or the System as the TIFIA Lender may reasonably request. The Borrower shall respond, and use commercially reasonable efforts to cause the Construction Contractors to respond, to the TIFIA Lender's inquiries regarding such report, the construction of the Project and any Construction Contractor's performance of its obligations under the Construction Agreement to which it is a party.

(ii) Construction Contractor Reports. During the Construction Period, promptly after receipt thereof, a copy of each report, if any, delivered by each Construction Contractor to the Borrower pursuant to the Construction Agreement to which it is a party.

(iii) Traffic and Operating Report. For the period commencing after the Substantial Completion Date, deliver to the TIFIA Lender, not later than ninety (90) days after the end of each financial quarter, a traffic and operating report showing (A) the operating data

for the System for the previous financial quarter, including total System Pledged Revenues received and total Administrative Expenses, Cost of Operation and Cost of Maintenance incurred, (B) the variances for such period between the System Pledged Revenues actually received and the budgeted System Pledged Revenues as shown in the Financial Plan, together with a brief narrative explanation of the reasons for any such variance of ten percent (10%) or more, and (C) the variances for such period between the actual Administrative Expenses, Cost of Operation and Cost of Maintenance incurred and the budgeted Administrative Expenses, Cost of Operation and Cost of Maintenance as shown in the Financial Plan, together with a brief narrative explanation of the reasons for any such variance of ten percent (10%) or more.

(iv) Permits. Promptly after the receipt or filing thereof, as the case may be (but in no event later than thirty (30) days after such receipt or filing), a copy of (A) each Governmental Approval or other consent or approval obtained by the Borrower, or obtained by any Construction Contractor and delivered to the Borrower pursuant to any Construction Agreement after the Effective Date, except such as are routine or ministerial in nature, and (B) each filing made by the Borrower with any Governmental Authority with respect to a Governmental Approval, except such as are routine or ministerial in nature.

(c) Project Operations. For the period following Substantial Completion, the TIFIA Lender shall have the right, in its sole discretion, to monitor (or direct its agents to monitor) the Project's and the System's operations and to require reporting on the operation and management of the Project and the System and to provide copies of any contracts relating to the operation, maintenance and safety services for the Project and the System as may be required from time to time. The Borrower agrees to cooperate in good faith with the TIFIA Lender in the conduct of such monitoring by promptly providing the TIFIA Lender with such reports, documentation, or other information as shall be requested by the TIFIA Lender. In the event that the TIFIA Lender retains a financial oversight advisor under contract with the TIFIA Lender, which decision shall be within the sole discretion of the TIFIA Lender, to carry out the provisions of this Section 23, the full cost of such monitoring shall be borne by the Borrower. Any costs incurred by the TIFIA Lender for such monitoring shall be promptly reimbursed by the Borrower upon demand therefor in the form of an invoice reasonably acceptable to the Borrower.

SECTION 24. No Personal Recourse. No official, employee or agent of the TIFIA Lender or the Borrower or any Person executing this Agreement or any of the other TIFIA Loan Documents shall be personally liable on this Agreement or such other TIFIA Loan Documents by reason of the issuance, delivery or execution hereof or thereof.

SECTION 25. No Third Party Rights. The parties hereby agree that this Agreement creates no third party rights against the Borrower, the United States or the TIFIA Lender, solely by virtue of the TIFIA Loan, and the Borrower agrees to indemnify and hold the above Federal parties harmless, to the extent permitted by law and in accordance with Section 18, from any lawsuit or claim arising in law or equity solely by reason of the TIFIA Loan, and that no third party creditor or creditors of the Borrower shall have any right against the TIFIA Lender with respect to the TIFIA Loan made pursuant to this Agreement.

SECTION 26. Borrower's Authorized Representative. The Borrower shall at all times have appointed a Borrower's Authorized Representative by designating such Person or Persons from time to time to act on the Borrower's behalf pursuant to a written certificate furnished to the TIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the Borrower.

SECTION 27. TIFIA Lender's Authorized Representative.

(a) The TIFIA Lender shall at all times have appointed the TIFIA Lender's Authorized Representative by designating such Person or Persons from time to time to act on the TIFIA Lender's behalf pursuant to a written certificate furnished to the Borrower and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the TIFIA Lender.

(b) Pursuant to a Delegation of Authority dated, July 24, 2003, the Administrator delegated the authority to enter into contracts and sign all contractual and funding documents (with the exception of the term sheets and credit agreements) necessary to implement the Act, including entering into technical amendments to, and restatements of, term sheets and credit agreements that do not materially impair the credit quality of the revenues pledged to repay the TIFIA Lender. This authority was delegated to the Associate Administrator for Administration who in turn delegated such authority to the Director of the Office of Innovative Program Delivery on June 15, 2009. Pursuant to these delegations the above named officers, any of whom alone may act, serve as the TIFIA Lender's Authorized Representative under this Agreement, in addition to the Administrator for the purposes set forth herein.

SECTION 28. Servicer. The TIFIA Lender may from time to time designate another entity or entities to perform, or assist the TIFIA Lender in performing, the duties of the Servicer or specified duties of the TIFIA Lender under this Agreement and the TIFIA Bond. The TIFIA Lender shall give the Borrower written notice of the appointment of any successor or additional Servicer and shall enumerate the duties or any change in duties to be performed by any Servicer. Any references in this Agreement to the TIFIA Lender shall be deemed to be a reference to the Servicer with respect to any duties which the TIFIA Lender shall have delegated to such Servicer. The TIFIA Lender may at any time assume the duties of any Servicer under this Agreement and the TIFIA Bond.

SECTION 29. Fees and Expenses.

(a) Commencing in Federal Fiscal Year ("**FFY**") 2016 and continuing thereafter each year throughout the term of this Agreement, the Borrower shall pay to the TIFIA Lender a loan servicing fee on or before the fifteenth (15^{th}) of November. The TIFIA Lender shall establish the amount of this annual fee, and the TIFIA Lender shall notify the Borrower of the amount, at least thirty (30) days before payment is due.

(b) In establishing the amount of the fee, the TIFIA Lender will adjust the previous year's base amount in proportion to the percentage change in CPI. For the FFY 2016 calculation, the TIFIA Lender will use the FFY 2015 base amount of $12,695.57 which applies

to other TIFIA borrowers, as the previous year's base amount. The TIFIA Lender will calculate the percentage change in the CPI, before seasonal adjustment, from August of the previous year to August of the current year and will then adjust the previous year's base amount in proportion to the CPI percentage change. To calculate the amount of the fee, the TIFIA Lender shall round the current year's base amount using increments of $500. Results with the ending integers between 250-499 or between 750-999 shall be rounded upward, and results with the ending integers between 001-249 or between 501-749 shall be rounded downward. The CPI adjustments in the following years shall begin with the base amount, not the rounded fee.

(c) The Borrower shall cooperate and respond to any reasonable request of the Servicer for information, documentation or other items reasonably necessary for the performance by the Servicer of its duties hereunder.

(d) The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to reimburse the TIFIA Lender on demand from time to time on and after the Effective Date for any and all fees, costs, charges and expenses incurred by it (including the reasonable fees, costs and expenses of counsel and other advisors) in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other TIFIA Loan Documents and the transactions hereby and thereby contemplated, including reasonable attorneys', engineers', and planning fees and professional costs, including all such fees, costs and expenses incurred as a result of or in connection with:

(i) the enforcement of or attempt to enforce any provision of this Agreement or any of the other TIFIA Loan Documents;

(ii) any amendment, modification, or requested amendment or modification of, waiver, consent or requested waiver or consent under or with respect to, or the protection or preservation of any right or claim under, this Agreement, any other Related Document or any System Junior Lien Pledged Revenues, or advice in connection with the administration, preservation in full force and effect and enforcement of this Agreement or any other Related Document or the rights of the TIFIA Lender thereunder; and

(iii) any work-out, restructuring or similar arrangement of the obligations of the Borrower under this Agreement or the other TIFIA Loan Documents during the pendency of one or more Events of Default.

The obligations of the Borrower under this Section 29 shall survive the payment or prepayment in full or transfer of the TIFIA Bond, the enforcement of any provision of this Agreement or the other TIFIA Loan Documents, any such amendments, waivers or consents, any Event of Default, and any such work-out, restructuring or similar arrangement.

SECTION 30. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective without the written consent of each of the parties hereto.

SECTION 31. Governing Law. This Agreement shall be governed by the federal laws of the United States if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

SECTION 32. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 33. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's rights or obligations hereunder nor any interest therein may be assigned or delegated by the Borrower without the prior written consent of the TIFIA Lender.

SECTION 34. Remedies Not Exclusive. No remedy conferred herein or reserved to the TIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 35. Delay or Omission Not Waiver. No delay or omission of the TIFIA Lender to exercise any right or remedy provided hereunder upon a default of the Borrower (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Agreement or by law to the TIFIA Lender may be exercised from time to time, and as often as may be deemed expedient by the TIFIA Lender.

SECTION 36. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 37. Notices; Payment Instructions. Notices hereunder shall be (a) in writing, (b) effective upon receipt (except as otherwise provided herein), and (c) given by (i) nationally recognized courier service, (ii) hand delivery, or (iii) solely with respect to ministerial or non-substantive notices, email, in each case to:

If to TIFIA Lender:	TIFIA Joint Program Office (HITJ) Federal Highway Administration Room E64-301 1200 New Jersey Avenue, SE Washington, DC 20590 Attention: Director Email: TIFIACredit@dot.gov
with copies to:	Federal Highway Administration [State] Division Office [Address] Attention: Division Administrator Servicer (at address provided below)
If to Borrower:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attention: Chief Financial Officer Email: Lisa.Lumbard@CFXWay.com
With copies to:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attention: General Counsel Email: Joe.Passiatore@CFXWay.com

Notices required to be provided herein shall be provided to such different addresses or to such further parties as may be designated from time to time by a Borrower's Authorized Representative with respect to notices to the Borrower or by the TIFIA Lender's Authorized Representative with respect to notices to the TIFIA Lender or the Servicer. The Borrower shall make any payments hereunder or under the TIFIA Bond in accordance with the payment instructions hereafter provided by the TIFIA Lender's Authorized Representative, as modified from time to time by the TIFIA Lender's Authorized Representative. Each such notice, request or communication shall be effective (A) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 37 (or in accordance with the latest unrevoked written direction from the receiving party), and (B) if given by email, when such email is delivered to the address specified in this Section 37 (or in accordance with the latest unrevoked written direction from the receiving party) and all necessary confirmations have been received in accordance herewith; provided, that notices received on a day that is not a

Business Day or after 5:00 p.m. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

SECTION 38. Effectiveness. This Agreement shall be effective on the Effective Date.

SECTION 39. Termination. This Agreement shall terminate upon payment in full by the Borrower of the TIFIA Loan, provided, however, that the indemnification requirements of Section 18, the reporting and record keeping requirements of Section 21(b) and (c) and the payment requirements of Section 29 shall survive the termination of this Agreement as provided in such sections.

SECTION 40. Integration. This Agreement constitutes the entire contract by and between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Name: _____
Chairman

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator

By: _____

Name: Gregory G. Nadeau
Title: Deputy Administrator

EXHIBIT C

FORM OF TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

[Attached]

TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

THIS **TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT** (this "Agreement"), dated as of March __, 2015, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the "Authority"), and **WELLS FARGO BANK, N.A.**, a national banking association, having its designated office in Jacksonville, Florida, in its capacities as trustee, registrar and paying agent, as context may require (the "Trustee" or "Wells Fargo").

WITNESSETH:

WHEREAS, the Authority, by the Bond Resolution (as hereinafter defined), has designated Wells Fargo as Trustee, Paying Agent and Registrar (each term as defined in the Bond Resolution) for its Not to Exceed $[_____] Junior Lien Revenue Bond, Series 2015 (Federal TIFIA Loan), dated and delivered March __, 2015 (the "Series 2015 Bond"); and

WHEREAS, the Authority and the Trustee desire to set forth Wells Fargo's duties as Trustee, Paying Agent and Registrar and the compensation to be paid to the Trustee for its services;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

SECTION 1. DUTIES. The Trustee agrees to serve as Trustee, Paying Agent and Registrar for the Series 2015 Bond and to perform the duties of Trustee, Paying Agent and Registrar as specified in or contemplated by (a) that certain Master Junior Lien Bond Resolution adopted by the Authority on March 12, 2015 (the "Master Junior Lien Resolution"), as supplemented from time to time, and as particularly supplemented by that certain First Supplemental Revenue Bond Resolution Authorizing the Issuance of Junior Lien Revenue Bond, Series 2015 (Federal TIFIA Loan), adopted by the Authority on March 12, 2015 (the "First Supplemental Resolution" and together with the Master Junior Lien Bond Resolution, the "Bond Resolution"), and (b) that certain TIFIA Loan Agreement (the "TIFIA Loan Agreement") between the Authority and the U.S. Department of Transportation ("USDOT"), an agency of the United States of America, acting by and through the Federal Highway Administrator, (the "TIFIA Lender") in connection with the issuance of the Series 2015 Bond and the execution and delivery of the TIFIA Loan Agreement. The Trustee is authorized to do business in Florida and carry out the duties and obligations contemplated herein. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Bond Resolution.

SECTION 2. DEPOSIT OF FUNDS. Pursuant to the TIFIA Loan Agreement, on the fifteenth (15th) day of each month, the Authority shall deposit or cause to be deposited with the Trustee into the appropriate funds and accounts created under or pursuant to the Bond Resolution and established and maintained for the purposes hereof by the Trustee, sufficient funds from System Pledged Revenues pledged for the payment of the Series 2015 Bond under the Bond Resolution and the TIFIA Loan Agreement on the Semi-Annual Payment Dates (as defined in the TIFIA Loan Agreement), as follows: (a) commencing [July 15, ____], amounts required to

be deposited into **TIFIA Junior Lien Interest Subaccount** to pay interest due and owing on each such date; and (b) commencing [July 15, 2027], amounts required to be deposited into **TIFIA Junior Lien Principal Subaccount** to pay principal due and owing on each such date, all as required under Section 4.7 of the Master Junior Lien Bond Resolution to pay when due and payable the principal of, and interest on the Series 2015 Bond.

With respect to payments other than those due on a Semi-Annual Payment Date, the Authority shall deposit or cause to be deposited with the Trustee into the appropriate funds and accounts created under or pursuant to the Bond Resolution and established and maintained for the purposes hereof by the Trustee, on or before the Business Day prior to the date such payment is due on the Series 2015 Bond, sufficient funds from System Pledged Revenues pledged for the payment of the Series 2015 Bond under the Bond Resolution, to pay when due and payable the principal of, premium, if any, and interest on the Series 2015 Bond.

The provisions of this Section 2 shall be subject in all respects to the terms and conditions set forth in the TIFIA Loan Agreement and the Bond Resolution.

SECTION 3. USE OF FUNDS; CANCELED NOTES. The Trustee shall use the funds received from the Authority pursuant to Section 2 of this Agreement to pay the principal of, premium, if any, and interest on the Series 2015 Bond in accordance with the Bond Resolution and the TIFIA Loan Agreement and to pay any other payment obligations that are due and owing under the TIFIA Loan Agreement (including, without limitation, fees and expenses and indemnification obligations). The Trustee shall cancel and destroy the canceled Series 2015 Bond and transmit to the Authority a certificate of destruction therefor in accordance with Section 2.07 of the Master Junior Lien Resolution.

SECTION 4. STATEMENTS. Each month during the term of this Agreement, or as often as the Trustee normally distributes statements for similar accounts, the Trustee shall prepare and shall send to the Authority and the TIFIA Lender written statements of account relating to all transactions effected by the Trustee pursuant to this Agreement.

SECTION 5. OBLIGATION TO ACT. The Trustee shall be obligated to act only in accordance with the Bond Resolution and any written instructions received from an Authorized Officer in accordance therewith; provided, however, that the Trustee is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

SECTION 6. RELIANCE BY TRUSTEE. The Trustee may rely absolutely upon the genuineness and authorization of the signature and purported signature of any Authorized Officer upon any instruction, notice, release, request, affidavit or other document delivered to it pursuant to the Bond Resolution.

SECTION 7. COUNSEL; LIMITED LIABILITY. The Trustee may consult with counsel (licensed to practice in Florida) of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Bond Resolution in good faith and in accordance with the opinion of such counsel. The Trustee shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or negligence.

SECTION 8. FEES AND EXPENSES. In consideration of the services rendered by the Trustee under this Agreement, the Authority agrees to and shall pay to the Trustee its proper fees and all expenses, charges, attorneys' fees and other disbursements incurred by it or its attorneys, agents and employees in and about the performance of its powers and duties under this Agreement as set forth in the attached **EXHIBIT A**. The Trustee shall not be obligated to allow and credit interest upon any moneys in respect of principal, interest or premium, if any, due in respect of the Series 2015 Bond, which it shall at any time receive under any of the provisions of the Bond Resolution or this Agreement. The TIFIA Lender shall not be liable to the Trustee or the Authority for any fees, costs, expenses or indemnities incurred or sought by either of them pursuant to this Agreement, the Bond Resolution or the TIFIA Loan Agreement.

SECTION 9. FURNISHING INFORMATION; AUTHORIZATION. The Trustee shall, at all times, when requested to do so by the Authority, furnish full and complete information pertaining to its functions under this Agreement and shall without further authorization, execute all necessary and proper deposit slips, checks, certificates and other documents with reference thereto.

SECTION 10. TERMINATION; EXPIRATION. Subject to the terms of the Bond Resolution, in particular Article VII of the First Supplemental Resolution, either of the parties hereto, at its option, may terminate this Agreement after giving ninety (90) days written notice to the other party of its intention to terminate this Agreement, and this Agreement may be terminated at any time by mutual consent of the parties hereto; provided the Trustee shall serve until a successor Trustee is appointed for the Series 2015 Bond. This Agreement shall expire without further action upon final payment of the Series 2015 Bond and the interest appertaining thereto.

SECTION 11. SURRENDER OF FUNDS, REGISTRATION RECORDS; NOTIFICATION OF BONDHOLDERS. Subject to and in accordance with Article VII of the First Supplemental Resolution, in the event of a termination of this Agreement, the Authority shall deliver any reasonable, proper and necessary releases to the Trustee (in a form reasonably acceptable to the Trustee and the Authority) upon demand by the Trustee and the Trustee shall upon demand by an Authorized Officer of the Authority pay over the funds on deposit with the Trustee under this Agreement in connection with the Series 2015 Bond and surrender all registration books and related records to or upon the order of the Authority, and the Authority may appoint and name a successor to act as Trustee, Paying Agent and Registrar for the Series 2015 Bond. The Authority shall, in such event, at its expense, notify all holders of the Series 2015 Bond of the appointment and name of the successor, by providing notice in the manner required for the redemption of the Series 2015 Bond.

SECTION 12. NONASSIGNABILITY. This Agreement shall not be assigned by either party without the prior written consent of the other party.

SECTION 13. MODIFICATION. No modification of this Agreement shall be valid unless made by a written agreement, duly executed and approved by the parties hereto.

SECTION 14. SEVERABILITY. Should any action or part of any section of this Agreement be declared void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or other part of any section of this Agreement.

SECTION 15. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

SECTION 16. MERGER OR CONSOLIDATION OF THE TRUSTEE. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, shall be the successor Trustee, Paying Agent and Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto.

SECTION 17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents and their official seals to be affixed and attested as of the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

[SEAL]

By: _____
Name: _____
Title: _____

Attest:

By:_____
Name: Darleen Mazzillo
Title: Assistant Secretary

WELLS FARGO BANK, N.A.

[SEAL]

By: _____
Its: Agent

EXHIBIT A

FEES AND EXPENSES

[SEE ATTACHED]

F. 4.

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: March 4, 2015

SUBJECT: CFX Ethics Code Reference Materials

The following materials are included in the agenda back-up for your review of the draft CFX Ethics Policy:

(1) A Resolution adopting the policy;

(2) The proposed policy;

(3) A 3 page chart highlighting the primary differences between the state code of Ethics and the former agency's code of ethics;

(4) The verbatim language for the look back/look forward recusal provisions if the Board chooses to add them to the proposed draft; and

(5) Nine (9) page PowerPoint presentation with General Counsel and Special Counsel's recommendations.

JLP/ml
Attachments

cc: Laura Kelley, Interim Executive Director
Jo Thacker, Esquire

Resolution No. 2015-____.

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING A CODE OF ETHICS

WHEREAS, on June 20, 2014 Chapter 2014-171, Laws of Florida became effective creating the Central Florida Expressway Authority (CFX); and

WHEREAS, Florida Statute 348.753(6) of the law requires CFX Board Members to comply with certain ethics requirements specifically applicable to CFX; and

WHEREAS, the CFX Board is desirous of adopting a uniform code of ethics which codifies the provisions of the State Code of Ethics, Ch. 112; the applicable provisions of the enabling statute for CFX, and the political activity restrictions of F.S. 104.31.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. The CFX governing Board does herby adopt the attached Code of Ethics (Exhibit "A") as the official ethics policy for CFX Board members, and those consultants, committee members and employees as specified therein.

Section 2. EFFECTIVE DATE. This Resolution shall become effective upon adoption by the CFX governing Board.

ADOPTED this _____ day of March, 2015.

_____
Welton G. Cadwell
CFX Board Chairman

ATTEST:_____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

CENTRAL FLORIDA EXPRESS AUTHORITY
CODE OF ETHICS

The Central Florida Expressway Authority (the "Authority") operates for the benefit of the public. As such, it is imperative that the Authority conduct business in accordance with the highest standards of ethics. In furtherance thereof, the Authority has enacted this Code of Ethics ("Code of Ethics"), which governs all Board Members, in the performance of their duties and obligations to the Authority. This Code of Ethics shall serve as the standard for official conduct. This Code of Ethics is intended to supplement the Florida Code of Ethics. In the event of a conflict between the Florida Code and the Code of Ethics, the more restrictive provisions shall control.

PART 1. DEFINITIONS.

6-1.01. Definitions.

"Committee Member" shall mean an employee of any of the local government entities represented in the Authority who has been appointed to serve on any of the following committees: Audit Committee, Finance Committee, Operations Committee or Right of Way Committee.

"Consultant" shall mean an individual who is rendering services to the Authority in the nature of time and effort rather than the furnishing of specific commodities. The term applies only to those professional services rendered by individuals who are independent consultants, providing services that may include, but are not limited to, evaluations, consultations, maintenance, financial, auditing, accounting, legal, engineering, management consulting, educational training programs, public relations, legislative advisors, planning, personnel, research and development studies or reports on the findings of consultants engaged thereunder, and professional, technical and social services.

"Ethics Officer" shall mean the Authority's general counsel or, in his absence, deputy general counsel. (For reference, see Section 348.753(7), Florida Statutes)

"Public Officer" includes any Board Member or Committee Member. (For reference, see Section 112.313(2), Florida Statutes)

"Registered Lobbyist" shall mean any person who shall engage in lobbying as defined herein for compensation for (1) an entity other than his or her employer; or (2) for any entity including his or her employer if a principal function of his or her position is lobbying or governmental relations.

PART 2. ADOPTION OF FLORIDA CODE OF ETHICS.

6-2.01. Code of Ethics Adoption. The Authority is governed by the requirements and standards set forth in the Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, in addition to the ethical standards set forth in Section 348.753(6) to (15), Florida Statutes, as may be amended from time to time, which presently are as follows:

F.S. 348.753

(6) A Board member or the executive director of the Authority may not:

(a) Personally represent another person or entity for compensation before the authority for a period of 2 years following vacation of her or her position.

(b) After retirement or termination, have an employment or contractual relationship with a business entity other than an agency as defined in s. 112.312, in connection with a contract in which the member or executive director personally substantially participated in through decision, approval, disapproval, recommendation, rendering of advice, or investigation while he or she was a member or employee of the authority.

(7) The authority's general counsel shall serve as the authority's ethics officer.

(8) Authority board members, employees, and consultants who hold positions that may influence authority decision shall refrain from engaging in any relationship that may adversely affect their judgment in carrying out authority business. To prevent such conflicts of interest and preserve the integrity and transparency of the authority to the public, the following disclosures must be made annually on a disclosure form:

a. Any relationship a board member, employee, or consultant has which affords a current or future financial benefit to such board member, employee, or consultant, or to a relative or business associate of such board member, employee, or consultant, and which a reasonable person would conclude has the potential to create a prohibited conflict of interest. As sued in this subsection, the term "relative" has the same meaning as in s.112.312.
b. Whether a relative of a board member, employee, or consultant is a registered lobbyist, and if so, the names of the lobbyist's clients. Such names shall be provided in writing to the ethics officer.

c. Any and all interests in real property that a board member, employee, or consultant has, or that a relative, principal, client, or business associate of such board member, employee, or consultant has, if such real property is located within or within a one-half mile radius of , any actually or prospective authority roadway project. The executive director shall provide a corridor map and a property ownership list reflecting the ownership of all real property within the

disclosure area, or an alignment map with a list of associated owners, to all board members, employees, and consultants.

(9) The disclosure forms required under subsection (8) must be reviewed by the ethics officer or, if a form is filed by the general counsel, by the executive director.

(10) The conflict of interest process shall be outlined in the authority's code of ethics.

(11) Authority employees and consultants are prohibited from serving on the governing body of the authority while employed by or under contract with the authority.

(12) The code of ethics policy shall be reviewed and updated by the ethics officer and presented for board approval at a minimum of once every 2 years.

(13) Employees shall be adequately informed and trained on the code of ethics and shall continually participate in ongoing ethics education.

(14) The requirements in subsections (6) through (13) are in addition to the requirements that the members and the executive director of the authority are required to follow under chapter 112.

(15) Violations of subsections (6), (8), and (11) are punishable in accordance with s. 112.317.

PART 3. DISCLOSURES.

6-3.01. To prevent conflicts of interest and preserve the integrity and transparency of the Authority to the public, the following disclosures must be made annually on a disclosure form:

(a) Any relationship a board member, employee, or consultant has which affords a current or future financial benefit to such board member, employee, or consultant, or to a relative or business associate of such board member, employee, or consultant, and which a reasonable person would conclude has the potential to create a prohibited conflict of interest. As used in this subsection, the term "relative" has the same meaning as in Section.112.312, Florida Statutes.

(b) Whether a relative of a board member, employee, or consultant is a registered lobbyist, and if so, the names of the lobbyist's clients. Such names shall be provided in writing to the Ethics Officer.

(c) Any and all interests in real property that a board member, employee, or consultant has, or that a relative, principal, client, or business associate of such board member, employee, or consultant has, if such real property is located within, or within a one-half mile radius of, any actual or prospective authority roadway project. The executive director shall provide a corridor map and a property ownership list reflecting the ownership of all real property within the disclosure area, or an

alignment map with a list of associated owners, to all board members, employees, and consultants.

6-3.02. Annual Filing. Each Board Member, Committee Member, employee, or consultant shall file a disclosure form each year with the Executive Secretary. Attached is a sample form which may be amended from time to time by the Ethics Officer.

PART 4. POLITICAL ACTIVITY

6-4.01. Political Activities. The Authority adopts Section 104.31, Florida Statutes (2014) as may be amended from time to time as though fully set forth herein.

PART 5. TRAINING AND ENFORCEMENT

6-5.01. Advisory Opinions. Any Public Official, who is in doubt regarding the applicability of the standards of conduct herein provided may seek an advisory opinion from the Ethics Officer concerning the applicability of this Code of Ethics or any provision thereof. Any opinion rendered by the Ethics Officer may be relied upon by any Board Member, but only with regard to the application of the Code of Ethics. Such opinion does not insulate such Board Member, against the application of Florida Statutes or of any other applicable code of ethics they may be governed by.

6-5.02. Code of Ethics Acknowledgement and Training

6-4.021. Posting. This Code of Ethics, in its entirety, shall be posted on the Authority's website.

6-4.022. Board Member Orientation and Review Responsibilities. New Board Members shall be provided with an orientation on all relevant Authority matters, including a detailed briefing on the Code of Ethics.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
POTENTIAL CONFLICT DISCLOSURE FORM

Projects: _____

Name/Company: _____
Address: _____
_____
_____
_____

Relationship to CFX: ___Board or Committee Member ___Employee ___Consultant/Vendor

1.	**Disclosure of Relationships** (Refer to Section 348.753(8))		
	Do you have any relationship which affords a current or future financial benefit to you or to your relative or business associate and which a reasonable person would conclude has the potential to create a prohibited conflict of interest?	Yes___	No___
	If yes, check the applicable relationships below and provide the full names, addresses, and relationships on page 4.		
	Self	Yes___	No___
	Relative (as defined in Section 112.312(21), Fla. Stat.), including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to you or who otherwise holds himself or herself out as or is generally known as the person whom you intend to marry or with whom you intend to form a household, any other natural person having the same legal residence as you.	Yes___	No___
	Business Associate, as defined in Section 112.312(4), Fla. Stat., includes any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.	Yes___	No___
	Other (explain)_____ _____ _____ _____	Yes___	No___

2.	**Disclosure of Lobbyists** (Refer to Section 348.753(8)) Do you have a relative who is a registered lobbyist?	Yes___	No___
	If yes, list the full names and addresses of the lobbyist and the lobbyist's clients on page 4.		
3.	**Disclosure of Property Interests within a Project** (Section 348.753(8)) Do you or any of your relatives (as defined in Section 112.312(21), Fla. Stat.), principals, clients, or business associates have any interest in real property located within any actual or prospective Authority project? The actual or prospective Authority projects include the Wekiva Parkway and All Aboard Florida. The corridor maps and property ownership lists reflecting the ownership of all real property within the disclosure areas, or alignment maps with lists of associated owners, are attached hereto or available upon request.	Yes___	No___
	If yes, check the applicable relationship types and disclose the full names and addresses and identify the real property on page 4.		
	Self	Yes___	No___
	Relative (as defined in Section 112.312(21), Fla. Stat.), including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to you or who otherwise holds himself or herself out as or is generally known as the person whom you intend to marry or with whom you intend to form a household, any other natural person having the same legal residence as you.	Yes___	No___
	Principal or Client	Yes___	No___
	Business Associate, as defined in in Section 112.312(4), Fla. Stat., includes any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.	Yes___	No___
	Other (explain)_____	Yes___	No___

4.	**Disclosure of Property Interests Within a One-Half Mile Radius of a Project (but Outside of a Project)** (Refer to Section 348.753(8)) Do you or any of your relatives (as defined in Section 112.312(21), Fla. Stat.), principals, clients, or business associates have any interest in real property located within a one-half mile radius of any actual or prospective Authority project, but outside of any actual or prospective Authority project? The actual or prospective authority projects include the Wekiva Parkway and All Aboard Florida. The corridor maps and property ownership lists reflecting the ownership of all real property within the disclosure areas, or alignment maps with lists of associated owners, are attached hereto or available upon request.	Yes___	No___
	If yes, check the applicable relationship types and disclose the full names and addresses and identify the real property on page 3.		
	Self	Yes___	No___
	Relative (as defined in Section 112.312(21), Fla. Stat.), including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to you or who otherwise holds himself or herself out as or is generally known as the person whom you intend to marry or with whom you intend to form a household, any other natural person having the same legal residence as you.	Yes___	No___
	Principal or Client	Yes___	No___
	Business Associate, as defined in in Section 112.312(4), Fla. Stat., includes any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.	Yes___	No___
	Other (explain)_____	Yes___	No___

5.	**Solicitation or Acceptance of Gifts** Have you solicited or accepted anything of value, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that your action or judgment regarding Authority business would be influenced thereby? (For reference, see Section 112.313(2), Florida Statutes)	Yes___	No___
6.	**Unauthorized Compensation** Have you or your spouse or minor child accepted any compensation, payment, or thing of value when you knew, or, with the exercise of reasonable care, should know, that it was given to influence your action regarding Authority business? (For reference, see Section 112.313(4), Florida Statutes)	Yes___	No___
7.	**Misuse of Position** Have you used or attempted to use your position with the Authority or any property or resource which may be within your trust, to secure a special privilege, benefit, or exemption for you or others? (For reference, see Section 112.313(6), Florida Statutes)	Yes___	No___
8.	**Conflicting Employment or Contractual Relationship** Do you have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the Authority, that will create a continuing or frequently recurring conflict between your private interests and the performance of your duties to the Authority or that would impede the full and faithful discharge of your duties to the Authority, subject to the exemptions set forth in Section 112.313(12) & (15), Florida Statutes? (For reference, see Section 112.313(7), Florida Statutes)	Yes___	No___

If you answered any of the above questions in the affirmative, provide a detailed explanation below. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

_____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ Signature: _____

Print Name: _____

Print Title: _____

Return this form by mail, email or fax to:

Darleen Mazzillo, Executive Assistant
Central Florida Expressway Authority
4974 ORL Tower Road, Orlando, FL 32807
Phone: 407-690-5310 Fax: 407-690-5034
Email: Darleen.Mazzillo@CFXWay.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Florida Law	Differences in Existing CFX Ethics Code
Chapter 112 –Part III Code of Ethics **You are prohibited from:** • Soliciting gifts for your vote or other official action. • Accepting a gift or compensation for your vote. • Doing business with the Authority, including selling or leasing goods, services or real estate. • Misusing your position, for example, you cannot use your position to secure a special privilege or benefit for another person or yourself. • Having an employment relationship that conflicts with your duties as a Board Member. • Disclosing or using information that is not available to members of the general public that you gained in your capacity as a Board Member for your personal gain or benefit. • Accepting gifts in excess of $100.00 from a lobbyist. • Voting on a matter that would inure to your private special gain or loss, or which would inure to the private special gain or loss of: any principal by whom you are retained, a relative, or a business associate. • Appointing or advancing an individual, or advocating for the appointment or advancement of an individual who is your relative. With minor exceptions, Authority's existing Code tracts these Statutory Requirements.	- Requires additional disclosure by a Board Member when: - a business associate brings a matter before the Board; or - a matter before the Board will benefit a former business associate (previous two years); or - the Board Member enters into a business relationship with any person within one year of any favorable vote benefitting that person. - Allows Board Member to abstain from voting if: - brought by or benefits a business associate. - brought by or benefits a previous (2 years) business associate. - Expands most statutory requirements to also include vendors and consultants.

Florida Law	Differences in Existing CFX Ethics Code
Chapter 348 Central Florida Expressway Law **Disclosures:** • Any relationship a Board Member has which affords a current or future financial benefit to the Board Member and which a reasonable person would conclude has the potential to create a prohibited conflict of interest. • Any and all interests in real property that a Board Member has, if such real property is located within, or within a one-half mile radius of, an actual or prospective CFX roadway project. • Whether a relative of a Board Member is a registered lobbyist, and if so, their names. **Restrictions:** • Personally represent another person or entity for compensation before the authority for a period of 2 years following vacation of his or her position. • After retirement or termination, have an employment or contractual relationship with a business entity in connection with a contract in which the Board member or Executive Director personally and substantially participated in through decision, approval, disapproval, recommendation, rendering of advice, or investigation while he or she was a Board Member or employee of the Authority.	- Requires additional disclosure by a Board Member when: - a Board Member or the Executive Director communicates with any Authority vendor or consultant about a job opportunity (within 7 days). - a Board Member has an option to purchase or sell real property within the one-half mile radius of a project or potential project. - Prohibits a Board Member from participating in any matter that contributes to a relative's special gain or loss. - Requires a Board member to recuse himself from discussions/meeting involving clients of their relatives. - Prohibits a Board Member for a period of six months after leaving the Board from lobbying CFX or doing business or soliciting business with CFX or any consultant or their sub-consultants in connection with any project, proposal or property in which the Board Member has any interest, direct or indirect. - Prohibits a business entity from doing business with CFX if Executive Director or Chief Financial Officer were employed there for a two year period unless super majority of Board (at least 4 members) approves.

Florida Law	Differences in Existing CFX Ethics Code
Chapter 104 Political Activities **A Board member is prohibited from:** • Using his or her official authority to influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof. • Directly or indirectly coercing or attempt to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his or her salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes. • Directly or indirectly coercing or attempt to coerce, command, and advise any such officer or employee as to where he or she might purchase commodities or to interfere in any other way with the personal right of said officer or employee.	- Prohibits Board Members and consultants from requesting, soliciting or communicating with other Board Members, employees, consultants or contractors for purposes of inducing anyone to pay money or give value to any party, committee, organization, agency or person for political purposes. - Expands statutory requirements to encourage candidates to voluntarily comply. - Requires Board Members to include a specified disclaimer or any mass mailings that solicit campaign contributions. - Expands statutory requirements to prohibit Board Members and consultants from expressing opinions on candidates or issues when engaged in CFX business. - Requires a Board Member to file a disclosure if the Board Member gives a campaign contribution to a sitting Board Member or a candidate who if elected would serve on the Board. - Expands statutory requirements to include consultants.

- The total amount of the transactions between the business entity and OOCEA in the aggregate does not exceed $500.00 per calendar year; or,

- The Board member, employee, or consultant, while acting in a private capacity, purchases goods or services from a business entity doing business with OOCEA and the price and terms of the transaction are available to similarly situated members of the general public.

6-3.03 Voting Conflicts of Interest

No OOCEA Board Member shall vote upon any measure that would inure to his or her special private gain or which he or she knows would inure to the special private gain of his or her relative or business associate. Such Board member shall, prior to the vote being taken, publicly state to the OOCEA the nature of his or her interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs or prior to the next Board meeting, whichever occurs first, shall disclose the nature of the interest on a State Commission on Ethics Form 8B filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

No OOCEA Board member shall participate in any matter which would inure to his or her special private gain; which he or she knows would inure to the special private gain of any principal by whom he or she is retained, or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain of a relative, principal, client, or business associate without first disclosing the nature of his or her interest in the matter. Such disclosure, indicating the nature of the conflict, shall be made on a Form 8B filed with the person responsible for recording the minutes of the meeting, prior to the meeting in which consideration of the matter will take place, and shall be incorporated into the minutes.

Any such memorandum shall become a public record upon filing, shall immediately be provided to the other Board members, and shall be read publicly at the next meeting. If the conflict is unknown prior to the meeting, then disclosure shall be made orally at the next meeting.

A written memorandum disclosing the nature of the conflict shall then be filed within fifteen (15) days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing shall immediately be provided to the other Board members.

6-3.031 Disclosure; abstaining from vote due to apparent conflict of interest; exceptions

(1) In addition to the requirements that an OOCEA Board member

abstain from voting due to conflict as provided in section 112.3143, Florida Statutes and Section 6-3.03 of the OOCEA Ethics Policy, when a Board member knowingly is a business associate, as defined herein, with any person bringing a matter before the OOCEA Board or when a matter before the OOCEA Board will benefit any person with whom the Board member knowingly was a business associate in the previous two-year period, the Board member shall disclose the existence of the business associate.

(2) The Board member may abstain from voting on any matter coming before the OOCEA Board if:

i. The matter is brought by or benefits a person with whom the Board member knowingly is a business associate at the time of the vote; or

ii. The matter is brought by or benefits a person with whom the Board member knowingly was a business associate within the two-year period prior to the matter coming before the OOCEA Board.

a. If applicable, the basis for abstaining from the vote shall be an Appearance or Perception of Conflict, as defined in this article, and the Board member shall:

1. Prior to the vote being taken, publicly state to the assembly the nature of the Board member's interest in the matter from which he or she is abstaining from voting; and

2. Within fifteen (15) days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum of voting conflict (Commission on Ethics Form 8B) filed with the person responsible for recording the minutes of the meeting. The memorandum shall be incorporated into the minutes of the meeting at which the Board member abstained.

(3) However, in all cases where the Board member is a business associate, as defined herein, with any person bringing a matter before the OOCEA Board or when a matter before the OOCEA Board will benefit any person with whom the Board member was a business associate in the previous two-year period, the Board member shall disclose the nature of the prior relationship prior to voting.

(4) Additional Disclosure.

(a) If an OOCEA Board member votes favorably on a matter

before the OOCEA Board and, within one (1) year from the date of that vote, that Board member enters into a business relationship, as defined herein, with the person who brought the matter before the OOCEA Board the business relationship shall be disclosed orally at the next OOCEA Board meeting following the Board member's knowledge that the business relationship exists. A written memorandum, a form of which shall be provided by the OOCEA General Counsel disclosing the nature of the business relationship shall be filed with the person responsible for recording the minutes of the meeting within fifteen (15) days of the oral disclosure and shall be incorporated into the minutes of the meeting at which the oral disclosure was made.

(b) Disclosure obligations under this paragraph shall cease after the date the Board member vacates his/her office.

6-3.04 Lobbying and Business Solicitation upon Termination

Upon leaving OOCEA employment or the OOCEA Board, employees and Board members shall be precluded from lobbying OOCEA or soliciting business from or doing business with OOCEA or any of its consultants or their subconsultants with regards to any contract, subcontract, or arrangement in connection with any project, proposal or any property included or planned to be included in any OOCEA project or undertaking, in which any such employee or Board member has any interest, direct or indirect, for a period of 6 months.

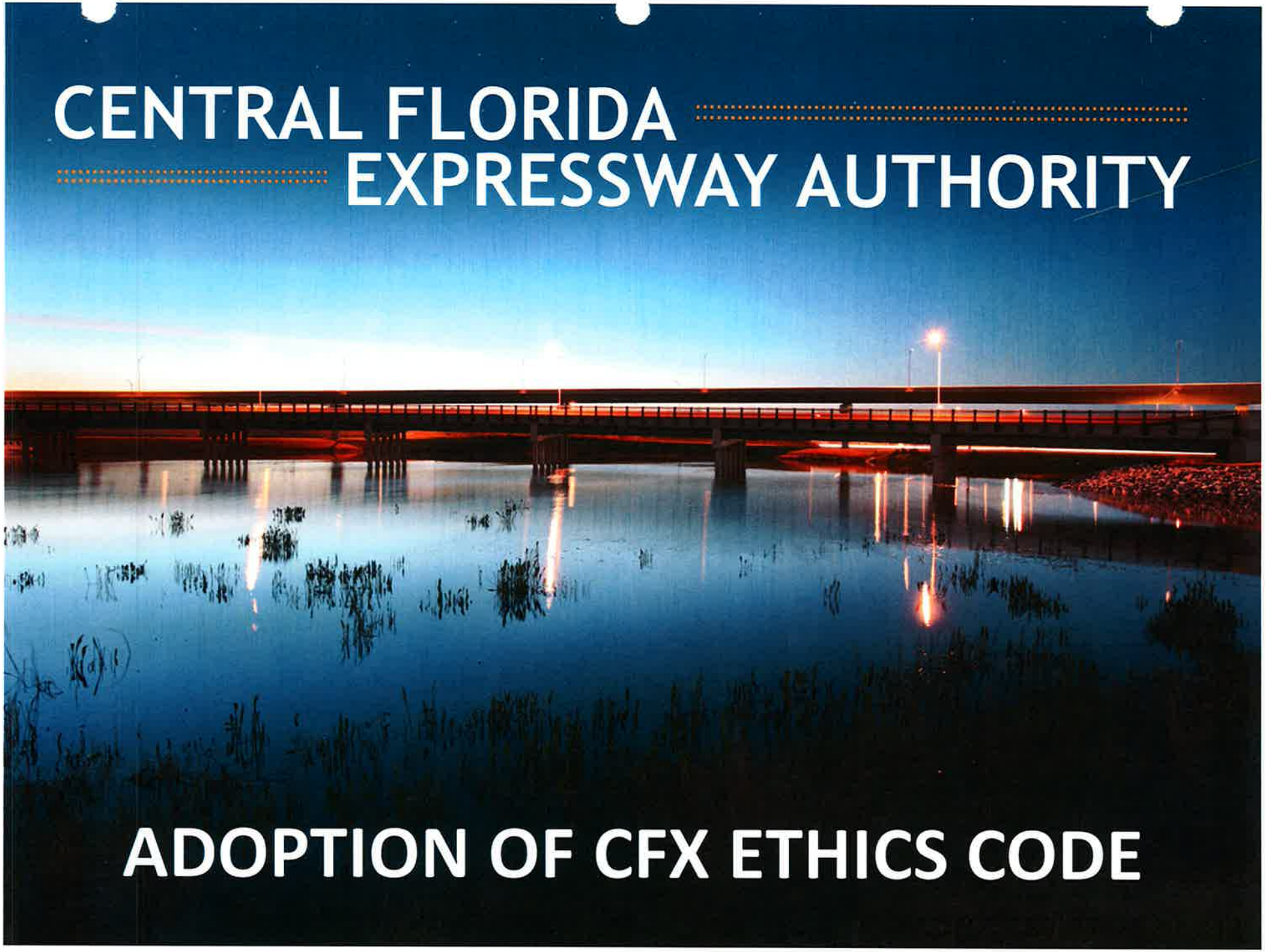
The Executive Director and Chief Financial Officer may not, within two years after retirement or termination, have an employment or contractual relationship with a business entity other than an agency, as defined in F.S. 112.312, which business entity was doing business with the OOCEA at any time during the person's employment by the OOCEA wherein such employment would involve working on OOCEA contract matters. Further, any business entity which previously employed an individual within the past two years prior to the individual's appointment as OOCEA Executive Director or Chief Financial Officer shall be precluded from the award of OOCEA contracts for a two-year period unless the Board approves such contract by a super majority vote of at least four members.

Nothing in this section is intended to preclude an OOCEA Board member from becoming an OOCEA employee or an OOCEA employee from becoming a Board member.

This section shall not apply to Board members or employees who become employed by or lobby on behalf of other governmental entities, not-for-profit corporations or educational institutions.

PART 4
PROHIBITED CONDUCT OR ACTIVITY

6-4.01 Solicitation, Acceptance of Gifts or Compensation Designed to Influence


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ADOPTION OF CFX ETHICS CODE

State Code of Ethics

- The existing CFX Code tracts provisions in Chapter 112, Part III, FL Statutes. The proposed policy will adopt the State Code of Ethics in its entirety.

F.S. Section 348.753

Certain disclosures were adopted in Chapter 348, FL Statutes, including:

- Any relationship a Board Member has which affords a current or future financial benefit to the Board Member and which a reasonable person would conclude has the potential to create a prohibited conflict of interest
- Any and all interests in real property that a Board Member has, if such real property is located within, or within a one-half mile radius of, an actual or prospective CFX roadway project
- Whether a relative of a Board Member is a registered lobbyist and, if so, their names.

Disclosure Form

The Proposed Code of Ethics includes a Disclosure form to fulfill these requirements.

Provisions Contained in the Old Policy, but not in Ch. 112 or 348

- Look-Forward/ Look-Back Disclosures
- Limitation on Political Activities

2-Year Look Back, 1-Year Look Forward Disclosures

- Requires additional disclosure by a Board Member when:
  - a business associate brings a matter before the Board; or
  - a matter before the Board will benefit a former business associate (previous two years); or
  - the Board Member enters into a business relationship with any person within one year of any favorable vote benefitting that person.
- Allows Board Member to abstain from voting if:
  - brought by or benefits a business associate.
  - brought by or benefits a previous (2 years) business associate.

Proposed Ethics Policy

Proposed Ethics Policy adopts Section 104.31, Florida Statutes, Regulation of Political Activities in lieu of the current requirements which are duplicative of Florida Campaign Finance law.

F.S. 104.31

1) No officer or employee of the state, or of any county or municipality thereof, except as hereinafter exempted from provisions hereof, shall:

   a) Use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof.

   b) Directly or indirectly coerce or attempt to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his or her salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes...

Recommendations

- Approval of Resolution adopting CFX Ethics Policy which incorporates:
  - Chapter 112, Part III
  - Section 348.753(6) to (15)
  - Section 104.31 (Political Activity)

- Give direction as to the inclusion of the 2 –Year Look-Back/1-Year Look-Forward provision.

F. 5.

Tampa-Hillsborough County Expressway Authority

OUR COMMITMENT TO OUR REGION NEVER ENDS.

Central Florida Expressway Authority
Bus Toll Lanes Presentation

by Joe Waggoner, Executive Director

March 12, 2015

Bus Toll Lane Concept

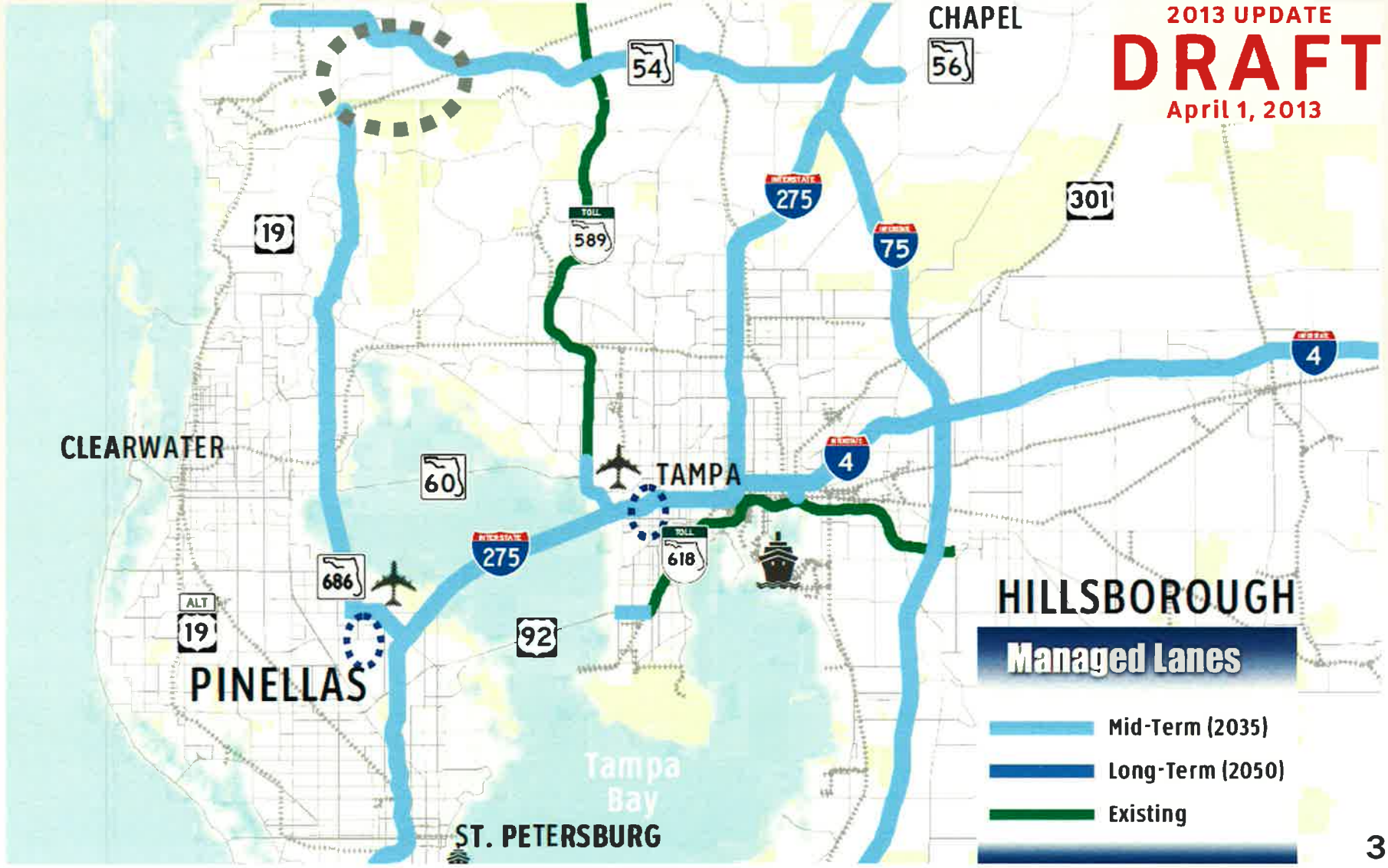
A Transit Concept

Combining Transit and Toll Finance Elements

- ***Transit Invests*** to Help Build New Express Lanes
- Price Managed for Service – Speed & Reliability
- Buses Have First Call On Express Lane Capacity
- Open to Drivers as Willing Toll Payers in the Express Lanes
- Helps "Free" Lanes – Adding New Vehicular Capacity
- Makes Transit a Competitive Choice
- Provides Revenue to Grow Future Mobility

TBARTA Master Plan

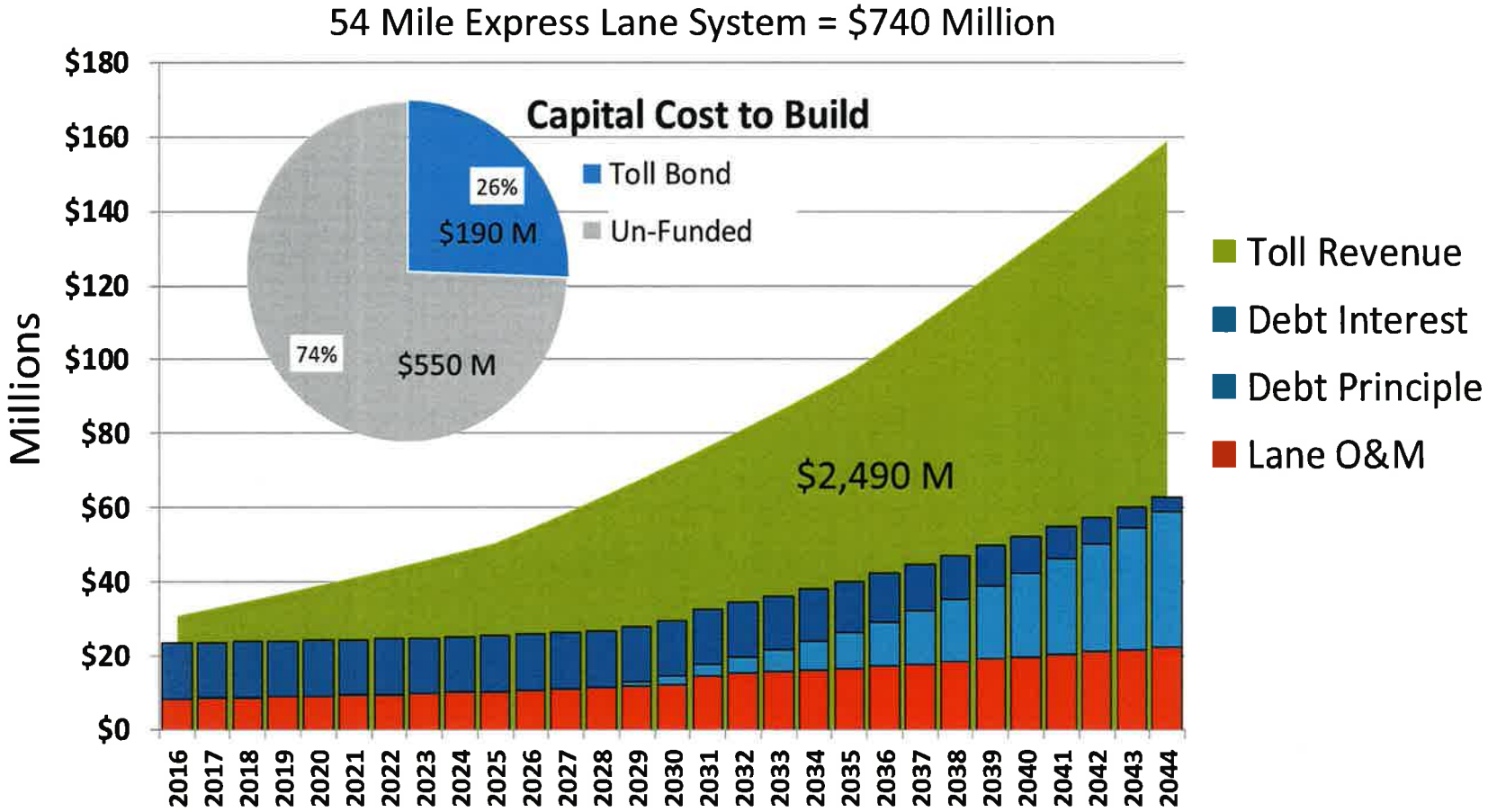
Managed Lanes (Excerpt for Hillsborough County)



Traditional Funding Challenges

30-Year Forecast

Price Managed Lanes: The Challenge of Capital Financing



Traditional Funding Challenges

30-Year Forecast

Premium Bus Service - The Challenge of Funding Operations and Maintenance

Dollars in Millions	New Premium Bus
Bus Capital Cost	$33

Bus Revenue	$70
Bus O&M Cost	$588
Net Revenue	($518)

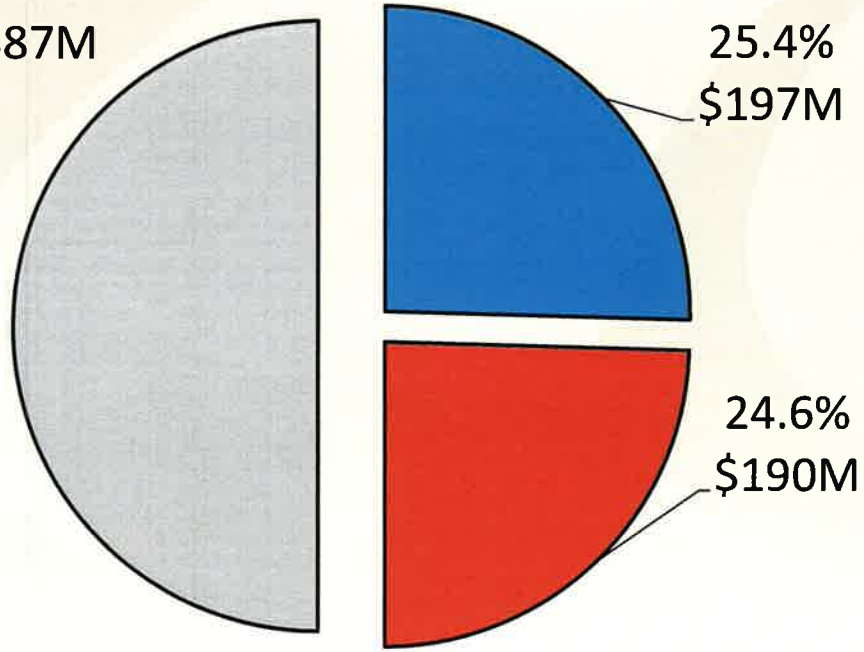
Unfunded Operating	($518)

30 Year

Bus Toll Lane

Capital Financing

$773 Million Capital Cost Splits as Transit Project



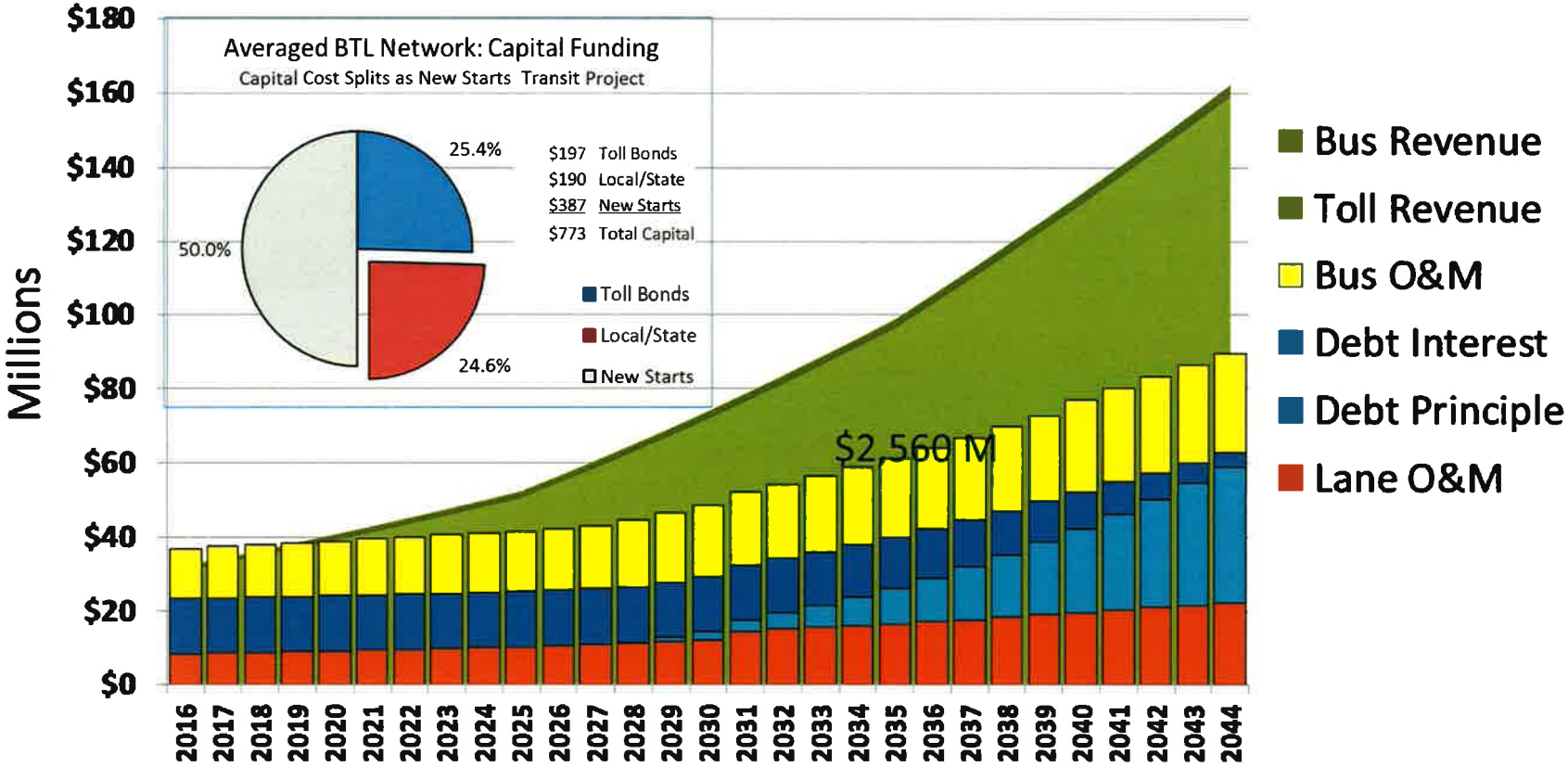
Sources:
- Toll Bonds (municipal bond market)
- Transportation Infrastructure Finance and Innovation Act (TIFIA)

Sources:
- Local Transit Fund Sources
- Tax Increment Financing
- State Transportation Trust Fund
- TIGER
- Grant Anticipation Revenue Vehicle (GARVEE)
- Grant Anticipation Notes (GANs)

Toll Bonds Local/State New Starts

The Bus Toll Lane Funding Concept

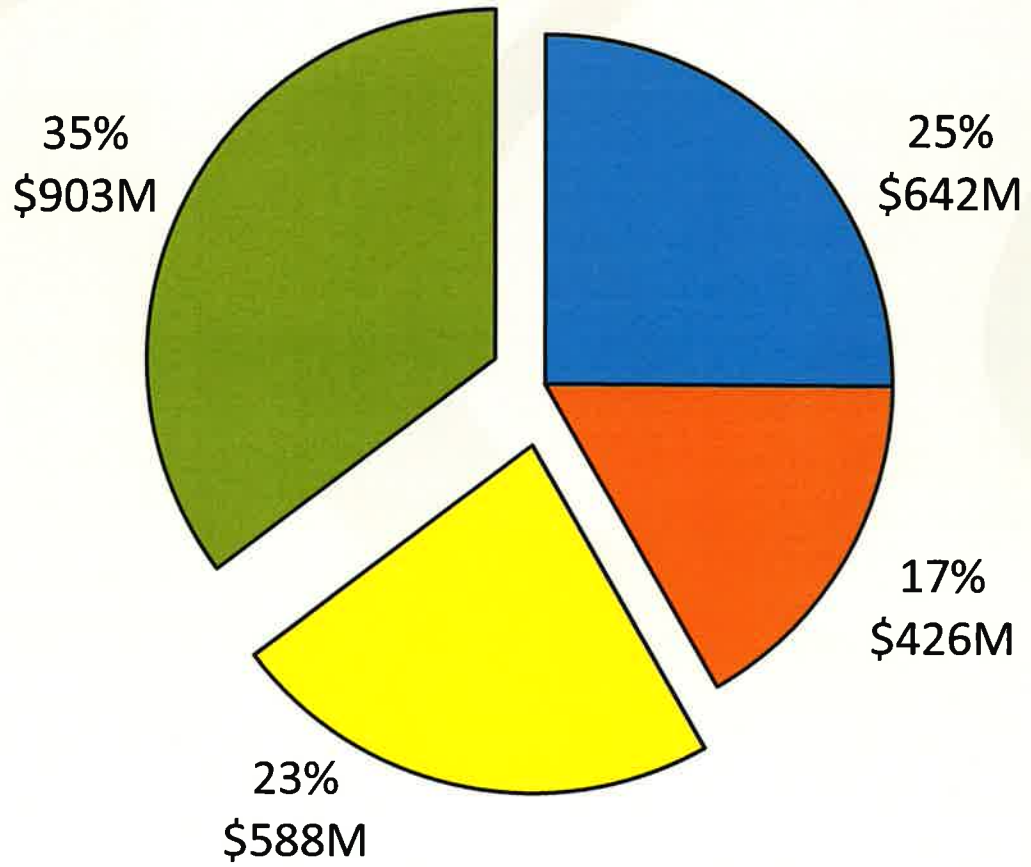
30 -Year Forecast



Bus Toll Lane

30-Year Forecast: Use of Revenue

Total Revenue Value = $2,559 Million



Price-Managed Lanes

Comparison to Other Lane Types

BTL – *MOVE PEOPLE!*			
Condition (Vehicle Occupancy Rate = 1.1)	**Buses Per Hour**	**Person Throughput Per Hour**	**Comparison to General Purpose Lane**
General Purpose Lane With Severe Congested	0	1100	100%
Price-Managed Express Lane No Transit	0	1815	165%
BTL 15 Minute Headway	4	1977	180%
BTL 10 Minute Headway	**6**	**2058**	**187%**
BTL 5 Minute Headway	12	2302	209%
BTL 2 Minute Headway	30	3032	276%
BTL 1 Minute Headway	60	4248	386%

Proposed Amendments

Fixed Guideway - revert to the prior definition of "fixed guideway" to allow the use of right of way usable by other forms of transportation.

Dedicated to Transit Use - define this term to be "a right of way that gives first priority to transit use during peak periods; and, that is owned by a designated grant recipient, under the operational control of a designated grant recipient, or, where a designated grant recipient enters into a long term lease agreement (25-years or longer) with a State to provide public transportation for a project that receives funding under section 5309."